PSERS-011-019

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM
Office of Chief Counsel
Facsimile: (717) 783-8010

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September 30, 2011

Lisa Koff
Covington & Burling LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

RE: Incline Equity Partners III (PSERS), L.P.

Dear Ms. Koff:

Enclosed are the following documents which have been executed by PSERS for the above-referenced fund:

1. Amended and Restated Agreement of Limited Partnership
2. Subscription Documents

If you have any questions, please call Letitia Schubauer, Esq. at (717) 720-4672.

Sincerely,

Heather Funk

Heather Funk
Administrative Officer

Enclosures

cc: Charles Spiller

bcc: Brian Carl (w/o enclosures)
Andy Fiscus
Terri Mirarchi
Treasury

EXECUTION COPY
2011-24

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Dated as of September 30, 2011

THE LIMITED PARTNERSHIP INTERESTS (THE "INTERESTS") OF INCLINE EQUITY PARTNERS III (PSERS), L.P. (THE "PARTNERSHIP") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP. THE INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP. THEREFORE, PURCHASERS OF SUCH INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
INCLINE EQUITY PARTNERS III (PSERS), L.P.

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of Incline Equity Partners III (PSERS), L.P., a Delaware limited partnership (the "Partnership"), is dated as of September 30, 2011 (the "Initial Closing Date"), among Incline GP III, LLC, a Delaware limited liability company (the "General Partner"), John C. Glover, in his capacity as the initial limited partner (the "Initial Limited Partner"), Pennsylvania, Public School Employees' Retirement System ("PSERS") and such other Persons (as defined below) as shall hereafter become limited partners as provided herein (collectively, the "Limited Partners" and each individually, a "Limited Partner"; and the General Partner, together with the Limited Partners, the "Partners" and each individually a "Partner").

The parties hereto agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.1. Formation. The Partnership was formed pursuant to and in accordance with the Delaware Revised Uniform Limited Partnership Act (the "Partnership Act") upon the filing of a Certificate of Limited Partnership (the "Certificate") in the Office of the Secretary of State of the State of Delaware on September 26, 2011 and the execution and delivery of an Agreement of Limited Partnership dated as of September 26, 2011 (the "Original Agreement"), between the General Partner and the Initial Limited Partner. The parties hereto desire to enter into this Amended and Restated Agreement of Limited Partnership to (i) permit the withdrawal of the Initial Limited Partner and the admission of PSERS as a Limited Partner as provided herein and (ii) amend and restate in its entirety the Original Agreement as hereinafter set forth. In consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the Original Agreement in its entirety to read as follows.

1.2. Name. The name of the Partnership shall be "Incline Equity Partners III (PSERS), L.P." or such other name or names as the General Partner may designate from time to time. The General Partner shall promptly notify each Limited Partner in writing of any change in the Partnership's name.

1.3. Purpose. The Partnership is organized for the principal purposes of (i) investing in securities of the kind and nature described in the confidential Private Placement Memorandum of Incline Equity Partners III, L.P., a Delaware limited partnership (the "Main Fund") dated September 2011, as supplemented or amended prior to the date hereof, (ii) managing and supervising such investments, and (iii) engaging in such other activities incidental or ancillary thereto as the General Partner reasonably deems necessary or advisable.

1.4. Place of Business; Registered Office and Agent. The Partnership shall maintain a principal office in Pittsburgh, Pennsylvania, or at such other place or places within the United States as the General Partner may from time to time designate. The General Partner shall promptly notify each Limited Partner in writing of any change in the Partnership's principal office. The address of the Partnership's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the name of its registered agent for service of process on the Partnership at such address is the Corporation Service Company.

1.5. Term. The term of the Partnership commenced on September 26, 2011, and except as otherwise provided in this Agreement, shall continue in full force and effect until the tenth anniversary of the Final Closing Date; *provided, however*, that, with the consent of the Advisory Board, the General Partner may extend the term of the Partnership for up to two additional one-year periods to provide for the orderly liquidation of the Partnership and its Investments.

1.6. Qualification in Other Jurisdictions. The General Partner shall cause the Partnership to be qualified or registered under foreign limited partnership statutes or similar laws in any jurisdiction in which the Partnership owns property or transacts business to the extent the General Partner determines such qualification or registration to be necessary or advisable in order to protect the limited liability of the Limited Partners or to permit the Partnership to lawfully own property or transact business in any such jurisdiction. The General Partner shall execute, file and publish all such certificates, notices, statements or other instruments necessary to permit the Partnership lawfully to own property and conduct business as a limited partnership in all jurisdictions where the Partnership elects to own property or transact business and to maintain the limited liability of the Limited Partners.

1.7. Withdrawal of Initial Limited Partner. On the Initial Closing Date simultaneously with the admission of the Limited Partners pursuant to this Agreement, the Initial Limited Partner shall be deemed to have withdrawn from the Partnership. Upon such withdrawal, the Initial Limited Partner shall cease to be a partner of the Partnership and the Partnership shall return the original capital contribution made by the Initial Limited Partner, who shall have no further rights or claims against, or obligations as a partner of, the Partnership.

ARTICLE II

DEFINITIONS; DETERMINATIONS

2.1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below or as otherwise specified herein:

"Active Member" means a member of the General Partner who is an active employee of the General Partner, the Manager or any other Sponsor Party and who is actively involved in managing the Partnership's activities at the time of the event which requires that such Person's status as an Active Member be determined. Each Key Person shall be deemed to be an Active Member for so long as such Person continues to be an active employee of the General Partner, the Manager or any other Sponsor Party.

"Adjusted Cost" has the meaning set forth in Section 4.3(d)(i).

"Advisers Act" means the Investment Advisers Act of 1940, as amended from time to time, and the rules and regulations promulgated thereunder.

"Advisory Board" means the Advisory Board referred to in Article VIII.

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" shall include, without limitation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, each Key Person (so long as he is employed by the Manager or its Affiliates) shall be treated as an Affiliate of the General Partner and the Manager. Notwithstanding the foregoing, (i) neither a Portfolio Company nor any of its Affiliates shall be deemed to be an Affiliate of the Partnership, any Sponsor Party or another Portfolio Company solely as a result of an investment therein, or any exercise of management rights in connection with such investment, by the Partnership or the Related Vehicles, (ii) no Related Vehicle or Feeder Fund shall be deemed to be an Affiliate of the Partnership or any Sponsor Party, (iii) neither the Partnership nor any Related Vehicle shall be deemed to be an Affiliate of any Sponsor Party and (iv) neither PNC nor any of its Affiliates shall be deemed to be an Affiliate of the General Partner, the Manager or any Key Person.

"After-Tax Amount" means an amount equal to (i) the amount of any Carried Interest Distributions received by the General Partner with respect to a Limited Partner, *minus* (ii) the amount of income tax imposed on (net of any accrued income tax benefit in respect of) allocations of taxable income related to such Carried Interest Distributions (which tax composition shall be calculated based on the Assumed Income Tax Rate). The income tax reduction calculated under clause (ii) with respect to securities initially received in kind from the Partnership shall include taxes which would have been imposed on the General Partner and its direct and indirect members, based on the Assumed Income Tax Rate at the time of such distribution, had such securities been sold at the time of their distribution in kind.

"Aggregate Commitments" means, as of any date of determination, the aggregate Commitments of all Partners.

"Aggregate Combined Commitments" means, as of any date of determination, the *sum* of (i) Aggregate Commitments, *plus* (ii) the aggregate capital commitments of the Parallel Fund LPs to the Parallel Funds.

"Agreement" means this Amended and Restated Agreement of Limited Partnership of Incline Equity Partners III (PSERS), L.P., as amended or modified from time to time in accordance with its terms.

"Allocable Share" means the fraction obtained by dividing (i) the aggregate Investment Contributions invested in all Realized Investments by (ii) the aggregate Investment Contributions invested in all existing and former Investments.

"Alternative Vehicle" means an investment vehicle formed by the General Partner or its Affiliates pursuant to Section 13.2 for the purpose of making an Investment (or a portion thereof) on behalf of all or certain Partners through such vehicle in lieu of making such Investment (or portion thereof) through the Partnership.

"Applicable Carry Percentage" means, as of any date of determination, the percentage obtained by using the following equation:

$$19\% - [1\% \times (A \div B)]$$

where:

A = the aggregate capital commitments of the Parallel Fund LPs with respect to which the general partner (or other comparable entity) of such Parallel Funds is entitled to receive carried interest distributions, and

B = the aggregate Commitments of the Limited Partners with respect to which the General Partner is entitled to receive Carried Interest Distributions.

"Applicable Law" means the laws of any state of the United States, including such laws of any political subdivision of a state, which are comparable to the fiduciary duty provisions of ERISA and/or the prohibited transaction provisions of ERISA and Code Section 4975.

"Assumed Income Tax Rate" means the highest effective marginal combined Federal, state and local income tax rate for a Fiscal Year prescribed for an individual residing in Pittsburgh, Pennsylvania (taking into account (i) the deductibility of state and local income taxes for Federal income tax purposes and (ii) the character (e.g., long-term or short-term capital gain or ordinary or exempt) of the applicable income).

"Available Profits" means, with respect to any Waiver, the sum of the share of the Limited Partners of all gains (without offset for losses) attributable to periods after the effective date of the Waiver included in Profits derived by the Partnership from dispositions of Investments; *provided* that, from and after the end of the Investment Period, there shall also be included in Available Profits with respect to any prior Waiver the sum of the share of the Limited Partners of all income included in Profits (without offset for deductions) derived from Investments attributable to such periods. Available Profits shall not include Short-Term Investment Income and, as of any date, shall be reduced by the amount of the special allocations of Profits to the General Partner pursuant to Section 3.3(b) with respect to Deemed Contributions and the Unapplied Waived Fee Amount.

"Base Rate" means, on any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks.

"BHCA" means the Bank Holding Company Act of 1956, as amended from time to time (including, without limitation, any modifications made pursuant to the Gramm-Leach-Bliley Act), and the rules and regulations promulgated thereunder, or any successor statute thereto.

"BHCA Limited Partner" has the meaning set forth in Section 7.15(a).

"BHCA Non-Voting Interest" has the meaning set forth in Section 7.15(b).

"Blocker Corporation" has the meaning set forth in Section 6.5(a).

"Breach of the Standard of Conduct" means, with respect to any Indemnitee or any other Person entitled to indemnification pursuant to Section 6.9, any act or omission by such Indemnitee or such other Person which has been determined in a final decision (after one appeal or the expiration of time to appeal) of a court of competent jurisdiction to constitute gross negligence, willful misconduct, fraud, a material violation of Federal or state securities laws or a material violation of foreign securities laws but only to the extent such violation of foreign securities laws has, or could reasonably be expected to have, a material adverse effect on the Partnership (in each case, with respect to the affairs of the Partnership), a willful and material breach of this Agreement or the Management Agreement or failure to exercise the care, skill, prudence and diligence under the circumstances then prevailing which persons of reasonable prudence, discretion and intelligence, who possess the level of skill in such matters commonly possessed by investment professionals in the private equity industry, exercise in the conduct of an investment enterprise with purposes similar to those of the Partnership.

"Broken Deal Expenses" means all out-of-pocket expenses incurred by or on behalf of the Partnership or any Related Vehicle in connection with a potential Investment or Disposition that is not consummated, including, without limitation, financing, commitment, transaction or similar fees payable in connection therewith, fees and expenses of attorneys, accountants, investment bankers and consultants, printing expenses and due diligence expenses (including, without limitation, travel expenses).

"Business Day" means a day which is not a Saturday, Sunday or a day on which banks in New York City are authorized or required by law to close.

"Capital Account" has the meaning set forth in Section 3.2.

"Capital Account Summary" has the meaning set forth in Section 11.3(a).

"Capital Call Notice" has the meaning set forth in Section 3.1(b).

"Capital Contribution" means, with respect to each Partner as of any date of determination, the amount of cash capital contributions received by the Partnership from such Partner pursuant to its Commitment (excluding any yield or interest paid under Section 7.6) through such date.

"Carried Interest Distribution" means distributions to the General Partner pursuant to Sections 4.3(a)(iii) and (a)(iv)(A) and advances to the General Partner pursuant to Section 4.4 that are not repaid from subsequent distributions.

"Carrying Value" means, with respect to any Partnership asset, the asset's adjusted basis for Federal income tax purposes, except that the Carrying Values of all Partnership assets shall be adjusted to equal their respective Values in accordance with the rules

set forth in Regulations Section 1.704 -1 (b) (2) (iv) (f), except as otherwise provided herein, immediately prior to: (i) the date of the acquisition of any additional interest by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution; (ii) the date of the distribution of more than a *de minimis* amount of Partnership property (other than a *pro rata* distribution) to a Partner (*provided* that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner determines in its reasonable discretion that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners); or (iii) the date of the grant of an interest in the Partnership (other than a de minimis interest) as consideration for the provision of services to, or for the benefit of, the Partnership, including the date of any Deemed Contributions. The Carrying Value of any Partnership asset distributed to any Partner (including upon liquidation of the Partnership) shall be adjusted immediately prior to such distribution to equal its Value. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits and Losses" rather than the amount of depreciation determined for Federal income tax purposes.

"Catch-up" has the meaning set forth in Section 4.3(a)(iii).

"Cause Event" has the meaning set forth in Section 9.3(a).

"Certificate" has the meaning set forth in Section 1.1.

"Clawback Amount" has the meaning set forth in Section 9.5(b).

"Clawback Determination Date" has the meaning set forth in Section 9.5(a).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Combined Limited Partners" means the Limited Partners and the Parallel Fund LPs.

"Commitment" means, with respect to each Partner, the aggregate amount of cash agreed to be contributed as capital to the Partnership by such Partner (excluding any yield or interest paid under Section 7.6) as specified on **Schedule I** attached hereto, as such **Schedule I** may be modified from time to time pursuant to the terms of this Agreement.

"Confidential Information" means (i) information or materials relating to the Partnership or any Portfolio Company that are not generally known to the public (including, but not limited to, products or services, pricing structures, accounting and business methods, inventions, devices, new developments, methods and processes, customers and clients and customer or client lists, copyrightable works and all technology, trade secrets and other proprietary information), (ii) information or materials the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or any Portfolio Company and (iii) any other information or materials which the General Partner, the Partnership or any Portfolio Company is required by law or agreement to keep confidential.

"Conflict Parties" has the meaning set forth in Section 6.11(b).

"Core Commitment" has the meaning set forth in Section 4.3(h).

"Cost Contributions" means the aggregate amount of all Capital Contributions made by the Partners that are not Investment Contributions.

"Current Income" means all interest and dividend income (including original issue discount and payment in kind income) from securities held by the Partnership (other than Short-Term Investment Income).

"Deemed Contribution" means, as of any date, for any Capital Call Notice used to call Capital Contributions for an Investment or to pay any Partnership Expenses, the amount by which the Capital Contributions required from the General Partner in respect of its Commitment are reduced pursuant to Section 3.1(e) in connection with any waiver of Management Fees by the Manager pursuant to Section 5.4.

"Defaulting Limited Partner" has the meaning set forth in Section 7.9(a).

"Disclosure Letter" has the meaning set forth in Section 14.16.

"Disposition" means, with respect to any Investment, (i) the sale, exchange or other disposition by the Partnership of all or any portion of such Investment, or (ii) the redemption, repayment or repurchase by the issuer thereof of all or any portion of such Investment (including but not limited to (i) any repayment of principal on a debt obligation or similar payment or redemption in relation to preferred or preference stock), in any such case for cash or for securities which can be (and are) distributed to the Partners pursuant to Section 4.5. Without limiting the foregoing, a Disposition shall include (A) the receipt by the Partnership of a liquidating dividend, distribution upon a sale of all or substantially all of the assets of a Portfolio Company or other like distribution for cash or for securities on such Investment or any portion thereof which can be (and are) distributed to the Partners pursuant to Section 4.5 and (B) the distribution in kind to the Partners of all or any portion of such Investment (or any Freely Tradeable Securities received in exchange for such Investment) as permitted hereby. A Disposition shall be deemed to include an Investment becoming completely worthless within the meaning of Section 165(g) of the Code.

"Disposition Proceeds" means, with respect to any Realized Investment, the amount of cash received by the Partnership upon Disposition thereof, net of Partnership Expenses paid therefrom and reserves established in accordance with Section 4.1(b).

"ECI" means income "effectively connected with the conduct of a trade or business" within the meaning set forth in Sections 864, 871 and 882 of the Code (including any gain taxable under Section 897 of the Code).

"ECI Blocker Partner" means a Limited Partner that has notified the General Partner in writing (prior to its admission to the Partnership, in the space provided therefor in such Limited Partner's Subscription Agreement or at such other times as are agreed to by the General Partner and such Limited Partner) of its election to be treated as an "ECI Blocker Partner" for purposes of Section 6.5.

"ECI Investment" means any Investment that the General Partner determines, in its reasonable judgment, would have a significant risk of generating ECI if such Investment were owned directly by the Partnership.

"Eighty Percent in Interest" has the meaning set forth in Section 2.2(a).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor statute thereto.

"ERISA Partner" means any Limited Partner that is (i) an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975 of the Code, including an individual retirement account or other arrangement subject to Section 4975 of the Code, (iii) a trust for the benefit of one or more "employee benefit plans" or "plans" described in the foregoing clause (i) or (ii), or (iv) an entity whose underlying assets are considered to include "plan assets" pursuant to the Plan Assets Regulations, by reason of investment in such entity by an "employee benefit plan" or "plan" described in the foregoing clause (i) or (ii).

"Escrow Agent" has the meaning set forth in Section 4.3(i).

"Excess Organizational Expenses" means Organizational Expenses in excess of $1,250,000.

"Excess Securities" has the meaning set forth in Section 4.5(d).

"Executive Feeder Fund" means Incline Equity Partners III Executive Feeder, L.P., a Delaware limited partnership.

"Existing PNC Funds" means any of PNC Equity Partners, L.P., PNC Equity Partners II, L.P., and PNC Venture Corp.

"Fair Value Capital Account" means, with respect to each Partner, the amount that would be distributed to such Partner if, on the date as of which such determination is being made, each security owned by the Partnership had been sold at its Value (determined in accordance with Article X) and the Partnership had been liquidated in accordance with Section 9.4.

"FCC" means the Federal Communications Commission.

"Feeder Fund" shall have the meaning set forth in Section 13.4 and shall include, without limitation, the Executive Feeder Fund.

"Feeder Investor" shall have the meaning set forth in Section 13.4.

"FHC" has the meaning set forth in Section 7.15(e).

"Final Closing Date" means the date which is the one year anniversary of the Initial Closing Date.

"Fiscal Period" means either a Fiscal Quarter or a Fiscal Year, as the context may require.

"Fiscal Quarter" means a calendar quarter or, in the case of the first and last Fiscal Quarters of the Partnership, the portion thereof commencing on the Initial Closing Date or ending on the date on which the liquidation and winding up of the Partnership is completed, respectively.

"Fiscal Year" means a calendar year or, in the case of the first and the last Fiscal Years of the Partnership, the portion thereof commencing on the Initial Closing or ending on the date on which the liquidation and winding up of the Partnership is completed, respectively.

"Follow-On Investments" means any additional Investment in an existing Portfolio Company or an Affiliate thereof after the date of the Partnership's initial Investment therein.

"Foreign Investments" has the meaning set forth in Section 6.4(b).

"Freely Tradable Securities" has the meaning set forth in Section 4.1(a).

"General Partner" has the meaning set forth in the introductory paragraph of this Agreement and shall include any other Person that becomes a successor general partner of the Partnership pursuant to the terms of this Agreement, in each case in such Person's capacity as general partner of the Partnership.

"Governmental Plan Partner" means a Limited Partner that is a "governmental plan" (as defined in Section 3(32) of ERISA).

"Indemnitee" has the meaning set forth in Section 6.9(a).

"Initial Closing Date" has the meaning set forth in the introductory paragraph to this Agreement.

"Initial Limited Partner" has the meaning set forth in the introductory paragraph to this Agreement.

"Investment" means any direct or indirect investment made by the Partnership in any entity (including, without limitation, Follow-On Investments but excluding Short-Term Investments).

"Investment Company Act" means the Investment Company Act of 1940, as amended from time to time, and the rules and regulations promulgated thereunder.

"Investment Contributions" means the Capital Contributions that are used to make an Investment or to pay expenses incurred directly in connection with the making, maintaining or disposing of such Investment.

"Investment Period" means the period commencing on the Initial Closing Date and expiring on the earliest of (i) the date when all of the Commitments have been invested or used to pay Partnership Expenses (including Management Fees), (ii) the fifth anniversary of the Final Closing Date or (iii) the date when the Investment Period is sooner terminated pursuant to Section 6.15.

"Investment Proceeds" means all cash, securities and other property received by the Partnership in respect of any Investment or portion thereof, and any proceeds thereof (excluding the securities that constitute the Investment except to the extent that they are distributed to the Partners in kind and net of any expenses or taxes imposed on the Partnership in connection with such receipt), but not including Short-Term Investment proceeds received by the Partnership.

"Investment Related Giveback Amount" has the meaning set forth in Section 7.14(b).

"Investor Group" has the meaning set forth in Section 6.14.

"Investor Group Investments" has the meaning set forth in Section 6.14.

"Key Person" means each of (i) Wali C. Bacdayan, John C. Glover and Justin L. Bertram and (ii) such other persons designated as a "Key Person" by the General Partner from time to time in replacement of any person described in the preceding clause (i) or this clause (ii) and approved by the Advisory Board.

"Key Person Event" means the occurrence of any of the following events:

(i) the failure of John C. Glover to devote substantially all of his business time to the business and affairs of the Partnership, the Predecessor Funds, any Permitted Successor Fund and the portfolio companies of the foregoing ("Fund Activities");

(ii) fewer than two Key Persons are devoting substantially all of their respective business time to Fund Activities;

(iii) the failure of Key Persons and former Key Persons collectively to own at least a majority of the economic interests of the General Partner and the Manager; or

(iv) the failure of Key Persons collectively to own at least a majority of the voting interests of the General Partner and the Manager.

"Law Firms" has the meaning set forth in Section 14.7(a).

"Limited Partner Affiliate" has the meaning set forth in Section 7.16(a).

"Limited Partner Regulatory Problem" means, with respect to any Limited Partner that is an ERISA Partner or a Governmental Plan Partner, that (i) the Limited Partner (or any plan which is a constituent of the Limited Partner, the plan sponsor of such Limited Partner or any Affiliate of the plan sponsor) would reasonably likely be in violation (unless immaterial) of

ERISA or Applicable Law if such Limited Partner were to continue as a Limited Partner of the Partnership, (ii) there is a material likelihood that (A) with respect to an ERISA Partner, any portion of the assets of the Partnership constitutes "plan assets" within the meaning of the Plan Assets Regulation, or (B) with respect to a Governmental Plan Partner, there will be a result under Applicable Law similar to the result as described in subclause (A), or (iii) the General Partner otherwise agrees in writing, in its sole discretion and at the request of any Limited Partner, that the provisions of Section 7.7 shall apply to such Limited Partner in certain specified circumstances to the same extent as if such Limited Partner had a Limited Partner Regulatory Problem pursuant to clause (i), or (ii) above.

"Limited Partners" has the meaning set forth in the introductory paragraph of this Agreement, and shall include each Person who is admitted to the Partnership as a substitute Limited Partner pursuant to Section 7.3(b) or as an additional Limited Partner pursuant to Section 7.6, as such Persons are listed on **Schedule I**, and as such schedule may be amended from time to time as provided herein.

"Liquidating Trustee" has the meaning set forth in Section 9.4.

"Losses" has the meaning set forth in Section 6.9(b).

"Main Fund" has the meaning set forth in Section 1.3.

"Majority in Interest" has the meaning set forth in Section 2.2(a).

"Management Agreement" means the Investment Management Agreement by and among the Partnership, the General Partner and the Manager dated as of the Initial Closing Date, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Management Fee" has the meaning set forth in Section 5.1(a).

"Management Fee Payment Date" means (i) in the case of the initial payment of Management Fees, the date selected by the General Partner after the Initial Closing Date upon at least ten (10) Business Days prior written notice to the Limited Partners and (ii) in the case of each subsequent payment of Management Fees, the first day of each Fiscal Quarter.

"Manager" means Incline Management Corp., a Pennsylvania corporation, which shall manage the Partnership's Investments pursuant to the Management Agreement.

"Manager Expenses" has the meaning set forth in Section 6.7(a).

"Marketable Securities" means securities that are traded on an established U.S. or non-U.S. securities exchange, reported through the NASDAQ or comparable non-U.S. established over-the-counter trading system, traded over-the-counter or traded on PORTAL (in the case of securities eligible for trading pursuant to Rule 144A).

"Material Adverse Effect" means any of the following:

(i) a violation of any law, regulation, license, permit or other similar approval that is reasonably likely to have a material adverse effect on a Portfolio Company, the Partnership, any Partner or any Affiliate of the foregoing Persons;

(ii) an occurrence which is reasonably likely to subject a Portfolio Company, the Partnership, any Partner or any Affiliate of the foregoing Persons to any material regulatory or tax requirement to which it would not otherwise be subject, or that is reasonably likely to materially increase any such regulatory or tax requirement beyond what it would otherwise have been; or

(iii) an occurrence that is reasonably likely to result in any Investments or other assets owned by the Partnership to be deemed to be "plan assets" under the Plan Assets Regulation, or similar concept under Applicable Law, or that is reasonably likely to result in a "prohibited transaction" under ERISA, Code Section 4975 or a similar concept under Applicable Law.

"Media or Common Carrier Company" means an entity that, directly or indirectly, owns, controls or operates or has an attributable interest in (i) a U.S. broadcast radio or television station or a U.S. cable television system, (ii) a "daily newspaper" (as such term is defined in Section 73.3555 of the FCC's rules and regulations), (iii) any communications facility operated pursuant to a license or authority granted by the FCC, or (iv) any other business that is subject to FCC regulations under which the ownership of the Partnership in such entity may be attributed to a Limited Partner or under which the ownership of a Limited Partner in another business may be subject to limitation or restriction as a result of the ownership of the Partnership in such entity.

"Money Partner" means any Limited Partner and the General Partner only with respect to its Capital Commitment (whether satisfied in cash or Deemed Contributions). For avoidance of doubt, the term "Money Partner" shall not include the General Partner with respect to its interest in, or right to receive, Carried Interest Distributions.

"NASDAQ" means the National Association of Securities Dealers Automated Quotation System.

"Net Gain from a Writeup" has the meaning set forth in Section 4.3(c)(iii).

"Net Loss from a Writedown" has the meaning set forth in Section 4.3(c)(ii).

"Net LP Distributions" has the meaning set forth in Section 9.5(a).

"Non-Participating Limited Partner" means, with respect to any Investment, any Limited Partner that has been excused, or has been excluded, from participating in all or any part of such Investment pursuant to the terms, and subject to the limitations, set forth in Section 7.13.

"Opinion of Limited Partner's Counsel" means a written opinion of any counsel selected by a Limited Partner, which counsel and form and substance of the opinion shall be reasonably acceptable to the General Partner; *provided* that a Limited Partner's in-house counsel shall be deemed acceptable.

"Opinion of the Partnership's Counsel" means a written opinion of Covington & Burling LLP or other counsel selected by the General Partner, which counsel and form and substance of the opinion shall be reasonably acceptable to the Limited Partner (or Limited Partners with at least a majority of the Limited Partner Commitments) affected by such opinion. If an Opinion of the Partnership's Counsel is required to be delivered under this Agreement, a copy of such opinion shall be furnished to any Limited Partner upon request by such Limited Partner.

"Organizational Expenses" means all reasonable expenses (including, without limitation, travel and accommodation expenses, printing costs, legal and accounting fees and expenses, and filing fees and expenses) incurred in connection with the organization and establishment of the Partnership, the General Partner and any Parallel Fund, and the marketing and offering of interests in the Partnership or any Parallel Fund, but not including any Placement Fees.

"Original Agreement" has the meaning set forth in Section 1.1.

"Other Giveback Amount" has the meaning set forth in Section 7.14(c).

"Parallel Fund LPs" means the limited partners of, or other investors in, the Parallel Funds.

"Parallel Funds" has the meaning set forth in Section 13.1.

"Partners" has the meaning set forth in the introductory paragraph of this Agreement.

"Partnership" has the meaning set forth in the introductory paragraph of this Agreement.

"Partnership Act" has the meaning set forth in Section 1.1.

"Partnership Expenses" has the meaning set forth in Section 6.7(b).

"Partnership Legal Matters" has the meaning set forth in Section 14.7(b).

"Partnership Media or Common Carrier Company" has the meaning set forth in Section 7.16.

"Partnership Regulatory Risk" means a material risk of subjecting the Partnership, the General Partner or any of their respective partners, members, managers, shareholders or owners to any governmental law or regulation (or any violation thereof) or requiring registration with any governmental agency.

"Permitted Reinvestment Amounts" means, with respect to any Partner, the *sum* of (without duplication): (i) the aggregate amount of distributions received by such Partner pursuant to Section 4.3(a)(i)(A) with respect to an Investment that has been the subject of a Disposition (or a partial Disposition) by the Partnership within 18 months of the date of the

Partnership's initial acquisition thereof, *plus* (ii) the aggregate amount of distributions received by such Partner pursuant to Section 4.3(a)(i)(A) with respect to any other Investment which would have been permitted to be withheld and reinvested by the General Partner pursuant to Section 4.1(c) in lieu of being so distributed, *plus* (iii) the aggregate amount of Capital Contributions made by such Partner pursuant to Section 3.1 that have been returned to such Partner in lieu of their application by the Partnership, *plus* (iii) the aggregate amount of distributions received by such Partner pursuant to the third sentence of Section 7.6 (excluding the interest component described therein), *plus* (iv) the aggregate amount of distributions received by such Partner from amounts paid to the Partnership pursuant to the last sentence of Section 13.1(d) (excluding the interest component thereof).

"Permitted Successor Fund" means a Successor Fund that is permitted to be Closed pursuant to Section 6.12.

"Person" means an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental, quasi-governmental, judicial or regulatory entity or any department, agency or political subdivision thereof.

"Placement Agent" means any person (excluding regular, full-time employees of the General Partner or the Manager) or entity hired, engaged, or retained by or acting on behalf of the General Partner, or on behalf of another Placement Agent, as a finder, solicitor, marketer, consultant, broker, lobbyist, or other intermediary to raise money or investments from or to obtain access to the Limited Partners directly or indirectly.

"Placement Fees" means, with respect to any Fiscal Period, any placement fees, finder's fees or similar fees paid during such Fiscal Period to a Placement Agent with respect to a subscription for a limited partner interest in the Partnership or any Parallel Fund.

"Plan Assets Regulation" means the regulation issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as such regulation may be amended from time to time and as modified by Section 3(42) of ERISA.

"PNC" means The PNC Financial Services Group.

"PNC Fund I" means PNC Equity Partners L.P., together with certain amounts co-invested by PNC alongside PNC Equity Partners, L.P.

"PNC Fund II" means PNC Equity Partners II, L.P.

"Portfolio Company" means any Person in which the Partnership makes or holds an Investment.

"Predecessor Funds" means PNC Fund I and PNC Fund II.

"Preferred Return" means, with respect to each Partner, as of any date of determination, the excess of (i) the aggregate amount of distributions then and previously made

(regardless of the source or character thereof other than Carried Interest Distributions to the General Partner) to such Partner (or any successor holder) pursuant to Article IV and Section 9.5 over (ii) the aggregate amount of Capital Contributions made by such Partner on or prior to such date that are attributable to the amount returned to such Partner pursuant to Section 4.3(a)(i), as is required to cause the cumulative internal rate of return from the Initial Closing Date through the date of determination on such Capital Contributions to equal 8% per annum compounded annually. For purposes of calculations of Preferred Return pursuant to this paragraph, (i) each Capital Contribution shall be treated as having been made on the date on which such Capital Contribution was paid or due to the Partnership (whichever is later), *provided* that, if all or any portion of net cash proceeds received by the Partnership are deemed by the General Partner pursuant to Sections 4.1(b) or 6.4(a) to have been distributed to the Partners and simultaneously returned as a Capital Contribution pursuant to Section 3.1, each such Capital Contribution shall be treated as having been made on the date that such net cash proceeds were deemed distributed by and returned to the Partnership, and (ii) actual distributions (other than Carried Interest Distributions to the General Partner) made prior to the date of determination shall be taken into account first (in the order such distributions were made and taking into account the actual date of each such distribution) and, to the extent that such actual distributions are not sufficient to cause a Partner's internal rate of return (with respect to the Capital Contributions described in the first sentence of this definition) to equal 8% per annum, compounded annually, as of the date of determination, Preferred Return shall include the amount of additional distributions that would need to be made on the date of determination in order to cause the Partner's internal rate of return (with respect to the Capital Contributions described in the first sentence of this definition) to equal 8% per annum, compounded annually.

"Proceeding" means any legal action, suit or proceeding by or before any court, arbitrator, governmental body or other agency.

"Profits" and "Losses" mean, for each Fiscal Year or other period, the taxable income or loss of the Partnership, or particular items thereof, determined in accordance with the accounting method used by the Partnership for Federal income tax purposes with the following adjustments: (i) items of income, gain, loss or deduction allocated pursuant to Section 3.3(b) and (c), if any, shall not be taken into account in computing such taxable income or loss; (ii) any income of the Partnership that is exempt from Federal income taxation and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss; (iii) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (iv) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value (other than an adjustment in respect of depreciation), the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (v) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes the amount of depreciation, amortization or cost recovery deductions with respect to such asset shall for purposes of determining Profits and Losses be an amount which bears the same ratio to such Carrying Value as the Federal income tax depreciation, amortization or other cost recovery deductions bears to such adjusted tax basis (*provided* that if the Federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits

and Losses); and (vi) except for items in (i) above, any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be treated as deductible items.

"PSERS" has the meaning set forth in the introductory paragraph of this Agreement.

"PSERS Designee" has the meaning set forth in Section 8.1.

"PSERS Subscription Agreement" means the Subscription Agreement executed by PSERS and the General Partner.

"Realized Investment" means, as of any date, the portion of any Investment that has been the subject of a Disposition on or prior to such date.

"Regulated Partner" has the meaning set forth in Section 7.7(b).

"Regulatory Sale" has the meaning set forth in Section 7.7(d).

"Regulatory Solution" has the meaning set forth in Section 7.7(e).

"Reimbursing Partner" has the meaning set forth in Section 7.8(a).

"Related Vehicle" means a Parallel Fund and, when the context so requires, an Alternative Vehicle.

"Remedy Period" has the meaning set forth in Section 7.7(c).

"Reserve Account" has the meaning set forth in Section 4.3(h).

"Reserved Distributions" has the meaning set forth in Section 4.3(h).

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute thereto.

"Seventy-Five Percent in Interest" has the meaning set forth in Section 2.2(a).

"Short-Term Investment Income" means all income earned on Short-Term Investments, including any gains and net of any losses realized upon the disposition of Short-Term Investments.

"Short-Term Investments" means (i) commercial paper rated no lower than "A-1" by Standard & Poor's Ratings Services or "P-1" by Moody's Investors Service, Inc., (ii) United States obligations, (iii) state or municipal governmental obligations or money market instruments having equivalent credit ratings to the securities listed in clause (i) above, (iv) certificates of deposit issued by, or other deposit obligations of, commercial banks chartered by the United States or a state thereof having combined capital and surplus of at least $500,000,000, and (v) other similar obligations and securities having equivalent credit ratings to the securities listed in

clause (i) above, in each case maturing in one year or less at the time of investment by the Partnership.

"Side Letter" has the meaning set forth in Section 14.8.

"Sixpoint" has the meaning set forth in Section 14.16.

"Sponsor Party" means (i) the General Partner, (ii) the Manager, (iii) the Key Persons and each other investment professional employee of the Manager (so long as the Persons referred to in this clause (iii) are employed by the Manager or its Affiliates) and (iv) any Affiliate of the Persons listed in the foregoing clauses (i) through (iii).

"Subscription Agreement" means the agreement executed by the Partnership and each of the Limited Partners concurrently with its admission to the Partnership, whereby each Limited Partner subscribes for an interest in the Partnership and makes for itself the representations and warranties set forth therein.

"Subsequent Closing" has the meaning set forth in Section 7.6.

"Substantial Deployment Date" has the meaning set forth in Section 6.12.

"Successor Fund" means a private equity fund (other than a Related Vehicle and any vehicle established for the purpose of facilitating a co-investment alongside the Partnership permitted by this Agreement) (i) formed on or after the Initial Closing Date by the General Partner, the Manager, any Key Person (if such Person is then an Active Member) or any of their respective Affiliates and (ii) that has investment objectives which are substantially similar to the investment objectives of the Partnership.

"Suspension Period" has the meaning set forth in Section 6.15(b)(ii).

"Target Amount" has the meaning set forth in Section 4.3(b).

"Tax Advances" has the meaning set forth in Section 4.6(a).

"Tax Distributions" means a portion of any distributions (whether or not designated as a Tax Distribution pursuant to Section 4.4) made to the General Partner with respect to a Fiscal Year equal to anticipated taxes (net of any accrued income tax benefit) in respect of the Carried Interest Distributions credited to the General Partner's Capital Account for such Fiscal Year. All calculations of anticipated taxes pursuant to this definition shall be based upon the Assumed Income Tax Rate and shall take into account the character of any gains or losses.

"Tax Exempt Partner" means any Limited Partner (or any partner or member of a Limited Partner that is a flow-through entity for Federal income tax purposes) that (i) is exempt from income taxation under Section 501(a) of the Code (or any Limited Partner that is owned principally by entities that are so exempt) and (ii) has indicated (in the space provided therefor in such Limited Partner's Subscription Agreement) its status as a "Tax Exempt Partner."

"Tax Matters Partner" has the meaning set forth in Section 11.6.

"Trade Secrets" has the meaning set forth in Section 7.12(b).

"Transaction Fees" means all closing fees, investment banking fees, placement fees, commitment fees, breakup fees, debt financing fees, monitoring fees, consulting fees, directors' fees, litigation proceeds from transactions not consummated by the Partnership in connection with the Partnership's proposed investment in such transactions, and other fees similar to any of the above fees (whether in the form of cash, securities or otherwise) received by the Active Members (or former Active Members to the extent received while an Active Member), the General Partner, the Manager or their respective managers, officers or employees from Portfolio Companies in respect of the Partnership's investment or proposed investment in such Portfolio Companies (but with respect to non-cash consideration, only including the net cash proceeds as and when received by such Persons), and, in each case, net of any unreimbursed amounts for out-of-pocket costs and expenses incurred by such Persons or the Partnership in connection with all consummated or unconsummated transactions or in connection with generating any of the above fees (which shall not include Manager Expenses); *provided*, "Transaction Fees" shall not include fees for bona fide services provided by Key Persons or other employees of the General Partner, the Manager or their Affiliates meeting the standards set forth in clauses (A) and (B) of Section 6.11(e). In the event Transaction Fees are in the form of options, warrants or other rights to purchase securities of a Portfolio Company and they have not been sold or otherwise liquidated prior to the Partnership's dissolution, such securities shall be sold to the Partnership at the lower of their cost or market value (without duplication of amounts previously paid therefor by the Partnership), if any, prior to the final distribution of the Partnership's assets pursuant to Section 9.4.

"Transfer" has the meaning set forth in Section 7.3(a).

"Two-Thirds in Interest" has the meaning set forth in Section 2.2(a).

"UBTI" means items of gross income taken into account for purposes of calculating unrelated business taxable income as defined in Section 512 and Section 514 of the Code.

"UBTI Blocker Partner" means a Limited Partner that has notified the General Partner in writing (prior to its admission to the Partnership, in the space provided therefor in such Limited Partner's Subscription Agreement or at such other times as are agreed to by the General Partner and such Limited Partner) of its election to be treated as a "UBTI Blocker Partner" for purposes of Section 6.5.

"UBTI Investment" means any Investment which the General Partner determines, in its reasonable judgment, would have a significant risk of generating UBTI if such Investment were owned directly by the Partnership.

"Unaffiliated Limited Partner" means any Limited Partner that is not a Sponsor Party.

"Unapplied Waived Fee Amount" means, as of any date of determination, (i) the aggregate amount of Management Fees that have been waived by the General Partner pursuant to Section 5.4 as of such date of determination, *minus* (ii) the aggregate Deemed Contributions made prior to such time, *minus* (iii) the aggregate amounts distributed to the General Partner pursuant to the final sentence of Section 4.3(b).

"Undrawn Commitment" means, with respect to any Partner, as of any date of determination, (i) such Partner's Commitment as of such date *minus* (ii) the *excess* of (A) the aggregate amount of all Capital Contributions made by such Partner as of such date (including, for purposes of this calculation, the aggregate amount of all Capital Contributions made by such Partner to Alternative Vehicles and, in the case of the General Partner, all Deemed Contributions with respect to the General Partner) *over* (B) all Permitted Reinvestment Amounts with respect to such Partner as of such date.

"Unpaid Preferred Return" with respect to each Partner means, as of any date of determination, the excess, if any, of (i) such Partner's Preferred Return, over (ii) the aggregate amount of all distributions made to such Partner pursuant to Sections 4.3(a)(ii) and 4.3(a)(iv)(B).

"Unrealized Portfolio Investment" means any Investment (or portion thereof) that has not yet been the subject of a Disposition.

"Value" means, with respect to any securities or other property as of any date of determination, the fair market value thereof as determined in accordance with Article X hereof.

"VCOC" means "venture capital operating company" as such term is defined in the Plan Assets Regulation.

"VCOC Date" has the meaning set forth in Section 3.1(c).

"Waived Fee Amount" has the meaning set forth in Section 5.4.

"Waiver" has the meaning set forth in Section 5.4.

"Waiver Notice" has the meaning set forth in Section 5.4.

"Writedown" has the meaning set forth in Section 4.3(d).

"Writeup" has the meaning set forth in Section 4.3(d).

2.2. Voting; Determinations.

(a) For purposes of this Agreement, "Majority in Interest", "Two-Thirds in Interest", "Seventy-Five Percent in Interest" and "Eighty Percent in Interest" means, as of any date of determination, (i) in the case of any vote or other action permitted or required to be taken by the Limited Partners under this Agreement, the specified portion or percentage of the Aggregate Commitments as of such date, and (ii) in the case of any vote or other action permitted or required to be taken by the Combined Limited Partners under this Agreement, the specified portion or percentage of the Aggregate Combined Commitments. For purposes of the

foregoing, the following will be disregarded for purposes of determining whether the specified voting thresholds have been met: (A) Commitments of Limited Partners (and commitments of Parallel Fund LPs) that are Sponsor Parties; and (B) Commitments of Defaulting Limited Partners (and commitments of defaulting Parallel Fund LPs). A Feeder Fund (including the Executive Feeder Fund) will not be treated as an Affiliate of a Sponsor Party for purposes of the prior sentence solely by reason of the fact that the General Partner (or one of its Affiliates) is acting as the general partner (or in a similar capacity) with respect to such Feeder Fund. All Limited Partners shall constitute a single class or group and, except as may be specifically otherwise provided herein, shall vote or grant written consent as a single class with respect to any matters on which Limited Partners have the right to vote or act by written consent hereunder or under the Partnership Act.

(b) The Preferred Return for each Partner shall be determined whenever allocations to the Partners' Capital Accounts are made pursuant to Section 3.3 or distributions are made pursuant to Section 4.3.

2.3. Rules of Construction.

The following rules of construction shall apply to this Agreement:

(a) the use in this Agreement of the term "including" means "including, without limitation;"

(b) the words "herein," "hereof," "hereunder" and other words of similar import shall refer to this Agreement as a whole, including the schedules and exhibits to this Agreement, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified from time to time, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement;

(c) all references to sections, paragraphs, schedules and exhibits shall refer to the sections and paragraphs of this Agreement and the schedules and exhibits attached to this Agreement, except where otherwise stated;

(d) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates;

(e) terms which relate to accounting matters shall be interpreted in accordance with U.S. generally accepted accounting principles in effect from time to time, except as otherwise specifically provided herein;

(f) all references herein to dollars, funds or payments means United States dollars or funds or payments in United States dollars; and

(g) wherever from the context it appears appropriate, pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter.

Unless expressly provided otherwise, the measure of a period of one month or year for purposes of this Agreement shall be that date of the following month or year corresponding to the starting date, *provided, however*, that if no corresponding date exists, the measure shall be that date of the following month or year corresponding to the next day following the starting date. For example, one month following February 18 is March 18, and one month following March 31 is May 1.

ARTICLE III

CAPITAL CONTRIBUTIONS; COMMITMENTS; CAPITAL ACCOUNTS AND ALLOCATIONS

3.1. Capital Contributions.

(a) The Commitment of the General Partner shall be equal to at least 2.0% of the Commitments of the Unaffiliated Limited Partners, and the capital commitment of the General Partner to the Parallel Funds shall be equal to at least 2.0% of the capital commitments of the Parallel Fund LPs (other than Sponsor Parties) to the Parallel Funds, it being understood and agreed that the General Partner's Aggregate Combined Commitment shall, as of the Final Closing, be equal to an amount not less than the Core Commitment. The General Partner shall also be a Limited Partner to the extent that it becomes a transferee of all or any part of the interest of a Limited Partner, and to such extent shall be treated as a Limited Partner in all respects except as otherwise provided in Section 2.2(a).

(b) Each Partner shall be required to make cash Capital Contributions to the Partnership in accordance with the terms and conditions of this Agreement. All Capital Contributions shall be made when and as called by the General Partner upon at least ten (10) Business Days' prior written notice (a "Capital Call Notice"), and such installments shall be made *pro rata* among all Partners based upon their respective Commitments, *provided* that any installment (or portion thereof) called by the General Partner to pay Management Fees shall be calculated, and allocated among and paid by the Unaffiliated Limited Partners (excluding any Limited Partners with respect to which the Management Fees have been waived or reduced pursuant to Section 5.1(e) but only to the extent of such waiver or reduction), in accordance with Section 5.1. Each Capital Call Notice shall (i) describe the anticipated use of the Capital Contributions called pursuant thereto and (ii) in connection with Capital Contributions for an Investment, provide the name and type of business of the applicable Portfolio Company, unless such disclosure is prohibited by contract, applicable law or otherwise, or the General Partner in good faith determines that the disclosure of such information may risk jeopardizing or diminishing the value of such proposed Investment or otherwise adversely affect such proposed Investment. Notwithstanding the preceding sentence, the General Partner, in its sole discretion, may determine to use the Capital Contributions called by any Capital Call Notice for any purpose contemplated by this Agreement, notwithstanding the anticipated use of such Capital Contributions. If the Capital Contributions called by any Capital Call Notice are not used for the anticipated use or any other permitted use within sixty (60) days of the required contribution date, then the General Partner shall promptly return such Capital Contributions to the Partners in accordance with Section 3.1(f). Each Capital Contribution to the Partnership shall be made by

means of a wire transfer of immediately available funds to an account designated by the General Partner.

(c) Notwithstanding anything contained herein to the contrary, no ERISA Partner shall be required to make its initial Capital Contribution to the Partnership prior to the date (the "VCOC Date") on which the Partnership shall make its first "venture capital investment" (as defined in the Plan Assets Regulation) and the Partnership shall qualify as a VCOC; *provided, however*, that, on the VCOC Date and prior to making any Capital Contribution to the Partnership, each ERISA Partner shall have received an opinion of counsel (which opinion shall be addressed to and shall be reasonably satisfactory to such ERISA Partners) to the effect that at the time of the Investment for which the contribution is required, the Partnership should qualify as a VCOC as of its "initial investment date" under the Plan Assets Regulation (which opinion may rely, inter alia, upon a certificate of the General Partner as to various matters including, without limitation, the Partnership's intention to obtain and exercise management rights of the kind described in Section(d)(3) of the Plan Assets Regulation with respect to such Investment and as to a description of such Investment); *provided further, however,* that following the Final Closing Date, an ERISA Partner may be required to make its initial Capital Contribution hereunder, whether or not the Partnership has made its first "venture capital investment" and qualifies as a VCOC if the General Partner provides to each ERISA Partner a certificate which states that the Partnership believes that ERISA Partner equity participation in the Partnership is not "significant" within the meaning of the Plan Assets Regulation; *provided further, however,* that it is understood and agreed that prior to the VCOC Date, an ERISA Partner (i) may be required to make direct payments to the Manager as set forth in Section 5.3 below, unless such ERISA Partner elects in writing (prior to its admission to the Partnership) not to make such direct payments, in which case such ERISA Partner shall pay its *pro rata* share of any such Partnership Expenses as part of its initial Capital Contribution in respect of the Partnership's first venture capital investment pursuant to this Section 3.1(c), together with interest thereon at the rate of 8% per annum (which interest shall be calculated from the respective dates on which such direct payments would have been due but for such election to the due date of such Capital Contribution) or (ii) may be required to make Capital Contributions into an escrow account, in either case in accordance with reasonable procedures intended to prevent the assets of the Partnership from being deemed "plan assets" for purposes of the Plan Assets Regulation.

(d) Notwithstanding anything contained in this Section 3.1 to the contrary, each Partner's obligation to make Capital Contributions to the Partnership will be suspended during the pendency of a Suspension Period and will expire at the end of the last day of the Investment Period; *provided, however,* that the Partners shall remain obligated at all times to make Capital Contributions throughout the duration of the Partnership's term (including, without limitation, during any Suspension Period) or longer as set forth in Sections 6.9, 8.2, 7.1 or 7.14 to the extent necessary (i) to pay (or set aside reserves for anticipated) Partnership Expenses (including Management Fees), (ii) to fund then existing written commitments (including, without limitation, non-binding letters of intent) to make Investments and complete Investments in transactions which were in process prior to (A) the commencement of the Suspension Period or (B) at the end of the last day of the Investment Period (as applicable) so long as, in the case of clause (B), such Investments are effected within 180 days following the expiration of the Investment Period, (iii) to fund Follow-On Investments during the Suspension Period and after

the expiration of the Investment Period not to exceed in the aggregate 20% of the aggregate Commitments, unless otherwise approved by the Advisory Board and (iv) to satisfy any other obligations they may have under this Agreement. Except to the extent provided in the preceding sentence, the General Partner shall not deliver a Capital Call Notice to the Limited Partners during a Suspension Period or after the expiration of the Investment Period.

(e) Notwithstanding any provision of this Section 3.1 to the contrary, at such time as the General Partner delivers any Capital Call Notice, there shall be credited against the General Partner's required Capital Contribution, at the election of the General Partner, an amount specified by the General Partner, which amount shall not exceed the lesser of (i) the Unapplied Waived Fee Amount, (ii) the amount of such required Capital Contribution and (iii) the amount which, when added to the aggregate amount of Deemed Contributions prior to the date of such Capital Call Notice, is equal to fifty percent (50%) of the General Partner's cumulative required Capital Contributions through the date of such Capital Call Notice (including Capital Contributions required to be made pursuant to such Capital Call Notice). Any amounts credited shall instead be funded by the Limited Partners *pro rata* according to their respective Commitments, with any amount so funded by a Limited Partner to be credited against and reduce its unpaid Commitment. Each amount so funded by a Limited Partner shall constitute a Cost Contribution or Investment Contribution, as applicable, of such Limited Partner.

(f) The General Partner may cause the Partnership to return to the Partners all or any portion of any Capital Contribution to the Partnership which is not invested in a Portfolio Company, used to pay Partnership Expenses (including Management Fees) or used for any other permitted purpose as set forth in Section 3.1(b). With respect to each such return of Capital Contributions (and Short-Term Investment Income, if any, earned thereon), such Capital Contributions (and Short-Term Investment Income, if any, earned thereon) shall be returned to the Partners in the same proportion as the Partners made such Capital Contributions, and all such returned Capital Contributions (but not including Short-Term Investment Income, if any, earned thereon) and all Capital Contributions returned pursuant to Section 7.6 (excluding interest payments) upon the admittance of a new Limited Partner or the increase in the Commitment of an existing Partner shall be treated for all purposes of this Agreement as not having been called and funded (e.g., so that such amounts may be called again by the General Partner according to the provisions of this Section 3.1). The amounts of any Capital Contributions which are returned to the Limited Partners pursuant to this Section 3.1(f) or Section 7.6 and which are subject to recall by the Partnership thereunder shall be specified in a written notice from the General Partner that accompanies such distributions.

3.2. Capital Accounts. The Partnership shall maintain a separate capital account for each Partner (each, a "Capital Account") according to the rules of U.S. Department of Treas. Reg. Section 1.704-1(b)(2)(iv). For this purpose, the Partnership may, upon the occurrence of any of the events specified in U.S. Department of Treas. Reg. Section 1.704.1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such regulation and U.S. Department of Treas. Reg. Section 1.704-l(b)(2)(iv)(g) to reflect a revaluation of Partnership property.

3.3. Allocations of Profits and Losses.

(a) After application of Section 3.3(b), Profits and Losses for any Fiscal Period shall be allocated among the Partners in such manner that, as of the end of such Fiscal Period and to the extent possible, the Capital Account of each Partner shall be equal to the net amount, positive or negative, which would be distributed to such Partner or for which such Partner would be liable to the Partnership under this Agreement, determined as if the Partnership were to (i) liquidate the assets of the Partnership for an amount equal to their Carrying Values and (ii) distribute the proceeds in liquidation in accordance with Section 9.4; *provided,* that, it is understood and agreed that items of expense relating to Management Fees shall be allocated among the Partners in proportion to the amounts of Management Fees borne by them under Article V; *provided further,* that amounts deemed distributed pursuant to clause (ii) shall, in the case of the General Partner, be reduced by any amount the General Partner would be required to contribute to the Partnership pursuant to Section 9.5 (and such amount shall increase such deemed distribution to the relevant Limited Partners).

(b) To the extent distributions are made to the General Partner pursuant to Section 4.3 which accomplish a return to the General Partner of a Deemed Contribution, Profits of the same character (to the extent possible), and not in excess of, Available Profits with respect to the corresponding Waiver, shall be specially allocated to the General Partner in the amount of the Deemed Contribution so returned. In addition, commencing with the end of the Investment Period, Profits of the same character (to the extent possible), and not in excess of, Available Profits with respect to the corresponding Waiver shall be specially allocated to the General Partner in an amount equal to the Unapplied Waived Fee Amount. In each case, the Profits so specially allocated shall be charged to and reduce the share of Profits otherwise allocable to the Limited Partners.

(c) Notwithstanding any other provision of this Agreement, if a Limited Partner unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which gives rise to a negative capital account (or which would give rise to a negative capital account when added to expected adjustments, allocations or distributions of the same type), such Limited Partner shall be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible; *provided* that the Partnership's subsequent income, gains, losses, deductions and credits shall be allocated among the Partners so as to achieve as nearly as possible the results that would have been achieved if this Section 3.3(c) had not been in this Agreement, except that no such allocation shall be made which would violate the provisions or purposes of Treas. Reg. Section 1.704-1(b).

ARTICLE IV

DISTRIBUTIONS

4.1. Distribution Policy.

(a) The General Partner will endeavor to make all distributions in cash. However, the General Partner may in its sole discretion (but shall not be required to) make distributions of cash, property and securities to the Partners at any time and from time to time in the manner described in this Agreement; *provided* that except for distributions made pursuant to

Section 7.7, unless the Advisory Board otherwise consents, prior to the winding-up and liquidation of the Partnership, in-kind distributions of securities by the General Partner to the Limited Partners pursuant to this Article IV shall include only Marketable Securities which (i) the General Partner reasonably believes can be sold to the general public in their entirety by each distributee (other than the Sponsor Parties) (and in making such determination, the General Partner may assume, whether or not true, that the distributee is not an affiliate of the issuer of such securities) at the time of distribution from the Partnership pursuant to a registration statement effective under the Securities Act, pursuant to Rule 144(k) of the Securities Act, or pursuant to any other provision under the Securities Act then in force and (ii) in the hands of a distributee (other than Sponsor Parties) are not subject to any contractual restrictions on Transfer (any such Marketable Securities meeting the requirements of clauses (i) and (ii) being referred to herein as "Freely Tradable Securities").

(b) The General Partner shall distribute (i) Current Income (other than original issue discount and payment in kind income) and Short-Term Investment Income as soon as practicable following the Partnership's receipt thereof, but in any event within forty-five days after the end of each Fiscal Quarter and (ii) Disposition Proceeds as soon as practicable following receipt thereof, subject in each case to the availability of cash after paying Partnership Expenses and setting aside such amounts for reinvestments and appropriate reserves for Partnership Expenses as the General Partner may, in accordance with Section 4.1(c), determine in its sole discretion.

(c) The General Partner may, in its sole discretion, use amounts that constitute Investment Proceeds or Short-Term Investment Income and that would otherwise be distributable to the Partners pursuant to Section 4.1(b) to fund Partnership Expenses and Investments and to establish reserves therefor; *provided, however,* that (i) the portion of any such amount that may be used for the purposes described in this Section 4.1(c) shall be limited to the cost basis of the Investment or the Short-Term Investment giving rise to the proceeds being reinvested, (ii) the aggregate amount that may be used for such purposes shall not exceed the cumulative amount of Partnership Expenses (including Management Fees) paid by the Partnership and Waived Fee Amounts as of any date of determination and (iii) the use of any amounts pursuant to this Section 4.1(c) shall be subject to the limitations set forth in Section 3.1(d). Any amount used for the purposes described in this Section 4.1(c) shall be deemed to have been distributed to the Partners in proportion to the amounts to which they would have been entitled had such amount been distributed pursuant to Section 4.3 and then recontributed by such Partners in proportion to the amounts that such Partners would have been required to contribute in respect thereof had the capital been called from such Partners pursuant to a Capital Call Notice (but such deemed contributions shall not reduce the Undrawn Commitments of such Partners).

(d) Notwithstanding anything in this Agreement to the contrary, the General Partner may at any time elect not to receive all or any portion of any cash distribution that otherwise would be made to it as a Carried Interest Distribution. Any amount which is not distributed to the General Partner due to the preceding sentence shall, in the General Partner's sole discretion, either be retained by the Partnership on the General Partner's behalf or distributed to the Partners (other than to the General Partner as a Carried Interest Distribution) in accordance with Section 4.3. If the General Partner in its sole discretion so elects, 100% of any or all subsequent cash distributions shall be distributed to the General Partner until the General

Partner has received the same aggregate amount of cash distributions it would have received had it not waived receipt of certain Carried Interest Distributions pursuant to the first sentence of this Section 4.1(d).

4.2. Distributions of Short-Term Investment Income. Short-Term Investment Income shall be distributed among the Partners (other than Defaulting Partners) ratably in proportion to their respective Capital Contributions invested in Short-Term Investments or their respective interests in the property that produced such Short-Term Investment Income.

4.3. Distribution of Investment Proceeds:

(a) Each distribution of Investment Proceeds shall initially be apportioned among the Money Partners in proportion to their respective Capital Contributions (with amounts contributed by Limited Partners that funded Deemed Contributions to be accounted for as Capital Contributions of the General Partner and not as Capital Contributions of the Limited Partners) with respect to the Investment from which such Investment Proceeds were derived. Notwithstanding the previous sentence, each Limited Partner's share of such distribution shall then be divided between such Limited Partner, on the one hand, and the General Partner, on the other hand, as follows:

(i) First, 100% to such Limited Partner until such Limited Partner has received distributions equal to the sum of (A) such Partner's aggregate Investment Contributions made with respect to Realized Investments, (B) such Partner's *pro rata* share of all Net Losses from Writedowns as of the date of such distribution (net of all Net Gains from Writeups as of such date) and (C) such Partner's Allocable Share of Cost Contributions;

(ii) Second, 100% to such Limited Partner until the Unpaid Preferred Return of such Partner is reduced to zero;

(iii) Third, 100% to the General Partner until it has received cumulative distributions (the "Catch-up") with respect to such Limited Partner equal to the Applicable Carry Percentage of the sum of (A) the aggregate amounts distributed to such Limited Partner pursuant to Section 4.3(a)(ii) above and (B) the aggregate amounts distributed to the General Partner with respect to such Limited Partner pursuant to this Section 4.3(a)(iii); and

(iv) Fourth, thereafter, (A) the Applicable Carry Percentage thereof to the General Partner and (B) the remainder to such Limited Partner.

The computations required by Sections 4.3(a)(i) through 4.3(a)(iv) shall be made anew each time Investment Proceeds are to be distributed by the Partnership, taking into account the amount of all distributions of Investment Proceeds previously made by the Partnership, but without regard to the manner in which any such distribution was characterized for the purposes of a prior application of Sections 4.3(a)(i) through 4.3(a)(iv).

(b) The Partners agree that, for purposes of Section 4.3(a), the term "Applicable Carry Percentage" as applied to distributions to be made to the General Partner pursuant to Sections 4.3(a)(iii) and (iv)(A) is intended to result in the General Partner receiving cumulative Carried Interest Distributions equal to the following amount (the "Target Amount"): (i) the cumulative Carried Interest Distributions that would have been distributed to the General Partner had the Applicable Carry Percentage been 20%, minus (ii) the sum of (A) 5% of the cumulative amounts referred to in the foregoing clause (i), plus (B) 5% of the cumulative aggregate carried interest distributions paid to the general partner of the Parallel Funds. In the event that, as of any date of distribution pursuant to Section 4.3(a), the cumulative Carried Interest Distributions that would be distributed to the General Partner pursuant to Sections 4.3(a)(iii) and (iv)(A) through and including such date (without giving effect to this Section 4.3(b)) are different (higher or lower) than the Target Amount, then the Applicable Carry Percentage shall be adjusted by the General Partner in connection with such distribution and/or future distributions to the Partners so as to eliminate such difference. In addition, for purposes of calculating any clawback payment pursuant to Section 9.5(a)(i), the Applicable Carry Percentage shall be adjusted (if necessary) so that the "Applicable Carry Percentage" of Net LP Distributions, as referred to in such section, equals the Target Amount that would result assuming all Investments (and all investments of the Parallel Funds) were liquidated simultaneously on such date.

(c) Notwithstanding the above, to the extent the General Partner's share of any Investment Proceeds is attributable to a Deemed Contribution, the return of the Deemed Contribution of the General Partner shall be limited to an amount not in excess of Available Profits with respect to the Waiver corresponding thereto; and to the extent any distribution constituting a return of a Deemed Contribution to the General Partner is thereby limited, the amount shall carry forward and be distributed as a first priority from subsequent distributions of Investment Proceeds limited only by the amount of Available Profits at the time of any such subsequent distribution. Further, after the end of the Investment Period, in the initial division of Investment Proceeds among the Money Partners in proportion to their respective Capital Contributions with respect to such Investment pursuant to Section 4.3(a), there shall be charged to the shares of the Investment Proceeds of the Limited Partners that funded Deemed Contributions and distributed to the General Partner amounts equal to Profits allocated to the General Partner pursuant to the penultimate sentence of Section 3.3(b) with respect to the Unapplied Waived Fee Amount.

(d) If, as of the date of any distribution pursuant to Section 4.3(a), the Value of any Unrealized Portfolio Investment is less than its Adjusted Cost (as defined below), such Unrealized Portfolio Investment will, for the purposes of the calculations called for by Section 4.3(a) and this Section 4.3(d) as of the date of the distribution in question, be deemed to have been sold for its Value on the date of such distribution (a "Writedown") and immediately repurchased for its Value. If, at the time of any distribution pursuant to Section 4.3(a), the Value of any Unrealized Portfolio Investment that has previously been the subject of a Writedown and that has not yet been the subject of a Disposition is more than its Adjusted Cost, such Unrealized Portfolio Investment will, for purposes of the calculations called for by Section 4.3(a) and this Section 4.3(d) as of the date of the distribution in question, be deemed to have been the subject of a Disposition in which such Unrealized Portfolio Investment was sold for the lesser of (i) its Value and (ii) the amount of Investment Contributions made with respect to such Unrealized

Portfolio Investment (a "Writeup"), and immediately repurchased. For purposes of this Agreement:

(i) the "Adjusted Cost" of an Investment as of a given date means: (A) in the case of an Investment that has not been the subject of a Writedown before that date, the total Investment Contributions of all Partners relating thereto; (B) in the case of an Investment that has been the subject of one or more Writedowns before that date (but not any Writeups after the date of the most recent Writedown), its Value as of the date of the most recent Writedown; and (C) in the case of an Investment that has been the subject of one or more Writeups before that date (but not any Writedowns after the date of the most recent Writeup), the lesser of (x) its Value as of the date of the most recent Writeup and (y) the total amount of Investment Contributions made with respect to such Investment;

(ii) the "Net Loss from a Writedown" of an Investment means the excess of such Investment's Adjusted Cost (or Investment Contributions with respect to such Investment if it has not previously been subject to a Writedown) over its Value as of the date of the Writedown; and

(iii) the "Net Gain from a Writeup" of an Investment means the excess of such Investment's Value (up to the amount of the Investment Contributions made with respect to such Investment) over its Adjusted Cost as of the date of the Writeup.

(e) Any amounts returned to the Partnership by a Partner pursuant to Section 7.14 shall reduce the amount of distributions such Partner is deemed to have received (as of the date of such giveback) for purposes of this Article IV.

(f) The amount of any taxes paid by or withheld from receipts of the Partnership allocable to a Partner from an Investment shall be deemed to have been distributed to such Partner as Investment Proceeds to the extent that the payment or withholding of such taxes reduces Investment Proceeds, as the case may be, otherwise distributable to such Partner as provided herein. The General Partner shall, upon written request from any Limited Partner, use its reasonable efforts to assist such Limited Partner in securing any available tax refunds, credits or exemptions (including exemptions from withholding) with respect to any such Investments.

(g) Distributions of Investment Proceeds tentatively apportioned to (i) the General Partner and (ii) in the sole discretion of the General Partner, any Limited Partner that is or was a Sponsor Party, as Money Partners hereunder shall not be subject to priorities set forth in clauses (i) through (iv) of Section 4.3(a) and shall be distributed as initially determined based on their relative Capital Contributions (including, in the case of the General Partner, Deemed Contributions) with respect to the Investment from which such Investment Proceeds were derived.

(h) For so long as PSERS is a Limited Partner and is not a Defaulting Limited Partner, until such time as PSERS shall have received aggregate distributions from the Partnership at least equal to its aggregate Capital Contributions, the Partnership shall maintain an account (the "Reserve Account") into which there shall be deposited the distributable cash of the Partnership otherwise distributable to the General Partner only in respect of, and up to the

amount of, the General Partner's Core Commitment pursuant to Section 4.3(a). The cumulative amount of such distributions held back is referred to herein as the "Reserved Distributions." After such time as PSERS shall have received aggregate distributions from the Partnership equal to its aggregate Capital Contributions, the Reserved Distributions shall be distributed to the General Partner; *provided, however*, that if on any date prior to the making of a distribution(s) to PSERS pursuant to Section 4.3(a), PSERS shall have received aggregate distributions equal to at least ninety percent (90%) of its Commitment, then from and after such date and concurrent with the making of any distribution to it, funds shall be released from the Reserve Account and paid to the General Partner in an amount, on a dollar-for-dollar basis, equal to the amount of such distribution then being made to PSERS. For purposes hereof, the General Partner's "Core Commitment" shall mean an amount equal to 10% of the Commitment of PSERS.

(i) Notwithstanding anything to the contrary in Section 4.3(h), the General Partner may (i) withdraw funds from the Reserve Account at any time as may be required to pay (A) taxes in respect of amounts held in the Reserve Account, (B) Investment Related Giveback Amounts or Other Giveback Amounts pursuant to Section 7.14 to the extent such amounts are related to such giveback obligations or (C) clawback obligations pursuant to Section 9.5 and (ii) receive tax distributions pursuant to Section 4.4, which tax distributions shall not be held back in the Reserve Account. The Reserve Account shall, for so long as practicable, be deposited in an account or accounts held by a third-party escrow agent (the "Escrow Agent"), and the Partnership shall instruct the Escrow Agent to copy PSERS' designee on all activity and other reports and statements concerning the Reserve Account. It is understood and agreed that all amounts held back in the Reserve Account shall only be invested in Short-Term Investments or any other security having a rating of "BBB-" or higher from Standard & Poor's Rating Services or "Baa3" from Moody's Investor Services, Inc., or their respective successors.

4.4. Tax Distributions. Notwithstanding the priorities set forth in Section 4.3, the Partnership may make Tax Distributions to the General Partner, and such Tax Distributions shall be treated as advances of distributions and shall be taken into account in determining the amount of future distributions to the General Partner pursuant to Section 4.3.

4.5. Distributions in Kind.

(a) The General Partner will endeavor to distribute cash rather than Portfolio Company securities whenever reasonably possible. If any Portfolio Company security is to be distributed in kind to the Partners as provided in this Article IV, such security first shall be written up or down to its Value (as determined pursuant to Section 4.3(c) hereof as of the date of such distribution). Any realized investment gain or realized investment loss resulting from the distribution of investments that have been written up or down shall be allocated to the Partners' respective Capital Accounts in accordance with Section 3.3, and the Value of any distributed securities (as determined pursuant to the preceding sentence) shall be debited against the Partners' respective Capital Accounts upon a distribution of the securities in accordance with Article IV.

(b) The General Partner may reasonably require that, as a condition to the receipt of a distribution in kind of securities pursuant to Section 4.1(a), each Partner make such

reasonable representations and warranties as the General Partner shall reasonably determine are necessary.

(c) To the extent feasible, each distribution of Portfolio Company securities (other than pursuant to Section 7.7) shall be apportioned among the Partners in proportion to their respective interests in the proposed distribution, except to the extent a disproportionate distribution of such securities is necessary to avoid distributing fractional shares. The General Partner shall not allocate any Portfolio Company securities to PSERS relating to an Investment from which it was excused or excluded under the terms of this Agreement.

(d) The General Partner shall provide at least ten (10) Business Days' prior written notice to each Limited Partner of any proposed distribution of securities to such Limited Partner, which notice shall contain the identity of the issuer of such securities. Upon receipt at least three Business Days prior to the proposed distribution of (i) an Opinion of Limited Partner's Counsel to the effect that there is a material likelihood that the distribution of the particular securities to such Limited Partner would result in such Limited Partner owning securities of such Portfolio Company in excess of the amount permitted under ERISA, Applicable Law or the BHCA or (ii) a request to sell such securities from a Limited Partner who advised the General Partner in advance of its admission to the Partnership that it may not wish to receive distributions in kind, the General Partner shall, subject to Section 4.5(f), use commercially reasonable efforts to sell such securities on behalf of such Limited Partner and distribute the net proceeds to such Limited Partner; *provided, however*, that in the case of the foregoing clause (i), the Limited Partner may elect to have the General Partner distribute to such Limited Partner such securities to the extent permitted to be held by such Limited Partner and its affiliates under ERISA, Applicable Law and the BHCA. The Partnership will retain sole dominion and control over all Portfolio Company securities until they are sold or distributed, with sole discretion over voting and disposition. As contemplated by the foregoing clause (ii), PSERS hereby advises the General Partner that it does not wish to receive distributions of non-Marketable Securities in kind and hereby requests that the General Partner sell such securities on its behalf as contemplated by this Section 4.5.

(e) Notwithstanding anything contained herein to the contrary, (i) any taxable gain or loss recognized by the Partnership upon the disposition of any such securities on behalf of a Limited Partner pursuant to Section 4.5(d) which varies from any allocation to such Limited Partner determined pursuant to clause (ii) below shall be allocated only to such Limited Partner and such Limited Partner will bear all of the expenses (including, without limitation, underwriting costs) of such disposition, (ii) allocations of Profits and Losses in respect of such Limited Partner contemplated by Section 3.3 shall be made as if such securities had been distributed to such Limited Partner in kind and (iii) such securities may be sold at prices different from the Value of such securities as of the date they would have been distributed and any negative or positive difference between the sale price and such Value of such securities shall be for such Limited Partner's account. The Limited Partners acknowledge that the General Partner's agreement to dispose of securities pursuant to Section 4.5(d) on their behalf is intended solely as an accommodation to such Limited Partners, and subject to Section 4.5(f) below the General Partner shall not have any liability for disposing of any such securities (including, without limitation, liabilities arising out of the timing of any sale thereof), except to the extent that it has committed fraud in connection with any such disposition.

(f) PSERS hereby notifies the General Partner that upon liquidation of the Partnership it does not wish to receive a distribution in kind of non-Freely Tradable Securities. Notwithstanding anything contained herein to the contrary, in the event the Partnership holds such securities upon liquidation of the Partnership, the General Partner or Liquidating Trustee, as the case may be, shall hold such securities for PSERS' benefit until such securities are liquidated, and the General Partner shall liquidate such securities at the same time and on the same terms as the General Partner's liquidation of its own holdings of such securities. PSERS shall bear only its *pro rata* share of the out of pocket expenses of such liquidating trust.

(g) Each Partner covenants and agrees that if it receives notice of a proposed distribution in kind, it will not use the information contained in such notice (and, with respect to any Persons to which such Partner provides such notice or the information contained in such notice (which shall be provided to such Persons solely on a need-to-know basis)), such Partner will use its best efforts to cause such other Persons not to use the information contained in such notice to effect at any time prior to the actual date and time of distribution purchases or sales, or contracts for the purchase or sale, of securities of the same class or series as those distributed or securities convertible into or exchangeable for such securities.

4.6. Tax Withholding.

(a) To the extent the Partnership is required by law to withhold or to make tax payments (including interest and penalties thereon) on behalf of or with respect to any Partner ("Tax Advances"), the General Partner may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Partner. Whenever the General Partner selects the option set forth in clause (ii) of the immediately preceding sentence for repayment of a Tax Advance by a Partner, for all other purposes of this Agreement such Partner shall be treated as having received all distributions unreduced by the amount of such Tax Advance.

(b) The General Partner acknowledges that PSERS is an administrative agency of the Commonwealth of Pennsylvania and claims an exemption from Federal, state and local taxes. Accordingly, notwithstanding the provisions of Section 4.6(a), the General Partner shall not withhold taxes from income distributable to PSERS hereunder; *provided, however*, that in the event that a taxing authority makes a claim that withholding and/or payment of taxes attributable to income allocable to PSERS hereunder is required by law, the General Partner shall, subject to compliance with applicable law, notify PSERS in advance of such withholding or tax payments and provide it with a reasonable opportunity to establish its tax-exempt status.

ARTICLE V

MANAGEMENT FEE; ORGANIZATIONAL EXPENSES

5.1. Management Fee.

(a) Initial Management Fees. Subject to the provisions of this Section 5.1, the Partnership shall pay to the Manager, commencing on the Initial Closing Date for the period from and including the Initial Closing Date to and including September 30, 2011, and thereafter in advance on a quarterly basis on the first day of each Fiscal Quarter, until the dissolution of the Partnership pursuant to Article IX hereof, an annual fee (the "Management Fee") as compensation for managing the affairs of the Partnership. The Management Fee shall be an amount equal to 2.0% of the aggregate Commitments of the Unaffiliated Limited Partners, or 0.5% thereof for each Fiscal Quarter (as may be reduced pursuant to Section 5.1(b), 5.1(c), 5.1(d), 5.1(e) or 5.4).

(b) Step-Down in Management Fees. Effective on the first day of the first Fiscal Quarter following the earlier of (i) the date the Investment Period terminates, and (ii) the first date on which management fees are paid by investors in a Permitted Successor Fund, the Management Fee shall be reduced to an annual amount equal to the product of (A) 2.0% and (B) the excess of (x) the aggregate amount of Investment Contributions of the Unaffiliated Limited Partners in respect of Unrealized Portfolio Investments over (y) the aggregate amount of Writedowns attributable to such Investment Contributions net of the aggregate amount of Writeups attributable thereto (subject to further reduction as may be provided in Section 5.1(c) or 5.1(e)). For purposes hereof, the aggregate amount of Investment Contributions of the Partnership in respect of Unrealized Portfolio Investments shall be calculated as of the first day of each successive Fiscal Quarter, and shall be reduced by any partial amounts previously returned to the Partners in respect thereof.

(c) Reduction in Management Fees for Transaction Fees and Excess Organizational Expenses. Management Fees payable pursuant to Sections 5.1(a) and 5.1(b) shall be reduced (but not below zero) by the *sum* of (i) 80% of all Transaction Fees, *plus* (ii) 100% of Excess Organizational Expenses paid by or on behalf of the Partnership. The reduction in Management Fees contemplated by the foregoing clauses (i) and (ii) of this Section 5.1(c) shall be effected by reducing Management Fees payable in respect of the Fiscal Quarter immediately following the Fiscal Quarter in which such Transaction Fees were received or Excess Organizational Expenses were paid by or on behalf of the Partnership. In the event that the sum of the amounts referred to in clauses (i) and (ii) exceed the Management Fees payable in respect of any Fiscal Quarter, then such excess amount shall be applied against future Management Fees (in the order payable until fully used), but shall not be carried back to prior periods. To the extent any such excess amount remains unapplied following the dissolution of the Partnership, the General Partner shall cause the Manager to pay each Limited Partner its proportionate share of such unapplied excess amount (unless such Limited Partner has previously notified the General Partner in writing of its irrevocable election not to receive its share of such excess). Notwithstanding the foregoing provisions of this Section 5.1(c), if the Partnership and an Existing PNC Fund or subsequent investment fund formed by the General Partner or any of its members and/or the Manager or its Affiliates have co-invested (or committed to co-invest) in a Portfolio Company or potential Portfolio Company, for the purpose of calculating reductions in the Management Fee pursuant to this Section 5.1(c), any Transaction Fees will be allocated between the Partnership, such other funds, the Manager and its Affiliates in proportion to the cost of securities in such Portfolio Company or potential Portfolio Company held (or committed to be held) by each or, with the approval of the Advisory Board, in such other manner as the General Partner and the governing bodies of such other Persons may mutually agree.

(d) Partial Period. The initial installment of the Management Fee, which shall be payable in respect of the period beginning on the Initial Closing Date, shall be adjusted on a *pro rata* basis according to the actual number of days in the period from the Initial Closing Date through and including the date immediately preceding the next Management Fee Payment Date.

(e) No Management Fees for Sponsor Parties; Waiver/Reduction for Others. Notwithstanding anything herein to the contrary, unless otherwise determined by the General Partner in its sole discretion, the General Partner and any Limited Partner that is a Sponsor Party shall not be required to contribute capital to the Partnership in respect of, or otherwise pay, Management Fees and the Commitments of such Persons shall not be taken into account for purposes of calculating Management Fees. In addition, the General Partner may, in its sole discretion, determine to waive or reduce the Management Fee otherwise payable in respect of the Commitment of any other Limited Partner, in which case the Capital Contributions required to be paid by any such other Limited Partner to the Partnership in respect of Management Fees shall be similarly waived or reduced, as applicable. For purposes of this Agreement, Management Fees shall be allocable to the Partners only to the extent of their Capital Contributions with respect thereto.

5.2. Organizational Expenses. The Partnership shall reimburse the General Partner and the Manager for the Partnership's *pro rata* share of all Organizational Expenses (as determined in accordance with Section 13.1(b)(iv)) paid by them on behalf of the Partnership, subject to Section 5.1(c).

5.3. Direct Limited Partner Payments. Prior to the VCOC Date, the General Partner may from time to time require each ERISA Partner to pay its *pro rata* share of Partnership Expenses (including Management Fees) directly to the Manager, but for purposes of calculating each Partner's Undrawn Commitment and for purposes of calculating gains, losses, distributions, Capital Contributions and sharing ratios, all amounts so paid shall be treated as having been paid into the Partnership as Capital Contributions by each such ERISA Partner and as then having been paid by the Partnership to the Manager as Partnership Expenses (including Management Fees).

5.4. Management Fee Waiver. Prior to December 15 of each Fiscal Year, the Manager may irrevocably elect to waive all or a portion of the Management Fees coming due in the succeeding Fiscal Year in a written notice (a "Waiver Notice") delivered to the Partnership stating the amount (the "Waived Fee Amount") of Management Fees thereby waived and the Management Fee Payment Dates in such succeeding Fiscal Year to which the waiver is to be applied, which amount shall not exceed the amount of Management Fees that would otherwise be payable to the Manager with respect to the Commitments of the Limited Partners on such Management Fee Payment Dates pursuant to this Agreement (each such waiver by the General Partner, a "Waiver").

ARTICLE VI

POWER AND AUTHORITY OF GENERAL PARTNER; INVESTMENT LIMITATIONS; EXPENSES; TRANSFERS; CONFLICTS OF INTEREST; INDEMNIFICATION; ETC

6.1. Management Authority of the Partnership.

(a) Except as otherwise expressly provided herein or by law, the management of the Partnership shall be vested exclusively in the General Partner, and the General Partner shall have full control over the business and affairs of the Partnership and will make all policy and investment decisions on behalf of the Partnership. The General Partner shall have the power on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner in its good faith sole discretion deems necessary or advisable or incidental thereto, including the power to acquire and dispose of any security (including marketable securities), subject to any express restrictions in this Agreement. The General Partner acknowledges that it owes, subject to this Agreement, fiduciary duties to its Partners to the extent such duties are provided under applicable law, and that the delegation of authority to the Manager does not relieve the General Partner of its duties and obligations hereunder, including but not limited to such fiduciary duties owed to the Partners. Without limiting the generality of the foregoing, all of the Partners hereby specifically agree (without further notice to or consent from any Limited Partner) that the General Partner, on behalf of the Partnership, may do the following, subject to the terms of this Agreement:

(i) make Short-Term Investments;

(ii) sell or otherwise dispose of all or any part of any Investment, whether for cash, other securities or on such terms as the General Partner shall determine to be appropriate;

(iii) perform, or arrange for the performance of, the management and administrative services necessary for the operations of the Partnership and for the management of the investment of the Partnership's funds both prior to and after its investment in Investments;

(iv) manage Investments including, but not limited to, monitoring Investments made by the Partnership, fostering the ultimate realization of those Investments;

(v) incur expenditures as the General Partner shall determine to be appropriate in furtherance of the purposes of the Partnership and pay all expenses, debts and obligations of the Partnership;

(vi) engage and dismiss from engagement any and all consultants, custodians of the assets of the Partnership or other agents;

(vii) enter into, execute, amend, supplement, acknowledge and deliver, and cause the Partnership to perform its obligations pursuant to, the Management

Agreement, each Subscription Agreement and any and all other contracts, agreements or instruments as the General Partner shall determine to be appropriate in furtherance of the purposes of the Partnership, including entering into agreements to make or dispose of Investments (which agreements may include such representations, warranties, covenants, indemnities and guarantees as the General Partner deems necessary or advisable);

(viii) admit an assignee of all or any fraction of a Limited Partner's Interest as a substituted Limited Partner in the Partnership pursuant to and subject to the terms of Section 7.3;

(ix) make any reasonable election under Federal, state and local tax laws;

(x) act as the Tax Matters Partner of the Partnership, as such term is defined in Section 6231(a)(7) of the Code, and exercise any authority permitted the Tax Matters Partner under the Code;

(xi) borrow money or otherwise incur indebtedness as contemplated by this Agreement;

(xii) directly or indirectly, engage in hedging transactions for the purposes of hedging any currency or other risks related to an Investment or group of Investments; and

(xiii) form one or more subsidiaries that are wholly-owned by the Partnership or by the Partnership and the Parallel Funds.

(b) The Partnership and the General Partner have entered into the Management Agreement with the Manager pursuant to which the Manager has agreed to provide the Partnership with certain investment advisory and related services and the Partnership has agreed to pay to the Manager the Management Fee for such services. The Manager will originate, recommend and structure investment opportunities for the Partnership and will monitor, evaluate and make recommendations regarding the timing and manner in which investments are sold. Each of the Key Persons is an employee of the Manager.

(c) All matters concerning (i) the allocation and distribution of net profits, net losses, Investment Proceeds, Short-Term Investment Income, and the return of capital among the Partners, including the taxes thereon and (ii) accounting procedures and determinations, estimates of the amount of Management Fees payable by any Defaulting Partner or Regulated Partner, tax determinations and elections, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be reasonably determined in good faith by the General Partner.

(d) Third parties dealing with the Partnership can rely conclusively upon the General Partner's certification that it is acting on behalf of the Partnership and that its acts are authorized. The General Partner's execution of any agreement on behalf of the Partnership is sufficient to bind the Partnership for all purposes.

6.2. Limitations on Indebtedness and Guarantees.

(a) The Partnership may (i) incur indebtedness for borrowed money to pay Partnership Expenses, to provide short-term bridge financing to a Portfolio Company or to provide interim financings to the extent necessary to consummate the purchase of a Portfolio Company pending the Partnership's receipt of Capital Contributions from the Partners and (ii) guarantee the obligations of Portfolio Companies (and any of their direct or indirect subsidiaries), *provided,* that (A) the General Partner may not incur such indebtedness in respect of PSERS' allocable portion of any such Partnership Expenses or financing (and PSERS shall not be charged for any interest or other amount in respect of any such indebtedness) unless it delivered a Capital Call Notice to PSERS in respect thereof and PSERS failed to make such Capital Contribution within three (3) Business Days of such Capital Call Notice, (B) the stated maturity of such indebtedness shall be less than 90 days and shall not extend beyond the initial term of the Partnership and (C) the aggregate principal amount of such borrowings and guarantees outstanding at any time shall not exceed the *lesser of* (1) 20% of the Partnership's aggregate Commitments and (2) the Partnership's Undrawn Commitments. Notwithstanding the foregoing, a guarantee by the Partnership of the obligations of a Portfolio Company, which may include customary representations, warranties and covenants, shall not be subject to the limitations set forth in this Section 6.2, and the amount of such guarantee shall not be included for purposes of determining compliance with this Section 6.2(a), if such guarantee satisfies the following criteria: (x) such guarantee is secured solely by the Investment held by the Partnership and any Related Vehicles in such Portfolio Company and the proceeds thereof; and (y) such guarantee is otherwise non-recourse to the assets of the Partnership. The Partnership may pledge, hypothecate, mortgage and grant security interests in the assets of the Partnership to secure any such indebtedness or guarantees.

(b) The Partnership may also issue promissory notes as contemplated by Section 7.7(f).

6.3. [Intentionally Omitted].

6.4. Limitations on Investments.

(a) The Partnership shall not, without the prior consent of the Advisory Board in each case, invest:

(i) more than 20% of the Aggregate Commitments in any one Portfolio Company (or its Affiliates) or transaction (including any guarantees made in respect of such Portfolio Company (or its Affiliates) or transaction);

(ii) more than 20% of Aggregate Commitments in companies that are domiciled or headquartered outside of the United States and Canada;

(iii) more than 25% of Aggregate Commitments in a single industry sector;

(iv) in hostile transactions where such transaction is actively opposed by such entity's board of directors or other governing body;

(v) more than 10% of Aggregate Commitments in publicly traded securities purchased in an open market transaction other than (A) Marketable Securities purchased in contemplation of a change of control with respect to the issuer of such Marketable Securities or if the Partnership currently holds or obtains management rights in connection with such investment and (B) Marketable Securities purchased in contemplation of undertaking a going private transaction with respect to the issuer of such Marketable Securities (*it being understood* that, for avoidance of doubt, the limitations set forth in this Section 6.4(a)(v) shall not apply to (x) Marketable Securities received by the Partnership in connection with the Disposition of an Investment or (y) any Investment in a security issued by a private entity that subsequently becomes a public entity);

(vi) in any blind-pool investment fund (other than Short-Term Investments) in which the Partnership pays on a net basis a management fee or carried interest (other than in each case, a Transaction Fee);

(vii) in timberlands or undeveloped real estate or in the exploration of oil and gas; or

(viii) in uncovered options, futures contracts or other derivative securities other than to hedge foreign currency or interest rate exposure or to hedge or otherwise protect or enhance an existing or prospective Investment.

(b) Prior to making an Investment in an issuer located outside of the United States (each, a "Foreign Investment") and in connection therewith, establishing an office in such jurisdiction, the Partnership shall obtain an opinion of counsel to the effect that the limited liability of the Limited Partners in respect of liabilities of the Partnership will be respected under the laws of such jurisdiction or that ownership of the securities constituting such Investment does not expose the Partnership to any liability in such foreign jurisdiction; *provided, however*, that the Partnership shall not be required to obtain such opinion if it has previously obtained an opinion of the type described in this sentence in connection with a prior Investment in such foreign jurisdiction (but, prior to making a subsequent Investment in such foreign jurisdiction, the General Partner shall consult with local foreign counsel to confirm that there has been no change in law or regulation in such foreign jurisdiction such that the limited liability opinion rendered in connection with such prior Investment in such foreign jurisdiction would no longer be accurate). In addition, in connection with each Foreign Investment, the General Partner shall consult with reputable accounting or legal advisors regarding taxation of the Partnership in the relevant foreign jurisdiction and the application of exchange controls with respect to distributions made in respect of issuers located in such foreign jurisdiction and, based on the advice from such advisors, unless otherwise consented to by the Advisory Board, (i) the General Partner shall use its best efforts to structure such Foreign Investment to avoid causing income of a Limited Partner (or any limited partner or member that holds a direct interest in such Limited Partner) not derived from the Partnership to be subject to tax in such jurisdiction, (ii) the General Partner shall use its commercially reasonable efforts to (A) avoid withholding tax by any non-U.S. jurisdiction on capital gains and income derived from the Partnership other than interest or dividends and (B) minimize other taxes (including withholding taxes on interest and dividends) imposed by any non-U.S. jurisdiction on the Partnership or any Limited Partner (or any limited partner or

member that holds a direct interest in such Limited Partner) and (iii) the General Partner shall use its commercially reasonable efforts to structure such Foreign Investment to avoid (A) creating an income tax return filing requirement by a Limited Partner in such jurisdiction relating to income of such Limited Partner (or any limited partner or member that holds a direct interest in such Limited Partner) or (B) material restrictions on distributions to the Partnership with respect to such Foreign Investment under the exchange control laws of such jurisdiction. In addition, as and when requested by a Limited Partner, so long as such request is not unreasonably time consuming, the General Partner shall, at such Limited Partner's expense, use reasonable efforts to assist such Limited Partner in recovering, to the extent permitted by applicable law, any tax withheld in any jurisdiction outside the United States as a result of its investment in the Partnership. The General Partner shall notify the Limited Partners of any amounts so withheld or imposed after the General Partner becomes aware thereof. The Partnership will use reasonable efforts to comply with all requirements imposed on it pursuant to Sections 6038, 6038B and 6046A of the Code and the Treasury Regulations thereunder. In the event that a Limited Partner, but not the Partnership, is required to make any filings, applications or elections pursuant to Section 6038B of the Code and the Treasury Regulations thereunder as a result of such Limited Partner's investment in the Partnership, the Partnership shall provide such Limited Partner, at such Limited Partner's expense, with any additional information reasonably available to the General Partner that the Limited Partner may require or reasonably request in connection with such Limited Partner's preparation of such filings, applications or elections.

(c) The Partnership shall not directly make any campaign contributions to an elected official or candidate for public office.

6.5. ECI and UBTI Investments.

(a) The Partnership may engage in transactions (including transactions described in Section 6.2) which will cause ECI Blocker Partners and UBTI Blocker Partners to recognize ECI and UBTI, respectively, as a result of their investment in the Partnership; *provided, however*, that the General Partner shall use its best efforts to avoid investing more than 25% of Aggregate Commitments (measured at cost at the time of investment) in Investments that are either UBTI Investments or ECI Investments; *provided, however*, that a UBTI Investment or an ECI Investment shall not be counted toward such 25% basket if the General Partner offers to UBTI Blocker Partners and/or ECI Blocker Partners, as the case may be, the opportunity to make their attributable portion of such Investment through a corporation (a "Blocker Corporation") owned by the Partnership or an Alternative Vehicle, or through a Blocker Corporation that invests as a limited partner of the Partnership or an Alternative Vehicle; *provided further, however,* that only the interests in such Investments that are attributable to UBTI Blocker Partners or ECI Blocker Partners, respectively (but no other Partners), shall be held in such Blocker Corporations. All costs and taxes associated with a Blocker Corporation shall be borne solely by the UBTI Blocker Partners and/or ECI Blocker Partners that have elected to invest through such Blocker Corporation. Without limiting the foregoing, if a Blocker Corporation that is owned by the Partnership is utilized, distributions with respect to UBTI Investments and/or ECI Investments to UBTI Blocker Partners or ECI Blocker Partners, respectively, shall be made in the following manner: *first*, to such Blocker Corporation, which then shall distribute such amount less any taxes, expenses and carried interest payable by such Blocker Corporation in connection therewith to the Partnership, and *second*, the Partnership then shall distribute the

amount received to the UBTI Blocker Partners or ECI Blocker Partners *pro rata* based on their interests in such Investment, as the case may be. The General Partner shall be authorized to make appropriate adjustments to the allocation and distribution provisions of this Agreement to reflect the foregoing principles. Notwithstanding anything contained herein to the contrary, the General Partner hereby acknowledges that PSERS is not, and shall never for purposes of this Agreement be, treated as an ECI Blocker Partner or a UBTI Blocker Partner.

(b) Any offer to invest through a Blocker Corporation made to a UBTI Blocker Partner or an ECI Blocker Partner pursuant to Section 6.5 shall be made at the time any Capital Call Notice is provided to such Limited Partner with respect to the applicable UBTI Investment or ECI Investment, as the case may be. A UBTI Blocker Partner or an ECI Blocker Partner shall be deemed to have rejected such offer unless it notifies the General Partner in writing that it wishes to invest through a Blocker Corporation pursuant to this Section 6.5 within five (5) Business Days of receiving the Capital Call Notice referred to in the preceding sentence.

6.6. Plan Assets Regulation.

(a) For so long as there is any ERISA Partner, the General Partner shall use its reasonable best efforts to ensure that one of the following statements is and will be true with respect to the Partnership: (i) the Partnership qualifies as a VCOC, or (ii) the equity participation of ERISA Partners in the Partnership is not "significant" within the meaning of the Plan Assets Regulation.

(b) For so long as there is any ERISA Partner, no later than the 60th day after the end of each "annual valuation period" (as defined in Section 2510.3-101(d)(5)(ii) of the Plan Assets Regulation) of the Partnership if the Partnership qualifies as a VCOC as of the end of such annual valuation period, or the 60th day after the close of the Fiscal Year of the Partnership if the Partnership does not qualify as a VCOC, the General Partner shall provide to each ERISA Partner a certificate stating whether the General Partner believes that the Partnership satisfies one of the statements set forth in Section 6.6(a)(i) or (ii) above (and, if so, which statement), and including reasonable details (as determined by the General Partner) regarding the basis for the conclusion set forth therein; *provided* that no Person shall have any liability to any Limited Partner with respect to the delivery of such certificate if such certificate was prepared and delivered in good faith and on a reasonable basis.

6.7. Manager Expenses; Partnership Expenses.

(a) The Manager shall be liable for and shall pay its normal operating overhead and administrative expenses, including (i) compensation of all employees of the General Partner and the Manager and payroll taxes relating thereto, (ii) the costs of office facilities, back office support and maintenance of internal books and records of the Manager and the General Partner and (iii) the costs of registration of the Manager as an investment adviser under, and ongoing compliance with, the Advisers Act (all such expenses being collectively referred to herein as "Manager Expenses").

(b) Except to the extent paid or reimbursed by a Portfolio Company or any other Person (other than a Sponsor Party), the Partnership shall be liable for and shall pay the

following expenses ("Partnership Expenses"): (i) Management Fees; (ii) except as otherwise provided herein, out-of-pocket investment costs, such as investment banking fees and brokerage and underwriting commissions, hedging costs, transfer taxes and finder's commissions; (iii) all expenses of the Partnership relating to investigating, acquiring, monitoring, distributing and disposing of Investments (including, without limitation, travel and out-of-pocket expenses); (iv) domestic and foreign taxes payable by the Partnership and all other taxes, stamp and other duties and other governmental charges payable by or on behalf of the Partnership; (v) fees and disbursements of outside auditors relating to any audit of, or accounting services with respect to, the books and records of the Partnership, including, without limitation, the preparation of the periodic reports required to be delivered pursuant to Article XI; (vi) fees and disbursements of attorneys, consultants, accountants, third party appraisers, third party loan reviewers, fund administration service providers (up to $100,000 in each Fiscal Year) and valuation experts (to the extent third party appraisal services or valuation services are contemplated by this Agreement) and other professionals (including, without limitation, legal fees in connection with any legal opinions delivered by the General Partner pursuant to this Agreement); (vii) interest expenses on borrowings permitted by the terms of this Agreement and all expenses incurred in negotiating, entering into, effecting, maintaining, varying and terminating any borrowing or guarantee permitted to be incurred by this Agreement (including, without limitation, any promissory note issued to a Limited Partner pursuant to the terms of this Agreement); (viii) the Partnership's *pro rata* share of all Organizational Expenses (determined in accordance with Section 13.1(b)(iv)) up to $1,250,000 and, subject to Section 5.1(c), all Excess Organizational Expenses; (ix) all Broken Deal Expenses; (x) expenses of members of the Advisory Board contemplated by Section 8.1(c); (xi) the amounts required to be paid to any Indemnitee or any other Person pursuant to Sections 6.9 or 8.2, or any other provision of this Agreement; (xii) expenses incurred in connection with meetings of the Partnership, including, without limitation, any annual meeting and any special meeting of Partners; (xiii) all insurance premiums or similar expenses incurred by the Partnership, the General Partner, the general partner of the General Partner or the Manager in connection with the activities and management of the Partnership (including, without limitation, fidelity insurance); (xiv) the cost of maintaining books of account in relation to the business of the Partnership referred to in Section 11.1; (xv) all costs and expenses incurred in relation to obtaining waivers, consents or approvals pursuant to this Agreement and all reasonable costs and expenses of, and/or incidental to, the preparation of amendments to this Agreement pursuant to Section 14.1; (xvi) the cost of third party administrators of the Partnership retained by the Manager; (xvii) all costs and expenses incurred as a result of termination of the Partnership and the distribution, realization or disposal of Investments and other Partnership assets pursuant thereto; (xviii) all costs and expenses of any threatened or actual litigation involving the Partnership and the amount of any judgment or settlement paid in connection therewith subject to Section 6.9(e); (xix) all expenses incurred in relation to the registration of any securities of a Portfolio Company or the custody of the documents of title thereto (including, without limitation, bank charges, insurance of documents of title against loss in shipment, transit or otherwise, and charges made by agents of the General Partner or the Manager for retaining documents in safe custody); (xx) the costs of forming any Alternative Vehicle; and (xxi) all other costs incurred in connection with the administration of the Partnership or otherwise that may be authorized by this Agreement or approved by the Advisory Board or a Majority in Interest of the Combined Limited Partners.

(c) Partnership Expenses shall be paid from (i) Capital Contributions made pursuant to Section 3.1, (ii) Investment Proceeds or Short-Term Investment Income, (iii) reserves established by the General Partner pursuant to Section 4.1(b) or (iv) borrowings permitted pursuant to Section 6.2, as determined by the General Partner, in its sole discretion.

6.8. No Transfer, Withdrawal or Loans.

(a) Without the approval of Seventy-Five Percent in Interest of the Combined Limited Partners, and except as otherwise expressly permitted by this Agreement, (i) the General Partner shall not Transfer its general partner interest in the Partnership to any Person (other than, in connection with any borrowing permitted by this Agreement and any Transfer of its rights to make capital calls, enforce the obligations of Partners to make Capital Contributions and related rights), (ii) borrow any funds or withdraw any funds or securities from the Partnership or (iii) voluntarily withdraw as general partner of the Partnership, *provided, however*, that nothing in this Agreement shall (A) preclude changes in the composition of the members, partners, shareholders or other equity interest holders constituting the General Partner (and no such change shall cause a dissolution of the Partnership) or (B) preclude a Transfer to a Sponsor Party. Any transferee of the General Partner's interest pursuant to the foregoing provisions of this Section 6.8(a) shall be subject to the restrictions on Transfer set forth above with respect to such interest as if it were the General Partner.

(b) The General Partner agrees to provide in its organizational documents that without Advisory Board approval, none of its members shall be permitted to Transfer in excess of 49% of his or her interest in Carried Interest Distributions other than (i) to the General Partner or other members of the General Partner, (ii) to such member's spouse or descendants or other Persons for estate planning purposes so long as such member and/or such member's spouse or descendants control such other Persons or so long as such Transfer is made primarily for the benefit of such member's spouse and/or descendants, or (iii) as an assignment to a financial institution in connection with a pledge of such interest, but not including any Transfer of such Person's interest in the General Partner as a result of a foreclosure by a financial institution with respect to such Person's pledge of such interest to such financial institution, and for purposes of making any determination pursuant to the preceding sentence, any such Transfer shall not be considered in such determination.

6.9. Exculpation and Indemnification of General Partner and Others.

(a) In the absence of a Breach of the Standard of Conduct, to the fullest extent permitted by law, none of the General Partner, the Manager, the Active Members or their Affiliates, nor any of their members, managers, shareholders, partners, directors, officers, employees, agents, advisors, representatives, consultants or Affiliates, nor any Person who serves at the specific request of the General Partner or the Manager on behalf of the Partnership, any Related Vehicle or Portfolio Company as a partner, member, officer, director, employee, consultant or agent thereof (each, an "Indemnitee"), shall be liable to any Partner or the Partnership for (i) any action taken, or failure to act, with respect to or on behalf of the Partnership or any Related Vehicle or Portfolio Company or for any action taken, or failure to act, for the Indemnitee's own account which the Indemnitee was expressly permitted or required to take or omit pursuant to this Agreement, (ii) any action or inaction arising from reasonable

reliance in good faith upon the written opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants selected by any of them with reasonable care or (iii) the action or inaction of any agent, contractor or consultant (which agent, contractor or consultant is not an Affiliate of the General Partner, the Manager or the Key Persons) selected by any of them with reasonable care. To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, such Indemnitee acting under this Agreement shall not be liable to the Partnership or to any such other Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of an Indemnitee otherwise existing at law or in equity are agreed by the Partners (to the extent such agreement is permitted by applicable law) to modify to that extent such other duties and liabilities applicable to such Indemnitee.

(b) Subject to Sections 6.9(c) and 6.9(d), the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each Indemnitee and Liquidating Trustee (and their respective heirs and legal and personal representatives) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Partnership or any Partners), by reason of any actions or omissions or alleged acts or omissions arising out of such Person's activities either on behalf of the Partnership or any Related Vehicle or in furtherance of the interests of the Partnership or any Related Vehicle or arising out of or in connection with the Partnership against losses, damages or expenses for which such Person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding ("Losses") (*provided* that such Person did not commit a Breach of the Standard of Conduct); *provided, however*, that (i) any Person entitled to indemnification from the Partnership hereunder shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Partnership to indemnify such Person and (ii) an Indemnitee shall not be entitled to indemnification to the extent (and solely to the extent) such claim for indemnification relates to a dispute between or among the Sponsor Parties or the Indemnitees. Expenses reasonably incurred by an Indemnitee and any other Person entitled to indemnification pursuant to this Article VI or Section 8.2 (including, without limitation, under Section 8.2(b)) in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Partnership prior to the final disposition thereof upon receipt of a written undertaking by or on behalf of the Indemnitee or such Person to repay such amount to the extent that it shall be determined ultimately that such Indemnitee or such Person is not entitled to be indemnified hereunder; *provided, however*, that expenses shall not be advanced by the Partnership pursuant to this Section 6.9(b) if such expenses were incurred in connection with a claim brought by, or joined in by, the Limited Partners and/or the Parallel Fund LPs representing at least a majority of the Aggregate Combined Commitments.

(c) Subject to Section 7.14, any obligation or liability arising out of this Section 6.9 or Section 8.2 shall be paid solely out of Partnership assets. The Partnership shall have no indemnification obligations pursuant to this Section 6.9 or Section 8.2 to the extent that the claim for which such indemnification is sought relates exclusively to any net loss incurred by the Partnership solely (e.g., without consideration of any factors which may have contributed to

such loss) as a result of the loss in value of any Investment and the Partnership shall not indemnify the General Partner or any of its members against the costs of defending any litigation, including settlement costs with respect thereto, involving an internal dispute among such Persons. The General Partner hereby confirms that the indemnification obligations under this Agreement, including, without limitation, this Section 6.9, are those of the Partnership and neither this Agreement nor the Subscription Agreements, including, without limitation, Section 6 thereof, impose any personal indemnification obligations on the Limited Partners and shall not be applied or construed to require the Limited Partners to provide indemnification directly to any person or entity hereunder or thereunder.

(d) Any Indemnitee entitled to seek indemnification hereunder shall first use reasonable efforts to seek indemnification, if available, from such Indemnitee's insurance providers or from Portfolio Companies prior to obtaining indemnification hereunder, *provided* that any such Indemnitee may seek and obtain indemnification hereunder if at any time such Indemnitee reasonably believes that such Indemnitee will not receive complete and timely indemnification on terms reasonably acceptable to such Indemnitee from such other sources or if such indemnification is to pay the expenses incurred by such Indemnitee in advance of the final disposition in accordance with this Section 6.9. No indemnification shall be provided hereunder for any action or omission to act as a member of the board of directors, or as an officer, manager, partner, or employee of any Portfolio Company if such action or omission and all related actions or omissions that form the basis of any Losses occurred after the second anniversary of the final date the Partnership disposed of all of its interest in such Portfolio Company. To the extent reasonably practicable, with respect to each Portfolio Company, the General Partner shall use its reasonable efforts (i) to cause, at the General Partner's option, either (A) the organizational documents of such Portfolio Company to provide for exculpation and indemnification of such Portfolio Company's officers and directors or (B) such Portfolio Company to maintain directors and officers liability insurance if such coverage is available to such Portfolio Company on terms (including, without limitation, premium and other terms and conditions of such coverage) that the General Partner believes are commercially reasonable and (ii) on behalf of the Partnership to recover from Portfolio Companies and their liability insurers, if any, any payments made by the Partnership pursuant to this Section 6.9 arising from any Indemnitee's service as a director or officer of a Portfolio Company. In addition, the General Partner may have the Partnership purchase, at the Partnership's expense, insurance to insure the Partnership, the General Partner, and any other Indemnitee or Person indemnified pursuant to Sections 6.9 or 8.2 hereof against liability in connection with the activities of the Partnership. Solely for purposes of clarification, and without expanding the scope of indemnification pursuant to this Section 6.9, the Partners intend that, to the maximum extent permitted by law, as among (x) Portfolio Companies, (y) the Partnership, (z) the General Partner and the Manager, this Section 6.9(d) shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments, with any applicable Portfolio Company having primary liability, the Partnership and (if applicable) any Parallel Fund having only secondary liability, and (if applicable) the General Partner and the Manager having only tertiary liability. The possibility that an Indemnitee may receive indemnification payments from a Portfolio Company shall not restrict the Partnership from making payments under this Section 6.9 to an Indemnitee that is otherwise eligible for such payments, but such payments by the Partnership are not intended to relieve any Portfolio Company from any liability that it would otherwise have to make indemnification payments to such Indemnitee and, if an Indemnitee that has received indemnification payments from the

Partnership actually receives duplicative indemnification payments from a Portfolio Company for the same Losses, such Indemnitee shall repay the Partnership to the extent of such duplicative payments. If, notwithstanding the intention of this Section 6.9, a Portfolio Company's or its liability insurer's obligation to make indemnification payments to an Indemnitee is relieved or reduced under applicable law as a result of payments made by the Partnership pursuant to this Section 6.9, the Partnership shall have, to the maximum extent permitted by law, a right of subrogation against (or contribution from) such Portfolio Company or its liability insurer, as applicable, for amounts paid by the Partnership to an Indemnitee that relieved or reduced the obligation of such Portfolio Company or its liability insurer, as applicable, to such Indemnitee. Indemnification payments (if any) made to an Indemnitee by the General Partner or the Manager in respect of Losses for which (and to the extent) such Indemnitee is otherwise eligible for payments from the Partnership under this Section 6.9 shall not relieve the Partnership from its obligation to such Indemnitee and/or the General Partner or the Manager, as applicable, for such payments. As used in this Section 6.9, indemnification payments made or to be made by a Portfolio Company shall be deemed to include (i) payments made or to be made by any successor to the indemnification obligations of such Portfolio Company and (ii) equivalent payments made or to be made by or on behalf of such Portfolio Company (or such successor) pursuant to an insurance policy or similar arrangement.

(e) Notwithstanding anything in this Section 6.9 to the contrary, (i) without Advisory Board approval, the Partnership shall not make any payment in excess of $500,000 with respect to any settlement on behalf of any Indemnitee otherwise entitled to indemnification hereunder for any claim or series of related claims against such Indemnitee and (ii) without prior notice to the Advisory Board, the Partnership shall not advance any expenses in excess of $500,000 to any Indemnitee otherwise entitled to the advancement of expenses hereunder for any claim or series of related claims against such Indemnitee. The Partnership shall provide the Advisory Board prompt notice of all settlements made by the Partnership on behalf of any Indemnitee.

(f) An Indemnitee's indemnification rights and obligations pursuant to Sections 6.9 and 7.14 and any other Person's indemnification rights pursuant to Sections 8.2 and 7.14 shall survive the termination of such Indemnitee's or such Person's employment, retention or other status giving rise to such indemnification rights with respect to all matters, acts or omissions which occurred prior to the date of such termination.

6.10. [Intentionally Omitted].

6.11. Conflicts of Interest.

(a) The Partners hereby acknowledge that the Key Persons (i) were previously employed by PNC Equity Management Corp, a wholly owned subsidiary of PNC, (ii) in such capacity were responsible for managing certain of the Existing PNC Funds' investments and investment activities, and (iii) as principals of the General Partner and the Manager, will continue to be responsible for managing such investments and investment activities, which activities after the date hereof will include making additional and follow-on investments, and disposing of such investments.

(b) Except as contemplated by Sections 6.11(a), 6.11(c) and 6.13, none of the General Partner or any of its Active Members or the Manager (the foregoing Persons being collectively referred to herein as the "Conflict Parties") shall directly invest, or to the General Partner's actual knowledge, indirectly invest in any securities issued by a Person in which the Partnership either is actively considering making an Investment or has an Investment; *provided* that none of the Conflict Parties shall be precluded from (i) receiving securities distributed to them from the Partnership, (ii) investing in any securities through a blind-pool investment vehicle or a discretionary brokerage account in which a Person other than a Conflict Party makes investment decisions with respect to specific securities, or (iii) receiving securities upon disposition or exchange of any securities referred to in clauses (i) and (ii).

(c) Subject to Section 6.12, during the Investment Period, the General Partner, the Manager and the Key Persons (so long as they are Active Members) shall present to the Partnership all investment opportunities (other than investment opportunities described in clauses (b)(i) through (b)(iii) above) that, in the reasonable good faith judgment of the General Partner, meet the Partnership's investment criteria if (i) such investment opportunities are available to the Partnership and (ii) the Partnership is otherwise able to make such investments; *provided, however,* that the General Partner, the Manager and the Key Persons shall have no obligation to present to the Partnership any investment opportunity in a portfolio company (or any Affiliate thereof) in which any Existing PNC Fund, the General Partner, the Manager or their Affiliates owns an interest as of the Initial Closing; *provided further, however*, that if an Existing PNC Fund makes an investment after the Initial Closing and the General Partner, with Advisory Board consent, determines not to have the Partnership participate in such investment, then the General Partner shall not be obliged to offer follow-on opportunities with respect to such investment to the Partnership; *provided further, however*, that until the end of the investment period of PNC Fund II, the General Partner may propose that the Partnership co-invest with such Existing PNC Fund in one or more investments, in which case any such investment shall be allocated between such Existing PNC Fund and the Partnership in such manner as the General Partner determines in its sole discretion to be equitable, *provided* that no less than 40% and no more than 60% of any such investment shall be allocated to the Partnership, *provided, further, however*, that to the extent that the Partnership has available funds, as determined by the General Partner in its sole discretion, for new Investments other than Follow-On Investments following the commencement of the operation of any Permitted Successor Fund, investment opportunities will be allocated between the Partnership and any such Permitted Successor Funds in such manner as the General Partner determines to be equitable at the time of any such investment, taking into account Undrawn Commitments, reserves for Follow-On Investments and Partnership Expenses, the likely holding period of such investment and such other factors as the General Partner reasonably determines are relevant.

(d) The Partnership shall not directly invest or, to the General Partner's actual knowledge, indirectly invest in any securities issued by a Person, other than an existing Portfolio Company, in which a Conflict Party or an Existing PNC Fund has an investment unless such investment has been approved by the Advisory Board; *provided, however*, that the Partnership shall not be precluded from investing in the securities of (i) a Portfolio Company if the Conflict Parties own only securities of such Portfolio Company which they received in a distribution from the Partnership or which are to be treated as Transaction Fees and applied in accordance with Section 5.1(c) or (ii) a company if the Conflict Parties own securities of such company through a

blind-pool investment vehicle or a discretionary brokerage account in which a Person other than a Conflict Party makes investment decisions with respect to specific securities.

(e) Except as otherwise expressly set forth in this Agreement (including, without limitation, in Section 6.14), without the consent of the Advisory Board, the Partnership shall not (i) purchase from any Conflict Party all or any portion of any investment previously made by such Person, or (ii) sell to any Conflict Party all or any portion of any Investment previously made by the Partnership. Except as otherwise expressly contemplated by this Agreement (including, without limitation, the payment and receipt of the Management Fee and the receipt of Transaction Fees), the General Partner agrees that, in the event the Key Persons (or any other employee of the Manager or of the General Partner) provide services to the Portfolio Companies, (A) such services shall, in the General Partner's good faith judgment, be reasonably necessary, beneficial or advisable with respect to the Portfolio Companies, and (B) the compensation provided to the General Partner, the Key Persons or any such other employees for such services shall be on terms no less favorable to such Portfolio Companies than could reasonably be obtained in an arms-length transaction from unrelated third parties, and such compensation shall be approved by the Advisory Board in each case.

(f) Notwithstanding the other provisions of this Section 6.11, (i) none of the Partnership or any of the Conflict Parties shall be precluded by this Section 6.11 from investing in the securities of any Person or entering into any other transaction if such investment or other transaction is approved by the Advisory Board and (ii) none of the Conflict Parties shall be precluded by this Section 6.11 from investing in the securities of any Person that the Partnership determines not to invest in, *provided* that such investment by a Conflict Party is disclosed to, and approved in advance by, the Advisory Board, and *provided further* that, with respect to any such actual investment by any of the Conflict Parties, if the investment opportunity is initially presented to the Partnership pursuant to Section 6.11(c) and the Partnership decides not to invest in such securities, any Partnership Expenses incurred by the Partnership in assessing the merits of such investment shall be reimbursed by such Conflict Parties. Except as otherwise contemplated by Section 6.14, the Partnership shall obtain the approval of the Advisory Board prior to (A) purchasing any securities from an Affiliate of the General Partner (other than a Portfolio Company) or from an Existing PNC Fund, or (B) selling all or any portion of an Investment to an Affiliate of the General Partner (other than a Portfolio Company) or to an Existing PNC Fund, *provided* that the Partnership may sell all or any portion of an Investment to any such Affiliate or an Existing PNC Fund where the sale of such Investment is conducted as part of a public offering in which such Affiliate or Existing PNC Fund participates as a purchaser along with unaffiliated third parties.

(g) The obligations set forth in this Section 6.11 shall terminate upon dissolution of the Partnership.

6.12. Formation of Successor Fund or Business Endeavor. Each Partner's interest in the business endeavors of the other Partners is limited to its interest in the Partnership and no Partner's future business activities are restricted, except that, unless the Advisory Board otherwise consents, none of the General Partner, the Manager or the Key Persons (for so long as any such Persons remain Active Members) may actively market a Successor Fund (other than to Limited Partners and Parallel Fund LPs and their Affiliates) until the earliest of (i) the date (the

"Substantial Deployment Date") on which at least Seventy-Five Percent in Interest of the Aggregate Combined Commitments have been (A) invested, committed in writing or allocated for investment pursuant to a written letter of intent with respect to a proposed Investment, (B) used for Partnership Expenses (including Management Fees) or (C) reserved for Follow-On Investments or reasonably anticipated Partnership Expenses (or, in each case, comparable items under the agreements governing the Parallel Funds), (ii) the date on which the Investment Period terminates, or (iii) the date as of which the Limited Partners deliver a notice to the General Partner pursuant to Section 9.3(a).

6.13. Key Person Time and Attention. From the Initial Closing Date until the earliest of (i) the Substantial Deployment Date, (ii) the date on which the Investment Period terminates, or (c) the date on which the Limited Partners deliver a notice to the General Partner pursuant to Section 9.3(a), each Key Person (so long as such Person remains an Active Member) shall devote substantially all of such Person's business time and attention to the affairs of the Partnership, the General Partner, the Portfolio Companies, any Parallel Funds, the Existing PNC Funds, their portfolio companies and any other matters relating thereto. Thereafter, until the Partnership's termination, each Key Person (so long as such Person remains an Active Member) shall devote an amount of such Person's business time and attention to the affairs of the Partnership as is required to discharge his or her duties. During the term of the Partnership, the Key Persons may serve on the board of directors or advisory boards of corporations, investment funds, or other entities where such participation is believed to be consistent with achieving the objectives of the Partnership. The Key Persons may also serve on the boards of directors of charitable and other business organizations where there is no conflict with the Partnership. The General Partner shall notify the Limited Partners promptly after any Key Person ceases to be affiliated with the Partnership for any reason.

6.14. Initial Investment Securities. Notwithstanding anything in Section 6.11 to the contrary, within 90 days after the Initial Closing Date, the Partnership shall be permitted in the General Partner's sole discretion to purchase from the General Partner, the Manager, the Key Persons, any Existing PNC Fund or any of their Affiliates (the "Investor Group"), and the Investor Group shall be permitted to sell to the Partnership, certain securities and other investments (the "Investor Group Investments") which the Investor Group has purchased or committed to purchase prior to the Initial Closing Date; *provided* that each such proposed Investor Group Investment has been previously disclosed in writing to the Limited Partners and approved by the Advisory Board. There is no contractual obligation binding upon either the Investor Group to sell to the Partnership or the Partnership to purchase from the Investor Group any of the Investor Group Investments held (if any) or committed to be acquired by the Investor Group (if any). If such a purchase is consummated, the purchase price for the Investor Group Investments shall be equal to (i) the Investor Group's original cost for the Investor Group Investments plus (ii) legal and out-of-pocket expenses related to their investment plus (iii) interest at the Base Rate plus 2% per annum on such original cost and out-of-pocket expenses from the date(s) of the Investor Group's purchases of the Investor Group Investments or payment of such expenses, respectively. Nothing in this Section 6.14 is intended to modify any existing agreements among Persons within the Investor Group with respect to any investment in Investor Group Investments.

6.15. Remedies.

(a) At any time following the first anniversary of the Final Closing Date, Limited Partners whose interests in the Partnership represent at least Eighty Percent in Interest of the Combined Limited Partners may elect to terminate the Investment Period for any reason by notifying the General Partner in writing of their election.

(b) In the event that a Key Person Event has occurred, then the following requirements and limitations shall apply:

(i) promptly following the occurrence of such Key Person Event, the General Partner shall provide each Limited Partner with written notice that such Key Person Event has occurred;

(ii) all Capital Call Notices delivered pursuant to clause (A) of Section 3.1(b) during the period commencing on the date on which such Key Person Event occurred and ending 90 days after the date of such occurrence (such period being referred to herein as a "Suspension Period"), and each Partner's obligation to make Capital Contributions in respect of any such Capital Call Notices, shall be subject to the limitations set forth in Section 3.1(d);

(iii) the Suspension Period shall terminate and the Investment Period shall be reinstated upon either (A) the election in writing by a Majority in Interest of the Combined Limited Partners to terminate the Suspension Period or (B) the approval by the Advisory Board of a replacement for a departed Key Person designated by the General Partner;

(iv) in the absence of an early termination of the Suspension Period pursuant to the foregoing clause (iii) of this Section 6.15(a), the Suspension Period shall automatically terminate and the Investment Period shall be deemed to have been reinstated effective as of the last day of the Suspension Period unless, prior to such last day, a Majority in Interest of the Combined Limited Partners (A) elects in writing to make the Suspension Period permanent and to terminate the Investment Period and (B) provides written notice of such election to the General Partner; and

(v) promptly following the occurrence thereof, the General Partner shall provide the Limited Partners with written notice of any termination or reinstatement of the Investment Period pursuant to the foregoing clauses (iii) or (iv) of this Section 5.6(a) (including the date of such termination or reinstatement).

ARTICLE VII

LIMITED PARTNERS

7.1. Limited Liability. The Limited Partners (and former Limited Partners) shall not be personally liable for any obligations of the Partnership and shall have no obligation to make contributions to the Partnership in excess of their respective Undrawn Commitments; *provided, however*, that each Limited Partner (and each former Limited Partner) shall (i) be liable to make Capital Contributions to the Partnership in respect of its Undrawn Commitment to the extent a Capital Call Notice is issued pursuant to Section 3.1, including a Capital Call Notice

in respect of a Capital Contribution required to be made to an Alternative Vehicle, (ii) be obligated to return to the Partnership any distribution (A) made to it in error, notice of which is provided to such Limited Partner within three years of such distribution, or (B) to the extent required by the Partnership Act or other applicable law, and (C) to the extent required by Section 7.14, and (iii) have such other obligations as are expressly set forth in this Agreement. To the extent any Limited Partner is required by the Partnership Act or other applicable law to return to the Partnership any distributions made to it and does so, such Limited Partner shall have a right of contribution from each other Limited Partner similarly liable to return distributions made to it to the extent that such Limited Partner has returned a greater percentage of the total distributions made to it and required to be returned by it than the percentage of the total distributions made to such other Limited Partner and so required by this Agreement to be returned by it. The Partnership shall use its reasonable best efforts to preserve the limited liability status provided to the Limited Partners under the Partnership Act. As required by Pennsylvania law applicable to PSERS, in no event shall the liability of PSERS under this Agreement or the Subscription Agreement exceed PSERS' Commitment (taking into account any Permitted Reinvestment Amounts with respect to such Commitment), it being expressly understood that the return of distributions contemplated by clause (ii) above shall not be deemed to be a liability for purposes of this computation.

7.2. No Participation in Management. The Limited Partners (in their capacity as such) shall not participate in the control, management, direction or operation of the affairs of the Partnership and shall have no power to bind the Partnership. To the fullest extent permitted by law, no Limited Partner (including any Limited Partner with a representative on the Advisory Board) or any Advisory Board member shall have any fiduciary duty to the Partnership or any other Partner.

7.3. Transfer of Limited Partner Interests.

(a) A Limited Partner may not sell, assign, transfer, pledge, mortgage or otherwise dispose of all or any of its interest in the Partnership (including any transfer or assignment of all or a part of its interest to a Person who becomes an assignee of a beneficial interest in Partnership profits, losses and distributions even though not becoming a substitute Limited Partner) (a "Transfer") unless the General Partner has consented to such Transfer in writing, which consent may be withheld in the General Partner's sole discretion, except that (i) such consent shall not be unreasonably withheld with regard to an assignment by a Limited Partner of its entire beneficial interest to an Affiliate of any Person if in each case all of the following conditions are satisfied (as reasonably determined by the General Partner) (A) such assignee constitutes only one beneficial owner of the Partnership's securities for purposes of the Investment Company Act and only one partner of the Partnership within the meaning of Treas. Reg. Section 1.7704-1(h), (B) such assignee is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act, (C) such assignee is a "qualified purchaser" within the meaning of Section 3(c)(7) of the Investment Company Act, (D) such assignee is a "qualified client" within the meaning of the Advisers Act, (E) such assignment does not cause the General Partner, the Partnership or any of the Limited Partners to be subjected to any regulations or reporting requirements the General Partner reasonably believes to be significant or burdensome or to any tax obligation, and (F) the assignee in the General Partner's judgment has the financial ability to hold the Limited Partner interest and perform in a timely manner all of its

obligations as a Limited Partner under this Agreement and (ii) a Limited Partner which is a trust under an employee benefit plan may, upon prior written notice to the General Partner, Transfer a beneficial interest in all (but not less than all) of its interest in the Partnership to any other trust under such employee benefit plan, *provided* that such trust satisfies each of the requirements described in clauses (A) through (F) above (as reasonably determined by the General Partner). For purposes of this Section 7.3, a change in any trustee or fiduciary of a Limited Partner will not be deemed to be a Transfer of a limited partnership interest pursuant to this Agreement, *provided* that any such replacement trustee or fiduciary is also a fiduciary as defined under applicable state law; and *provided further* that any income and loss allocable to such Limited Partner will continue to be included in filings under the same taxpayer identification number with the Internal Revenue Service. Accordingly, such a change in a trustee or fiduciary of a Limited Partner may be made without the prior written consent of the General Partner, *provided* that such Limited Partner agrees to provide prior written notice (or if prior written notice is not feasible, written notice as quickly as is feasible) of such change to the General Partner. Notwithstanding anything in this Section 7.3(a) to the contrary, the transferor shall remain liable for all liabilities and obligations relating to the transferred beneficial interest (unless the General Partner otherwise consents in its sole discretion) and such transferee shall become an assignee of only a beneficial interest in Partnership profits, losses and distributions and shall not become a substitute Limited Partner except with the consent of the General Partner or as otherwise provided in Section 7.3(b). No consent of any other Limited Partner shall be required as a condition precedent to any Transfer. The voting rights of any Limited Partner's interest shall automatically terminate upon any Transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other Transfer if the transferor no longer retains control over such voting rights and the General Partner in its sole discretion has not consented in writing to such transferee becoming a substitute Limited Partner or such transferee does not otherwise become a substitute Limited Partner pursuant to Section 7.3(b). As a condition to any Transfer of a Limited Partner's interest (including a change in any trustee or fiduciary of a Limited Partner), the transferor and the transferee shall provide such legal opinions and documentation as the General Partner shall reasonably request; *provided* that if the Transfer is to be made from a Limited Partner which is an employee benefit plan to another trust under the same employee benefit plan as contemplated above, a certificate in form reasonably satisfactory to the General Partner shall be delivered by the Limited Partner in lieu of such legal opinions and other documentation.

(b) Notwithstanding anything to the contrary contained in this Section 7.3, Section 7.7 or Section 7.9, a transferee or assignee of a Limited Partner interest shall not become a substitute Limited Partner (i) without the consent of the General Partner in its sole discretion; *provided, however*, in the event that a Transfer is made to an Affiliate of a Limited Partner pursuant to Section 7.3(a) and otherwise complies with the requirements of Section 7.3(e), the General Partner shall not withhold its consent to such transferee or assignee becoming a substitute Limited Partner, and (ii) without executing a copy of this Agreement or a counterpart or an amendment hereto in form and substance satisfactory to the General Partner in its sole discretion. Any substitute Limited Partner admitted to the Partnership with the consent of the General Partner or as otherwise provided in this Section 7.3(b) shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner with respect to the interest to which such Limited Partner was substituted. The General Partner may modify **Schedule I** attached hereto to reflect such admittance of any substitute Limited Partners.

(c) The transferor and transferee of any Limited Partner's interest shall be jointly and severally obligated to reimburse the General Partner and the Partnership for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer of a Limited Partner's interest, whether or not consummated.

(d) The transferee of any Limited Partner interest shall be treated as having made all of the Capital Contributions made by, and received all of the allocations and distributions received by, the transferor of such interest.

(e) Notwithstanding any other provision of this Agreement, no Transfer (including any Transfer of an interest in the Partnership profits, losses or distributions) shall be permitted if such Transfer would (i) violate the Securities Act or any state securities or "Blue Sky" laws applicable to the Partnership or the interest to be assigned or transferred, (ii) cause the Partnership to be treated as a publicly traded partnership within the meaning of Code Section 7704 and Treas. Reg. Section 1.7704-1, (iii) cause all or any portion of the assets of the Partnership to constitute "plan assets" under the Plan Assets Regulation or any similar concept under Applicable Law, or (iv) cause the Partnership to be required to register as an "investment company" under the Investment Company act or otherwise change the regulatory status of the Partnership.

(f) Any Transfer which violates this Section 7.3 shall be void and the purported buyer, assignee, transferee, pledgee, mortgagee, or other recipient shall have no interest in or rights to Partnership assets, profits, losses or distributions and neither the General Partner nor the Partnership shall be required to recognize any such interest or rights.

7.4. No Withdrawal or Loan. Subject to the provisions of Sections 7.3, 7.7 and 7.9 and any Side Letter to which the Partnership or the General Partner is a party, no Limited Partner may withdraw as a Partner of the Partnership, nor shall any Limited Partner be required to withdraw from the Partnership, nor may a Limited Partner borrow or withdraw any portion of its Capital Account from the Partnership. Notwithstanding the foregoing, the General Partner may on behalf of the Partnership, without the consent of any Limited Partner, enter into agreements that permit a Limited Partner to withdraw from the Partnership in accordance with provisions substantially similar to those set forth in Section 7.7 or any such Side Letter in the event such Limited Partner would be in violation of applicable law or policy of such Limited Partner or subjected to a materially burdensome tax, law, government order or regulation if such Limited Partner were to continue as a limited partner of the Partnership.

7.5. No Termination. Neither the substitution, death, incompetency, dissolution (whether voluntary or involuntary) nor bankruptcy of a Limited Partner shall affect the existence of the Partnership, and the Partnership shall continue for the term of this Agreement until its existence is terminated as provided herein.

7.6. Additional Limited Partners; Increased Commitments. The General Partner, in its sole discretion, may increase its own Commitment and/or accept additional Limited Partners or increases in Commitments from Limited Partners at one or more subsequent closings ("Subsequent Closings"); *provided, however,* that no Subsequent Closing shall occur after the Final Closing Date; *provided further, however,* that the aggregate Commitments of

Unaffiliated Limited Partners, together with the aggregate capital commitments of "Unaffiliated Limited Partners" (as such term is defined in the agreements governing the Parallel Funds) to any Parallel Fund, shall in no event exceed $300 million. Any such additional Limited Partner shall be (a) treated as having been a party to this Agreement, and any such increased Commitment shall be treated as having been made, as of the Initial Closing Date for all purposes (except for the allocation and distribution of Short-Term Investment Income pursuant to Sections 3.2 and 4.2 respectively), (b) required to bear its portion of the Management Fee from the Initial Closing Date and other Partnership Expenses from the date of the Partnership's formation (and in the case of Organizational Expenses, whenever incurred), (c) required to contribute its portion of all Capital Contributions made by the Partners (including for Management Fees) from the Initial Closing Date as set forth in Article III and (d) required to pay to the Partnership interest at the Base Rate plus 2% per annum (determined as of the date of such Limited Partner's admittance to the Partnership) on its *pro rata* share of each Capital Contribution (including to fund Management Fees and Deemed Contributions) previously made by the Partners to the Partnership or the General Partner from the date such Capital Contribution would have been made if such Limited Partner had been admitted as a Limited Partner for its full Commitment on the Initial Closing Date. Proceeds therefrom representing additional Management Fees and interest thereon shall be paid to the Manager, and all other proceeds therefrom shall be distributed to (or in the General Partner's sole discretion applied towards subsequent Capital Contribution obligations of) the Partners that participated in the earlier Capital Contributions *pro rata* based upon their relative shares of the total Capital Contributions made on each such earlier date. Such distributed amounts (excluding Management Fees paid to the Manager), other than interest, may be redrawn by the Partnership in accordance with Section 3.1(f). For purposes of this Section 7.6, a Limited Partner which increases its Commitment shall be treated as an additional Limited Partner with respect to the amount by which its Commitment is increased. Upon the admittance of an additional Limited Partner or the increase in a Partner's Commitment, the General Partner may modify **Schedule I** attached hereto to reflect such admittance or increase. For purposes of all calculations under this Agreement, interest received from additional Limited Partners which is distributed pursuant to this Section 7.6 will not be treated as received and distributed by the Partnership, including for purposes of Sections 3.1(f) and 4.3.

7.7. Government Regulation; Withdrawal of Regulated Partners.

(a) Subject to the provisions of this Section 7.7 set forth below, the General Partner shall use reasonable best efforts to ensure that it and the Partnership are in substantial compliance with those provisions, if any, of ERISA and Applicable Law, in each case with which they are obligated by such statutes to comply and in the case of Applicable Law to the extent the relevant provision has been disclosed by a Governmental Plan Partner to the General Partner. Each Limited Partner shall use reasonable efforts not to take any affirmative action which would create a Partnership Regulatory Risk.

(b) If (i) in the Opinion of the Partnership's Counsel, a Limited Partner's status as a Partner creates a Partnership Regulatory Risk which the General Partner reasonably believes to be significant or (ii) either the Limited Partner or the General Partner obtains an Opinion of Limited Partner's Counsel or an Opinion of the Partnership's Counsel, respectively, to the effect that a Limited Partner has a Limited Partner Regulatory Problem, (each such Limited Partner described in clause (i) or (ii) of this sentence being referred to herein as a

"Regulated Partner"), then the withdrawal provisions of this Section 7.7 shall apply; *provided* that in the event that the General Partner obtains an Opinion of the Partnership's Counsel to the effect that a Limited Partner has a Limited Partner Regulatory Problem and such Limited Partner disagrees with counsel as to the existence of such Limited Partner Regulatory Problem, counsel for the Partnership and the Limited Partner (or such Limited Partner's counsel) shall refer the dispute to a mutually satisfactory independent counsel whose determination shall be final and conclusive as to whether such Limited Partner shall be a Regulated Partner for that purpose.

(c) Subject to the provisions of Section 7.7(b) and this Section 7.7(c) each Regulated Partner may elect to withdraw from the Partnership, or upon demand by the General Partner shall withdraw from the Partnership, at the time and in the manner provided under this Section 7.7. The General Partner shall have a period of 180 days (or such lesser period reasonably recommended in the counsel's opinion delivered pursuant to Section 7.7(b) above, but in no event less than 90 days) following receipt of such counsel's opinion (the "Remedy Period") to use its reasonable efforts to eliminate the necessity for such withdrawal whether by correction of the condition giving rise to the necessity of the Regulated Partner's withdrawal, an amendment of this Agreement pursuant to Section 14.1, a Regulatory Sale, a Regulatory Solution, or otherwise; *provided* that the General Partner shall not be required to forego any investment opportunity on behalf of the Partnership to solve a Limited Partner Regulatory Problem. Each such Regulated Partner shall reimburse the Partnership for all costs incurred by the Partnership in connection with the withdrawal of such Regulated Partner under this Section 7.7 or any Regulatory Sale or Regulatory Solution with respect to such Regulated Partner's Limited Partner interest.

(d) At any time during the Remedy Period, the General Partner may in its sole discretion offer to sell a Regulated Partner's interest to one or more of the Partners and/or a third party who is not a "party in interest" (as defined under ERISA) to such Regulated Partner for a price, payable in cash at closing, equal to such Regulated Partner's Fair Value Capital Account (or such other amount and/or such other terms as may be agreed to by such Regulated Partner in its sole discretion) (a "Regulatory Sale"). In such event, the General Partner shall specify and implement the procedure for making offers and shall set the time limits for acceptance thereof consistent with the other time limits set forth in this Section 7.7. The General Partner shall be entitled to sell a Regulated Partner's interest on behalf of such Regulated Partner on the terms set forth in this Section 7.7(d) (and the Regulated Partner shall be obligated to sell to such Person (or Persons) the Regulated Partner's interest on the terms set forth in this Section 7.7(d)); *provided* that, as a condition to the consummation of any sale, the acquiring Person (or Persons) shall agree to become a party to this Agreement and assume the Regulated Partner's obligation to make future Capital Contributions in an amount equal to the balance of such Person's (or Persons') Undrawn Commitment.

(e) Alternatively, if requested to do so by the General Partner, the Regulated Partner shall cooperate with the General Partner during the Remedy Period in arranging another method in compliance with ERISA or Applicable Law, as applicable, to minimize or eliminate a Partnership Regulatory Risk or a Limited Partner Regulatory Problem (a "Regulatory Solution"), including, but not limited to, the formation of a separate entity (on terms not materially less advantageous to the Regulated Partner than the terms of this Agreement) to hold the Regulated Partner's share (or the share of any employee benefit plan which is a constituent of the Regulated

Partner) of the Partnership's securities and other assets or negotiating an in-kind redemption of the Regulated Partner's interests in the Partnership.

(f) If the General Partner does not sell the Regulated Partner's interest pursuant to a Regulatory Sale or provide for a Regulatory Solution or otherwise correct the condition giving rise to the necessity of the Regulated Partner's withdrawal within the Remedy Period, then such Regulated Partner may withdraw or shall be required to withdraw from the Partnership as of the date following the expiration of the Remedy Period which is the earlier to occur of (i) the last day of the Fiscal Year during which such Remedy Period expires or (ii) the last day of the Fiscal Quarter during which such Remedy Period expires, if withdrawal on such date is recommended in the Opinion of the Partnership's Counsel or the Opinion of Limited Partner's Counsel, as appropriate. Upon any withdrawal, there shall be distributed to such Regulated Partner, in full payment and satisfaction of its interest in the Partnership, an amount equal to the balance of the withdrawing Partner's Fair Value Capital Account as of the effective date of withdrawal. Such amount shall be paid by the Partnership to the withdrawing Regulated Partner on or before the 90th day following such withdrawal, in cash, in kind or in the form of a promissory note, or any combination thereof, in the discretion of the General Partner as it determines to be in the best interests of the Partnership. Any promissory note delivered to a withdrawing Regulated Partner pursuant to this Section 7.7(f) shall (i) bear interest at a rate of 8% per annum, (ii) be paid in full on or prior to the date of the final liquidation and termination of the Partnership, and (iii) unless otherwise agreed by the General Partner and such withdrawing Regulated Partner, be prepayable on each date on which a distribution is made to Partners hereunder in an amount not exceeding the amount such withdrawing Regulated Partner would have received on such date pursuant to Section 4.3 had it not withdrawn from the Partnership. The making of any distributions in kind shall be at the option of the General Partner after consultation with the withdrawing Regulated Partner, and distributions in kind shall be made to the maximum extent practicable in the form of the withdrawing Regulated Partner's *pro rata* share of each Investment of the Partnership; and any distributions in cash shall be made to the extent consistent with the best interests of the Partnership, in the reasonable judgment of the General Partner after consultation with the withdrawing Regulated Partner, in lieu of distributing any non-cash asset the holding of which by such withdrawing Regulated Partner would result in a violation of any applicable law; *provided, however*, that the General Partner may require the withdrawing Regulated Partner to give the General Partner its proxy with respect to securities distributed to it, unless (i) the General Partner is not an "Investment Manager" under Section 3(38) of ERISA (or comparable provision under Applicable Law) or (ii) the General Partner does not accept the appointment as an Investment Manager for such Regulated Partner in that regard, in which case such Regulated Partner shall vote such securities in the same way that the Partnership votes such securities, unless such arrangement would violate any duty of such Regulated Partner under ERISA or Applicable Law; and *provided further* that any distribution in kind pursuant to this Section 7.7 shall not constitute a "prohibited transaction" under ERISA.

(g) Effective upon the date of withdrawal of any Regulated Partner or the Regulatory Sale of any Regulated Partner's entire Partnership interest, (i) such Regulated Partner's Commitment shall be reduced to zero and, in the case of a withdrawing Regulated Partner, the Aggregate Commitments of the Partnership shall be commensurately reduced, (ii) such Regulated Partner shall cease to be a Partner of the Partnership for all purposes, and (iii) except for such Regulated Partner's right to receive payment for such Person's Partnership

interest as provided above, such Regulated Partner shall no longer have any rights under this Agreement, including, without limitation, the right to receive allocations, the right to receive distributions during the term of the Partnership and upon liquidation of the Partnership and the right to vote on Partnership matters as provided in this Agreement, *provided* that nothing contained herein shall affect any liabilities or obligations that such withdrawn Regulated Partner may have as a former Limited Partner under Section 7.1 or Section 7.7(i) below.

(h) Prior to the time of any Regulatory Sale, Regulatory Solution, or withdrawal, a Regulated Partner shall continue to fund its Commitment and shall continue to be a Limited Partner for all purposes of this Agreement; *provided* that if, as set forth in the Opinion of Limited Partner's Counsel, there is a material likelihood that further Capital Contributions by such Regulated Partner would cause a violation of ERISA or Applicable Law, or the assets of the Partnership are, or there is a material likelihood that the assets of the Partnership would be, deemed "plan assets" under the Plan Assets Regulation, then for all purposes of this Agreement (including Articles III and IV), such Regulated Partner's Commitment shall be reduced to the amount of Capital Contributions (net of distributions pursuant to Section 3.1(f) and Section 7.6 (excluding interest payments)) made by such Regulated Partner prior thereto and the Aggregate Commitments shall be commensurately reduced.

(i) Notwithstanding anything in Section 7.7(g) or Section 7.7(h) to the contrary, for a period of 12 months following the reduction in a Regulated Partner's Commitment pursuant to either of such sections, the Partnership Expenses (including Management Fees) will continue to be calculated, and the Partnership Expenses (including Management Fees) will continue to be allocated among the Partners, as if there had been no such reduction and such Regulated Partner shall pay to the Partnership in cash an amount equal to its share of such Partnership Expenses (including Management Fees) to the extent not paid by any Person or Persons that have acquired all or any portion of such Regulated Partner's interest pursuant to a Regulatory Sale or a Regulatory Solution.

(j) No consent of any Limited Partner shall be required as a condition precedent to any Regulatory Solution or any Transfer of a Regulated Partner's interest pursuant to this Section 7.7.

(k) Notwithstanding anything in this Section 7.7 to the contrary, no Regulated Partner's interest will be transferred or subdivided in contravention of Section 7.3(e).

7.8. Reimbursement for Payments on Behalf of a Partner.

(a) If the Partnership is obligated to pay any amount to a governmental agency or body or to any other Person (or otherwise makes a payment) because of a Partner's status or otherwise specifically attributable to a Partner (including, without limitation, Federal withholding taxes with respect to foreign partners, state personal property taxes, state unincorporated business taxes, etc.), then such Partner (the "Reimbursing Partner") shall reimburse the Partnership in full for the entire amount paid (including, without limitation, any interest, penalties and expenses associated with such payment); *provided* that if neither the Partnership nor such Reimbursing Partner would be obligated to pay such amount but for the General Partner's gross negligence, such Reimbursing Partner shall not be obligated to reimburse

the Partnership for any interest and penalties resulting from such gross negligence. At the option of the General Partner, the amount to be reimbursed may be charged against the Capital Account of the Reimbursing Partner, and, at the option of the General Partner, either:

(i) promptly upon notification of an obligation to reimburse the Partnership, the Reimbursing Partner shall make a cash payment to the Partnership equal to the full amount to be reimbursed (and the amount paid shall be added to the Reimbursing Partner's Capital Account but shall not be deemed to be a Capital Contribution hereunder), or

(ii) the Partnership shall reduce subsequent distributions which would otherwise be made to the Reimbursing Partner until the Partnership has recovered the amount to be reimbursed; *provided* that the amount of such reduction shall be deemed to have been distributed for all purposes of this Agreement, but such deemed distribution shall not further reduce the Reimbursing Partner's Capital Account.

(b) A Partner's obligation to make contributions to the Partnership under this Section 7.8 shall survive the dissolution, liquidation, winding up and termination of the Partnership, and for purposes of this Section 7.8, the Partnership shall be treated as continuing in existence. The Partnership may pursue and enforce all rights and remedies it may have against each Partner under this Section 7.8, including instituting a lawsuit to collect such contribution with interest calculated at a rate equal to the Base Rate plus six percentage points per annum (but not in excess of the highest rate per annum permitted by law).

7.9. Limited Partner's Default on Commitment.

(a) The Partnership shall be entitled to enforce the obligations of each Partner to make Capital Contributions pursuant to this Agreement and the Partnership shall have all remedies available at law or in equity in the event any such Capital Contribution is not so made.

(b) Subject to Section 13.4, in the event that any Limited Partner (other than a Non-Participating Limited Partner) fails to make a Capital Contribution (including any capital contribution required to be made to any Alternative Vehicle) when required, and such Limited Partner shall not have cured such failure within five (5) Business Days of receipt of written notice of such failure from the General Partner (a "Defaulting Limited Partner"), then the General Partner may, in its sole discretion, elect to charge such Defaulting Limited Partner interest at an annual rate equal to the Base Rate *plus* 6% (not to exceed the highest rate permitted by applicable law) on the amount due from the date such amount became due until the earlier of (i) the date on which such payment is received by the Partnership or (ii) the date of any notice given to such Defaulting Limited Partner by the General Partner pursuant to Section 7.9(c), 7.9(d) or 7.9(e). In the event PSERS fails to make a Capital Contribution when required, the General Partner shall use reasonable efforts to reach PSERS by telephone to ensure that it received the Capital Call Notice, *provided* that the General Partner's failure to so reach PSERS shall have no bearing on whether PSERS becomes a Defaulting Limited Partner.

(c) In addition to the other rights provided in this Section 7.9 and to the extent not inconsistent with such other rights, the General Partner may, in its sole discretion, elect to declare, by notice to a Defaulting Limited Partner, that:

(i) such Defaulting Limited Partner's Commitment shall be deemed to be reduced to the amount of any Capital Contributions timely made pursuant to Section 3.1 for all purposes other than for purposes of continuing to make contributions of such Defaulting Limited Partner's share of Partnership Expenses;

(ii) upon such notice such Defaulting Limited Partner shall have no right or obligation to make any Capital Contribution thereafter (including the Capital Contribution with respect to which the default occurred and any Capital Contribution otherwise required to be made thereafter pursuant to the terms of Sections 3.1) other than to cover such Defaulting Limited Partner's share of Partnership Expenses; and

(iii) such Defaulting Limited Partner shall have no right to receive any Clawback Amount pursuant to Section 9.5.

(d) In addition to the other rights provided in this Section 7.9 and to the extent not inconsistent with such other rights, the General Partner may declare, by notice to a Defaulting Limited Partner, that such Defaulting Limited Partner shall forfeit to the other Partners (except any other Defaulting Limited Partner subject to the provisions of this Section 7.9), as recompense for damages suffered, and the Partnership shall withhold (for the account of such other Partners) 50% of all distributions of Investment Proceeds, including upon liquidation, that would otherwise be made to such Defaulting Limited Partner on or after such date. The amounts withheld from the Defaulting Limited Partner by the Partnership pursuant to the immediately preceding sentence shall be distributed among the other Partners (except any Defaulting Limited Partner subject to the provisions of this Section 7.9) in proportion to their respective Capital Contributions with respect to each Investment or, in the case of a distribution upon liquidation, in the manner described in Section 9.4, and any remaining proceeds shall be paid to the other Partners (except any Defaulting Limited Partner subject to the provisions of this Section 7.9) in proportion to the positive balances in their respective Capital Accounts.

(e) In addition to the other rights provided in this Section 7.9 and to the extent not inconsistent with such other rights, the General Partner shall have the right to cause such Defaulting Limited Partner to assign its Interest to any Person effective immediately upon written notice at a price equal to 50% of the aggregate amount of Capital Contributions made by the Defaulting Limited Partner less any expenses, deductions or losses (including such Defaulting Limited Partner's share of all Net Loss from Writedowns) allocated to the Defaulting Limited Partner. An interest required to be assigned pursuant to this Section 7.9(e) shall be acquired in accordance with the provisions of Section 7.3. The payment of the price determined in accordance with this Section 7.9(e) shall occur within 90 days after the agreement to purchase the Interests in accordance herewith, and the purchaser(s) of such Interest shall thereafter be admitted as a substituted Limited Partner.

(f) In addition to the other rights provided in this Section 7.9 and to the extent not inconsistent with such other rights, no part of any distribution shall be paid to any Defaulting

Limited Partner from which there is then due and owing to the Partnership, at the time of such distribution, any amount required to be paid to the Partnership. At the election of the General Partner, the Partnership may either (i) apply all or part of any such withheld distribution in satisfaction of the amount then due to the Partnership from such Defaulting Limited Partner or (ii) withhold such distribution until all amounts then due are paid to the Partnership by such Defaulting Limited Partner. Upon payment of all amounts due to the Partnership (by application of withheld distributions or otherwise), the General Partner shall distribute any unapplied balance of any such withheld distribution to such Defaulting Limited Partner. No interest shall be payable on the amount of any distribution withheld by the Partnership pursuant to this Section 7.9(f).

(g) Whenever the consent or decision of a Partner or of the Partners is required or permitted pursuant to this Agreement or under the Partnership Act, a Defaulting Limited Partner shall not be entitled to participate in such consent or to make such decision and such Partner's Commitment and/or interest in the Partnership shall be disregarded in all respects for purposes of determining whether the required vote or written consent of the Limited Partners has been obtained.

(h) The General Partner may, in its sole discretion, require Limited Partners (other than Defaulting Limited Partners) to fund all or any portion of any Capital Contribution that one or more Defaulting Limited Partners have failed to make, *pro rata* based on their relative Commitments, or may utilize available Partnership funds for such purpose; *provided, however*, that no Limited Partner shall be required to make additional Capital Contributions pursuant to this Section 7.9(h) to the extent such additional Capital Contribution would exceed the *lesser* of (i) 125% of such Limited Partner's required Capital Contribution in respect of the Investment giving rise to the default in question, as set forth in the original Capital Call Notice delivered to such Limited Partner in respect of such Investment and (ii) such Limited Partner's Undrawn Commitment.

7.10. Co-Investments. The General Partner may, in its sole discretion, permit one or more of the Limited Partners (but not necessarily all Limited Partners) and/or other Persons (other than the Conflict Parties) to invest in securities issued by a Portfolio Company on a side-by-side basis with the Partnership and on substantially the same terms as the Partnership. The General Partner in its sole discretion shall allocate the available investment among the Partnership and such other Persons, if any, who are co-investing. Notwithstanding the foregoing, the General Partner shall offer PSERS (for so long as it shall be a Limited Partner and is not a Defaulting Limited Partner) an opportunity to co-invest in each Portfolio Company Investment in which any Unaffiliated Limited Partner or any "Unaffiliated Limited Partner" (as such term is defined in the agreements governing the Parallel Funds) is offered co-investment rights (other than co-investment rights in a particular transaction where the offer made is, for strategic reasons, to one or a limited number of investors relating to such transaction) in an amount at least equal to its *pro rata* share (based on their relative Commitments and capital commitments to such Parallel Funds) of the co-investment offered to such Unaffiliated Limited Partners or "Unaffiliated Limited Partners" in a Parallel Fund, without such co-investment being subject to carried interest or management fees payable to the General Partner or its Affiliates.

7.11. Purchase of Limited Partner Interests. If a Limited Partner requests the General Partner to assist it in finding a purchaser for all or any portion of its interest in the Partnership, the General Partner and/or its designees may, in the General Partner's sole discretion and without in any way limiting the provisions of Section 7.3, elect to (a) purchase all or a portion of such interest and/or (b) offer and sell all or a portion of such interest on behalf of the selling Limited Partner to one or more parties (which may include one or more Limited Partners and/or one or more third parties who are not Limited Partners). No consent of any other Limited Partner shall be required as a condition precedent to any such Transfer.

7.12. Confidential Information.

(a) The General Partner has the right to keep confidential from the Limited Partners (and their respective agents and attorneys) for such period of time as the General Partner deems reasonable any Confidential Information. Furthermore, each Limited Partner shall keep confidential and not disclose all information and materials regarding the Partnership and each Portfolio Company in such Limited Partner's possession (whether or not such information or materials have been designated by the General Partner as Confidential Information) except to the extent (i) disclosure of such information or materials is required by law, regulation or a regulatory body having jurisdiction over such Limited Partner, (ii) the information or materials were previously known to such Limited Partner not in connection with the analysis of a potential investment by the Partnership, (iii) the information or materials becomes publicly known except through the actions or inactions of such Limited Partner, (iv) of the disclosure of such information or materials by a Limited Partner to its accountants or attorneys who have agreed to keep such information or materials confidential to the same extent as if they were Limited Partners hereunder, or (v) the General Partner specifically consents to the disclosure of a given item of Confidential Information to a given Person in advance of the disclosure thereof to such Person. Except as provided in Section 7.12(b) below, in the event any Limited Partner is required by law, regulation or a regulatory body to disclose any Confidential Information, such Limited Partner shall promptly notify the General Partner in writing, which notification shall include the nature of the legal or regulatory requirement and the extent of the required disclosure, and shall cooperate with the General Partner to preserve the confidentiality of such information consistent with applicable law and regulations.

(b) The General Partner acknowledges that PSERS is an administrative agency of the Commonwealth of Pennsylvania and may be required by law, including 24 Pa.C.S. §8502(e), to disclose to the public certain information that may be considered confidential under this Agreement ("Disclosure Obligations"). Therefore, notwithstanding anything to the contrary in this Agreement, the General Partner hereby agrees that PSERS, without prior notice to or approval of the General Partner, may disclose such information to the public to the extent required to satisfy such Disclosure Obligations, *provided, however,* that PSERS shall exclude sensitive investment or financial information from public disclosure to the extent permitted in 24 Pa.C.S. §8502(e) and shall not, without the prior written consent of the General Partner, disclose any information regarding the identity, performance, or value of any Portfolio Company, proprietary business information relating to the services or products of any Portfolio Company, or the Partnership's pending acquisition or pending disposition of a Portfolio Company or proposed investment in a Portfolio Company ("Trade Secrets").

(c) The General Partner shall have the right (i) not to provide the Limited Partners with information the Limited Partners would otherwise be entitled to receive or have access to pursuant to this Agreement or otherwise if the General Partner reasonably believes that such disclosure or potential disclosure is not in the best interests of the Partnership or could damage the Partnership or any of its Portfolio Companies and (ii) in the event PSERS is required by law (any statute, governmental rule or regulation, or judicial or governmental order, judgment or decree) to disclose Trade Secrets or other Confidential Information, not to disclose further to PSERS the types of Trade Secrets or other Confidential Information that PSERS is required by law to disclose, *provided* that, in the case of clauses (i) and (ii), the General Partner shall not withhold from PSERS (A) such information as is reasonably necessary for PSERS to determine the items required to be disclosed by it pursuant to 24 Pa.C.S. §8502(e), (B) balance sheets and statements of Investments (including cost and value), income statements and statements of cash flow of the Partnership, (C) PSERS' Capital Account balance (prepared in the Partnership's quarterly and annual financial statements and the Capital Account Summary delivered to PSERS), and (D) Federal and state tax information statements (including Federal Forms K-1).

(d) The Limited Partners shall use Confidential Information solely in relation to their investment in the Partnership.

7.13. Excuse.

(a) A Limited Partner may be excused from making all or any portion of its required Capital Contribution with respect to an Investment if, within five (5) Business Days after the date on which a Capital Call Notice with respect to such Investment has been delivered to such Limited Partner, such Limited Partner delivers to the General Partner (x) written notice that such Investment (or in the case of a partial excuse, the portion of such Investment) would (i) cause a violation of any law, regulation or governmental license, governmental permit or other similar governmental approval to which it is or may be subject, (ii) in the case of an ERISA Partner, result in a material risk of a "prohibited transaction" as defined in Section 4975 of the Code or Section 406 of ERISA or (iii) in the case of a Governmental Plan Partner, result in a material risk of a "prohibited transaction" or a similar concept under Applicable Law and (y) in the case of an excuse (or partial excuse) pursuant to the foregoing clauses (x)(i), (x)(ii) or (x)(iii) of this Section 3.4(a), a written opinion of counsel to such Limited Partner (which opinion and counsel shall be reasonably satisfactory to the General Partner) to the effect that it is more likely than not that such Limited Partner's participation (or in the case of a partial excuse, the portion thereof) in such Investment would result in one of the events described in such clauses. If the General Partner receives the opinion referred to in the immediately preceding sentence from a Limited Partner within the time period described therein, then (A) the General Partner may deliver a notice to other Limited Partners advising them of such excuse, which notice shall indicate the amount of capital required to be contributed to the Partnership by such Limited Partner and (B) subject to the limitations set forth in Section 7.13(c), each such Limited Partner shall contribute additional capital to the Partnership within five (5) Business Days after such notice has been delivered in an amount equal to the *product* of (1) the amount of the Capital Contribution that would have otherwise been made by the Non-Participating Limited Partner in respect of such Investment (assuming that there were no Non-Participating Limited Partners), *multiplied by* (2) a fraction, the numerator of which is such Limited Partner's Commitment and

the denominator of which is the Aggregate Commitments of all Limited Partners (other than Non-Participating Limited Partners).

(b) The General Partner may, in its sole discretion, preclude a particular Limited Partner from participating in all or any portion of an Investment if the General Partner reasonably determines that: (i) participation by such Limited Partner in all or any part of such Investment more likely than not would have any of the effects set forth in clauses (x)(i), (x)(ii) or (x)(iii) of Section 7.13(a); or (ii) such participation would result in a Material Adverse Effect or would cause a serious risk of jeopardizing the Partnership's participation in such Investment. Any determination by the General Partner pursuant to this Section 7.13(b) shall be communicated to the affected Limited Partner at the same time that the General Partner delivers the Capital Call Notice in respect of such Investment, and such notice shall provide both the amount of and the rationale for any additional capital which such other Limited Partners shall be required to contribute as a result of the determination authorized by this Section 7.13(b). Subject to the limitations on additional Capital Contributions by Limited Partners set forth in Section 7.13(c), each Limited Partner (other than a Non-Participating Limited Partner) shall make additional Capital Contributions to the Partnership equal to the *product* of (A) the amount of the Capital Contribution that would otherwise have been made by such Non-Participating Limited Partner in respect of such Investment (assuming that there were no Non-Participating Limited Partners), *multiplied by* (B) a fraction, the numerator of which is such Limited Partner's Commitment and the denominator of which is to the Aggregate Commitments of all Limited Partners (other than Non-Participating Limited Partners).

(c) Notwithstanding anything in this Section 7.13 to the contrary, no Limited Partner shall be obligated to make additional Capital Contributions in respect of an Investment pursuant to Section 7.13(a) or 7.13(b) to the extent such additional Capital Contributions would exceed the *lesser* of (i) 125% of the Capital Contribution that would otherwise have been made by such Limited Partner in respect of such Investment (assuming that there were no Non-Participating Limited Partners), as set forth in the original Capital Call Notice delivered to such Limited Partner in respect of such Investment and (ii) such Limited Partner's Undrawn Commitment.

(d) A Non-Participating Limited Partner shall not be allocated any Profits or Losses nor receive any distributions with respect to such Investment and, in such event, all allocation calculations pursuant to Section 3.3, and all distribution calculations pursuant to Section 4.3 in respect of such Investment shall be made separately with respect to each Limited Partner to give effect hereto and to all additional Capital Contributions made by each Limited Partner pursuant to Section 7.13(a) or 7.13(b).

7.14. Giveback.

(a) Subject to the provisions of this Section 7.14, each Partner and each former Partner may be required to return distributions made to such Partner or former Partner for the purpose of meeting its share of the Partnership's indemnity obligations hereunder, as determined pursuant to Section 7.14(b), in an amount up to, but in no event in excess of, the aggregate amount of distributions actually received by such Partner or former Partner from the Partnership. However, if, notwithstanding the terms of this Agreement, it is determined under

applicable law that any Partner or former Partner has received a distribution which is required to be returned to or for the account of the Partnership or Partnership creditors, then the obligation under applicable law of any Partner or former Partner to return all or any part of a distribution made to it shall be the obligation of such Partner or former Partner and not of any other Partner or former Partner. Any amounts returned by the Partners and former Partners pursuant to this Section 7.14 shall not be treated as Capital Contributions, but shall be treated as returns of prior distributions and reductions in cash distributable pursuant to the terms of this Agreement in determining the amounts of subsequent distributions hereunder and the amount that the General Partner may be required to contribute to the Partnership pursuant to Section 9.5. The General Partner will endeavor to notify each Limited Partner promptly upon becoming aware of any claim or other matter which would require the return of distributions pursuant to this Section 7.14, *provided* that a good faith failure to so notify any Limited Partner shall not relieve such Limited Partner of its obligations under this Section 7.14.

(b) Subject to the provisions of this Section 7.14, if an obligation to return distributions is related to the acquisition, holding or disposition of an Investment (an "Investment Related Giveback Amount"):

(i) each Partner and each former Partner having an interest in such Investment shall be obligated to return an amount equal to the product of (A) the percentage that the aggregate Investment Proceeds, other than pursuant to Section 4.3(a)(i) or, in the case of the General Partner, other than amounts representing a return of its Capital Contributions, received by such Partner or former Partner, represents of the aggregate Investment Proceeds received by all such Partners and (B) the lesser of (1) the aggregate Investment Proceeds generated by such Portfolio Investment and (2) such Investment Related Giveback Amount;

(ii) to the extent that such Investment Related Giveback Amount exceeds the amount given back in (i) above, each Partner and each former Partner having an interest in such Investment shall be obligated to return an additional amount equal to the product of (A) the percentage that distributions to such Partner or former Partner pursuant to Section 4.3(a)(i) or, in the case of the General Partner, distributions representing a return of its Capital Contributions represents of the aggregate Capital Contributions with respect to such Portfolio Investment and (B) the amount of such excess, up to the aggregate amount of Capital Contributions with respect to such Portfolio Investment; and

(iii) to the extent that such Investment Related Giveback Amount exceeds the amounts given back in (i) and (ii) above, each Partner and former Partner shall be obligated to return an amount equal to the product of (A) the percentage that its aggregate distributions received represent of aggregate distributions received by all Partners and former Partners and (B) the amount of such excess, up to the aggregate amount of distributions received.

(c) Subject to the provisions of this Section 7.14, if an obligation is unrelated to the acquisition, holding or disposition of an Investment (an "Other Giveback Amount"), each Partner or former Partner shall be obligated to return a *pro rata* portion of the Other Giveback

Amount equal to the percentage that its aggregate distributions received represent of the aggregate distributions received by all Partners and former Partners.

(d) Notwithstanding the above, the obligation of a Partner or former Partner to return distributions made to it pursuant to this Section 7.14 shall be subject to the following limitations: (i) the aggregate amount of such distributions made to a Limited Partner and required to be returned pursuant to this Section 7.14 in the aggregate shall not exceed 25% of such Limited Partner's Commitment (or former Commitment) and (ii) no Limited Partner or former Limited Partner shall be required to return a distribution after the second anniversary of the date of the final liquidation of the assets of the Partnership, *provided* that if at the end of such period, there are any Proceedings then pending or any other liability or claim then outstanding which the General Partner in good faith determines may require the return of such distribution in the future, the General Partner shall so notify the Partners and former Partners at such time (which notice shall include a brief description of each such Proceeding (and of the liabilities asserted in such Proceeding) or of such liabilities and claims) and the obligation of the Partners and former Partners to return all or any portion of such distribution (as specified in such notice) for the purpose of meeting the Partnership's indemnity obligations shall survive with respect to each such Proceeding, liability and claim set forth in such notice (or any related Proceeding, liability or claim based upon the same or a similar claim) until the date that such Proceeding, liability or claim is ultimately resolved and satisfied; *provided, further,* that such notice must be updated no less frequently than each Fiscal Quarter. The provisions of this Section 7.14(d) shall not affect the obligations of the Limited Partners under Section 17-607 of the Partnership Act or other applicable law. To the extent that an Investment Related Giveback Amount or other amount that occurs after the termination of the Partnership would have affected the determinations previously made under Section 9.4 on an overall basis and given rise to an incremental obligation of the General Partner to return to the Partnership an amount pursuant to Section 9.5 with respect to a Limited Partner, then such Limited Partner's obligation pursuant to this Section 7.14 shall be decreased, and the General Partner's obligation pursuant to this Section 7.14 shall be increased, by such amount. No Partner shall be liable pursuant to this Section 7.14 with respect to any Partnership indemnity obligations relating to events which occur after such time as such Partner is no longer a Partner of the Partnership. Nothing in this Section 7.14, express or implied, is intended or shall be construed to give any Person other than the Partnership or the Partners any legal or equitable right, remedy or claim under or in respect of this Section 7.14 or any provision contained herein.

(e) The General Partner shall provide the Limited Partners with annual updates in writing with respect to any potential claim for which notice has been given pursuant to this Sections 7.14 which has not been ultimately resolved and satisfied.

(f) The obligations set forth in this Section 7.14 shall survive the liquidation and termination of the Partnership. If the Partners are required to return amounts to the Partnership pursuant to this Section 7.14 after the termination of the Partnership, such amounts shall be paid by the Partners as directed by the General Partner.

7.15. BHCA Non-Voting Interests.

(a) Any interest held for its own account by a Limited Partner that is a "BHCA Limited Partner" will be subject to this Section 7.15. A "BHCA Limited Partner" is a Limited Partner subject to the BHCA that has notified the General Partner of its election to become a BHCA Limited Partner. Except as provided in Section 7.15(e), such an election is irrevocable.

(b) So much of the interest of a BHCA Limited Partner (together with all of its affiliates, as defined in the BHCA, subject to the BHCA) as is in excess of 4.99% of the interests of the Limited Partners that are entitled as a class to vote on, consent to, or otherwise be considered in connection with the approval of any matter presented to such class of Limited Partners will be a "BHCA Non-Voting Interest". A BHCA Non-Voting Interest will remain a BHCA Non-Voting Interest notwithstanding any Transfer, including a Transfer to a Person that is not a BHCA Limited Partner. If any Person who holds a BHCA Non-Voting Interest transfers it, the transferee will be deemed to receive a BHCA Non-Voting Interest from the transferor to the extent allocated in accordance with an irrevocable written allocation of interests entered into between the parties at the time of the Transfer. If the parties fail to enter into an irrevocable written allocation of interests at the time of the Transfer, the interests transferred will be deemed to be BHCA Non-Voting Interests to the extent BHCA Non-Voting Interests were held by the transferor immediately before the Transfer.

(c) BHCA Non-Voting Interests will not be entitled to consent to, vote on, or otherwise be considered in connection with the approval of any matter, including the selection of a successor general partner, except matters described in the last sentence of this Section 7.15(c). Notwithstanding anything to the contrary in this Agreement, BHCA Non-Voting Interests are entitled to consent to, vote on, or otherwise be considered in connection with the approval of (i) the issuance of additional amounts or classes of senior interests in the Partnership, (ii) the modification of the terms of the Limited Partner interests in the Partnership or (iii) the dissolution of the Partnership.

(d) Upon an admission of additional Limited Partners, a withdrawal of a Limited Partner or any other adjustment of the Limited Partner's interests under this Agreement, or if any Limited Partner becomes a Defaulting Partner, a recalculation of the percentage voting interest held by all BHCA Limited Partners will be made in accordance with this Section 7.15(d) and Section 7.15(b). Solely for the purpose of such recalculation, a BHCA Limited Partner will be deemed to hold any interest previously held by such BHCA Limited Partner or any predecessor in interest of such BHCA Limited Partner.

(e) Any BHCA Limited Partner, other than a BHCA Limited Partner that was a "financial holding company" under the BHCA (an "FHC") at the time it elected to be a BHCA Limited Partner, which, after it has elected to be treated as a BHCA Limited Partner, effectively elects to become an FHC, may by notice to the General Partner elect not to be treated as a BHCA Limited Partner and, after such election, shall cease to be a BHCA Limited Partner. Such election shall be accompanied by evidence of the Partner's eligibility to make such an election.

7.16. Partnership Media or Common Carrier Company.

(a) For so long as the Partnership has an investment in any Media or Common Carrier Company (such an entity or enterprise in which the Partnership has an investment referred to herein as a "Partnership Media or Common Carrier Company"), then the following provisions shall apply but only to the minimum extent necessary to insulate the Limited Partners from any deemed "attributable interest" in a Partnership Media or Common Carrier Company under the attribution rules of the FCC):

(i) (A) No Limited Partner, (B) no Person which is a director, officer, member, partner or 5% or greater shareholder of a Limited Partner, and (C) no entity controlling or under common control with a Limited Partner (each of the Persons described in clauses (B) and (C), a "Limited Partner Affiliate"), may be an employee of (1) any Partnership Media or Common Carrier Company or (2) the Partnership if the employment function of such Limited Partner or Limited Partner Affiliate directly or indirectly relates to any Partnership Media or Common Carrier Company.

(ii) No Limited Partner or Limited Partner Affiliate may serve, in any material capacity, as an independent contractor or agent of (A) any Partnership Media or Common Carrier Company and (B) the Partnership with respect to any Partnership Media or Common Carrier Company.

(iii) No Limited Partner or Limited Partner Affiliate may communicate with the General Partner or with any officer, director, partner, agent, representative or employee of any Partnership Media or Common Carrier Company on matters pertaining to the day-to-day operations of the Partnership Media or Common Carrier Company.

(iv) No Limited Partner or Limited Partner Affiliate may perform any services for (A) any Partnership Media or Common Carrier Company or (B) the Partnership where such services materially relate to a Partnership Media or Common Carrier Company, except that a Limited Partner or Limited Partner Affiliate may make loans to or act as a surety for a Partnership Media or Common Carrier Company.

(v) No Limited Partner or Limited Partner Affiliate may become actively involved in the management or operation of any Partnership Media or Common Carrier Company.

(vi) No Limited Partner shall exercise any right to vote on the admission or removal of any general partner of the Partnership except to the extent permitted by the FCC while still maintaining the insulation of such Limited Partner.

The restrictions set forth above shall be construed to effectuate the insulation of the Limited Partners and Limited Partner Affiliates from attribution of ownership of any Partnership Media or Common Carrier Company to any Limited Partner under the attribution rules of the FCC.

(b) Any of the provisions of Section 7.16(a) may be waived as they otherwise would apply to any Limited Partner upon the written consent of such Limited Partner and the General Partner.

7.17. Limited Partner Information.

Upon the reasonable request of the General Partner, each Limited Partner agrees to provide the Partnership with such information as is reasonably available to it concerning the Limited Partner and its business so that the Partnership can comply, or determine its compliance, with any laws or regulations applicable to it (including, without limitation, the Investment Company Act).

ARTICLE VIII

ADVISORY BOARD

8.1. General.

(a) An Advisory Board consisting of not less than three (3) individuals as of the Final Closing and not more than seven (7) individuals shall be appointed by the General Partner, all of whom shall be selected from among the Limited Partners or the Parallel Fund LPs (or their representatives) and none of whom shall be Affiliates of the General Partner or the Manager. For so long as PSERS is a Limited Partner and is not a Defaulting Limited Partner, the General Partner shall appoint one representative designated by PSERS (the "PSERS Designee") to serve as a member of the Advisory Board and shall promptly appoint any successor designated by PSERS upon receipt of notice from PSERS that it is replacing such representative; *provided, however*, that if PSERS transfers a portion of its interest in the Partnership representing more than 50% of its Commitment to one or more unaffiliated third parties, then the General Partner may remove the PSERS Designee from the Advisory Board and terminate its rights pursuant to this Section 8.1. The Advisory Board shall (i) annually review valuations of the Partnership's assets made by the General Partner, (ii) review and approve or disapprove any actual or potential conflicts of interest, and (iii) consider such other matters as are required by this Agreement or determined by the General Partner to be considered by the Advisory Board. Any approval of any transaction or other matter by the Advisory Board pursuant to this Agreement shall have the effect of waiving any conflict of interest or potential conflict of interest under applicable law specifically and expressly relating to such transaction or other matter only, and to no other transaction or matter, to the maximum extent permitted under any such applicable law, and the Sponsor Parties shall be permitted to conclusively rely on any such approval. In the event any Advisory Board member expresses a significant concern regarding an annual or other valuation of the Partnership assets required to be approved by the Advisory Board pursuant to this Agreement, the General Partner will in good faith discuss such member's concerns with the Advisory Board.

(b) The decision of the Advisory Board shall be by vote of a majority of a quorum of its members acting at a duly called meeting (or a majority of the members attending the meeting if greater than a quorum). The quorum for a meeting of the Advisory Board shall be a majority of its members. Members of the Advisory Board may participate in a meeting of the Advisory Board by means of conference telephone or similar communications by means of which all persons participating in the meeting can hear and be heard. Meetings of the Advisory Board may be called by the General Partner or a majority of the Advisory Board's members. All

current Advisory Board members must be given at least five (5) Business Days' prior notice of any such meeting and the agenda therefor. Any member of the Advisory Board who is unable to attend a meeting of the Advisory Board may (i) grant in writing to another member of the Advisory Board or any other Person such member's proxy to vote on any matter upon which action is taken at such meeting and (ii) designate in writing to the General Partner an alternate to observe, but not vote on any matter acted upon at such meeting (unless such alternate is also granted a proxy pursuant to the preceding clause (i)). The Advisory Board also may act by written consent of a majority of its members. Notice of any action taken by written consent shall be delivered to all members of the Advisory Board.

(c) No fees shall be paid by the Partnership to members of the Advisory Board; *provided, however*, that the Partnership shall reimburse such members for reasonable travel and related expenses incurred in attending Advisory Board meetings and annual or special meetings of the Partnership. The General Partner agrees that the Advisory Board, upon the approval of at least a majority of its members, may retain independent legal counsel, accountants, and such other advisors and consultants as it deems reasonably necessary, in order to adequately perform its duties under this Agreement. All such travel and related expenses, and the reasonable fees and expenses of such legal counsel, accountants, advisors and consultants, shall be considered Partnership Expenses and shall be shared by the Parallel Funds and the Partnership *pro rata* based on their relative proportion of the Aggregate Combined Commitments.

(d) Any member of the Advisory Board may resign upon delivery of written notice from such member to the General Partner, and shall be deemed removed if the Limited Partner that the member represents requests such removal in writing to the General Partner or becomes a Defaulting Limited Partner or assigns or transfers its entire Interest. If any representative of a Limited Partner cannot serve, another representative of such Limited Partner may serve on the Advisory Board as long as such representative is reasonably acceptable to the General Partner. Any vacancy in the Advisory Board, whether created by such a resignation or removal or by the death of any member, shall promptly be filled by the General Partner.

(e) In no event shall the Advisory Board take part in the control or management of the Partnership within the meaning of Section 17-303 of the Partnership Act, nor shall the Advisory Board have any authority to act for or on behalf of the Partnership. The participation by any Limited Partner who is a member of the Advisory Board in the activities of the Advisory Board shall not be construed to constitute participation by such Limited Partner in the control of the business of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Partnership Act. No Limited Partner who is a member of the Advisory Board shall be deemed to be an Affiliate of the Partnership or the General Partner solely by reason of such membership. To the fullest extent permitted by law, neither any member of the Advisory Board, nor any Limited Partner which such member represents, shall owe any fiduciary duty to any other Partner solely on account of such member's membership on the Advisory Board. Each of the Limited Partners hereby grants to the Advisory Board a limited power of attorney for purposes of taking any actions required in connection with any approval required under the Advisers Act, including Sections 205(a) and 206(3) thereof.

8.2. Indemnification.

(a) No member of the Advisory Board formed by the General Partner or any Limited Partner that is represented by such member with respect to the Partnership acting in its capacity as such shall be liable to any other Partner or the Partnership (and the Partners and the Partnership waive, and agree not to make, any such claim against any such member in their capacities as such) for any reason, including without limitation, for any mistake in judgment, any action or inaction taken or omitted to be taken, or for any loss due to any mistake, action or inaction so long as such member acted in good faith and, with respect to any criminal action or proceeding, had no reasonable cause to believe the member's conduct was unlawful. No Limited Partner who is a member of the Advisory Board formed by the General Partner with respect to the Partnership shall be deemed to be an Affiliate of the Partnership or the General Partner solely by reason of such membership.

(b) The Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each Limited Partner that is represented on the Advisory Board, each member of the Advisory Board formed by the General Partner with respect to the Partnership (and their respective heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Partnership or any of the Partners), by reason of any actions or omissions or alleged acts or omissions arising out of such Person's activities in connection with serving on the Advisory Board formed by the General Partner with respect to the Partnership against losses, damages or expenses for which such Person has not otherwise been reimbursed (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding so long as such Person acted in good faith and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful; *provided, however*, that any Person entitled to indemnification from the Partnership hereunder shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Partnership to indemnify such Person.

ARTICLE IX

DURATION AND TERMINATION

9.1. Duration. Subject to Section 9.3, the Partnership shall be dissolved upon the expiration of its term pursuant to Section 1.5.

9.2. [Intentionally Omitted.]

9.3. Early Dissolution of the Partnership.

(a) If a Cause Event has occurred, then within 30 days of such occurrence, Two-Thirds in Interest of the Combined Limited Partners may vote to dissolve the Partnership upon providing written notice thereof to the General Partner, and the Partnership shall be dissolved upon such notice. As used herein, a "Cause Event" means any one of the following

events: (i) a willful and material breach of any material obligation that the General Partner or the Manager has under this Agreement or the Management Agreement, which breach has not been cured within 60 days (or is not in the process of being cured within 60 days and is cured within 120 days) after receipt by the General Partner of written notice with respect thereto from Limited Partners holding Two-Thirds in Interest of the Combined Limited Partners; (ii) the conviction of the General Partner, the Manager or any Key Person (with respect to any act of such Key Person while such Key Person was an Active Member) by a court of competent jurisdiction of a felony which has had, or is reasonably likely to have, a material adverse effect on the business of the Partnership; or (iii) the gross negligence of the General Partner or the Manager in connection with the activities relating to the Partnership, which gross negligence has, or is reasonably likely to have, a material adverse effect on the business of the Partnership; or (iv) the General Partner (A) files a voluntary petition in bankruptcy, (B) is involuntarily dissolved and commences its winding up, or (C) consents to or acquiesces to the appointment of a trustee, receiver or liquidator of the General Partner; or has entered against it an order for relief in a Federal bankruptcy proceeding which order is not stayed, vacated or dismissed within 90 days.

(b) The General Partner may elect to dissolve the Partnership prior to the expiration of its term under Section 1.5 if the General Partner determines in good faith that dissolution is necessary or advisable (i) because there has been a materially adverse change in ERISA or Applicable Law or (ii) to avoid violations of (or registration under) the Investment Company Act, ERISA, or Applicable Law.

9.4. Liquidation of the Partnership.

(a) Upon dissolution, the Partnership shall be liquidated in an orderly manner in accordance with the provisions of this Agreement and the Partnership Act. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement, *provided,* that if the General Partner is unable or unwilling to act as the liquidator, or if the Partnership has been dissolved by the Limited Partners pursuant to Section 9.3(a), then a replacement liquidator may be appointed by the Limited Partners whose interests in the Partnership represent at least a Majority in Interest of the Combined Limited Partners with the approval of the General Partner (which approval shall not be unreasonably withheld or delayed). For purposes of this Agreement, any Person acting as the liquidator pursuant to this Section 9.4 is referred to herein as the "Liquidating Trustee."

(b) Notwithstanding Section 9.4(a), in the event that the General Partner or the Liquidating Trustee shall, in its absolute discretion, determine a sale or other disposition of part or all of the Investments would cause undue loss to the Partners or otherwise be impractical, the General Partner or the Liquidating Trustee may transfer or assign the Partnership's interest in such Investments to a liquidating trust, so long as the terms of such liquidating trust are reasonably satisfactory to the Advisory Board.

(c) Except as may be required by the Partnership Act or other applicable law, no Limited Partner shall be responsible for restoring any negative balance in its Capital Account.

(d) Subject to Section 17-804 of the Delaware Act, the proceeds from liquidation shall be paid in the following manner:

(i) the expenses of liquidation (including legal and accounting expenses incurred in connection therewith up to and including the date that distribution of the Partnership's assets to the Partners has been completed) and the debts of the Partnership shall first be paid;

(ii) provision for such reserves as the General Partner or Liquidating Trustee deems necessary or desirable shall next be made; and

(iii) all remaining proceeds shall be paid to all Partners (after giving effect to all distributions made pursuant to this Agreement) in the manner prescribed in Section 4.3(a)).

(e) In any such liquidation, the Partnership may distribute (after payment of the Partnership's obligations) the assets of the Partnership in cash, ratably in kind (subject to Section 4.5(f)), or any combination thereof as the General Partner or the Liquidating Trustee shall determine. The General Partner agrees to use its reasonable efforts not to make an in kind distribution of assets to any Limited Partner if such distribution would result in a violation of applicable law; *provided, however*, that the failure of the Partnership to avoid such a distribution as provided in this sentence notwithstanding such efforts shall not cause the General Partner to be in violation of this Section 9.4(e).

(f) When the General Partner or the Liquidating Trustee has complied with the foregoing liquidation plan, the General Partner or the Liquidating Trustee, on behalf of all Partners, shall execute, acknowledge and cause to be filed an instrument evidencing the cancellation of the Certificate of Limited Partnership of the Partnership.

(g) In carrying out the provisions of this Article IX, the General Partner or the Liquidating Trustee, as the case may be, will comply with the requirement of Treasury Regulation 1.704-1(b)(2)(ii)(b)(2) and (3) that all liquidating distributions be made on or before the later of (i) the last day of the Fiscal Year in which the liquidation occurs or (ii) the ninetieth day after such liquidation occurs.

9.5. General Partner Clawback.

(a) If, following the dissolution, winding up and liquidation of the Partnership and the distribution of all or substantially all of the Partnership's assets (the date of such event being referred to herein as the "Clawback Determination Date"), Carried Interest Distributions made to the General Partner have been made with respect to any Limited Partner and either (i) the aggregate Carried Interest Distributions to the General Partner with respect to such Limited Partner exceed the Applicable Carry Percentage of *the sum of* (A) the cumulative distributions of Investment Proceeds to such Limited Partner *less* the amounts specified in Section 4.3(a)(i) (whether or not returned to such Limited Partner) ("Net LP Distributions") and (B) such aggregate Carried Interest Distributions, determined after giving effect to all transactions through the Clawback Determination Date, or (ii) the General Partner has received Carried Interest Distributions and such Limited Partner has Unpaid Preferred Returns, then the General Partner shall be obligated to return promptly to the Partnership the After-Tax Amount of the Clawback Amount with respect to such Limited Partner. The payment of such amount to the Partnership

shall constitute full satisfaction by the General Partner of its obligations under this Section in respect of such Limited Partner. The Partnership shall distribute any amount so returned to such Limited Partner.

(b) The "Clawback Amount" with respect to any Limited Partner shall equal *the greater of* (i) the amount such that if such amount were distributed to such Limited Partner, the aggregate Carried Interest Distributions to the General Partner with respect to such Limited Partner (after reduction for such amount) would equal the Applicable Carry Percentage of *the sum of* (A) such Limited Partner's Net LP Distributions (after increase for such amount) and (B) such aggregate Carried Interest Distributions (after reduction for such amount) and (ii) the amount (not to exceed the aggregate Carried Interest Distributions received by the General Partner) such that if such amount were distributed to such Limited Partner, such Limited Partner's Unpaid Preferred Return would be reduced to zero.

(c) The General Partner's operating agreement shall provide that in the event the General Partner is obligated under Section 9.5(a) of this Agreement to return to the Partnership a portion of the Carried Interest Distributions received from the Partnership, each member of the General Partner shall be severally, and not jointly, obligated to return its *pro rata* share of such Carried Interest Distributions to the General Partner to the extent the General Partner has insufficient funds to meet such obligations under Section 9.5(a). In addition, the General Partner shall cause each of its members to execute a clawback guarantee in favor of the Partnership and the Limited Partners pursuant to which he or she severally, but not jointly, guarantees his or her *pro rata* share of the General Partner's clawback obligations under this Section 9.5.

ARTICLE X

VALUATION OF PARTNERSHIP ASSETS

10.1. Normal Valuation. For purposes of this Agreement, the value of any security as of any date (or in the event such date is a holiday or other day which is not a Business Day, as of the immediately preceding Business Day) shall be determined as follows:

(a) a security which is listed or quoted on a recognized securities exchange or on the NASDAQ or traded over-the-counter shall be valued at its average closing price over the five trading days prior to and after any date of determination (including, without limitation, the date of any distribution in kind); *provided, however*, that for purposes of the Partnership's annual financial statements prepared in accordance with U.S. generally accepted accounting principles, such security shall be valued at its year-end closing price; and

(b) all other securities shall be valued on such date by the General Partner at fair market value in such manner as it may reasonably determine, subject to the review of the Advisory Board.

Valuations as described in this Section 10.1 shall be binding on all the Partners for all purposes; *provided, however*, that for purposes of any valuation which would affect the determination of

the Carried Interest Distributions to the General Partner, such valuation shall be approved by the Advisory Board.

ARTICLE XI

BOOKS OF ACCOUNTS; MEETINGS

11.1. Books.

(a) The Partnership shall maintain complete and accurate books of account of the Partnership's affairs at the Partnership's principal office, which books shall be kept in accordance with United States generally accepted accounting principles (except as otherwise required hereunder), and, subject to Section 7.12, shall be open to inspection by any Partner (or its authorized representative) at any time during ordinary business hours upon at least five Business Days' prior notice. The General Partner hereby agrees to preserve all material financial and accounting records pertaining to this Agreement created or received by it in connection with the formation or operation of the Partnership for the term of the Partnership and for four years thereafter, and during such period, any Limited Partner (or its representative, including, in the case of PSERS, any department or representative of the Commonwealth of Pennsylvania) upon at least five Business Days' prior notice shall have the right to audit such records, at such Limited Partner's expense, to the fullest extent permitted by law. The General Partner shall have the right to preserve all records and accounts in original form or on microfilm, magnetic tape, computer disk or any similar process.

(b) The General Partner shall not knowingly and willfully (i) refuse to provide to the Partnership's independently certified public accountants ("Fund Accountant") any reasonably available Partnership information required by the Fund Accountant for its report on the Partnership's annual financial statements pursuant to Section 11.3, if such refusal would cause the Fund Accountant to include a qualification due to limitations on scope or insufficient competent evidential matter in its certified report on the annual financial statements or (ii) fail to maintain the Partnership's books and records in a manner that is in accordance with generally accepted accounting principles if such failure would cause the Fund Accountant to conclude that the annual financial statements were not prepared in accordance with generally accepted accounting principles.

11.2. Fiscal Year. The fiscal year of the Partnership shall be the calendar year unless otherwise determined by the General Partner.

11.3. Reports. The General Partner shall furnish the Limited Partners:

(a) within 45 days (subject to reasonable delays in the event of the late receipt of any necessary financial statements from any Portfolio Company) after the end of each of the first three Fiscal Quarters of each Fiscal Year, (i) unaudited summary financial and descriptive investment information for each Portfolio Company, (ii) unaudited summary financial and other information for the Partnership (including a balance sheet, statement of operations, statement of cash flows, statement of changes in Partners' capital and schedule of investments), (iii) a capital account summary in substantially the form of **Exhibit A** attached hereto ("Capital Account

Summary") and a Capital Account reconciliation and (iv) a report providing information with respect to (A) any Transaction Fees received during such Fiscal Quarter and the application of such fees and (B) any other fees paid by the Portfolio Companies during such Fiscal Quarter to the General Partner and its Active Members.

(b) within 120 (subject to reasonable delays in the event of the late receipt of any necessary financial statements from any Portfolio Company) days after the end of each Fiscal Year commencing with the first year in which the Partnership is in operation for a full Fiscal Year, (i) financial statements for the Partnership for such year (prepared in accordance with United States generally accepted accounting principles and audited by a firm of independent certified public accountants of recognized regional or national standing selected by the General Partner), together with valuations of the Partnership's investments as of the end of such year (including a statement of each Partner's closing Capital Account balance), (ii) an annual review providing annual financial information and descriptive investment information for each Portfolio Company (to the extent reasonably practical, based on audited financial statements for such Portfolio Company, and only if such Limited Partner is not a Defaulting Limited Partner), (iii) a Capital Account reconciliation, (iv) an annual report specifying the internal rate of return of the Partnership for such Fiscal Year, (v) a report providing information with respect to (A) the Management Fee paid to the Manager during such Fiscal Year and (B) Transaction Fees received during such Fiscal Year and the application of such fees.

(c) within 120 days (subject to reasonable delays in the event of the late receipt of any necessary financial statements from any Portfolio Company) after the end of each Fiscal Year, the Partnership's tax return, including forms K-1; and

(d) at the Partnership's or a requesting Limited Partner's expense, as determined by the General Partner, such additional information concerning the Partnership, distributions by the Partnership and valuations of Partnership assets and investments as any Limited Partner may reasonably request from time to time.

Such financial reports, tax returns and forms are dependent upon information to be provided to the General Partner by Portfolio Companies. Therefore, notwithstanding the foregoing time periods, the General Partner may furnish such reports to the Limited Partners after the expiration of such time periods, but as soon as reasonably practical, following receipt of all financial and other information from each of the Portfolio Companies necessary or desirable to prepare such documents.

11.4. Annual Meeting. The General Partner shall hold a general informational meeting for the Limited Partners each year until the Partnership no longer has Investments valued at cost which exceed 20% of the Partnership's aggregate Commitments. After such time and for so long as PSERS is a Limited Partner (and is not a Defaulting Limited Partner), at the request of PSERS, the General Partner agrees to make itself available for at least one meeting by teleconference with PSERS per year to discuss the status of the remaining Investments.

11.5. Tax Allocations.

(a) All income, gains, losses, deductions and credits of the Partnership shall be allocated, for Federal, state and local income tax purposes, among the Partners in accordance with the allocation of such income, gains, losses, deductions and credits among the Partners for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other applicable law (including Section 704(c) of the Code), the Partnership's subsequent income, gains, losses, deductions and credits shall be allocated among the Partners for tax purposes so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) If any Partner is treated for income tax purposes as realizing ordinary income because of receipt of its Partnership interest (whether under Section 83 of the Code or any similar provisions of any law, rule or regulation or any other applicable law, rule, regulation or doctrine) and the Partnership is entitled to any offsetting deduction, to the extent permitted by applicable law, the Partnership's deduction shall be allocated among the Partners in such manner as to, as nearly as possible, offset such ordinary income realized by such Partner.

11.6. Tax Matters Partner.

(a) The General Partner is designated the "Tax Matters Partner" (as defined in Code Section 6231).

(b) In respect of any issue raised on a tax audit which primarily affects Tax Exempt Partners, the General Partner (as Tax Matters Partner) shall, to the extent that the General Partner has actual knowledge that a Limited Partner (or any partner or member of a Limited Partner that is a flow-through entity for Federal income tax purposes) is a Tax Exempt Partner, (i) notify such Tax Exempt Partner of the commencement of such audit and (ii) inform such Tax Exempt Partner as to the resolution of such issue.

11.7. Pennsylvania Required Reports. The General Partner (i) understands and acknowledges that it is subject to, and agrees to comply with, the reporting requirements set forth in 25 P.S. § 3260a, (ii) agrees that, if required to submit a report to the Secretary of the Commonwealth of Pennsylvania pursuant to such statutory provision, it shall submit to PSERS' Executive Director a copy thereof by February 15 of each year during the term of the Partnership and (iii) agrees to provide to PSERS such additional information as PSERS may reasonably request in connection with clauses (i) and (ii) of this Section 11.7.

ARTICLE XII

CERTIFICATE OF LIMITED PARTNERSHIP; POWER OF ATTORNEY

12.1. Certificate of Limited Partnership. The General Partner has previously caused a Certificate within the meaning of the Partnership Act to be filed and recorded in the office of the Secretary of State of the State of Delaware. The General Partner shall also cause to be filed, recorded and published, such statements, notices, certificates or other instruments required by any provision of any applicable law which governs the formation of the Partnership or the conduct of its business from time to time.

12.2. Powers of Attorney.

(a) Each Limited Partner, by its execution hereof, does hereby irrevocably constitute, appoint and grant to the General Partner, any successor General Partner and the Liquidating Trustee, if any, in such capacity as Liquidating Trustee for so long as it acts as such, full power to act without the others, as its true and lawful representative and attorney-in-fact, with full power of substitution and full power and authority, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file: (i) the Certificate and any amendment or modification to, or restatement or cancellation of, the Certificate, (ii) any amendment or modification to or restatement of this Agreement that has been adopted with the requisite consent of the Partners pursuant to Section 14.1 hereof, (iii) all instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Partnership, (iv) all instruments, documents and certificates which may be required to effectuate the dissolution and termination of the Partnership, (v) in the case of a Defaulting Limited Partner, any bills of sale or other appropriate transfer documents necessary to effectuate Transfers of such Defaulting Limited Partner's interest pursuant to Section 7.9, (vi) all conveyances and other instruments or papers deemed advisable by the General Partner or the Liquidating Trustee to effect the dissolution and termination of the Partnership (consistent with Article IX), (vii) all fictitious or assumed name certificates required (in light of the Partnership's activities) to be filed on behalf of the Partnership, (viii) all agreements and instruments necessary or advisable to consummate any Investment pursuant to Section 13.2 (unless such Investment is to be made through a vehicle other than a partnership or limited liability company), including amendments thereto consistent with Section 13.2 and (ix) all other instruments or papers which may be required or permitted by law to be filed on behalf of the Partnership which are not legally binding on the Limited Partners in their individual capacity and are necessary to carry out the provisions of this Agreement. The powers of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable and shall survive the death, incompetency, disability or dissolution of a Limited Partner. Without limiting the foregoing, the powers of attorney granted herein shall not be deemed to constitute a written consent of any Limited Partner for purposes of Section 14.1.

(b) The foregoing power of attorney:

(i) is coupled with an interest, shall be irrevocable and shall survive and shall not be affected by the subsequent death, disability or incapacity of any Limited Partner;

(ii) may be exercised by the General Partner or the Liquidating Trustee, as appropriate, either by signing separately as attorney-in-fact for each Limited Partner or by a single signature of the General Partner or the Liquidating Trustee, as appropriate, acting as attorney-in-fact for all of them; and

(iii) shall survive the delivery of an assignment by a Limited Partner of the whole or any fraction of its Interest; except that, where the assignee of the whole of such Limited Partner's interest in the Partnership has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner or the Liquidating Trustee, as appropriate, to execute,

swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution.

ARTICLE XIII

STRUCTURING

13.1. Parallel Funds.

(a) The General Partner has formed the Main Fund, which shall co-invest on a side-by-side basis with the Partnership. In addition, in order to address the legal, tax, regulatory or other considerations of particular investors, the General Partner or its Affiliates may form one or more additional investment funds that will co-invest on a side-by-side basis with the Main Fund and the Partnership. For convenience of reference, the Main Fund and such additional investment funds are sometimes referred to herein individually as a "Parallel Fund" and collectively as the "Parallel Funds". A Parallel Fund shall include, without limitation, any investment vehicle formed by the General Partner or its Affiliates through which certain employees of the Sponsor Parties may co-invest alongside the Partnership.

(b) The following shall apply to each Parallel Fund formed pursuant to this Section 13.1: (i) subject to the legal, tax, regulatory or other considerations that were the basis for forming a Parallel Fund, the Partnership and each Parallel Fund shall co-invest in each Investment on substantially the same terms and on a contemporaneous basis; (ii) the participation of the Partnership and each Parallel Fund in an Investment and related obligations will be in proportion to their respective aggregate capital commitments at the time such Investment is made (subject to adjustment to take account of Partners or the Parallel Fund LPs who are excused or excluded from particular Investments pursuant to the terms of this Agreement or the agreement governing a Parallel Fund); (iii) all Broken Deal Expenses, investment expenses, indemnification obligations and giveback obligations related to each Investment shall be borne by the Partnership and each Parallel Fund in proportion to the capital committed by them (or proposed to be committed by them) to such Investment; (iv) Organizational Expenses and other common expenses and indemnities which relate to the affairs of the Partnership and the Parallel Funds (and any reserves established in respect thereof) shall be borne by the Partnership and each Parallel Fund based on their respective aggregate capital commitments (*provided* that expenses and indemnities that are specific to the Partnership or a Parallel Fund shall be borne by the Partnership or such Parallel Fund, as the case may be, and no Placement Fees shall be borne by the Partnership); (v) subject to applicable legal, tax regulatory or other requirements, the Partnership and each Parallel Fund shall dispose of each Investment in which they have co-invested on a *pro rata* basis (based on their respective amounts invested in such Investment), on substantially the same terms and on a contemporaneous basis; and (vi) the last date on which Parallel Fund LPs shall be admitted to any Parallel Fund shall be no later than the Final Closing Date.

(c) In the event that the General Partner (or an Affiliate thereof) forms a Parallel Fund pursuant to the terms of this Section 13.1, the General Partner shall have the full authority, without the consent of any other Person (including any other Partner), to amend this Agreement as may be necessary or appropriate to facilitate the formation and operation of such

Parallel Fund and the co-investments contemplated by this Section 13.1, and to interpret in good faith any provision of this Agreement (whether or not so amended) to give effect to the intent of the provisions of this Section 13.1 (provided that any such amendment or interpretation does not adversely affect the rights of Limited Partners under this Agreement in effect prior to the date of such amendment or interpretation).

(d) At the time that a Parallel Fund first admits investors, and upon each date on which a subsequent Limited Partner is admitted to the Partnership or an additional investor is admitted to a Parallel Fund (or a previously-admitted partner or investor increases its commitment to the Partnership or a Parallel Fund), but in any case on or prior to the Final Closing Date, any co-investments then held by the Partnership and the Parallel Funds shall be purchased and sold among the Partnership and the Parallel Funds at cost *plus* interest at a per annum rate equal to 8% such that, after giving effect to such purchases and sales, the Partnership and each Parallel Fund owns a proportionate share of such co-investment based on the ratio the Partnership or such Parallel Fund's aggregate commitments bear to the Aggregate Combined Commitments of the Partnership and the Parallel Funds. The General Partner shall make all appropriate adjustments and allocations as may be necessary or appropriate to give effect to the intent of the foregoing sentence. Following a sale by the Partnership to such Parallel Fund pursuant to this Section 13.1, the General Partner may elect to distribute all or any portion of the proceeds from such sale to the Partners *pro rata* according to their Capital Contributions with respect to the applicable Investment and/or, in the General Partner's sole discretion, apply all or any portion of such proceeds toward subsequent Capital Contributions of such Partners.

(e) Notwithstanding anything contained herein to the contrary, the General Partner may determine, in its reasonable discretion, not to provide for combined voting in connection with any amendment of this Agreement or the agreement governing any Parallel Fund if such amendment relates solely to terms contained in this Agreement or such other agreement, as the case may be, but not the other. The General Partner shall have the full authority to amend this Agreement to provide for such combined voting or exceptions thereto without consent of any other Person, including any other Partner, pursuant to the provisions described in this Section 13.1(e).

(f) On or prior to the Final Closing Date, the General Partner may permit an existing Limited Partner to withdraw from the Partnership to facilitate such Limited Partner's participation in any Parallel Fund (with respect to such Limited Partner's Commitment) and, in connection therewith, take any other necessary action to consummate the foregoing. With the approval of a Majority in Interest of the Limited Partners, the General Partner may permit an investor withdrawing from any Parallel Fund to be admitted to the Partnership as a Limited Partner (with respect to such investor's commitment to such Parallel Fund) and, in connection therewith, take any other necessary action to treat the Limited Partner as if it were a Limited Partner of the Partnership from the date when the Limited Partner was admitted to the Parallel Fund.

(g) In the event that (i)(A) a Limited Partner is excused or is excluded from an Investment pursuant to Section 7.13, or a Limited Partner becomes a Defaulting Limited Partner pursuant to Section 7.9, or (B) a Parallel Fund LP is excused or is excluded from an Investment, or any such Parallel Fund LP becomes a defaulting Parallel Fund LP under the corresponding

provisions of the agreement governing such Parallel Fund, and (ii) the Limited Partners or the Parallel Fund LPs (other than any excused, excluded or defaulting Limited Partner or Parallel Fund LP) are required to contribute additional capital to the Partnership or such Parallel Fund in respect thereof pursuant to Section 7.13(a), (b) or (c) or Section 7.9(h) (or the corresponding provisions of the agreements governing any Parallel Fund) then, in either case (and notwithstanding anything to the contrary in Section 7.13 or 7.9), the Limited Partners (other than any excused, excluded or Defaulting Limited Partner) shall be required to contribute such additional capital to the Partnership, and the Parallel Fund LPs (other than any excused, excluded or defaulting Parallel Fund LP) shall be required to contribute such additional capital to the Parallel Funds (in each case, subject to the 125% limitation referred to in Sections 7.13 and 7.9 of this Agreement and the corresponding provisions of the agreements governing the Parallel Funds, as applicable), as if such Limited Partners and Parallel Fund LPs, together with the excused, excluded or defaulting Limited Partner or Parallel Fund LP, were all limited partners of a single limited partnership, *pro rata* based on each Limited Partner's Commitment (or, in the case of a Parallel Fund LP, the commitment of such Parallel Fund LP to such Parallel Fund) relative to the Aggregate Combined Commitments of all such Limited Partners and Parallel Fund LPs (and any amounts received pursuant to Sections 7.13(d) and (e), or the corresponding provisions of the agreements governing the Parallel Funds, shall be shared among the non-Defaulting Limited Partners and the non-defaulting Parallel Fund LPs on a similar basis).

13.2. Alternative Vehicles.

(a) The Partnership may require one or more Partners to make their allocable portion of an Investment through one or more Alternative Vehicles if the General Partner determines (in its reasonable discretion) that, for legal, tax, regulatory or other similar reasons, it is in the best interests of some or all of the Partners that the Investment be so structured. The following shall apply to each Alternative Vehicle used by the Partnership: (i) the General Partner (or one of its Affiliates) shall serve as the general partner (or equivalent thereof) of each Alternative Vehicle; (ii) Partners participating in an Alternative Vehicle shall be required to make Capital Contributions thereto to the same extent, for the same purposes, and on the same terms and conditions, as Partners are required to make Capital Contributions to the Partnership and capital contributions made to Alternative Vehicles shall be treated as Capital Contributions made to the Partnership and shall reduce the Undrawn Commitment of such Partner to the same extent as if such capital contributions had been made to the Partnership; (iii) each Partner (including the General Partner) participating in an Investment through an Alternative Vehicle shall have the same economic interest (on a pre-tax basis) in all material respects in such Investment as if such Partner made such Investment through the Partnership and not through such Alternative Vehicle; (iv) the other terms of each Alternative Vehicle shall be substantially identical in all material respects to those of the Partnership, except for such differences as the General Partner reasonably determines are required by the legal, tax, regulatory or other considerations referred to above; (v) Limited Partners participating in an Investment through an Alternative Vehicle shall be afforded limited liability protection which is comparable to the limited liability protection they would have under this Agreement and under Delaware law had they made such Investment through the Partnership and not through such Alternative Vehicle; and (vi) subject to the legal, tax, regulatory and other considerations which prompted the formation of an Alternative Vehicle, each Alternative Vehicle shall terminate not later than the termination of the Partnership. Notwithstanding the foregoing, an ERISA Partner or a

Governmental Plan Partner, as applicable, shall not be required to make an Investment through an Alternative Vehicle if it would violate ERISA, give rise to a "prohibited transaction" under Section 4975 of the Code or Section 406 of ERISA for which there is no exemption available, violate any Applicable Law applicable to the Governmental Plan Partner or result in the assets of the Alternative Vehicle constituting "plan assets" under the Plan Assets Regulation or any similar concept under Applicable Law.

(b) The General Partner shall not be permitted to make an Investment (or a portion thereof) through an Alternative Vehicle if (i) the formation of such Alternative Vehicle would result in material adverse consequences for any Limited Partner or with respect to any Limited Partner's interest in such Investment and (ii) such consequences would not have resulted if such Investment had been made by the Partnership and not an Alternative Vehicle; *provided, however*, that this Section 13.2(b) shall not limit the Partnership's ability to make UBTI Investments or ECI Investments through Blocker Corporations pursuant to Section 6.5.

(c) Notwithstanding anything in this Section 13.2 to the contrary, the investment results of an Alternative Vehicle shall be aggregated with the investment results of the Partnership for the purposes of determining distributions either by the Partnership or such Alternative Vehicle.

(d) In the event that the General Partner or an Affiliate thereof forms one or more Alternative Vehicles, the General Partner shall have the full authority, without the consent of any other Person (including any Partner) to (i) amend this Agreement as may be necessary or appropriate to facilitate the formation and operation of such Alternative Vehicle and the investments contemplated by this Section 13.2 and to interpret in good faith any provision of this Agreement, whether or not so amended, to give effect to the intent of the provisions of this Section 13.2 (*provided* that any such amendment or interpretation does not adversely affect the rights of Limited Partners under this Agreement in effect prior to the date of such amendment or interpretation) and (ii) to execute documents on behalf of each Partner (excluding PSERS) reasonably required with respect to the formation of such Alternative Vehicles. In addition, if a Limited Partner is required to make an Investment through an Alternative Vehicle, the General Partner shall be authorized to (A) transfer to such Alternative Vehicle Capital Contributions made to the Partnership in respect of such Investment equal to such Alternative Vehicle's proportionate share of such Investment (and any Capital Contributions so transferred shall be treated as having been contributed to an Alternative Vehicle) and (B) (1) transfer to such Alternative Vehicle (or any Blocker Corporation formed in connection therewith on behalf of UBTI Blocker Partners or ECI Blocker Partners) the Alternative Vehicle's proportionate share of such Investment or (2) transfer to such Alternative Vehicle any Blocker Corporation holding such Investment.

13.3. Investment Structuring. Each Limited Partner hereby acknowledges and agrees that (i) the General Partner (in consultation with the Manager where applicable) shall be entitled to make all determinations with respect to the structuring of Investments pursuant to this Agreement in its sole discretion, (ii) except as expressly required herein, the General Partner shall in no event be obligated to structure any Investment in order to address or give effect to the individual objectives or considerations of any single Partner or group of Partners and (iii) neither the General Partner nor the Manager shall have any liability to the Partnership, any Partner, or

any other Person arising from any such structuring determination in connection with the structuring of an Investment in any particular manner.

13.4. Feeder Funds. The General Partner may form (or permit the formation of) one or more "feeder" limited partnerships or other entities (each, a "Feeder Fund") for the purpose of facilitating an investment in the Partnership by the investors in such Feeder Fund (the "Feeder Investors"). A Feeder Fund shall hold an Interest in the Partnership that is equal to the aggregate investment of the Feeder Investors in such Feeder Fund (less operating expenses of such Feeder Fund) and, as a result thereof, each Feeder Investor shall have an indirect interest in the Partnership equal to its investment in such Feeder Fund relative to Aggregate Commitments (but will not be a direct Limited Partner of the Partnership). Notwithstanding the foregoing, the General Partner may (in its sole discretion) permit the Feeder Investors of a Feeder Fund to be treated as if they were separate and direct Limited Partners of the Partnership with respect to (a) the application of default remedies under Section 7.9 and (b) voting, consent or approval rights under this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1. Amendments.

(a) Subject to the provisions of Section 13.1(e) relating to the combined voting of the Partnership and the Parallel Funds, this Agreement may be amended only by the written consent of the General Partner and Partners representing at least a Majority in Interest of the Combined Limited Partners, *provided* that, subject to Sections 2.2 and 13.1:

(i) no amendment will be valid as to any Limited Partner which alters or modifies the provisions of Section 3.2, 4.2, 4.3, 5.1 (to the extent that such amendment increases the Management Fee payable by such Limited Partner), 7.1 (to the extent that such amendment alters or modifies the limited liability of any Limited Partner), 7.14, 9.4, 9.5 or 12.2, or this Section 14.1, or which increases or decreases such Limited Partner's Commitment, without the written consent of such Limited Partner;

(ii) no amendment which would alter the provisions of Section 1.3 shall be valid without the consent of at least Seventy-Five Percent in Interest of the Combined Limited Partners;

(iii) no amendment which would alter the provisions of Section 3.1(c) or 6.6 and which would materially and adversely affect any ERISA Partner's interest shall be valid without the consent of ERISA Partners representing at least a Majority in Interest of Combined Limited Partners who are ERISA Partners or "ERISA Partners" (as defined in the agreements governing the Parallel Funds);

(iv) no amendment which would alter the provisions of Section 6.5 and which would materially and adversely affect any ECI Blocker Partner's interest or UBTI Blocker Partner's interest shall be valid without the consent of at least a Majority in Interest of Combined Limited Partners who are ECI Blocker Partners or UBTI Blocker

Partners or "ECI Blocker Partners" or "UBTI Blocker Partners" (as defined in the agreements governing the Parallel Funds), respectively;

(v) no amendment which would alter the provisions of Section 7.7 and which would materially and adversely affect a Governmental Plan Partner's interest or an ERISA Partner's interest shall be valid without the consent of such affected Limited Partner; and

(vi) no amendment which would alter the definitions of "BHCA", "BHCA Non-Voting Interest", "BHCA Limited Partner", or which would alter the provisions of Section 7.15 and which would materially and adversely affect any BHCA Limited Partner's interest in a manner that does not similarly materially and adversely affect the other Limited Partners generally shall be valid without the consent of BHCA Limited Partners representing at least a Majority in Interest of the BHCA Limited Partners.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement may be amended by the General Partner without the consent of any Limited Partner (i) in order to cure any ambiguity or error, make an inconsequential revision, provide clarity or to correct or supplement any provision herein which may be defective or inconsistent with any other provisions herein, *provided* that such amendment does not adversely affect any Limited Partner, or (ii) to add any obligation, representation or warranty of the General Partner or surrender any right or power granted to the General Partner.

(c) Upon the adoption of any amendment to this Agreement in accordance with the provisions hereof, the amendment shall be executed by the General Partner on behalf of all of the Limited Partners by the power of attorney granted pursuant to Section 12.2 and, if required, shall be recorded in the proper records of each jurisdiction in which recordation is necessary or, in the judgment of the General Partner, advisable for the Partnership to conduct business or to preserve the limited liability of the Limited Partners.

14.2. Successor. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Partners and their legal representatives, heirs, successors and assigns.

14.3. Sovereign Immunity. The General Partner understands that PSERS, in its capacity as a Limited Partner, reserves all immunities, defenses, rights or actions arising out of its status as a sovereign entity, including those under the Eleventh Amendment to the United States Constitution. No provision of this Agreement or its Subscription Agreement shall be construed as a waiver or limitation of such immunities, defenses, rights and actions.

14.4. Governing Law; Severability.

(a) All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware, without giving effect to any choice or conflict of law provision or rule (whether in Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Delaware; *provided, however*, that any legal proceeding involving any

contract claim asserted against PSERS arising out of this Agreement or the PSERS Subscription Agreement may only be brought before and subject to the exclusive jurisdiction of the Board of Claims of the Commonwealth of Pennsylvania pursuant to §§1721-1726 of Title 62 Pa. Statutes, and such proceeding shall be governed by the procedural rules and laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts laws. In furtherance of the preceding sentence (but subject to the proviso contained therein), the laws of the State of Delaware will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

(b) It is the desire and intent of the Partners that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

14.5. Waiver of Jury Trial.

BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR ANY DOCUMENTS RELATED HERETO.

14.6. Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given on the date when personally delivered, three Business Days after being mailed by first class mail (postage prepaid and return receipt requested), when sent by facsimile if sent before 5:00 p.m. local time on a Business Day in the time zone in which it is received (and otherwise on the next Business Day), or three Business Days after being sent by reputable overnight courier service (charges prepaid), in each case to the recipient at the address or facsimile number set forth in **Schedule I** hereto or to such other address or facsimile number or to the attention of such other Person as has been indicated to the General Partner.

14.7. Legal Counsel. Each Partner hereby acknowledges that:

(a) The General Partner has retained legal counsel in connection with the formation of the Partnership and expects to retain legal counsel (collectively, "Law Firms") in connection with the operation of the Partnership, including making, holding and disposing of investments.

(b) Except as otherwise agreed to by the General Partner in writing in its sole discretion, the Law Firms are not representing and will not represent the Limited Partners in connection with the formation of the Partnership, the offering of Limited Partner interests, the management and operation of the Partnership, or any dispute which may arise between the Limited Partners on the one hand and the General Partner and/or the Partnership on the other (the "Partnership Legal Matters"). Each Limited Partner, if it wishes counsel on a Partnership Legal Matter, will retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel.

14.8. Side Letters. Notwithstanding anything contained herein to the contrary (including Section 14.1), the Partners acknowledge and agree that (i) the Partnership, the Parallel Funds and the General Partner may enter into written side letters and other written agreements (each, a "Side Letter") with any Limited Partner or Parallel Fund LP in connection with its admission or status as a Limited Partner or Parallel Fund LP that alter, modify or supplement the terms of this Agreement or agreement governing such Parallel Fund with respect to the parties to such Side Letters, (ii) each such Side Letter may be amended, modified or terminated, or the provisions thereof waived, by the General Partner and the Limited Partners or Parallel Fund LPs who are parties thereto without the consent of any other Limited Partner or Parallel Fund LP, and (iii) no Limited Partner or Parallel Fund LP not a party to any particular Side Letter is intended to or shall be a third-party beneficiary thereof.

14.9. Most Favored Nations. The General Partner (i) confirms that it has provided PSERS with copies of all existing Side Letters entered into by the Partnership or the General Partner with any Limited Partner or any Parallel Fund LP, (ii) agrees to furnish PSERS with copies of all such Side Letters entered into after the date hereof and (iii) will grant to PSERS any additional rights or benefits contained in any such Side Letter (other than any reduction or waiver in management fees payable by any Limited Partner or Parallel Fund LP that is a Sponsor Party or by the Executive Feeder Fund to the Partnership, the General Partner or the Manager) to the extent that the same are reasonably applicable to PSERS. All requests for additional rights or benefits made pursuant to this Section 14.9 shall be made in writing and must be received by the General Partner within thirty (30) days following PSERS receipt of any such Side Letters.

14.10. Entire Agreement. This Agreement, together with any Side Letters (whether entered into on or prior to the date hereof or after the date hereof) contains the entire agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof and supersedes all prior arrangements or understandings with respect thereto.

14.11. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14.12. Counterparts; Facsimile Signatures; Etc. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement. Facsimile counterpart signatures to this Agreement shall be acceptable and binding. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

14.13. No Third Party Beneficiaries. Except with respect to the rights of Indemnitees hereunder, no Person which is not a party hereto shall have any rights or obligations pursuant to this Agreement. Without in any way limiting the foregoing, the provisions of Sections 7.14 and 9.5 are for the benefit of the Partnership and the Partners only as provided therein and not for the benefit of any third party.

14.14. Waiver of Partition. Except as may be otherwise required by law in connection with the winding-up, liquidation and dissolution of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

14.15. Method of Giving Consents. Any vote or approval required by this Agreement may be given as follows by (a) a written consent given by the approving Partner at or prior to the doing of the act or thing for which the consent is solicited or (b) by the affirmative vote by the approving Partner to the doing of the act or thing for which the consent is solicited at any meeting called and held to consider the doing of such act or thing.

14.16. Placement Agents.

(a) The General Partner hereby confirms that as of the date hereof, (i) no Placement Agents other than Sixpoint Partners LLC ("Sixpoint") have been engaged, (ii) the General Partner has delivered to PSERS a disclosure letter regarding Sixpoint containing the information requested by PSERS on **Exhibit B** attached hereto (the "Disclosure Letter") and (iii) to the knowledge of the General Partner (after due inquiry of Sixpoint), the information provided by the General Partner in the Disclosure Letter is true and correct in all material respects.

(b) In the event that the General Partner hereafter proposes the engagement of any other Placement Agent, the General Partner shall notify PSERS thereof and provide to PSERS the information requested by PSERS on **Exhibit B** attached hereto with respect to such Placement Agent.

(c) The General Partner shall not directly or indirectly charge or pass on any Placement Fees to PSERS (including, without limitation, providing a credit or offset for such payments against other fees or expenses chargeable to PSERS or issuing a Capital Call Notice to PSERS for the purpose of paying Placement Fees).

(d) The General Partner shall provide an update of any change to the information provided in the Disclosure Letter within ten (10) Business Days after learning of any such change.

(e) As required by the policies of the Pennsylvania Public School Employees' Retirement Board, the General Partner further acknowledges and agrees that any material omission or material inaccuracy in information submitted by the General Partner under this Section 14.16 may, at PSERS' option, result in the following:

(i) Reimbursement or payment of the greater of the prior two years of Management Fees or an amount equal to the Placement Fees paid or promised to be paid to the Placement Agent by the General Partner; and

(ii) PSERS' may, in its sole discretion, withdraw without penalty from the Partnership, and cease making further Capital Contributions (and paying fees on its Undrawn Commitment).

[*Signature page follows*]

INCLINE EQUITY PARTNERS III (PSERS), L.P.

PARTNERSHIP AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GENERAL PARTNER:

INCLINE GP III, LLC

By: _____
Name: John C. Glover
Title: Managing Member

LIMITED PARTNERS:

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

_____
By: Alan H. Van Noord, CFA
Title: Chief Investment Officer

_____
By: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:

_____
Deputy General Counsel
Office of General Counsel

_____
Chief Deputy Attorney General
Office of Attorney General

_____
Gerald Gornish, Chief Counsel
Public School Employees' Retirement System

INCLINE EQUITY PARTNERS III (PSERS), L.P.

PARTNERSHIP AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GENERAL PARTNER:

INCLINE GP III, LLC

By: _____
Name: John C. Glover
Title: Managing Member

LIMITED PARTNERS:

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

_____
By: Alan H. Van Noord, CFA
Title: Chief Investment Officer

_____
By: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:

_____
Deputy General Counsel
Office of General Counsel

_____
Chief Deputy Attorney General
Office of Attorney General

_____
Gerald Gornish, Chief Counsel
Public School Employees' Retirement System

Schedule I

PARTNERS AND COMMITMENTS

General Partner:	Commitment:
Incline GP III, LLC One PNC Plaza, 249 Fifth Avenue Pittsburgh, PA 15222	$xx[1]
Limited Partners:	**Commitment:**
Pennsylvania, Public School Employees' Retirement System Five North Fifth Street Harrisburg, PA 17101	$50,000,000[2]
Total:	$

[1] The General Partner's Commitment shall be equal to 2% of the Aggregate Commitments (excluding the Commitments of the Unaffiliated Limited Partners).

[2] PSERS' Commitment as of any closing of the Partnership shall be limited to the lesser of (i) US$50,000,000 and (ii) an amount (the "Maximum Commitment Amount") equal to 25% of the sum of the Aggregate Combined Commitments of the Combined Limited Partners (excluding the capital commitments of the Sponsor Parties). Accordingly, if, as of the Initial Closing Date, $50,000,000 is greater than the Maximum Commitment Amount determined as of such time, then PSERS' Commitment as of such time shall, automatically and without further action on the part of any person, be limited to an amount equal to such Maximum Commitment Amount. Thereafter, at each Subsequent Closing, PSERS' Commitment shall, automatically and without further action on the part of any person, be increased (but not above $50,000,000) so that as of any such Subsequent Closing, PSERS' Commitment shall equal the Maximum Commitment Amount determined as of such time.

Exhibit A

Form of Capital Account Summary

PSERS' Capital Account Summary - Incline Equity Partners III (PSERS), L.P.

Date	Beginning Balance	Contributions	Realized Gains/Losses	Net Income	Capital (Cost)	Cumulative Unrealized Gain/Loss	Equity (MV)	Mgmt. Fees

Information to be Included in Disclosure Letter

PSERS has requested that the General Partner provide to PSERS the information set forth in clauses (i) through (viii) below in the event the General Partner has used a Placement Agent in connection with PSERS' subscription for a limited partner interest in the Partnership.

(i) Resumes for each officer, partner, or principal of the Placement Agent, with a section that specifically notes whether such person is a current or former member of Public School Employees' Retirement Board or PSERS' staff, or a member of the immediate family of such person.

(ii) Description of the arrangement with the Placement Agent, including any compensation or other considerations.

(iii) Description of the services performed or to be performed.

(iv) Whether or not the Placement Agent was utilized for all prospective clients or only a subset of clients.

(v) Copy of all agreements with the Placement Agent.

(vi) Names of any parties related to PSERS who suggested the retention of the Placement Agent (including, without limitation, current and former members of the Public School Employees' Retirement Board or PSERS' staff, and investment consultants).

(vii) Statement of whether the Placement Agent is registered and, if not, why.

(viii) Statement of whether the Placement Agent is registered as a lobbyist with any state.

2011-24

Subscriber Name: Public School Employees' Retirement System

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Subscription Documents

INSTRUCTIONS FOR COMPLETING YOUR SUBSCRIPTION

Before subscribing for limited partnership interests in Incline Equity Partners III (PSERS), L.P. (the "Partnership"), prospective investors should read (i) the Confidential Private Placement Memorandum of Incline Equity Partners III, L.P. (the "Main Partnership"), as supplemented from time to time, (ii) the Amended and Restated Agreement of Limited Partnership of the Partnership, as amended from time to time and (iii) the subscription documents contained herein.

In order to complete your subscription for a limited partnership interest in the Partnership, you need to do the following:

1. Review the attached Subscription Agreement (beginning on page 3), including the subscriber representations, warranties, covenants and indemnities contained therein, as well as our Client Privacy Notice (at page 33).

2. Complete the Investor Profile Form (**Annex A** hereto, beginning on page 16).

3. Complete the Investor Qualification Statement (**Annex B** hereto, beginning on page 22).

4. Execute the attached signature page to the Subscription Agreement.

5. Execute the attached three copies of the signature page to the Partnership Agreement.

6. Complete, sign and date Form W-9 or the appropriate Form W-8 in accordance with the instructions to these forms (located after the signature pages to the Partnership Agreement).

7. Return the Subscription Agreement, together with Items 2, 3, 4, 5 and 6 above, to:

Lisa L. Koff, Esq.
Covington & Burling LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018
Tel: 212-841-1053
Fax: 646-441-9053
Email: lkoff@cov.com

SUBSCRIPTION AGREEMENT

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Subscriber Name: Public School Employees' Retirement System

SUBSCRIPTION AGREEMENT

Dear Sir or Madam:

Reference is made to (i) the Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement") of Incline Equity Partners III (PSERS), L.P. (the "Partnership"), (ii) the Confidential Private Placement Memorandum of Incline Equity Partners III, L.P. (the "Main Partnership") (as supplemented, amended or amended and restated from time to time, the "PPM"), and (iii) the other materials distributed to the undersigned in connection with this Subscription Agreement and the undersigned's investment in the Partnership. The documents referred to in clauses (i) through (iii) above are hereinafter referred to as the "Offering Materials." Capitalized terms not defined herein are used as defined in the Partnership Agreement.

The undersigned subscriber (the "Subscriber") hereby agrees as follows:

1. Subscription.

(a) The Subscriber hereby irrevocably subscribes (this "Subscription") for and agrees to purchase a limited partner interest (the "Partnership Interest") in the Partnership with a total Commitment to the Partnership in the amount set forth on the signature page below.

(b) The Subscriber agrees to be bound by all the terms and provisions of the Partnership Agreement, including without limitation, the requirement to make Capital Contributions to the Partnership from time to time pursuant to Section 3.1 of the Partnership Agreement.

2. Other Subscription Agreements.

Incline GP III, LLC (the "General Partner") may enter into separate subscription agreements (the "Other Subscription Agreements" and, together with this Subscription Agreement, the "Subscription Agreements") with other subscribers (the "Other Subscribers") providing for the sale to the Other Subscribers of limited partner interests in the Partnership (together with the Partnership Interest, the "Partnership Interests") and the admission of the Other Subscribers to the Partnership as Limited Partners. This Subscription Agreement and the Other Subscription Agreements are separate agreements, and the sales of Partnership Interests to the Subscriber and the Other Subscribers constitute separate sales.

3. Power of Attorney; Acceptance of Subscription.

(a) Appointment of Attorney. The Subscriber hereby designates, constitutes and appoints the General Partner as its true and lawful representative and attorney-in-fact (the "Attorney"), in its name, place and stead with full power and authority to act in its name, place and stead and on its behalf to make, execute, deliver, swear to, acknowledge, file and record (i) any amendment, modification or changes to the Partnership Agreement adopted as provided

therein and (ii) all certificates, notices, agreements and other instruments deemed necessary by the General Partner to carry out the provisions of the Partnership Agreement or to permit the Partnership to be treated as a partnership for United States federal income tax purposes, or to provide limited liability to the limited partners of the Partnership in each jurisdiction in which the Partnership may be doing business, or to effect the transfer of Partnership Interests or the admission of additional or substituted limited partners, and all conveyances and other instruments or documents deemed necessary by the General Partner to effect the dissolution or termination of the Partnership, with full power and authority to do and perform each and every act and thing whatsoever required and necessary to be done in and about the foregoing as the Subscriber might or could do if personally present, and the Subscriber hereby ratifies and confirms all that each said attorney shall lawfully do or cause to be done by virtue of this power of attorney. The power of attorney granted hereby (A) is coupled with an interest and shall be irrevocable and (B) may be exercised by the Attorney, either by signing separately as attorney-in-fact for the Subscriber or by a single signature of the Attorney, acting as attorney-in-fact for all Subscribers.

(b) Acceptance or Rejection of Subscription. The Subscriber acknowledges and agrees that this Subscription is contingent on the General Partner's acceptance of the same, and that the General Partner, in its sole and absolute discretion, can reject all or any part of this Subscription (as provided below) at any time prior to the Final Closing Date. The Partnership's acceptance of this Subscription, in whole or in part, shall be evidenced by (i) the General Partner's execution of the Acceptance to this Subscription Agreement in the form attached hereto (the "Acceptance Page") and (ii) the acceptance and countersignature by the General Partner of the Subscriber's executed counterpart signature page to the Partnership Agreement (such date of acceptance and countersignature by the General Partner as indicated on the executed Acceptance Page being hereinafter referred to as the "Effective Date"). If this Subscription is accepted, any required initial Capital Contribution will be retained by the Partnership. If this Subscription is not accepted by the General Partner or is accepted by the General Partner only in part, any amount not so accepted will be promptly returned to the Subscriber without interest (not later than two (2) Business Days following the applicable closing date). Further, if this Subscription is rejected in part, the General Partner may, with the written consent of the Subscriber, subsequently accept any portion which was so rejected, provided such acceptance occurs on or before the Final Closing Date. Any such partial rejection shall be evidenced on the Acceptance Page by the General Partner's inclusion thereon of a smaller Commitment than that originally requested by the Subscriber, and any such subsequent acceptance shall be evidenced by the General Partner's execution of an additional Acceptance Page reflecting the amount of the increase in the Commitment, as well as the total Commitment of the Subscriber. This Subscription is irrevocable, and the Subscriber cannot cancel or terminate it or any of the agreements of the Subscriber contained in this Subscription Agreement or the Partnership Agreement for any reason.

4. Representations, Warranties and Covenants of the Subscriber.

The Subscriber makes the following representations, warranties and covenants, all of which may be relied on by the General Partner, the Partnership, the Manager, any placement agent and any Affiliates thereof for purposes of determining the Subscriber's suitability as a subscriber in the Partnership:

(a) Review of Offering Materials. THE SUBSCRIBER HAS READ, CAREFULLY REVIEWED AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED WITH ITS OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE SUBSCRIBER. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH HEREIN WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) Risk Factors, Conflicts, Etc. The Subscriber understands the risks of, and other considerations relating to, a purchase of a Partnership Interest in the Partnership, including the risks set forth in Section IX, "Risk Factors," Section X, "Conflicts of Interest," and Section XI, "Regulatory, Tax and ERISA Considerations" of the PPM, and the effect of the provisions of Sections 7.9 (Limited Partner's Default on Commitment) and 7.14 (Giveback) of the Partnership Agreement.

(c) Opportunity to Verify Information. The Subscriber acknowledges that representatives of the Partnership, the General Partner and the Manager have been made available to the Subscriber during the course of this transaction and prior to the purchase of any Partnership Interests, and that the Subscriber has had the opportunity to ask questions of and receive answers from such representatives concerning the terms and conditions of the offering described in the Offering Materials, and to obtain additional information that the Subscriber believes is necessary to verify the accuracy or completeness of the information furnished to the Subscriber regarding the Partnership and the Partnership Interests.

(d) No Other Representations. The Subscriber has not relied on any representations of any representative of the Partnership, the General Partner, the Manager, any placement agent, or any affiliate thereof, with respect to this investment other than representations set forth in the Offering Materials. Without limiting the foregoing, no representations have been made to the Subscriber that any tax benefits will be available as a result of the Subscriber's acquisition, ownership or disposition of the Subscriber's Partnership Interest.

(e) Financial Expertise. The Subscriber has such knowledge and expertise in financial and business matters that the Subscriber is capable of (i) evaluating the merits and risks of an investment in the Partnership and (ii) making an informed investment decision with respect thereto. The Subscriber is aware that its purchase of the Partnership Interest is highly speculative and the Subscriber is able, without impairing his, her or its financial condition, to hold the Subscriber's Partnership Interest for an indefinite period of time and to suffer a complete loss of its investment therein. All information that the Subscriber has provided to the Partnership concerning the Subscriber and the Subscriber's financial position (including, without limitation, information provided on the Subscriber's Investor Profile Form and Investor Qualification Statement attached hereto as **Annex A** and **Annex B**, respectively), is true, correct and complete as of the date set forth below and, if the Subscriber becomes aware of any material change in such information, the Subscriber shall immediately furnish in writing to the General Partner such changed (corrected) information.

(f) Consultation with Advisors. The Subscriber has consulted with its professional, tax, accounting, legal and financial advisors with respect to the Federal, state, local and foreign (if applicable) income tax consequences of the Subscriber's participation as a Limited Partner of the Partnership and the suitability of an investment in the Partnership given the Subscriber's particular tax and financial situation, and has determined that the purchase of a Partnership Interest is a suitable investment for the Subscriber.

(g) Existence; Authority; No Conflicts; Enforceability. If the Subscriber is a corporation, limited liability company, partnership, trust, estate or other entity: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (ii) the execution, delivery and performance by it of this Subscription Agreement and the Partnership Agreement are within its powers, have been duly authorized by all necessary action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the General Partner) and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon it or by which its properties may be bound. This Subscription Agreement has been duly executed on behalf of the Subscriber and constitutes, and the Partnership Agreement, when executed and delivered, will constitute, a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as may be limited by (i) any bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, (ii) general equity principles, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, (iii) the law of fraudulent conveyance, (iv) public policy, and (v) applicable law relating to fiduciary duties.

(h) Personal Authority. If the Subscriber is a natural person, the execution, delivery and performance by such person of this Subscription Agreement and the Partnership Agreement are within such person's legal right and power, require no action by or in respect of, or filing with, any governmental body, agency, or official (except as disclosed in writing to the General Partner), and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon such person or by which such person's property may be bound. This Subscription Agreement constitutes, and the Partnership Agreement, when executed and delivered, will constitute, a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

(i) Certain Securities Law Matters.

(i) The Subscriber acknowledges and understands that: (A) the Partnership Interests have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated, and, therefore, the Partnership Interests cannot be resold or otherwise disposed of in the United States unless subsequently registered under the Securities Act or such laws or unless an

exemption from such registration is available; (B) the Partnership is not being registered as an "investment company" under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), nor is such registration contemplated; (C) the Partnership has the right to place legends on all documents evidencing the Subscriber's Partnership Interest, including but not limited to the Partnership Agreement and certificates, if any, evidencing such Partnership Interest, stating the restrictions on transferability and sale of the Partnership Interests and noting that the Subscriber's Partnership Interests are not registered under the Securities Act, the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other securities laws of any state or other jurisdiction; and (D) the Subscriber's Partnership Interest cannot be resold or otherwise disposed of, except as permitted under the Partnership Agreement and applicable law, including, without limitation, applicable regulations under the Securities Act or other applicable securities laws. In light of the foregoing, the Subscriber acknowledges that (1) there is no public or other market for the Partnership Interests, and it is not anticipated that such a market will ever develop and (2) the Subscriber may be required to retain ownership of its Partnership Interest, and bear the economic risk of this investment, for an indefinite period.

(ii) The Subscriber is purchasing the Subscriber's Partnership Interest for its own account and without a view towards resale or distribution thereof.

(iii) The Subscriber represents that it received the Offering Materials and first learned of the Partnership in the jurisdiction listed as the address of the Subscriber set forth on the Investor Profile Form attached hereto as **Annex A**, and intends that the securities laws of that jurisdiction alone shall govern this transaction.

(iv) The Subscriber has fully completed the Investor Profile Form attached hereto as **Annex A** and the Investor Qualification Statement attached hereto as **Annex B** and the information set forth therein is true and correct in all respects.

(v) The Subscriber represents that it was not formed for the specific purpose of investing in the Partnership.

(j) ERISA and Other Plan Matters.

(i) If the Subscriber is an "employee benefit plan" (as defined in Section 3(3) of ERISA) investor, including an ERISA Partner or a Governmental Plan Partner, it has so indicated on the Investor Qualification Statement attached hereto as **Annex B** and, if it has not so indicated, then it is not an "employee benefit plan" (as defined in Section 3(3) of ERISA) investor and is not investing the assets of any such employee benefit plan in the Partnership. If the Subscriber is an insurance company and is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Partnership, it has identified on the Investor Qualification Statement attached hereto as **Annex B** whether the assets underlying the general account constitute "plan assets" within the meaning of Section 401(c) of ERISA and the regulations promulgated thereunder.

(ii) If the Subscriber is an ERISA Partner or a Governmental Plan Partner, (A) the Subscriber acknowledges that the Subscriber has evaluated for itself the merits of such investment; (B) the Subscriber has not solicited and has not received from the Partnership, the General Partner, the Manager, any placement agent, or any Affiliate thereof any evaluation or other investment advice on any basis in respect of the advisability of this or any other investment in light of the plan's assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets; (C) the Subscriber is not relying and has not relied on the Partnership, the General Partner, the Manager, any placement agent, or any Affiliate thereof for any such advice; (D) the Subscriber represents that neither the execution and delivery of this Subscription Agreement nor the purchase and holding of the Subscriber's Partnership Interest will constitute, for an ERISA Partner, a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and for a Governmental Plan Partner, any similar concept under law applicable to such Governmental Plan Partner; (E) the Subscriber represents that the Subscriber is not purchasing the Partnership Interest with funds of a plan that is a participant-directed defined contribution plan, unless otherwise indicated in writing to the Partnership; and; (F) the Subscriber acknowledges that none of the General Partner, the Manager, or any Affiliate of the General Partner or Manager is a "fiduciary" (for an ERISA Partner, within the meaning of Section 3(21) of ERISA or Section 4975(e)(3) of the Code, and for a Governmental Plan Partner, within the meaning of any similar law applicable to such Governmental Plan Partner) of the Subscriber in connection with the Subscriber's investment in the Partnership.

(iii) If a Governmental Plan Partner or other Subscriber is (directly or indirectly) investing the assets of a plan that is subject to U.S. Federal, state, local, non-U.S. or other laws or regulations (other than ERISA or the Code) similar to Title I of ERISA or Section 4975 of the Code ("Other Plan Law") and if such Other Plan Law could cause the underlying assets of the Partnership to be treated as assets of such plan by reason of the plan's investment in the Partnership and therefore subject the Partnership, the General Partner, the Manager or other Persons responsible for the investment of the Partnership's assets and its operations to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code, the Partnership's assets will not constitute the assets of such plan under such Other Plan Law.

(k) Source of Funds. The funds being used to acquire the Subscriber's Partnership Interest are the funds of the Subscriber and are not the funds of any other Person or entity. Such funds have not been directly or indirectly derived from any activity that is or would be illegal under any applicable laws, including but not limited to the Anti-Money Laundering Laws (as defined in Section 4(n)(ii)(B) below).

(l) Beneficial Ownership. Unless otherwise disclosed to the General Partner in writing, the Subscriber will be the record and beneficial owner of the Subscriber's Partnership Interests.

(m) Survival. The foregoing representations, warranties and agreements shall survive the Effective Date.

(n) Anti-Money Laundering Information.

(i) The Subscriber agrees to provide any information requested by the General Partner which the General Partner reasonably believes will enable the Partnership to comply with the Anti-Money Laundering Laws (defined in Section 4(n)(ii)(B) below), including any policies applicable to any investment held or proposed to be held by the Partnership. The Subscriber consents to the disclosure to U.S. regulators and law enforcement authorities by the General Partner and its affiliates and agents of such information about the Subscriber as the General Partner reasonably deems necessary or appropriate to comply with the Anti-Money Laundering Laws (as defined below).

(ii) Notwithstanding any other provision of this Subscription Agreement, the Subscriber covenants that it will not transfer all or any part of its Partnership Interest (or purport to do so), if such transfer will cause (A) the Partnership or the General Partner to be in violation of the U.S. Bank Secrecy Act, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "USA PATRIOT Act"), or any similar U.S. federal, state or foreign law, regulation or convention (collectively, "Anti-Money Laundering Laws"); or (B) the Partnership Interest to be held by an OFAC Party (as defined in Section 4(o)(i)(B) below).

(o) USA Patriot Act Confirmation.

(i) The Subscriber represents that neither it nor, to the best of its knowledge, any Person or entity controlling, controlled by or under common control with it, nor any Person having a beneficial interest in it, nor any Person for whom the Subscriber is acting as agent, trustee, representative, intermediary or nominee or in any similar capacity in connection with this Subscription:

(A) is a Person listed in the Annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order")[1];

(B) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control (OFAC) (the "SDN List")[2] or is an entity or individual that resides or has a place of business in, or is organized under the laws of, a country or territory that is subject to any sanctions administered by OFAC (any such country, territory, entity or individual, an "OFAC Party");

(C) is a senior non-U.S. political figure or an immediate family member or close associate[3] of such figure; or

(D) is otherwise prohibited from investing in the Partnership pursuant to the Anti-Money Laundering Laws (categories (A) through (D) together, a "Prohibited Investor").

(ii) The Subscriber represents that no part of the Subscriber's subscription funds represents property in which an OFAC Party has a direct or indirect interest.

(iii) If the Subscriber is a financial institution subject to the anti-money laundering program requirements of the USA PATRIOT Act, and is NOT acting on behalf of one or more clients in connection with this subscription, then the Subscriber represents that it has adopted and implemented anti-money laundering programs required by the USA PATRIOT Act and the regulations promulgated thereunder.

(iv) If the Subscriber is a financial institution subject to the anti-money laundering program requirements of the USA PATRIOT Act, and is acting on behalf of one or more clients in connection with this subscription, then the Subscriber represents that it has (x) implemented a customer identification program as required under Section 326 of the USA PATRIOT Act and the regulations promulgated thereunder, (y) conducted the required due diligence on the client(s) on whose behalf Subscriber is acting, and (z) determined that such client(s) are not Prohibited Investors.

(v) If the Subscriber is a non-U.S. banking institution (a "Non-U.S. Bank") and is making the investment directly or indirectly on behalf of or for the

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[1] This information may be found online at www.treas.gov.

[2] This information may be found online at www.treas.gov/ofac.

[3] A person who is widely and publicly known (or actually known by the Subscriber) to maintain an unusually close personal or professional relationship with the senior non-US political figure, including a person who is in a position to conduct substantial financial transactions on behalf of such figure.

benefit of a Non-U.S. Bank, or receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Subscriber represents that: (a) the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities; (b) the Non-U.S. Bank employs one or more individuals on a full-time basis; (c) the Non-U.S. Bank maintains operating records related to its banking activities; (d) the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and (e) the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(vi) The Subscriber agrees to provide the General Partner from time to time, promptly upon request, all information that the General Partner reasonably deems necessary or appropriate to comply with the Anti-Money Laundering Laws.

(vii) The Subscriber acknowledges and agrees that if, at any time following its investment in the Partnership, the General Partner discovers that any of the foregoing representations are incorrect or reasonably believes that the Subscriber is a Prohibited Investor or is otherwise engaged in suspicious activity, then notwithstanding anything contained in the Partnership Agreement or any other document to the contrary, the General Partner may undertake appropriate action to ensure compliance with applicable law or regulation and in any event shall have the right or may be obligated to prohibit additional investments, segregate the assets constituting the investment in accordance with applicable regulations, decline any transfer or withdrawal requests with respect to such investment or immediately require the Subscriber to withdraw from the Partnership in a manner corresponding to that set forth in Section 7.7 of the Partnership Agreement applicable to certain withdrawing Partners. The Subscriber further acknowledges and agrees that the Subscriber will have no claim against the General Partner or any of its affiliates or agents for any form of damages as a result of any of the foregoing actions.

(p) **Disclosure of Information.** If the Subscriber is required to disclose Confidential Information, any other information or materials regarding the Partnership or a Portfolio Company that the Subscriber is required to keep confidential or any information relating to the Subscriber's Partnership Interest pursuant to the Freedom of Information Act (FOIA 5 U.S.C.§552) or any other applicable law, regulation or legal process, the Subscriber shall promptly notify the General Partner in writing of the requirement to disclose such confidential information to enable the General Partner to seek a protective order or other such appropriate remedy, and use its reasonable best efforts to assist the General Partner in obtaining such protective order or other appropriate remedy. The Subscriber confirms that it has reviewed and agrees with Section 7.12 of the Partnership Agreement. In the event that no protective order or other appropriate remedy can be obtained, the Subscriber will furnish only that portion of the confidential information which is required to be disclosed and will use its reasonable best efforts to obtain reasonable assurance that the information and materials so disclosed will be accorded confidential treatment.

(q) **Charitable Remainder Trust.** The Subscriber certifies that it is not a "charitable remainder trust" within the meaning of Section 664 of the Code.

(r) **Investor Profile Form and Investor Qualification Statement.** All of the answers, statements and information set forth on the Investor Profile Form attached hereto as **Annex A** and the Investor Qualification Statement attached hereto as **Annex B**, which are hereby incorporated by reference herein and constitute a part of this Subscription Agreement, are true and correct on the date hereof, and shall continue to be true and correct so long as the Subscriber is a Limited Partner of the Partnership.

5. Representations and Warranties of the General Partner.

The General Partner represents that neither it nor the Partnership is in violation of or in default (nor has any event occurred, which with notice lapse of time or both, would constitute a default) in the performance of any obligation, agreement or condition contained in the Partnership Agreement, this Subscription Agreement, or any other agreement or any license, permit, franchise, certificate or mortgage to which either of them is a party or by which either of them is bound or to which the properties of any of them are subject.

6. Indemnification.

The Subscriber shall indemnify and hold harmless the Partnership, the General Partner, the Manager and any partners, members, security holders, officers, directors, employees, Affiliates and successors and assigns of the foregoing against all damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) that they may incur by reason of the failure of the Subscriber to fulfill any of the terms or conditions of this Subscription Agreement or by reason of any breach of the representations and warranties or covenants made by the Subscriber herein. The indemnity obligations of the Subscriber under this Section 6 shall survive the Effective Date, shall be in addition to any liability that the Subscriber may otherwise have (including, without limitation, under the Partnership Agreement) and shall be binding upon all successors, assigns, heirs, estates, executors, administrators and personal representatives of the Subscriber.

7. Conflicts.

The Subscriber agrees that in the event of any conflict or inconsistency between (i) the provisions of this Subscription Agreement and any other subscription documents executed and delivered by the Subscriber, on the one hand, and (ii) the provisions of the Partnership Agreement (as such agreement may from time to time hereafter be amended), on the other hand, the provisions of the Partnership Agreement shall control.

8. No Assignment.

Except as otherwise provided in the Partnership Agreement regarding transferability of Partnership Interests in the Partnership, the Subscriber may not assign this Subscription Agreement or any rights under this Subscription Agreement without the written consent of the General Partner.

9. Notice of Change; Additional Information.

The Subscriber agrees to give the Partnership prompt notice of any change of which it becomes aware that causes any representation contained herein or in the Partnership Agreement to be incorrect. The Subscriber will also provide the General Partner with such additional information as the General Partner shall reasonably request in connection with the Subscriber's subscription for the Partnership Interest and in order to determine that the Partnership shall be in compliance with applicable laws.

10. Amendments and Waivers.

This Subscription Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Subscriber and the General Partner. Notwithstanding anything in this Subscription Agreement to the contrary, this Subscription Agreement may be amended by the General Partner without the consent of the Subscriber (i) in order to cure any ambiguity or error, make an inconsequential revision, provide clarity or to correct or supplement any provision herein which may be defective or inconsistent with any other provisions herein, provided that such amendment does not adversely affect any Subscriber, or (ii) to add any obligation, representation or warranty of the General Partner or surrender any right or power granted to the General Partner.

11. Severability.

It is the desire and intent of the parties hereto that the provisions of this Subscription Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Subscription Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Subscription Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such

jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Subscription Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Tax Certification.

The Subscriber hereby certifies that (a) the taxpayer identification number provided under the Subscriber's signature is correct and (b) the Subscriber is not subject to backup withholding because (i) the Subscriber has not been notified that it is subject to backup withholding as a result of failure to report interest and dividends or (ii) the Internal Revenue Service has not notified the Subscriber that it is subject to backup withholding.

13. Applicable Law.

All questions concerning the construction, interpretation and validity of this Subscription Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware, without giving effect to any choice or conflict of law provision or rule (whether in Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Delaware. In furtherance of the foregoing, the laws of the state of Delaware will control the interpretation and construction of this Subscription Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

14. Headings.

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

15. Counterparts; Facsimile Signatures.

This Subscription Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement. Facsimile counterpart signatures to this Subscription Agreement shall be acceptable and binding.

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ANNEX A

INVESTOR PROFILE FORM

INVESTOR PROFILE FORM

For purposes of the Partnership Agreement, the Subscriber hereby certifies to the General Partner that the categories checked below apply to the Subscriber (defined terms used below have the respective meanings set forth in the Partnership Agreement).

The Subscriber is (*check applicable boxes*):

- ☑ A "United States person" for U.S. Federal income tax purposes.
- ☐ Not a "United States person" for U.S. Federal income tax purposes.
- ☐ A Tax-Exempt Partner
- ☐ An ERISA Partner (please also mark Section 7(a) of **Annex B** hereto)
- ☑ A Governmental Plan Partner (please also mark Section 7(b) of **Annex B** hereto)
- ☐ An ECI Blocker Partner
- ☐ A UBTI Blocker Partner

Name of Subscriber (*Please Print or Type*): Public School Employees' Retirement System

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other _____

Amount of Commitment: U.S. $50 million as set forth on signature page

Type of Investor:

Individuals

☐ Individual
☐ Joint
- ☐ Right of Survivorship
- ☐ Tenants in Common

_____ ***(initial) Investor is of legal age and is a:***

citizen of: _____

resident of: _____

Entities

☐ Partnership
☐ Corporation
☐ Limited Liability Company (LLC)
☐ Trust
☑ Other governmental entity
(Please specify)

State or Other Jurisdiction Incorporated or Formed: PA

Date Incorporated or Formed: 1917

INCLINE EQUITY PARTNERS III (PSERS), L.P.

U.S. Tax Status (*Please Check One*)

☑ Exempt
☐ Non-Exempt

Taxpayer ID/Social Security Number: [redacted]

Subscriber Referred to the Partnership by a Placement Agent (*e.g.*, solicitor)? Yes ☐ No ☑

If Yes, name of placement agent: _____

Full Mailing Address:

Public School Employees' Retirement System
5 N. 5th St.
Harrisburg, PA 17101

***Primary E-Mail Address:** cspiller@pa.gov

***Secondary (Optional) E-Mail Address:**

717-720-4720 — **Telephone number**

717-772-5375 — **Fax number**

If Address of Residence (Individual) or Principal Place of Business (Entity) is Different from Above: (*No P.O. Boxes*)

Duplicate Communication:

TYPE OF COMMUNICATION	CONTACT PERSON
☑ All communications	Name: Charles Spiller
☐ Distributions	Title: Managing Director of Private Markets & Real Estate
☐ Tax Information	*Email Address: cspiller@pa.gov
☐ Legal Documents	Phone Number: 717-720-4720
	Relationship: employee
	Address: 5 N. 5th St.
	Harrisburg, PA 17101

INCLINE EQUITY PARTNERS III (PSERS), L.P.

TYPE OF COMMUNICATION	CONTACT PERSON
☐ All communications	Name:
☐ Distributions	Title:
☐ Tax Information	*Email Address:
☐ Legal Documents	Phone Number:
	Relationship:
	Address:

*Required field. All communications to the Subscriber will be delivered to the e-mail addresses provided above.

INCLINE EQUITY PARTNERS III (PSERS), L.P.

ANTI-MONEY LAUNDERING INFORMATION

This Subscription Agreement will not be deemed complete, and the Subscriber will not be deemed a limited partner of the Partnership, regardless of whether it has already sent funds by wire or check, until all of the required documentation listed below is received by the General Partner. For additional information, please contact _____ at _____ ***(Please provide name and phone number of contact)***.

Payment Information

(a) Name of the Subscriber:

Public School Employees' Retirement System

(b) Name of the bank from which the Subscriber's payment to the Partnership is being wired or mailed (the "Bank"):

The Bank of New York Mellon

(c) Is the Bank located in an Approved FATF Country*? YES☑ NO☐

(d) Is the Subscriber a customer of the Bank? YES☑ NO☐

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* As of the date hereof, approved countries that are members of the Financial Action Task Force on Money Laundering (each, an "Approved FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, European Commission, Finland, France, Germany, Greece, Gulf Co-operation Council, Hong Kong, Iceland, India, Ireland, Italy, Japan, Kingdom of the Netherlands (the Netherlands, Aruba, Curaçao and Saint Maarten), Luxembourg, Mexico, New Zealand, Norway, Portugal, Republic of Korean, Russian Federation, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.

INCLINE EQUITY PARTNERS III (PSERS), L.P.

WIRE INSTRUCTIONS

Bank Name: see next page

Bank ABA# or SWIFT Code: _____

Account Information:

Name: _____

Account #: _____

For Further Credit:

Name: _____

Account #: _____

Reference: _____

Contact Name: _____

Phone: _____

Prepared by _____
(Signature)

Name: _____

Title: _____

Phone: _____

Commonwealth of Pennsylvania
Public School Employees' Retirement System
5 North 5th Street, 3rd Floor, Harrisburg, PA 17101
Andrew D. Fiscus, Director, Investment Accounting

WIRING INSTRUCTIONS FOR MELLON TRUST

[redacted]

Should you have any additional questions relative to wiring instructions please call Debbie Widget of BNY Mellon at (412) 234-3862.

ANNEX B

INVESTOR QUALIFICATION STATEMENT

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Public School Employees' Retirement System
(Print or Type Subscriber's Name)

INVESTOR QUALIFICATION STATEMENT

The undersigned ("Undersigned" or "Subscriber") hereby certifies, pursuant to the Subscription Agreement attached hereto, and makes the following representations, warranties and covenants, all of which may be relied on by the Partnership, the General Partner, the Manager, any placement agent, counsel and any Affiliate thereof. Terms not otherwise defined herein shall have the same meanings specified in the Subscription Agreement or the Partnership Agreement. Footnotes and special rules can be found at the end of this Investor Qualification Statement.

1. Accredited Investor Status.

Undersigned is an "Accredited Investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "Securities Act"). Specifically, Undersigned meets the requirements of an Accredited Investor set forth in at least one of the following clauses (a) through (o) ***(please mark each category that applies, or, if no category applies, please so indicate in Section 2 below)***.

_____ (a) a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

_____ (b) a broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (c) an insurance company as defined in Section 2(13) of the Securities Act;

_____ (d) an investment company registered under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act");

_____ (e) a business development company as defined in Section 2(a)(48) of the Investment Company Act;

_____ (f) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;

√ (g) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

✓ (h) an employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if either

____ (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser,

____ (ii) the employee benefit plan has total assets in excess of $5,000,000, or

✓ (iii) the plan is a self-directed plan with investment decisions made solely by persons that are Accredited Investors;

____ (i) a private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended;

____ (j) an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), corporation, Massachusetts or similar business trust, or partnership not formed for the specific purpose of making an investment in the Partnership, with total assets in excess of $5,000,000;

____ (k) a director, executive officer, or general partner of the issuer of the limited partnership interests being offered or sold, or a director, executive officer, or general partner of a general partner of that issuer;

____ (l) a natural person whose individual net worth, or joint net worth with his or her spouse, at the time of his or her purchase equals or exceeds $1,000,000[1];

____ (m) a natural person who has an individual income in excess of $200,000 in each of the two most recent years or joint income[2] with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

____ (n) a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of making an investment in the Partnership whose purchase of the limited partnership interests offered is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

____ (o) an entity in which all of the equity owners are Accredited Investors.

2. **Failure to Meet Accredited Investor Status.**

____ Undersigned is **NOT** an Accredited Investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933.

3. Qualified Client Status.

Undersigned is a "Qualified Client" as such term is defined in Rule 205-3(d)(1) of the Investment Advisers Act of 1940 (the "Advisers Act"). Specifically, Undersigned meets the requirements of a Qualified Client set forth in at least one of the following clauses (a) through (d) ***(please mark each category that applies, or, if no category applies, please so indicate in Section 4 below)***.

_____ (a) Undersigned will have at least $1,000,000 of unreturned Capital Contributions under the management of the Manager after entering into the Subscription Agreement;

__✓__ (b) Undersigned is a "qualified purchaser" as defined in Section 2(c)(51)(A) of the Investment Company Act and the rules thereunder (and Undersigned has marked at least one category in Section 5 below);

_____ (c) Undersigned is either:
(i) an executive officer[3], director, trustee, general partner, or person serving in a similar capacity, of the Manager; or

(ii) an employee of the Manager (other than an employee performing solely clerical, secretarial or administrative functions with regard to the Manager) who, in connection with his or her regular functions or duties, participates in the investment activities of the Manager, *provided* that such employee has been performing such functions and duties for or on behalf of the Manager, or substantially similar functions or duties for or on behalf of another company[4] for at least 12 months.

4. Failure to Meet Qualified Client Status.

_____ Undersigned is **NOT** a "Qualified Client" as such term is defined in Rule 205-3(d)(1) of the Advisers Act.

5. Qualified Purchaser Status.

Undersigned is a "Qualified Purchaser" as such term is defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder. Specifically, Undersigned meets the requirements of a Qualified Purchaser set forth in at least one of the following paragraphs (a) through (f) ***(please mark each category that applies, or, if no category applies, please so indicate in Section 6 below)***.

_____ (a) a natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under Section 3(c)(7) of the Investment Company Act with that person's Qualified Purchaser spouse) who owns not less than $5,000,000 in investments[5];

____ (b) a company that was not formed or recapitalized for the specific purpose of making an investment in the Partnership that owns not less than $5,000,000 in investments and that 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;

____ (c) a trust that is not covered by clause (b) of this Section 5 and that was not formed or recapitalized for the specific purpose of making an investment in the Partnership[6], 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 clause (a), (b), or (d) of this Section 5;

✓ (d) a person acting for its own account or the accounts of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in investments;

✓ (e) a "qualified institutional buyer" as defined in paragraph (a) of Rule 144A of the Securities Act, acting for its own account[7], the account of another qualified institutional buyer, or the account of a Qualified Purchaser; provided that if (A) the Undersigned is a dealer[8], it also owns and invests on a discretionary basis at least $25,000,000 in securities of issuers that are not affiliated with the dealer or (B) the Undersigned is a plan[9] or a trust fund[10] that holds assets of such a plan, it will not be deemed to be acting for its own account if investment decisions with respect to the plan are made solely by the beneficiaries of the plan, except with respect investment decisions made solely by the fiduciary, trustee or sponsor of such plan; or

____ (f) any entity in which each of the beneficial owners of its securities is a Qualified Purchaser ***(a separate Investor Qualification Statement may be required for each stockholder, partner, member or other beneficial owner of the Subscriber).***

If the Subscriber is a Qualified Purchaser based on one or more of the categories set forth in clause (b), (c), or (d) of this Section 5, such Subscriber must provide the following additional information.

If the Subscriber is an entity, please indicate which of the following apply:

____ (a) The Subscriber is an "investment company" as defined in Section 3 of the Investment Company.

_____ (b) The Subscriber is not an "investment company" as defined in Section 3 of the Investment Company Act because it is relying on the exception from the definition of an "investment company" in Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

If the Subscriber has checked this item, the Subscriber further represents that it was either:

(i) organized after April 30, 1996; or

(ii) organized on or before April 30, 1996, and the consent to the treatment of the Subscriber as a "Qualified Purchaser" has been obtained from the following parties:

(A) each beneficial owner of an interest in the Subscriber who acquired such interest on or before April 30, 1996;

(B) each beneficial owner of any holder of an interest in the Subscriber that is a Section 3(c)(1) or 3(c)(7) company that acquired such interest on or before April 30, 1996 (a "Pre-May Indirect Holder"); and

(C) the holder of any interest in a Pre-May Indirect Holder that is a Section 3(c)(1) or 3(c)(7) company and that is controlled by or is under common control with the Subscriber or the Partnership, if such holder acquired its interest in the Pre-May Indirect Holder on or prior to April 30, 1996.

√ (c) The Subscriber is not an "investment company" as defined in Section 3 of the Investment Company Act for reasons other than the exceptions from the definition of an "investment company" in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act.

6. Failure to Meet Qualified Purchaser Status.

_____ Undersigned is **NOT** a "Qualified Purchaser" as such term is defined in Section 2(a)(51) of the Investment Company Act.

7. ERISA and Other Plan Matters. ***(Please check each item below that applies to the Subscriber and complete the other items)***

_____ (a) The Subscriber represents that it is one of the following: (i) an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975 of the Code, including an individual retirement account or other arrangement subject to Section 4975 of the Code, (iii) a trust for the benefit of one or more "employee benefit plans" or "plans" described in the foregoing clause (i) or (ii), or (iv) an entity whose underlying assets are considered to include "plan assets" pursuant to the Plan Assets Regulations, by reason of investment in such entity by an "employee benefit plan" or "plan" described in the foregoing clause (i) or (ii).

If the Subscriber checked Section 7(a) above, please indicate the percentage of the Subscriber's assets used to acquire the Partnership Interest which represents "plan assets" within the meaning of the Plan Assets Regulations:

____% of the assets used to acquire the Partnership Interest represents "plan assets" within the meaning of the Plan Assets Regulation.

The Subscriber agrees to promptly notify the General Partner in writing if there is a change in the percentage set forth above and at such time or times as the General Partner may request.

✓ (b) The Subscriber is a "governmental plan," within the meaning of Section 3(32) of ERISA.

(c) The Subscriber is an "employee benefit plan" (as defined in Section 3(3) or ERISA) investor but is not an ERISA Partner or a Governmental Plan Partner.

_____ (d) The Subscriber is an insurance company and is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account), which account's underlying assets constitute "plan assets" within the meaning of Section 401(c) of ERISA and the regulations promulgated thereunder.

(e) If the Subscriber checked Section 7(d) above, please indicate the relative percentages of the Partnership Interest being acquired with the assets of the Subscriber's general account and separate accounts, including general and separate accounts that are deemed to hold plan assets pursuant to Section 401(c) of ERISA and the regulations promulgated thereunder:

____% is being acquired with the assets of the general account.

____% is being acquired with the assets of one or more separate accounts.

(f) If the Subscriber indicated in Section 7(e) that the general account assets are being used to acquire the Partnership Interest, please complete the following:

No more than ____% of such general account assets used to acquire the Partnership Interest represents "plan assets" pursuant to Section 401(c) of ERISA and the regulations promulgated thereunder.

The Subscriber agrees to promptly notify the General Partner in writing if there is a change in the percentage as set forth above and at such time or times as the General Partner may request.

(g) Is the Subscriber purchasing the Partnership Interest with funds of a plan that is a participant-directed defined contribution plan?

_____Yes ____✓__No

(h) Is the Subscriber a person who has discretionary authority or control with respect to the assets of the Partnership or any person who provides investment advice for a fee (direct or indirect) with respect to such assets, or an affiliate of any such person (a "Controlling Person"):

_____Yes ____✓__No

For purposes of the foregoing, an "affiliate" of a person includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person. "Control," with respect to a person other than an individual , means the power to exercise a controlling influence over the management or policies of such person.

8. Knowledgeable Employee Status *(to be Completed by Employees of Incline Equity Partners III (PSERS), L.P. , and its Affiliates Only)*.

Undersigned is a "knowledgeable employee" as such term is defined in Rule 3c-5 of the Investment Company Act. Specifically, Undersigned meets the requirements of a Knowledgeable Employee set forth in at least one of the following paragraphs (a) through (c) (please mark each category that applies, or, if no category applies, please so indicate in paragraph (d) below).

_____ (a) an "executive officer" (as such term is defined in Rule 3c-5), director, trustee, general partner, advisory board members, or person serving in a similar capacity, of the Partnership or Incline Management Corp. (the "Affiliated Management Person");

_____ (b) an employee of the Partnership or the Affiliated Management Person (other than an employee performing solely clerical, secretarial or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of which are managed by the Affiliated Management Person, *provided that* such employee has been performing such functions and duties for or on behalf the Partnership, the Affiliated Management Person, or substantially similar functions or duties for or on behalf of another company for at least 12 months prior to the date hereof; or

_____ (c) an entity all of whose owners consist of individuals described above.

__✓__ (d) None of the above.

The Subscriber hereby represents and warrants that all of the answers, statements and information set forth in this Investor Qualification Statement are true and correct on the date hereof, and shall continue to be true and correct so long as the Subscriber is a Limited Partner of the Partnership. The Subscriber hereby agrees to provide such additional information as requested by the General Partner and to notify the General Partner promptly of any change that may cause any of the answers, statements and information set forth in this Investor Qualification Statement to become untrue in any material respect.

[1] In calculating "individual net worth" or "joint net worth" for purposes of this item, Subscriber must exclude the value of its primary residence. The related amount of indebtedness secured by the primary residence up to its fair market value may also be excluded from the calculation, but any indebtedness secured by the residence in excess of such fair market value must be treated as a liability and deducted from the Subscriber's net worth.

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

[3] The term "executive officer" means the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions, for the Manager.

[4] The term "company" has the meaning set forth in Section 202(a)(5) of the Advisers Act but does not include a company that is required to be registered under the Investment Company Act but is not registered.

[5] The term "investments" means:

(1) Securities (as defined in Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the Undersigned, unless the issuer of such securities is:

(a) an investment company, a company that would be an investment company but for the exclusion provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or Rule 3a-6 or 3a-7 under the Investment Company Act, or a commodity pool;

(b) a company that files periodic reports under Section 13 or 15(d) of the Exchange Act, or has a class of securities listed on a "designated offshore securities market" as defined in Regulation S under the Securities Act; or

(c) a company with shareholders' equity of not less than $50,000,000 (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Subscriber acquires an interest in the Partnership.

(2) Real estate held for investment purposes. Real Estate shall not be considered to be held for investment purposes if it is used by the Undersigned or a sibling, spouse or former spouse, or a direct lineal descendant or ancestor by birth or adoption of the Undersigned, or a spouse of the descendent or ancestor (a "Related Person"), or by any owner of the Undersigned if the Undersigned is a company or any Related Person of such owner, for personal purposes or as a place of business, or in connection with the conduct of the trade or business of the Undersigned or a Related Person (including an owner of the Undersigned or any Related Person of such owner), provided that real estate owned by the Undersigned may be deemed to be held for investment purposes if the Undersigned is engaged primarily in the business of investing, trading or developing real estate. Residential real estate shall not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

(3) Commodity futures contracts, options on commodity futures contracts, and options on physical commodities that are traded on or subject to the rules of any contract market designated for trading such transactions under the U.S. Commodity Exchange Act and the rules thereunder or of any board of trade or exchange outside the United States contemplated in Part 30 of the rules under the U.S. Commodity Exchange Act ("Commodity Interests") that are held for investment purposes. A Commodity Interest owned, or a financial contract entered into, by the Undersigned may be deemed to be held for investment purposes if the Undersigned is engaged primarily in the business of investing, reinvesting or trading in Commodity Interests, Physical Commodities or financial contracts in connection with such business.

(4) Physical commodities with respect to which a Commodity Interest is trade on a contract market designated as specified in the preceding paragraph (3) ("Physical Commodities") and that are held for investment purposes. Physical Commodities owned, or a financial contract entered into, by the Undersigned may be deemed to be held for investment purposes if the Undersigned is engaged primarily in the business of investing, reinvesting or trading in Commodity Interests, Physical Commodities or financial contracts in connection with such business.

(5) To the extent not securities, financial contracts (as defined in Section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes.

(6) Any amounts payable to the Undersigned pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Undersigned upon demand of the Undersigned, but only if the Undersigned is a company that would be an investment company but for the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, or if the Undersigned is a commodity pool.

(7) Cash and cash equivalents (including non-U.S. currencies) held for investment purposes. Cash and cash equivalent include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments held for investment purposes and the net cash surrender value of an insurance policy.

Valuation of Investments: The value of an investment is its fair market value on the most recent practicable date or its cost, provided that the value of Commodity Interests shall be the value of the initial margin or option premium deposited in connection with the Commodity Interest.

Deductions from Valuation: The amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments of the Undersigned shall be deducted from the amounts of the Undersigned's investments. In addition, the amount of any outstanding indebtedness incurred to acquire the investments shall be deducted.

Special Rules:

Joint Investments: If the Undersigned is a natural person, the Undersigned may include in the amount of his or her investments any investments held jointly with the Undersigned's spouse, or investments in which the Undersigned shares with his or her spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Partnership are Qualified Purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly). In each case, there shall be deducted from the amount of any such investments the amounts specified in the first sentence of "Deductions from Valuation" incurred by each spouse.

Subsidiary Investments: If the Undersigned is a company, then for purposes of determining the amount of investments owned by the Undersigned, there may be included investments owned by majority-owned subsidiaries of the Undersigned and investments owned by a company (a parent company) of which the Undersigned is a majority-owned subsidiary, or by a majority-owned subsidiary of the Undersigned and other majority owned subsidiaries of the parent company.

Certain Retirement Plans and Trusts: If the Undersigned is a natural person, he or she may include in the amounts of his or her investments any investments held in an individual retirement account or similar account, the investments of which are directed by and held for the benefit of the Undersigned.

[6] If stockholders, partners or other holders of equity or beneficial interests in the Subscriber are able to decide individually whether to participate, or the extent of their participation, in the Subscriber's investment in the Partnership the Subscriber is deemed to have been formed for the specific purpose of making an investment in the Partnership.

[7] Each of the following plans will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan: (a) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of state or its political subdivisions, for the benefit of its employees; (b) any employee benefit plan within the meaning of Title I of ERISA; or (c) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in the preceding clauses (a) and (b) (except trust funds that include as participants individual retirement accounts or H.R. 10 plans) that holds the assets of such a plan.

[8] For purposes of this item, a "dealer" is any dealer registered pursuant to Section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer.

[9] For purposes of this item, a "plan" includes 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 and any "employee benefit plan" within the meaning of Title I of ERISA.

[10] For purposes of this item, a "trust fund" includes any trust whose trustee is a bank or trust company and whose participants are exclusively plans of the type described in footnote 7 above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans.

INCLINE EQUITY PARTNERS III (PSERS), L.P.

CLIENT PRIVACY NOTICE

Your privacy is very important to us. This Privacy Notice sets forth the policies of Incline Equity Partners III (PSERS), L.P. (the "Partnership") with respect to non-public personal information of its investors, prospective investors and former investors. These policies apply to individuals and Individual Retirement Accounts only and may be changed at any time, provided a notice of such change is given to you.

You provide us with personal information, such as your address, social security number, assets and/or income information: (i) in the Subscription Agreement and related documents; (ii) in correspondence and conversations with the Partnership's representatives; and (iii) through transactions in the Partnership.

We do not disclose any of this personal information about our investors, prospective investors or former investors to anyone, other than to our affiliates and except as permitted by law, such as to our attorneys, auditors, brokers, regulators and certain service providers, in such case, only as necessary to facilitate the acceptance and management of your investment. Thus, it may be necessary, under anti-money laundering and similar laws, to disclose information about the Partnership's investors in order to accept subscriptions from them. We will also release information about you if you direct us to do so, if compelled to do so by law, or in connection with any government or self-regulatory organization request or investigation.

The Subscriber acknowledges that under Delaware law other investors in the Partnership may be entitled to review the books and records of the Partnership and that the list of investors and their Capital Contributions is open to public inspection. The Subscriber explicitly consents to disclosure of the fact of its investment in the Partnership, its mailing address and its Commitment/Capital Contributions to other investors in the Partnership.

We seek to carefully safeguard your private information and, to that end, restrict access to non-public personal information about you to those employees and other persons who need to know the information to enable the Partnership to provide services to you. We maintain physical, electronic and procedural safeguards to protect your non-public personal information.

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Public School Employees' Retirement System
(Print or Type Subscriber's Name)

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

All Subscribers Must Complete this Section:

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Incline Equity Partners III (PSERS), L.P. (the "Partnership") as a Limited Partner, it shall:

1. Be bound by each and every term and provision of the Amended and Restated Agreement of Limited Partnership of the Partnership, as the same may be amended from time to time (the "Partnership Agreement"), and

2. Be obligated to purchase a Partnership Interest of the Partnership in an amount equal to the total Commitment indicated below:

US$50,000,000[4]
Amount of Commitment

LIMITED PARTNERS:

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

By: Alan H. Van Noord, CFA
Title: Chief Investment Officer

By: Jeffrey B. Clay
Title: Executive Director

[4] The Subscriber's Commitment as of any closing of the Partnership shall be limited to the lesser of (i) US$50,000,000 and (ii) an amount (the "Maximum Commitment Amount") equal to 25% of the sum of the Aggregate Combined Commitments of the Combined Limited Partners (excluding the capital commitments of the Sponsor Parties). Accordingly, if, as of the Initial Closing Date, $50,000,000 is greater than the Maximum Commitment Amount determined as of such time, then the Subscriber's Commitment as of such time shall, automatically and without further action on the part of any person, be limited to an amount equal to such Maximum Commitment Amount. Thereafter, at each Subsequent Closing, the Subscriber's Commitment shall, automatically and without further action on the part of any person, be increased (but not above $50,000,000) so that as of any such Subsequent Closing, the Subscriber's Commitment shall equal the Maximum Commitment Amount determined as of such time.

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Approved for form and legality:

Deputy General Counsel
Office of General Counsel

Chief Deputy Attorney General
Office of Attorney General

Gerald Gornish (CES)
Gerald Gornish, Chief Counsel
Public School Employees' Retirement System

Names of Trustees or Other Fiduciaries Exercising Investment Discretion with Respect to Benefit Plan or Trust

Signature	*Printed Name*	*Title*
	see next page	

INCLINE EQUITY PARTNERS III (PSERS), L.P.

Approved for form and legality:

_____
Deputy General Counsel
Office of General Counsel

_____
Chief Deputy Attorney General
Office of Attorney General

_____
Gerald Gornish, Chief Counsel
Public School Employees' Retirement System

Names of Trustees or Other Fiduciaries Exercising Investment Discretion with Respect to Benefit Plan or Trust

Signature	*Printed Name*	*Title*
	see next page	

PUBLIC SCHOOL EMPLOYEES' RETIREMENT BOARD
BOARD OF TRUSTEES

P.O. Box 125, Harrisburg, PA 17108
5 North 5th Street, Harrisburg, PA 17101
(717) 720-4617

August 5, 2011

Secretary of Education (ex officio):
Ronald J. Tomalis (Designees): **Kathleen Bruder, David Donley, Kelly Logan**

Treasurer of the Commonwealth of Pennsylvania (ex officio)
Robert M. McCord (Designees): **Christopher Craig, Jennifer Langan, John Lisko**

Executive Director of the Pennsylvania School Boards Association, Inc. (ex officio):
Thomas J. Gentzel (Designee): **Beth Winters**

Two Members appointed by the Governor for a term of three years:
Hal Moss **Vacant**

One Member of the Annuitant Group elected from among their members for a term of three years:
Sally J. Turley

Three Members elected from among the Active Certified Members for a term of three years:
Glen S. Galante **James M. Sando** **Melva S. Vogler**

One Member elected from among Active Non-Certified Members for a term of three years:
Patricia A. Tozer

One Member elected by members of Pennsylvania Public School Boards from among their number for a term of three years:
Richard N. Rose

Two Members of the House of Representatives appointed by the Speaker of the House, one representing the majority and one representing the minority party:
Representative Joseph F. Markosek (Designees): **Miriam Fox, Bernie Gallagher, Debbie Reeves**

Representative Glen R. Grell (Designee): **Lisa Taglang**

Two Members of the Senate appointed by the President Pro Tempore of the Senate, one representing the majority party and one representing the minority party:
Senator Larry Farnese (Designee):

Senator Patrick Browne (Designees): **Stacey Connors, Bonita Lane**

INCLINE EQUITY PARTNERS III (PSERS), L.P.

ACCEPTANCE OF SUBSCRIPTION

FOR INTERNAL USE ONLY

Commonwealth of Pennsylvania Public School Employees' Retirement System
(Print or Type Subscriber's Name)

The foregoing Subscription Agreement is hereby accepted by the undersigned as of the date set forth below:

INCLINE GP III, LLC

US$50,000,000[5]
Amount of Commitment

By: _____
(Authorized Signatory)

Name: John C. Glover

Title: Managing Member

Date: September 30, 20 11

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[5] The Subscriber's Commitment as of any closing of the Partnership shall be limited to the lesser of (i) US$50,000,000 and (ii) an amount (the "Maximum Commitment Amount") equal to 25% of the sum of the Aggregate Combined Commitments of the Combined Limited Partners (excluding the capital commitments of the Sponsor Parties). Accordingly, if, as of the Initial Closing Date, $50,000,000 is greater than the Maximum Commitment Amount determined as of such time, then the Subscriber's Commitment as of such time shall, automatically and without further action on the part of any person, be limited to an amount equal to such Maximum Commitment Amount. Thereafter, at each Subsequent Closing, the Subscriber's Commitment shall, automatically and without further action on the part of any person, be increased (but not above $50,000,000) so that as of any such Subsequent Closing, the Subscriber's Commitment shall equal the Maximum Commitment Amount determined as of such time.

FORM W-9

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Commonwealth of Pennsylvania, Public School Employees' Retirement System

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership · ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Other (see instructions) ▶ Governmental Pension Fund

☑ Exempt payee

Address (number, street, and apt. or suite no.)
5 N. 5th St.

Requester's name and address (optional)

City, state, and ZIP code
Harrisburg, PA 17101

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/11/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM W-8BEN

Form **W-8BEN**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP
Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*	
• A person acting as an intermediary	W-8IMY
Note: *See instructions for additional exceptions.*	

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
- The beneficial owner is not a U.S. person.
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ _____ Signature of beneficial owner (or individual authorized to sign for beneficial owner) _____ Date (MM-DD-YYYY) _____ Capacity in which acting

Form **W-8ECI**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Note: *Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business (see instructions).*

Do not use this form for:	**Instead, use Form:**
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP

Note: *These entities should use Form W-8ECI if they received effectively connected income (e.g., income from commercial activities).*

• A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States)	W-8BEN or W-8IMY
• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of entity (check the appropriate box): ☐ Individual ☐ Corporation ☐ Disregarded entity
☐ Partnership ☐ Simple trust or grantor trust ☐ Complex trust ☐ Estate
☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization
☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Business address in the United States (street, apt. or suite no., or rural route). **Do not use a P.O. box.**

City or town, state, and ZIP code

6 U.S. taxpayer identification number (required—see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

9 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States

Part II Certification

Sign Here

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the income to which this form relates.
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States and are includible in my gross income (or the beneficial owner's gross income) for the taxable year, and
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Signature of beneficial owner (or individual authorized to sign for the beneficial owner) — Date (MM-DD-YYYY) — Capacity in which acting

FORM W-8EXP

Form **W-8EXP**
(Rev. December 2000)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding

(For use by foreign governments, international organizations, foreign central banks of issue, foreign tax-exempt organizations, foreign private foundations, and governments of U.S. possessions.)

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.

▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 154

Do not use this form for: **Instead, us**

- Any foreign government or other foreign organization that is not claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) . . . . . W-8BEN o
- A beneficial owner solely claiming foreign status or treaty benefits . . . . . .
- A foreign partnership or a foreign trust . . . . . W-8BEN or
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States . . . . . .
- A person acting as an intermediary . . . . . .

Part I Identification of Beneficial Owner (See instructions.)

1 Name of organization

2 Country of incorporation or orga

3 Type of entity ☐ Foreign government ☐ International organization ☐ Foreign central bank of issue (not wholly owned by the foreign sovereign) ☐ Foreign tax-exempt org
☐ Government of a U.S. possession ☐ Foreign private foundati

4 Permanent address (street, apt. or suite no., or rural route). Do not use a P.O. box.

City or town, state or province. Include postal code where appropriate. Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal or ZIP code where appropriate. Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions)

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Qualification Statement

9 For a foreign government:

a ☐ I certify that the entity identified in Part I is a foreign government within the meaning of section 892 and the pay are within the scope of the exemption granted by section 892.

Check box 9b or box 9c, whichever applies:

b ☐ The entity identified in Part I is an integral part of the government of .....

c ☐ The entity identified in Part I is a controlled entity of the government of .....

10 For an international organization:

☐ I certify that:

- The entity identified in Part I is an international organization within the meaning of section 7701(a)(18) **and**
- The payments are within the scope of the exemption granted by section 892.

11 For a foreign central bank of issue (not wholly owned by the foreign sovereign):

☐ I certify that:

- The entity identified in Part I is a foreign central bank of issue.
- The entity identified in Part I does not hold obligations or bank deposits to which this form relates for use in connection with the conduct of a commercial banking function or other commercial activity, **and**
- The payments are within the scope of the exemption granted by section 895.

(Part II and required certification continued ›

Part II Qualification Statement *(continued)*

12 For a foreign tax-exempt organization, including foreign private foundations:

If any of the income to which this certification relates constitutes income includible under section 512 in computing the entity's unrelated business taxable income, attach a statement identifying the amounts.

Check either box 12a or box 12b:

a ☐ I certify that the entity identified in Part I has been issued a determination letter by the IRS dated ---------- that is currently in effect and that concludes that it is an exempt organization described in section 501(c).

b ☐ I have attached to this form an opinion from U.S. counsel concluding that the entity identified in Part I is described in section 501(c).

For section 501(c)(3) organizations only, check either box 12c or box 12d:

c ☐ If the determination letter or opinion of counsel concludes that the entity identified in Part I is described in section 501(c)(3), I certify that the organization is not a private foundation described in section 509. I have attached an affidavit of the organization setting forth sufficient facts for the IRS to determine that the organization is not a private foundation because it meets one of the exceptions described in section 509(a)(1), (2), (3), or (4).

d ☐ If the determination letter or opinion of counsel concludes that the entity identified in Part I is described in section 501(c)(3), I certify that the organization is a private foundation described in section 509.

13 For a government of a U.S. possession:

☐ I certify that the entity identified in Part I is a government of a possession of the United States, or is a political subdivision thereof, and is claiming the exemption granted by section 115(2).

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The organization for which I am signing is the beneficial owner of the income to which this form relates.
- The beneficial owner is not a U.S. person.
- For a beneficial owner that is a controlled entity of a foreign sovereign (other than a central bank of issue wholly owned by a foreign sovereign), the beneficial owner is not engaged in commercial activities within or outside the United States, **and**
- For a beneficial owner that is a central bank of issue wholly owned by a foreign sovereign, the beneficial owner is not engaged in commercial activities within the United States.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ---------- ---------- ----------

Signature of authorized official | Date (MM-DD-YYYY) | Capacity in which acting

FORM W-8IMY

Form **W-8IMY**
(Rev. December 2003)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN
• A hybrid entity claiming treaty benefits on its own behalf	W-8BEN
• A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A disregarded entity. Instead, the single foreign owner should use	W-8BEN or W-8ECI
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP

Part I Identification of Entity

1 Name of individual or organization that is acting as intermediary

2 Country of incorporation or organization

3 Type of entity—check the appropriate box:

- ☐ Qualified intermediary. Complete Part II.
- ☐ Nonqualified intermediary. Complete Part III.
- ☐ U.S. branch. Complete Part IV.
- ☐ Withholding foreign partnership. Complete Part V.
- ☐ Withholding foreign trust. Complete Part V.
- ☐ Nonwithholding foreign partnership. Complete Part VI.
- ☐ Nonwithholding foreign simple trust. Complete Part VI.
- ☐ Nonwithholding foreign grantor trust. Complete Part VI.

4 Permanent residence address (street, apt. or suite no., or rural route). Do not use P.O. box.

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

6 U.S. taxpayer identification number (if required, see instructions) ▶
☐ SSN or ITIN ☐ EIN ☐ QI-EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Qualified Intermediary

9a ☐ (All qualified intermediaries check here) I certify that the entity identified in Part I:

- Is a qualified intermediary and is not acting for its own account with respect to the account(s) identified on line 8 or in a withholding statement associated with this form **and**
- Has provided or will provide a withholding statement, as required.

b ☐ (If applicable) I certify that the entity identified in Part I has assumed primary withholding responsibility under Chapter 3 of the Code with respect to the account(s) identified on this line 9b or in a withholding statement associated with this form ▶ .....

c ☐ (If applicable) I certify that the entity identified in Part I has assumed primary Form 1099 reporting and backup withholding responsibility as authorized in its withholding agreement with the IRS with respect to the account(s) identified on this line 9c or in a withholding statement associated with this form ▶.....

Part III Nonqualified Intermediary

10a ☐ (All nonqualified intermediaries check here) I certify that the entity identified in Part I is not a qualified intermediary and is not acting for its own account.

b ☐ (If applicable) I certify that the entity identified in Part I is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required.

Part IV Certain United States Branches

Note: *You may use this Part if the entity identified in Part I is a U.S. branch of a foreign bank or insurance company and is subject to certain regulatory requirements (see instructions).*

11 ☐ I certify that the entity identified in Part I is a U.S. branch and that the payments are not effectively connected with the conduct of a trade or business in the United States.

Check box 12 or box 13, whichever applies:

12 ☐ I certify that the entity identified in Part I is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person with respect to any payments associated with this certificate.

13 ☐ I certify that the entity identified in Part I:
- Is using this form to transmit withholding certificates or other documentary evidence for the persons for whom the branch receives a payment **and**
- Has provided or will provide a withholding statement, as required.

Part V Withholding Foreign Partnership or Withholding Foreign Trust

14 ☐ I certify that the entity identified in Part I:
- Is a withholding foreign partnership or a withhholding foreign trust **and**
- Has provided or will provide a withholding statement, as required.

Part VI Nonwithholding Foreign Partnership, Simple Trust, or Grantor Trust

15 ☐ I certify that the entity identified in Part I:
- Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and that the payments to which this certificate relates are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States **and**
- Is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required.

Part VII Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the income for which I am providing this form.

Sign Here ▶ ---------- ----------

Signature of authorized official | Date (MM-DD-YYYY)