

THE PORTAL ALLIANCE ACCESS AGREEMENT

Access Agreement Certification

The Recognized QIB/QP acknowledges and agrees to comply with each of the paragraphs below and additionally certifies that:

- (i) it is familiar with Rule 144A and agrees that The PORTAL Alliance (as defined below), transfer-tracking systems utilized by The PORTAL Alliance and designated liquidity providers with respect thereto, and persons selling securities to it in reliance upon Rule 144A, may rely on the information contained in this Access Agreement; as a condition to its continued access to the PORTAL Alliance Platform, it agrees to update the statements made herein within 16 months of the date set forth in clause (iii) below or the comparable provision of the most recent Update Access Agreement provided by such Recognized QIB/QP, as the case may be, by completing the update certification (the "Update Access Agreement") in such form as may be provided by The PORTAL Alliance from time to time.
- (ii) the Recognized QIB/QP is a Qualified Institutional Buyer ("QIB") under Rule 144A of the following type _____ (insert type of institution from Appendix A of the Requirements (as defined below)) and if the Recognized QIB/QP elects to purchase PORTAL Alliance Securities (as defined below) for the accounts of others, it will only purchase PORTAL Alliance Securities for the account of the entities listed on Schedule A of this certification that each independently qualify as a QIB as defined in Rule 144A and as a Qualified Purchaser (a "QP") as defined under Section 2(a)(51) under the Investment Company Act of 1940, as amended (the "Investment Company Act") and related rules.
- (iii) as of _____, 20____ (insert a specific date on or after the last day of the Recognized QIB/QP's fiscal year), the Recognized QIB/QP owned or invested on a discretionary basis \$_____ million (insert a specific dollar amount) of "eligible securities" (See Appendix A for definition of eligible securities). The Recognized QIB/QP's current fiscal year ends on _____, 20____.
- (iv) it is familiar with the Investment Company Act and the rules thereunder and is a "Qualified Purchaser" as defined thereunder.
- (v) it is not a "dealer" described in (xiv) of Appendix A of the Requirements that owns and invests on a discretionary basis less than \$25 million in securities of issuers that are not affiliated persons (excluding securities constituting the whole or part of an unsold allotment to or subscription as a participant in a public offering).
- (vi) it is not a participant directed employee plan, such as a 401(k) plan, or a trust fund that holds assets for such a plan, as described in (vi), (vii) or (viii) of Appendix A of the Requirements, the investment decisions of which are made by the beneficiaries of the plan and not solely by the fiduciary, trustee or sponsor of the plan.
- (vii) it is not an entity that was formed for the specific purposes of investing in Section 3(c)(7) securities (or if it was formed for that purpose, then each beneficial owner of its securities is a QP).
- (viii) it is not an entity that was formed or operated as a device for facilitating individual investment decisions of its participants or security holders.
- (ix) if it was formed prior to April 30, 1996, and is an investment company exempted from the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof, then its treatment as a QP has been consented to (in the manner required by Section 2(a)(51)(C) of the Investment Company Act and the rules thereunder) by its beneficial owners that acquired their interests on or before April 30, 1996.
- (x) each of the sub-accounts listed and attached hereto can independently make the representations and warranties in (iv) to (vii) above. The undersigned will only purchase for accounts that can, and each such account will be deemed to, make the representations and warranties in (ii) and (iv) to (vii) above.
- (xi) the Recognized QIB/QP is and the affiliated entities so indicated on Schedule A hereto are each a "**Non-ERISA Entity**" (see Appendix A of the Requirements for a definition of Non-ERISA Entity).
 Check this box if the Recognized QIB/QP cannot make the certification required by this paragraph (xi)
- (xii) the Recognized QIB/QP agrees to promptly advise The PORTAL Alliance if any of the representations or warranties in this certification cease to be true.

This Access Agreement will be deemed valid for the Recognized QIB/QP named on the signature page below. If there are additional Recognized QIB/QPs affiliated with you (e.g. sub-accounts or mutual funds) to be designated as QIBs and QPs by this Access Agreement, please provide a list of such Institutions in Schedule A.

I. Purpose.

1. The PORTAL Alliance LLC (the "Company") operates a platform (the "PORTAL Alliance Platform") to provide indicative quotations and access to issuer information and other services to support trading of securities eligible for resale under Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act") that are included in the PORTAL Alliance Platform ("PORTAL Alliance Securities"). This PORTAL Alliance Access Agreement (this "Access Agreement") enables the undersigned and each person designated on Schedule A hereto (each, a "Recognized QIB/QP") to certify, among other things, its status as a QIB and a QP and to view information posted on the PORTAL Alliance Platform that such Recognized QIB/QP has been authorized to view. Each Recognized QIB/QP shall be deemed to have entered into a separate Access Agreement between such Recognized QIB/QP and the Company and each such Access Agreement will be interpreted and enforced on that basis. The Company and its subsidiaries and affiliates are collectively referred to herein as "The PORTAL Alliance." The Company and the applicable Recognized QIB/QP are each individually a "Party" and collectively the "Parties."
2. The Recognized QIB/QP acknowledges and agrees that it shall abide by and be subject to (i) all requirements and policies of the PORTAL Alliance Platform, as they exist on the date hereof and as they may be adopted or amended from time to time as provided therein (the "Requirements"), which Requirements are hereby incorporated by reference herein and (ii) all applicable statutes and regulations in connection with its access and use of the PORTAL Alliance Platform. The Recognized QIB/QP acknowledges that it has been provided with a copy of the Requirements, additional copies of which (together with any subsequent amendments thereto) are available from the Company. The Parties hereto agree that such Requirements have the same force and effect as if set out in full herein, and, unless the context otherwise requires, all references to "this Access Agreement" include the Requirements.

II. Recognized QIB/QP's Data.

1. The Recognized QIB/QP is hereby authorized to view information posted on the PORTAL Alliance Platform in accordance with the then applicable Requirements and as provided in this Access Agreement.
2. As consideration for receiving authorization to use the PORTAL Alliance Platform and the benefits associated therewith, the Recognized QIB/QP does hereby grant to The PORTAL Alliance a non-exclusive, transferable, worldwide, perpetual, irrevocable license to receive and use information and data that the Recognized QIB/QP or the Recognized QIB/QP's agent enters into or otherwise transmits to the PORTAL Alliance Platform and/or The Portal Alliance ("Recognized QIB/QP Data"). The PORTAL Alliance represents and warrants that disclosure, publication, or distribution of the Recognized QIB/QP's Data as part of the products and services of The PORTAL Alliance and the PORTAL Alliance Platform will only be (a) where the Recognized QIB/QP makes use of PORTAL Alliance Platform functionality that identifies the Recognized QIB/QP individually to other Recognized QIB/QPs or otherwise agrees to such disclosure in connection with any requirements applicable to holders of a particular PORTAL Alliance Security, (b) to third-party service providers or partners of The PORTAL Alliance that agree to maintain the confidentiality of such Recognized QIB/QP Data, (c) as part of any QIB or QP verification service, or as part of any other service, that may be provided by The PORTAL Alliance from time to time; *provided, however*, that such service shall not identify the Recognized QIB/QP's holdings of PORTAL Alliance Securities in a manner that is attributable to such Recognized QIB/QP, (d) as part of aggregated trade data that is not attributable to a particular contributor of such data, (e) as permitted under Section IV of the Requirements or any other provision of this Access Agreement, (f) to counterparties to trades negotiated using the PORTAL Alliance Platform to provide relevant transaction information, or (g) as required by applicable law, regulation or order, including in connection with any judicial, regulatory, self-regulatory or administrative proceeding, or in connection with any regulatory report, audit or inquiry or other request for information from a regulatory, self-regulatory or legislative body of competent jurisdiction. No provision in this Access Agreement shall impair any right, interest, or use of Recognized QIB/QP Data granted by operation of applicable law.
3. Notwithstanding anything to the contrary in this Section II, nothing in this Access Agreement shall restrict the ability of a Recognized QIB/QP to use trade data from the Recognized QIB/QP's transactions in PORTAL Alliance Securities in the ordinary course of such Recognized QIB/QP's business, irrespective of whether such data also constitutes PORTAL Alliance Information; *provided, however*, that such use shall not constitute a general solicitation or general advertising within the meaning of Rule 502 under the Securities Act.

III. PORTAL Alliance Information.

1. Each Recognized QIB/QP agrees that it and its Permitted Recipients (as defined below) will use any information (including PORTAL Alliance Data, as defined in the Requirements) that it obtains from its use of the PORTAL Alliance Platform that is not otherwise made public (other than by breach of any duty of confidentiality) ("PORTAL Alliance Information") only for purposes of evaluating or monitoring its investment in the PORTAL

Alliance Securities and will not disclose any PORTAL Alliance Information to any person who is not a Recognized QIB/QP eligible to invest in such securities or a partner, director, officer, employee, affiliate, advisor, consultant or third-party service provider of the Recognized QIB/QP (each of which such Recognized QIB/QP or other person is bound by confidentiality obligations at least as restrictive as those contained herein) who the Recognized QIB/QP determines needs to know such information (the Recognized QIB/QP and such other Recognized QIB/QPs and other persons are hereinafter collectively referred to as "Permitted Recipients"), except (i) with the consent of the Company and the relevant issuer, (ii) as may be required by applicable law, regulation or order, including in connection with any judicial, regulatory, self-regulatory or administrative proceeding, or in connection with any regulatory report, audit or inquiry or other request for information from a regulatory, self-regulatory or legislative body of competent jurisdiction, or (iii) as may be reasonably necessary in the ordinary course of the performance of services by a designated liquidity provider for a relevant issuer of PORTAL Alliance Securities (a "Designated Liquidity Provider") with respect to its customers or prospective customers. If PORTAL Alliance Information is so requested or required to be disclosed (except by a Designated Liquidity Provider to its customers or prospective customers, as provided above), the Recognized QIB/QP will promptly notify the Company to the extent permitted by applicable law. The Recognized QIB/QP agrees to advise all Permitted Recipients of their obligations concerning PORTAL Alliance Information and agrees to take all steps reasonable or necessary to monitor and ensure satisfaction by all Permitted Recipients of these obligations.

IV. Term and Termination.

1. This Access Agreement shall be effective as of the date set forth on the signature page hereto (the "Effective Date") and, unless this Access Agreement is otherwise terminated, shall continue in full force and effect until a Party elects to terminate this Access Agreement by providing the other Party with at least thirty (30) days' prior written notice of its intention to terminate. Upon termination of this Access Agreement, the Recognized QIB/QP shall cease any and all access to the PORTAL Alliance Platform. The right of termination set forth in this Section IV.1 is in addition to any other remedy at law or in equity that is available with respect to a breach by the other Party.
2. Notwithstanding the foregoing, The PORTAL Alliance may suspend the Recognized QIB/QP's access to The PORTAL Alliance Platform:
 - i. at any time if more than sixteen (16) months have elapsed from the most recent date set forth in item (iii) of the Access Agreement Certification section herein or in the equivalent provision of the Recognized QIB/QP's Update Access Agreement, as the case may be;
 - ii. immediately, in the event that the Recognized QIB/QP becomes insolvent; or the Recognized QIB/QP makes an assignment for the benefit of creditors; or the Recognized QIB/QP does not pay its debts as they become due or admits, in writing, its inability to pay its debts when due; or the Recognized QIB/QP files or has filed against it any petition under any provision of applicable bankruptcy law or an application for a receiver, trustee, or custodian is made by anyone or the Recognized QIB/QP becomes the subject of any proceedings of bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition with creditors;
 - iii. immediately, in the event that the Recognized QIB/QP is not permitted to view the PORTAL Alliance Platform or The PORTAL Alliance is prevented from disseminating data from the PORTAL Alliance Platform, or any part thereof, to such Recognized QIB/QP; or any representation, warranty or Access Agreement Certification made by the Recognized QIB/QP in this Access Agreement or in any other document furnished by the Recognized QIB/QP is, as of the time made or furnished, false or misleading; or The PORTAL Alliance, in its sole discretion, determines that any failure on the part of the Recognized QIB/QP to comply with this Access Agreement has or is likely to have an adverse impact on the operation or performance of the PORTAL Alliance Platform or the system on which it operates; or
 - iv. upon not less than fifteen (15) days' prior written notice, in the event of any other breach of this Access Agreement by the Recognized QIB/QP or in the event that any representation, warranty or certification made by the Recognized QIB/QP in any other document furnished by the Recognized QIB/QP is or becomes untrue or inaccurate and such breach or other representation, warranty or certification is not made true or accurate within the notice period.
3. The PORTAL Alliance may at any time without liability to any Recognized QIB/QP suspend or restrict access to the PORTAL Alliance Platform or discontinue displaying or transmitting any information in response to market conditions or orders or requests from regulatory authorities, or in order to comply with applicable law, to respond to fraudulent activity or to prevent actions compromising the normal operation, integrity or security of the PORTAL Alliance Platform.

4. Other than as provided under Section IV.2.iv, no notice shall be required to be delivered to a Recognized QIB/QP prior to the suspension or other restriction of such Recognized QIB/QP's access to the PORTAL Alliance Platform as provided in this Section IV; provided, however, that notice of such suspension shall be provided to such Recognized QIB/QP as promptly as reasonably practicable following such suspension.
5. Upon termination of this Access Agreement for any reason, the Recognized QIB/QP shall cease using the PORTAL Alliance Platform and return to The PORTAL Alliance, or destroy, all proprietary information of The PORTAL Alliance or its suppliers, except as may be required to be retained under applicable law or to the extent such data constitutes trade data from the Recognized QIB/QP's transactions in PORTAL Alliance Securities; provided, however, that such data shall not be used in a manner that constitutes a general solicitation or general advertising within the meaning of Rule 502 of the Securities Act.

V. Arbitration.

1. All claims, disputes, controversies, and other matters in question between the Parties to this Access Agreement and the Parties' employees, directors, agents and associated persons arising out of, or relating to this Access Agreement, or to the breach hereof, shall be settled by final binding arbitration in accordance with the Requirements.

VI. Governing Law.

1. This Access Agreement shall be deemed to have been made in the United States, State of New York, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof that would require application of the laws of a different jurisdiction. For all matters not subject to the arbitration provisions set forth in the Requirements, the Recognized QIB/QP hereby consents to submit to the jurisdiction of the federal and state courts in the Borough of Manhattan in The City of New York in connection with any action or proceeding instituted relating to this Access Agreement, and waives, to the fullest extent it may effectively do so, any defense based on inconvenient forum, improper venue or lack of jurisdiction to the maintenance of any action or proceeding.

VII. Amendment; Waiver; Severability.

1. The Recognized QIB/QP may not alter any terms and conditions of this Access Agreement, and no modification to this Access Agreement proposed by the Recognized QIB/QP will be binding, unless in writing and manually signed by an authorized representative of each Party hereto. This Access Agreement may also be amended (a) in any manner that does not adversely affect in any material respect the Recognized QIB/QP, by the Company without the consent of any person, upon the 30th day after notice to the Recognized QIB/QP of such proposed amendment or (b) as the Company deems necessary, desirable or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any U.S. federal or state or non-U.S. agency or judicial authority (including any applicable domestic or foreign industry self-regulatory organization of competent jurisdiction) or contained in any applicable U.S. federal or state or non-U.S. statute, without the consent of any person, upon the 30th day after notice to the Recognized QIB/QP of such proposed amendment or such shorter period as may be required.
2. No failure on the part of The PORTAL Alliance or the Recognized QIB/QP to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Access Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Access Agreement.
3. If any of the provisions of this Access Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Access Agreement, or the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Access Agreement shall be valid and enforceable to the fullest extent permitted by law.

VIII. Survival of Provisions.

1. Sections II.2 and II.3, III, IV.5, V, VI and VIII of this Access Agreement and Sections VI – VIII and X of the Requirements shall survive any termination of this Access Agreement.

IX. Entire Agreement.

1. This Access Agreement, together with the Requirements, as each such document may be added to, deleted from, or amended from time to time, constitute the entire agreement between the Parties with respect to the

subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings. In the event of any conflict between the provisions of this Access Agreement and the Requirements, the order of preference shall be the Requirements and then this Access Agreement. All personal pronouns used in this Access Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable. The use of the singular in this Access Agreement shall include the plural, and vice versa. References to agreements (including this Access Agreement) and other contractual instruments include subsequent amendments, assignments and other modifications thereto, but only to the extent such amendments, assignments or other modifications are permitted thereunder. Section headings are included for convenience only and are not to be used to construe or interpret this Access Agreement. All references contained herein to sections or subsections shall refer to the sections or subsections of this Access Agreement, unless specific reference is made to the sections or subsections of another document.

X. Affiliated Recognized QIB/QPs.

1. Schedule A to this Access Agreement is to facilitate the execution of this Access Agreement in circumstances where a person has the power and authority to enter into this Access Agreement for and on behalf of more than one institutional investor that satisfies the criteria set forth in this Access Agreement to be a Recognized QIB/QP. By executing and delivering this Access Agreement, the person executing this Access Agreement as Authorized Signatory is causing each party listed on Schedule A hereto to enter into such Access Agreement. Such person hereby (1) represents, warrants and agrees that it has the power and authority to execute this Access Agreement on behalf of the Recognized QIB/QP listed on the signature page hereto and each party listed on Schedule A and that each such party can (and hereby does) independently make the representations, warranties and agreements included in this Access Agreement, including without limitation those contained in the Access Agreement section herein, (2) certifies that the undersigned Authorized Signatory is the applicable Recognized QIB/QP's chief financial officer, a person fulfilling an equivalent function or other executive officer of the Recognized QIB/QP or, if the Recognized QIB/QP is a member of a "family of investment companies" as defined in Rule 144A, the undersigned Authorized Signatory is an executive officer of the Recognized QIB/QP's investment adviser and (3) agrees that it shall provide such information as may be reasonably requested to confirm that it has such power and authority, and it is further agreed that the Recognized QIB/QP listed on the signature page hereto and each party listed on Schedule A hereto will be deemed to have entered into a separate Access Agreement and such Access Agreement shall be interpreted and enforced on such basis.

The individual executing this Access Agreement certifies that he/she is the Recognized QIB/QP's chief financial officer, a person fulfilling an equivalent function, or another executive officer. If the Recognized QIB/QP is a member of a "family of investment companies", this Access Agreement must be executed by an executive officer of such Recognized QIB/QP's investment advisor.

Recognized QIB/QP Legal Name:	Recognized QIB/QP Address:	Recognized QIB/QP Tax ID No./EIN	Recognized QIB/QP General E-mail Address:
Principal Contact Full Name:	Principal Contact Telephone:	Principal Contact E-mail Address:	Principal Contact Screen Name:
Principal Contact Department:	Principal Contact Address:	Principal Contact Organization:	Principal Contact Nasdaq Market Participant ID (broker/dealer only):

Recognized QIB/QP:

By: _____

Authorized Signatory Name: _____

Title: _____

Date: _____

The PORTAL Alliance LLC

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

	Affiliated Recognized QIB/QPs			Principal Contact		
1.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:
2.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:

3.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:
4.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:

5.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:
6.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:

7.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:
8.	Legal Name: Address (if different from Parent):	Funds Invested: Date:	Tax ID No./EIN: Non-ERISA Entity (Yes/No):	Full Name: Department: Organization: Email:	Phone: Street Address: City, State, Zip: Country:	Nasdaq Market Participant ID (broker/dealer only): Screen Name: Request Date:

SCHEDULE B

List of Initial Authorized Users of the PORTAL Alliance Platform.
Additional Users may be added at any time in the future at www.portalalliancemarket.com

Name	Title	Phone	E-mail	Bloomberg UUID*

* The Bloomberg UUID is the Unique User Identification Number assigned to Bloomberg Users, which is used to permission access to PORTAL Alliance Data (as defined in the Requirements) through the Bloomberg Private Equity Ticker functionality. If the UUID is not provided, a Bloomberg user will not be able to view PORTAL Alliance Data on the user's Bloomberg terminal.