

TAMAR ALLIANCE PARTNERS FUND I, L.P.

SUBSCRIPTION AGREEMENT

TAMAR ALLIANCE PARTNERS FUND I, L.P.

c/o Tamar Alliance GP 1 Limited

c/o Walkers Corporate Limited

Cayman Corporate Centre, 27 Hospital Road,

George Town, Grand Cayman KY1-9008, Cayman Islands

Re: TAMAR ALLIANCE PARTNERS FUND I, L.P. (the “Partnership”)

Ladies and Gentlemen:

The undersigned investor (the “**Investor**”) hereby irrevocably and unconditionally applies to become a Limited Partner in Tamar Alliance Partners Fund I, L.P. (the “**Partnership**”), a Cayman Islands exempted limited partnership registered under the Exempted Limited Partnership Law (as amended) of the Cayman Islands (the “**Partnership Law**”), and to subscribe to purchase the Partnership Interest in the amount specified on the signature page of this Subscription Agreement (upon acceptance by the General Partner, the “**Commitment**”) on the terms and conditions described herein and in the Amended and Restated Exempted Limited Partnership Agreement of the Partnership, as the same may be amended from time to time (the “**Partnership Agreement**”).

The information requested in this Subscription Agreement is needed in order to ensure compliance with applicable laws and regulations.

The Investor represents and warrants to Tamar Alliance GP 1 Limited, a Cayman Islands exempted company and the general partner of the Partnership (the “**General Partner**”), and to the Partnership that (1) the information contained herein is complete and accurate as of the date given and as of the closing of the Investor’s subscription for a Partnership Interest (the “**Closing Date**”) and may be relied upon by the General Partner and the Partnership, and (2) the Investor will notify the General Partner immediately of any change in any of the information contained herein occurring prior to the acceptance or rejection of the Investor’s subscription for a Partnership Interest; provided, that the Investor shall in no event be liable for an amount greater than the amount of its Commitment. The Investor undertakes to provide the bank account information on page 13 of this Subscription Agreement on or before the Closing Date and represents and warrants to the General Partner and the Partnership that such information will be complete and accurate as of the Closing Date and may be relied upon by the General Partner and the Partnership.

The Investor also understands and agrees that, although the Partnership will use its commercially reasonable efforts to keep the information provided in the answers to this Subscription Agreement confidential, the Partnership may present this Subscription Agreement and the information provided in answers to it to such parties as it deems advisable if called upon to establish the availability under any applicable law of an exemption from registration of the Partnership Interests or if the contents thereof are

relevant to any issue in any action, suit, or proceeding to which the Partnership is a party or by which it is or may be bound.

The Investor agrees that the General Partner's acceptance of this Subscription Agreement shall constitute the General Partner's agreement to admit the Investor as a Limited Partner on the terms of the Partnership Agreement as if the Investor were a party to such agreement and in this regard, the Investor hereby appoints the General Partner and each of its officers (all acting severally), or the successor thereof as general partner of the Partnership, with full power of substitution, as its true and lawful representative and attorney in fact, and agent of the Investor, to execute, acknowledge, verify, swear to, deliver, record and file, in the Investor's name, place and stead and on its behalf the Partnership Agreement, any amendments to the Partnership Agreement (to the extent such amendments are authorized pursuant to the terms of the Partnership Agreement) or any statutory forms that are required to be completed in relation to the Investor's admission to the Partnership. The power of attorney granted hereby is intended to secure an interest in property and, in addition, the obligations of each relevant Limited Partner (including but not limited to the Investor) under this Subscription Agreement, and shall be irrevocable. The Investor hereby agrees not to revoke this power of attorney. Any attempted revocation by the Investor of any power of attorney granted under this Subscription Agreement shall constitute a default by the Investor hereunder and the Partnership shall be entitled to any right or remedy provided by law or equity in respect of such default, including the recovery from the Investor of all costs and expenses (including attorneys' fees) incurred by or on behalf of the Partnership as a result of such default, and the institution of an action for specific performance of the Investor's obligations hereunder (it being understood that a remedy at law may be inadequate in respect of such default). Any such payment made by the Investor or recovery of costs and expenses made from the Investor shall not constitute a Commitment. The Investor further confirms and ratifies the execution of the Partnership Agreement, including the granting of a power of attorney contained therein, by the General Partner or any one of its officers, on its behalf.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Partnership Agreement, a form of which the Investor has received from the Partnership.

The Investor hereby agrees as follows:

I. SUBSCRIPTION FOR AN INTEREST

(A) The Investor hereby irrevocably subscribes for and agrees to acquire a Partnership Interest on the terms provided for herein and in the Partnership Agreement. The Investor understands that it is not entitled to cancel, terminate or revoke this subscription or any agreements of the Investor under this Subscription Agreement. The Investor acknowledges and agrees that it shall be obligated to make capital contributions to the Partnership in respect of its Commitment at such times and in such manner as is determined by the General Partner pursuant to the Partnership Agreement. The Investor agrees to and understands the terms and conditions upon which the Partnership Interests are being offered, including, without limitation, the investment considerations and risks inherent in an investment in an illiquid vehicle that lacks an operating and that may not achieve its investment objective.

(B) The Investor hereby agrees that by its execution, or execution on its behalf, of this Subscription Agreement and the Partnership Agreement and upon acceptance hereof by the General Partner on behalf of the Partnership, it shall become a limited partner of the Partnership (a "**Limited Partner**").

II. PAYMENT BY THE INVESTOR

The Investor hereby agrees, upon acceptance of its subscription to acquire a Partnership Interest, to contribute to the Partnership, at the times and in the amounts contemplated by, and otherwise in accordance with the terms of, the Partnership Agreement, capital in a total amount equal to the Commitment stated at the top of this Subscription Agreement, as such amount may be adjusted in accordance with the terms of the Partnership Agreement.

III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

The Investor hereby represents and warrants to, and agrees with, the General Partner and the Partnership that the following statements are true as of the date hereof and will be true and correct as of the Closing Date:

(A) The Investor is acquiring the Partnership Interest for its own account, solely for investment purposes and not with a view to resale or distribution thereof. The Investor is not obligated to sell or transfer such Partnership Interest purchased hereunder pursuant to any binding agreement, undertaking or arrangement and the Investor has no current plan or intention to sell or otherwise dispose of such Partnership Interest in any transaction that could be integrated with the purchase and sale of Partnership Interests contemplated by this Subscription Agreement.

(B) The Investor acknowledges that (i) the offering and sale of the Partnership Interests have not been and will not be registered under the United States Securities Act of 1933, as amended from time to time (the “**Securities Act**”) or the securities laws of any U.S. state or non-U.S. jurisdiction, and are being made in reliance upon U.S. federal and state exemptions for transactions not involving a public offering or rules governing offers and sales made outside the United States, and under any applicable non-U.S. exemptions from registration, and (ii) the Partnership will not be registered as an investment company under the United States Investment Company Act of 1940, as amended from time to time (the “**Investment Company Act**”). In furtherance thereof, the Investor represents and warrants that (1) it is not a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act, which definition is reproduced for reference in Annex A), (2) it is not acquiring the Partnership Interest for the benefit of a “U.S. person” nor with a view to the offer, sale or delivery, directly or indirectly, of the Partnership Interest within the United States or to a “U.S. person”, (3) the offer to purchase the Partnership Interest was not made to the Investor while the Investor was in the United States, (4) the Investor was not in the United States at the time the offer was accepted and (5) if the Investor is an entity, the Investor was not organized for the specific purpose of acquiring the Partnership Interest (a person representing to each of (1), (2), (3), (4) and, if applicable, (5), an “**Eligible Non-U.S. Subscriber**”). The Investor agrees (x) to notify the General Partner of any change in any information herein occurring at any time prior to the dissolution of the Partnership pursuant to the Law and (y) to provide the General Partner with any additional information that its agents or delegates may require during the term of the Partnership to enable any of them to comply with any applicable anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures. The Investor represents and warrants that it is not a member of the public in the Cayman Islands.

(C) The Investor (either alone or together with any professional advisors retained in connection with the Subscriber’s evaluation of the merits and risks of prospective investments) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing a Partnership Interest, and is able to bear the economic risk of such investment, including a

complete loss. The Investor understands that (i) the Partnership Interest has not been and will not be registered under the Securities Act or the securities laws of any U.S. state or non-U.S. jurisdiction and accordingly may not be offered, sold, transferred or pledged unless the Partnership Interests are duly registered under the Securities Act and all other applicable securities laws or such offer or sale is made in accordance with an exemption from registration (including, if applicable, Regulation S), (ii) substantial restrictions will exist on transferability of the Partnership Interest, (iii) no market for resale of any Partnership Interest exists or is expected to develop, (iv) the Investor may not be able to liquidate its investment in the Partnership and (v) any instruments representing a Partnership Interest may bear legends restricting the transfer thereof.

(D) In connection with the purchase of a Partnership Interest, the Investor meets all suitability standards imposed by applicable law.

(E) The Investor understands that the offering and sale of Partnership Interests in non-U.S. jurisdictions may be subject to additional restrictions and limitations and represents and warrants that it is acquiring its Partnership Interest in compliance with applicable law, including in those jurisdictions in which the Investor is resident and in which such acquisition is being consummated. If the Investor is resident or domiciled in Hong Kong, the Investor represents that it qualifies as a professional investor as defined in the Securities and Futures Ordinance, Cap. 571 Laws of Hong Kong. Further, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained, and no registrations or other filings are required to be made, in connection with the purchase of a Partnership Interest by the Investor.

(F) The Investor has been furnished with, and has read carefully and understands, the Partnership Agreement and this Subscription Agreement (collectively, the “**Offering Materials**”) and has been given the opportunity to (i) ask questions of, and receive answers from, the General Partner or an Affiliate thereof concerning the terms and conditions of the offering and other matters pertaining to an investment in the Partnership and (ii) obtain any additional information that the General Partner can acquire without unreasonable effort or expense that is necessary to evaluate the merits and risks of an investment in the Partnership. In considering a subscription for a Partnership Interest, the Subscriber has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the General Partner, any of its Affiliates, or any of the General Partner’s or its respective Affiliates’ directors, officers, employees or agents, other than as set forth in the Offering Materials. The Investor has carefully considered and has, to the extent it believes such discussion necessary, discussed with its legal, tax, accounting and financial advisers the suitability of an investment in the Partnership in light of its particular tax and financial situation, and has determined that the Partnership Interest being subscribed for by it hereunder is a suitable investment for it.

(G) The Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and 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 corporate or other action on its behalf, require no action by or in respect of, or filing with, any nation or government, state or other political subdivision thereof or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (“**Governmental Authority**”) (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 of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Investor is a party or by which the Investor or any of the Investor’s properties is

bound. The signature, on behalf of the Investor, on the Investor Signature Page is genuine, and the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes, and the Partnership Agreement, when executed and delivered, will constitute, a valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms.

(H) The Investor represents and warrants that it is not aware of any non-U.S. laws or regulations that might restrict its ability to make Capital Contributions pursuant to the Partnership Agreement.

(I) The Investor either (i)(A) is subscribing for a Partnership Interest solely for its own account, own risk and own beneficial interest, (B) has carried out thorough due diligence as to, and established the identities of, its Related Persons¹, holds the evidence of such identities and will maintain all such evidence for at least five years from the date of the completion of the liquidation of the Partnership, and will make such information available to the Partnership and the General Partner upon the General Partner's request, and (C) does not have the intention or obligation to sell, pledge, charge or otherwise encumber, distribute, assign or transfer all or a portion of the Partnership Interests to any other person (whether directly or indirectly, including through any option, swap, forward or any other hedging or derivative transaction), or (ii)(A) is subscribing for a Partnership Interest as a record owner and will not have a beneficial ownership interest in the Partnership Interest, (B) is acting as an agent, trustee, representative, intermediary, nominee or in a similar capacity for one or more natural persons, Entities, nominee accounts or beneficial owners (each such Person, if any, for whom the Investor acts as agent, trustee, representative, intermediary, nominee or in a similar capacity, an "**Underlying Beneficial Owner**"), and understands and acknowledges that the representations, warranties and agreements made in this Subscription Agreement are made by the Investor with respect to both the Investor and each such Underlying Beneficial Owner, (C) has all requisite power and authority from each such Underlying Beneficial Owner to execute and perform the obligations under this Subscription Agreement, (D) has carried out thorough due diligence as to, and established the identity of, each such Underlying Beneficial Owner (and, if an Underlying Beneficial Owner is not a natural person, the identities of such Underlying Beneficial Owner's Related Persons (to the extent applicable)), holds the evidence of such identities and will maintain all such evidence for at least five years from the date of the completion of the liquidation of the Partnership and will make such information available to the Partnership and the General Partner upon the General Partner's request, and (E) does not have the intention or obligation to sell, pledge, charge or otherwise encumber, distribute, assign or transfer all or a portion of the Partnership Interests to any person (whether directly or indirectly, including through any option, swap, forward or any other hedging or derivative transaction) other than any such Underlying Beneficial Owner.

(J) The proposed investment in the Partnership by the Investor or any Underlying Beneficial Owner, as the case may be, will not directly or indirectly contravene any applicable anti-money laundering laws, rules and regulations (a "**Prohibited Investment**"), and no capital contribution to the Partnership by such Investor or, if applicable, any Underlying Beneficial Owner will be derived from any illegal or illegitimate activities. The Investor does not know or have any reason to suspect that the proceeds from the Investor's

¹ A "**Related Person**" means, with respect to any Entity, any investor, director, senior officer, trustee, beneficiary or grantor of such Entity; provided, that, in the case of (a) an Entity the securities of which are listed on a national securities exchange or quoted on an automated quotation system in the United States (a "**Publicly Traded Company**"), (b) an Entity that is a wholly-owned subsidiary of a Publicly Traded Company or (c) a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is (i) organized in the United States or (ii) any United States government or any state department or other political subdivision thereof or any governmental body, agency, authority or instrumentality in any non-U.S. jurisdiction exercising executive, legislative, regulatory or administrative functions of or pertaining to government (a "**Qualified Plan**"), the term "Related Person" excludes the investors and beneficiaries of such Publicly Traded Company or such Qualified Plan.

investment in the Partnership Interest will be used to finance any illegal activities. The Investor acknowledges that it will not be admitted as a Limited Partner until such time as the General Partner has received and is satisfied with all the information and documentation requested to verify the Subscriber's identity. Where, at the discretion of the General Partner, the Investor is admitted as a Limited Partner prior to the General Partner having received all the information and documentation required to verify the Investor's identity, the General Partner reserves the right to refuse to make any payment or distribution to the Investor to which the Investor would otherwise be entitled, until such time as the General Partner has received and is satisfied with all the information and documentation requested to verify the Investor's identity.

(K) The Investor represents that the Partnership Interest is to be purchased with, and all capital contributions to be made in respect of such Partnership Interest will be made with, funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property within the meaning given in the Proceeds of Crime Law (2017 Revision) of the Cayman Islands.

(L) The Investor is, as at the date of this Subscription Agreement, a "sophisticated person" or a "high net worth person" as defined by the Securities Investment Business Law (2015 Revision) of the Cayman Islands.² The Investor is, as at the date of this Subscription Agreement, an "Institutional Professional Investor", a "Corporate Professional Investor" or an "Individual Professional Investor" as defined by the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

(M) Neither the Investor nor, if applicable, any Underlying Beneficial Owner or Related Person, is, receives deposits from, makes payments to or conducts transactions with, a foreign bank without a physical presence in any country other than a foreign bank that (i) is an Affiliate of a depository institution, credit union or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable, (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank (each, a "**Regulated Affiliate**"), (iii) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (iv) employs one or more individuals on a full-time basis, (v) maintains operating records related to its banking activities, (vi) is subject to inspection by the banking authority which licensed the foreign bank to conduct banking activities and (vii) does not provide banking services to any other foreign bank that does not have a physical presence in any country and that is not a Regulated Affiliate.

(N) Except as otherwise disclosed to the General Partner in writing: (i) neither the Investor nor, if applicable, any Underlying Beneficial Owner or Related Person, is resident in, or organized or chartered under the laws of, any foreign country that has been designated by the Financial Action Task Force as having strategic deficiencies in its anti-money laundering and counter-terrorist financing standards (a

² A "**sophisticated person**" means a person (a) regulated by the Cayman Islands Monetary Authority; (b) regulated by a "recognized overseas regulatory authority" (as that term is defined in the Securities Investment Business Law (2015 Revision) of the Cayman Islands, as amended from time to time); (c) any of whose securities are listed on "recognized securities exchange" (as that term is defined in the Securities Investment Business Law (2015 Revision) of the Cayman Islands, as amended from time to time); or (d) who: (i) by virtue of knowledge and experience in financial and business matters is reasonably to be regarded as capable of evaluating the merits of a proposed transaction; and (ii) participates in transactions with a value or in monetary amounts of at least C\$80,000 (approximately US\$100,000) or its equivalent in any other currency, in the case of each single transaction. A "**high net worth person**" means (a) an individual whose net worth is at least C\$800,000 (approximately US\$1,000,000) or its equivalent in any other currency; or (b) any person that has total assets of not less than C\$4,000,000 (approximately US\$5,000,000) or its equivalent in any other currency.

“**Strategically Deficient Jurisdiction**”); (ii) the capital contributions of the Investor and, if applicable, any Underlying Beneficial Owner, do not originate from, and will not be routed through, an account maintained at (A) a Foreign Shell Bank³, (B) a foreign bank (other than a Regulated Affiliate) that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license, or (C) a bank organized or chartered under the laws of a Strategically Deficient Jurisdiction; and (iii) neither the Investor nor, if applicable, any Underlying Beneficial Owner or Related Person, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

(O) The Investor acknowledges and agrees that any distributions paid to it by the Partnership will be paid to, and any capital contributions made by it to the Partnership will be made from, an account in the Investor’s name unless the General Partner, in its discretion, agrees otherwise.

(P) The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in any document (including the Partnership Agreement and any side letter or similar agreement), if, following the Investor’s investment in the Partnership, the General Partner reasonably believes that the investment is or has become a Prohibited Investment or if otherwise required by law, the General Partner, acting on behalf of the Partnership, may be obligated to “freeze the account” of the Investor, either by prohibiting additional capital contributions, restricting any distributions or declining any requests to transfer the Investor’s Partnership Interest or segregating the assets in the Investor’s account in compliance with applicable law. In addition, in any such event, the Investor (i) may forfeit its Partnership Interest, (ii) may be forced to withdraw from the Partnership or (iii) may otherwise be subject to the remedies required by law, and the Investor shall have no claim against any Indemnified Party for any form of damages as a result of any of the actions described in this Section (P). The General Partner may also be required to report such action and to disclose the Subscriber’s identity or provide other information with respect to the Subscriber to Governmental Authorities.

(Q) The Investor agrees to promptly notify the General Partner should the Investor become aware of any change in the information set forth in this Section III. The Investor represents and warrants that the Investor has not altered or otherwise revised this Subscription Agreement in any manner from the version initially received by the Investor.

(R) The Investor agrees to promptly provide any information requested by the General Partner which the General Partner reasonably believes will enable the Partnership or its agents to comply with all applicable anti-money laundering laws, rules and regulations, including the Proceeds of Crime Law (2017 Revision), the Misuse of Drugs Law (2017 Revision), the Terrorism Law (2017 Revision), the Money Laundering Regulations (2015 Revision) and the Guidance Notes on the Prevention and Detection of Money Laundering in the Cayman Islands, and any other laws, rules and regulations applicable to an investment held or proposed to be held by the Partnership and information related to the Investor necessary to allow the Partnership or its agents to comply with any tax reporting, tax withholding or tax payment obligations of the Partnership or such agents or to establish any legal entitlement to an exemption from, or reduction of, withholding or any other taxes or similar payments with respect to the Partnership or any Portfolio Company. The Investor understands and agrees that the General Partner, the Partnership or their agents may release confidential information about the Investor and, if applicable, any Underlying Beneficial Owner or Related Person to any person, if the General Partner, in its discretion, determines that

³ A “**Foreign Shell Bank**” means a foreign bank without a physical presence in any country that is not a Regulated Affiliate.

such disclosure is necessary, advisable or in the best interests of the Partnership in light of relevant laws, rules and regulations concerning Prohibited Investments, and any such disclosure will not be treated as a breach of any restriction upon the disclosure of information imposed on any such Person by law or otherwise.

(S) The Investor acknowledges and agrees that: (i) the Partnership has only recently been formed and has no financial or operating history; (ii) there are substantial risks incident to purchasing a Partnership Interest; (iii) the General Partner and its Affiliates will receive substantial compensation in connection with the management of the Partnership; (iv) neither the General Partner nor any of its Affiliates has acted as or is an agent or employee of or has advised the Investor in connection with the investment in the Partnership by the Investor; (v) no U.S. federal, state, local or non-U.S. agency has passed upon the Partnership Interests or made any finding or determination as to the fairness of the Investor's investment; and (vi) any investment returns set forth in any materials supplied by the General Partner or its Affiliates to the Investor are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Partnership.

(T) The Investor is not subscribing for a Partnership Interest as a result of (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet, in each case, relating to the Partnership, or (ii) any seminar or meeting whose attendees, including the Investor, have been invited by any general solicitation or general advertising relating to the Partnership.

(U) The Investor acknowledges that the General Partner has retained Mayer Brown JSM in connection with the formation of the Partnership and related matters. Mayer Brown JSM is not representing and will not represent the Investor or any other Limited Partner in any respect whatsoever, including in any dispute that may arise between any Limited Partner, on one hand, and the General Partner or the Partnership, on the other hand. Furthermore, the Investor acknowledges and agrees that except for any opinions specifically set forth in a signed opinion letter issued by Mayer Brown JSM, Mayer Brown JSM is not providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to any Limited Partner.

(V) The Investor acknowledges and understands that if any Person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another Person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to such Person's attention in the course of business in the regulated sector, or other trade, profession, business or employment, such Person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (2017 Revision) of the Cayman Islands, if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher pursuant to the Terrorism Law (2017 Revision) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Any such report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise and the fact of such disclosure shall not give rise to any liability for the disclosure.

(W) The Investor represents that it is not named on a list of prohibited entities and individuals maintained by the US Treasury Department's Office of Foreign Assets Control ("OFAC") or under the European Union ("EU") and United Kingdom ("UK") Regulations (as extended to the Cayman Islands by Statutory Instrument), and is not operationally based or domiciled in a country or territory in relation to which current

sanctions have been issued by the United Nations, EU, USA or UK (collectively “**Sanctions Lists**”). The Investor acknowledges and agrees that where the Investor is on a Sanctions List, the Partnership may be required to cease any further dealings with the Investor's interest in the Partnership, until such sanctions are lifted or a licence is sought under applicable law to continue dealings.

IV. ANTI-MONEY LAUNDERING

As part of the General Partner's responsibility for the prevention of money laundering, it will require a detailed verification of the applicant's identity and the source of payment. Depending on the circumstances of each application, a detailed verification might not be required where:

(A) the applicant is a recognised financial institution which is regulated by a recognised regulatory authority and carries on business in a country listed in Schedule 3 of the Money Laundering Regulations (as amended) of the Cayman Islands (as amended) (a “**Schedule 3 Country**”); or

(B) the application is made through a recognised intermediary which is regulated by a recognised regulatory authority and carries on business in a Schedule 3 Country. In this situation the General Partner may rely on a written assurance from the intermediary that the requisite identification procedures on the applicant for business have been carried out; or

(C) the subscription payment is remitted from an account (or joint account) held in the applicant's name at a bank in the Cayman Islands or a bank regulated in a Schedule 3 Country.

In this situation the General Partner may require evidence identifying the branch or office of the bank from which the monies have been transferred, verify that the account is in the name of the applicant and retain a written record of such details.

The General Partner reserves the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the General Partner will refuse to accept the application and the subscription monies relating thereto.

If any person who is resident in the Cayman Islands (including the General Partner) has a suspicion that a payment to the Partnership (by way of subscription or otherwise) contains the proceeds of criminal conduct that person is required to report such suspicion pursuant to The Proceeds of Crime Law (as amended) of the Cayman Islands.

By subscribing, applicants consent to the disclosure by the General Partner of any information about them to regulators and others upon request in connection with money laundering and similar matters both in the Cayman Islands and in other jurisdictions.

V. WITHHOLDING FORMS

The Investor represents, warrants and agrees (for the benefit of the Partnership and of any person or entity who participated in the offer or sale of the Partnership Interest) that it will provide in a timely manner a properly completed U.S. Internal Revenue Service Tax Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, and any other forms or documents as required by the General Partner (including but not limited to the Self-Certification

Form attached to this Subscription Agreement), and to the extent the Investor has provided a W-8IMY, the Investor represents, warrants and agrees that it will provide properly completed withholding certificates for its beneficial owners. If providing a W-8IMY, the Investor agrees that the Partnership may charge the Investor for any incremental tax accounting expenses incurred as a consequence of Investor's structure. The Investor shall (a) promptly inform the General Partner of any change in such information and (b) furnish to the Partnership a new properly completed and executed IRS Form W-9, appropriate IRS Form W-8 (and any accompanying required documentation), as may be requested from time to time by the General Partner and as may be required under the Internal Revenue Service instructions to such forms, the Code, any applicable Treasury Regulations or any other applicable law or regulation. The Investor shall cooperate with the General Partner to provide in a timely manner any other information, form, disclosure, certification or documentation that the General Partner may reasonably request (including, without limitation, (x) the name, address and taxpayer identification number of any "substantial U.S. owner" of the Investor or other information required to reduce or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Partnership or any other entity in which such entities invest pursuant to (a) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, (b) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard (the "CRS") and any associated guidance, (c) any intergovernmental agreement, treaty or any other arrangement between one jurisdiction and any of the U.S., the United Kingdom or any other jurisdiction (including between any governmental bodies in each relevant jurisdiction) entered into to facilitate, implement, comply with or supplement the legislation, regulations, or guidance described in the foregoing clauses (a) and (b), or (d) any similar regime under non-U.S. law implementing the foregoing clauses (a), (b) or (c) ("FATCA") and (y) any other information reasonably requested by the General Partner that is necessary for the Partnership to comply with its obligations pursuant to FATCA) in order to maintain appropriate records and provide for withholding amounts, if any, relating to the Investor's interest in the Partnership, or otherwise as the General Partner deems reasonably necessary for the conduct of the Partnership's affairs. In the event that the Investor fails to provide any such information regarding U.S. tax withholding, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their affiliates shall have no obligation or liability to the Investor with respect to any U.S. tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be disclosed to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with FATCA) and provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. In addition, the Investor consents to the use of any information provided by the Investor for purposes of complying with Sections 1471-1474 of the Code or any agreement between the United States and any non-U.S. jurisdiction implementing such Code sections or any laws, rules or regulations pursuant to such an agreement and/or for the purposes of complying with the FATCA. Without limiting the generality of the foregoing, the Investor agrees to waive any provision of foreign law that, absent such waiver, would prevent any reporting of information referred to in Section 1471(b) or (c) of the Code or pursuant to the FATCA.

VI. GOVERNING LAW; SEPARABILITY OF PROVISIONS.

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 Cayman Islands, without giving effect to any choice or conflict of law provision or rule (whether in Cayman Islands or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Cayman Islands. In furtherance of the foregoing, the law of Cayman Islands 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. Each party hereto hereby submits to the nonexclusive jurisdiction of the courts of the Cayman Islands for the resolution of all matters pertaining to the enforcement and interpretation of this Agreement. The parties hereto waive all right to trial by jury in any action, suit or proceeding arising out of or related to this Agreement.

It is the desire and intent of the parties hereto 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.

The execution of this Subscription Agreement may be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law (2003 Revision) of the Cayman Islands (the "**Electronic Transactions Law**"). Sections 8 and 19(3) of the Electronic Transactions Law do not apply to this Subscription Agreement.

[remainder of page intentionally left blank]

Particulars of the Investor

NAME OF INVESTOR: DCH Tamar LP 1 Limited
(Please provide full legal name)

ADDRESS: 8th Floor, DCH Building, 20 Kai Cheung Road,
(Please provide full postal address) Kowloon Bay, Hong Kong

CONTACT PERSON: Mr. Lai Ni Hium

TITLE AND COMPANY: Executive Director and Chief Executive Officer
Dah Chong Hong Holdings Limited

TELEPHONE: 2768 3388

FACSIMILE: _____

E-MAIL: _____

LEGAL STATUS: *Please tick one.*

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Trust	<input type="checkbox"/> LLC
<input type="checkbox"/> Other _____	<i>(Please specify)</i>

ADDITIONAL CONTACT PERSON: Ms. Fung Kit Yi, Kitty

TITLE AND COMPANY: Executive Director and Chief Financial Officer
Dah Chong Hong Holdings Limited

ADDRESS: 8th Floor, DCH Building, 20 Kai Cheung Road,
Kowloon Bay, Hong Kong

ITEMS TO RECEIVE:

<input checked="" type="checkbox"/> General Notices	<input checked="" type="checkbox"/> Financial Reports
<input checked="" type="checkbox"/> Tax Notices	<input checked="" type="checkbox"/> Legal Notices
<input checked="" type="checkbox"/> Capital Calls	<input checked="" type="checkbox"/> Other

BANK ACCOUNT DETAILS:

*Please provide bank account details
of where distributions are to be sent.*

Bank Name: _____

Bank Address (including Country):

Account No.: _____

Name of Account-Holder: _____

Swift Address: _____

Bank ABA#: _____

For Further Credit: _____

Bank Name: _____

Account No.: _____

Reference: _____

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subscription Agreement as a deed on the date set forth below.

Date: 23 October 2017

Amount of Commitment

US\$ 35,000,000

EXECUTED AS A DEED BY
INVESTOR

By:

DCH Tamar LP 1 Limited

(Print Name of Entity)

By: _____
(Signature)

LAI Ni Hium, Director
(Print Name and Title)

WITNESS

By: _____
(Signature)

TANG Tsz Kin Michael
(Print Name)

For Partnership Use Only

Do not write below this point

Pursuant to the Subscription Agreement and the Partnership Agreement, the subscription of the Investor named below is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner on:

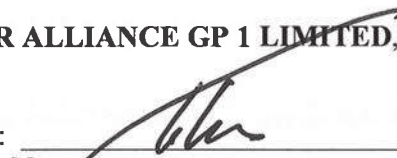
23 October, 2017.

Admitted Investor: DCH Tamar LP 1 Limited

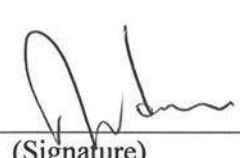
Accepted Commitment US\$ 35,000,000

TAMAR ALLIANCE PARTNERS FUND I, L.P.

By: **TAMAR ALLIANCE GP 1 LIMITED**, its general partner

By: 
Name: KWOK Man Leung
Title: Director

WITNESS

By: 
(Signature)

Andrew Yip

(Print Name)

US FATCA and CRS Self-Certification Forms

Individual Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this form, please refer to accompanying guidelines for completion or contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

Section 1: Account Holder Identification

Account Holder Name	Date of Birth (dd/mm/yyyy)	Place and Country of Birth
---------------------	----------------------------	----------------------------

Permanent Residence Address:

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

Please tick either (a) or (b) or (c) and complete as appropriate.

- (a) I confirm that I am a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:
_____.
- (b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- (c) I confirm that I am not a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

Section 3: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

Section 4: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities. I acknowledge that it is an offence to make a self-certification that is false in a material particular.

Signature: _____

Date: (dd/mm/yyyy): _____

Entity Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this form, please refer to accompanying guidelines for completion or contact your tax advisor.

PART I: General

Section 1: Account Holder Identification

Legal Name of Entity/Branch	Country of incorporation/organisation
------------------------------------	--

Current Residence or Registered Address:

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

PART II: US IGA

Section 2: U.S. Persons

Please tick and complete as appropriate.

- (d) The entity is a **Specified U.S. Person** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

_____.

- (e) The entity is a U.S. Person that is not a Specified U.S. Person. Indicate exemption¹ _____.

If the entity is not a U.S. person, please also complete Section 3.

Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a U.S. Tax Resident

3.1 If the entity is a **Registered Financial Institution**, please tick one of the below categories, and provide the entity's **FATCA GIIN** at 3.1.1.

- (a) Cayman Islands or IGA Partner Jurisdiction Financial Institution
(b) Registered Deemed Compliant Foreign Financial Institution
(c) Participating Foreign Financial Institution

3.1.1 Please provide your *Global Intermediary Identification number (GIIN)*: _____
(if registration in progress indicate so)

3.2 If the entity is a **Financial Institution but unable to provide a GIIN**, please tick one of the below reasons:

- (a) The Entity is a Sponsored Financial Institution and has not yet obtained a GIIN but is sponsored by another entity that has registered as a Sponsoring Entity. Please provide the Sponsoring Entity's name and GIIN.
Sponsoring Entity's Name: _____ Sponsoring Entity's GIIN: _____
- (b) The Entity is a Trustee Documented Trust. Please provide your Trustee's name and GIIN.
Trustee's Name: _____ Trustee's GIIN: _____
- (c) The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution). Indicate exemption: _____
- (d) The Entity is a Non-Participating Foreign Financial Institution

3.3 If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

- (a) The Entity is an **Exempt Beneficial Owner**² Indicate status: _____
- (b) The Entity is an **Active Non-Financial Foreign Entity**³ (including an Excepted NFFE)
i. If the Entity is a Direct Reporting NFFE, please provide the Entity's GIIN: _____
ii. If the Entity is a Sponsored Direct Reporting NFFE, please provide the Sponsoring Entity's name and GIIN.
Sponsoring Entity's Name: _____ Sponsoring Entity's GIIN: _____
- (c) The Entity is a **Passive Non-Financial Foreign Entity**.⁴

¹ Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

² "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.1 of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

³ See definition of *Active Non-Financial Foreign Entity* in Exhibit A

⁴ See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

If you have ticked 3.3(c) (Passive Non-Financial Foreign Entity), please complete either i. OR ii. below

- i. Indicate the full name, address, and tax reference type and number of any *Substantial U.S. Owners*.

If the Entity has chosen to use the definition of ‘Substantial U.S. Owner’ from the U.S. Treasury Regulations in lieu of the definition of ‘Controlling Person’ as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.⁵

Note: The decision to utilize the definition of ‘Substantial U.S. Owner’ in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

Full Name	Full residence address	Tax reference type and number

OR

- ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit A then please complete the following:

Please indicate the name of any *Controlling Person(s)*⁶:

Full Name of any Controlling Person(s)

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

⁵ See definition of *Substantial U.S. Owner(s)* in Exhibit A.

⁶ See definition of *Controlling Person(s)* in Exhibit A.

PART III: Common Reporting Standard

Section 4: Declaration of All Tax Residency [repeat any residences indicated in Part II, Section 2 (US)]

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number). Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

If applicable, please specify the reason for non-availability of a tax reference number:

Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 If the entity is a *Financial Institution*⁷, please tick this box.

Specify the type of Financial Institution below:

Reporting Financial Institution under CRS.

OR

Non-Reporting Financial Institution under CRS. Specify the type of Non-Reporting Financial Institution below:

- Governmental Entity
- International Organization
- Central Bank
- Broad Participation Retirement Fund
- Narrow Participation Retirement Fund
- Pension Fund of a Governmental Entity, International Organization, or Central Bank
- Exempt Collective Investment Vehicle
- Trust whose trustee reports all required information with respect to all CRS Reportable Accounts
- Qualified Credit Card Issuer
- Other Entity defined under the domestic law as low risk of being used to evade tax.
Specify the type provided in the domestic law: _____

Financial Institution resident in a Non-Participating Jurisdiction⁸ under CRS. Specify the type of Financial Institution resident in a Non-Participating Jurisdiction below:

(a) Investment Entity and managed by another Financial Institution⁹.

If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Exhibit B.

Full Name of any Controlling Person(s)	<i>(must not be left blank)</i>

⁷ See definition of *Financial Institution* in Exhibit B.

⁸ See definition of *Non-Participating Jurisdiction* in Exhibit B.

⁹ The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B.

Please also complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons.

- (b) Other Investment Entity
- (c) Other Financial Institution, including a Depository Financial Institution, Custodial Institution, or Specified Insurance Company.

5.2 If the entity is an *Active Non-Financial Entity* ("NFE") please tick this box.

Specify the type of NFE below:

- Corporation that is regularly traded or a related entity of a regularly traded corporation.
Provide the name of the stock exchange where traded: _____
If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation:

- Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing
- Other Active Non-Financial Entity¹⁰

5.3 If the entity is a *Passive Non-Financial Entity* please tick this box.¹¹

If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Exhibit B.

Full Name of any Controlling Person(s) <i>(must not be left blank)</i>

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

Entity Declaration and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities. I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

Authorised Signature: _____ Authorised Signature: _____

Position/Title: _____ Position/Title: _____

Date: (dd/mm/yyyy): _____ Date: (dd/mm/yyyy): _____

¹⁰ See definition of *Active Non-Financial Entity* in Exhibit B.

¹¹ Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

PART IV: Controlling Persons

(please complete for each Controlling Person)

Section 6 – Identification of a Controlling Person

6.1 Name of Controlling Person:

Family Name or Surname(s): _____

First or Given Name: _____

Middle Name(s): _____

6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street) _____

Line 2 (e.g. Town/City/Province/County/State) _____

Country: _____

Postal Code/ZIP Code: _____

6.3 Mailing Address: (please complete if different from 6.2)

Line 1 (e.g. House/Apt/Suite Name, Number, Street) _____

Line 2 (e.g. Town/City/Province/County/State) _____

Country: _____

Postal Code/ZIP code: _____

6.4 Date of birth (dd/mm/yyyy) _____

6.5 Place of birth

Town or City of Birth _____

Country of Birth _____

6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person

Legal name of **Entity 1** _____

Legal name of **Entity 2** _____

Legal name of **Entity 3** _____

Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person’s TIN for each jurisdiction indicated,¹² and,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete **Section 8 “Type of Controlling Person”**.

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

	Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1			
2			
3			

If applicable, please specify the reason for non-availability of a tax reference number:

¹² The Controlling Person’s TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – <i>control by ownership</i>			
b. Controlling Person of a legal person – <i>control by other means</i>			
c. Controlling Person of a legal person – <i>senior managing official</i>			
d. Controlling Person of a trust – <i>settlor</i>			
e. Controlling Person of a trust – <i>trustee</i>			
f. Controlling Person of a trust – <i>protector</i>			
g. Controlling Person of a trust – <i>beneficiary</i>			
h. Controlling Person of a trust – <i>other</i>			
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i>			
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>			
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>			
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i>			
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>			

Controlling Person Declaration and Undertakings

I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.

I certify that I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part I of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

Signature: _____

Print name: _____

Date: _____

Note: If you are not the Controlling Person please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity: _____

EXHIBIT A
US IGA DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term “Financial Institution” does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Foreign Entity means any NFFE which is a Non U.S. entity that meets any of the following criteria:

- (a) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (i) The NFFE is an “excepted NFFE” as described in relevant U.S. Treasury Regulations; or
- (j) The NFFE meets all of the following requirements:
 - i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
 - ii) It is exempt from income tax in its country of residence;
 - iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) The applicable laws of the Entity’s country of residence or the Entity’s formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
 - v) The applicable laws of the Entity’s country of residence or the Entity’s formation documents require that, upon the Entity’s liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity’s jurisdiction of residence or any political subdivision thereof.

Code means the U.S Internal Revenue Code of 1986, as amended.

Controlling Person means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term ‘Controlling Persons’ shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations (“FATF”).

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons¹³:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest¹⁴ in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Entity means a legal person or a legal arrangement such as a trust.

Exempt Beneficial Owners under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and
- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

NFFE means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

Non-U.S. Entity means an Entity that is not a U.S. Person.

Passive Non-Financial Foreign Entity means any NFFE that is not an Active Non-Financial Foreign Entity.

Related Entity An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

Specified U.S. Person means a U.S. Person other than:

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the "Code") or certain individual retirement plans defined in section 7701(a)(37) of the Code ;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;

¹³ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

¹⁴ A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

Substantial U.S. Owner (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);
- (b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (c) In the case of a trust—
 - i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and
 - ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

U.S. Person means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

EXHIBIT B CRS DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Entity means any NFE that meets any of the following criteria:

- a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- h) the NFE meets all of the following requirements:
 - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - ii) it is exempt from income tax in its jurisdiction of residence;
 - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
 - v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

Controlling Person means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons¹⁵:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest¹⁶ in a legal person; and

¹⁵ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

¹⁶ A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity :
 - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
 - i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii) individual and collective portfolio management; or
 - iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
 - (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE. The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and
- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

Non-Financial Entity or **NFE** means any Entity that is not a Financial Institution.

Non-Participating Jurisdiction means a jurisdiction that is not a Participating Jurisdiction.

Non-Reporting Financial Institution means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

Participating Jurisdiction means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

Participating Jurisdiction Financial Institution means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

Passive Non-Financial Entity means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

Related Entity means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

TAMAR ALLIANCE PARTNERS FUND I, L.P.

SUBSCRIPTION AGREEMENT

TAMAR ALLIANCE PARTNERS FUND I, L.P.

c/o Tamar Alliance GP 1 Limited

c/o Walkers Corporate Limited

Cayman Corporate Centre, 27 Hospital Road,

George Town, Grand Cayman KY1-9008, Cayman Islands

Re: TAMAR ALLIANCE PARTNERS FUND I, L.P. (the “Partnership”)

Ladies and Gentlemen:

The undersigned investor (the “**Investor**”) hereby irrevocably and unconditionally applies to become a Limited Partner in Tamar Alliance Partners Fund I, L.P. (the “**Partnership**”), a Cayman Islands exempted limited partnership registered under the Exempted Limited Partnership Law (as amended) of the Cayman Islands (the “**Partnership Law**”), and to subscribe to purchase the Partnership Interest in the amount specified on the signature page of this Subscription Agreement (upon acceptance by the General Partner, the “**Commitment**”) on the terms and conditions described herein and in the Amended and Restated Exempted Limited Partnership Agreement of the Partnership, as the same may be amended from time to time (the “**Partnership Agreement**”).

The information requested in this Subscription Agreement is needed in order to ensure compliance with applicable laws and regulations.

The Investor represents and warrants to Tamar Alliance GP 1 Limited, a Cayman Islands exempted company and the general partner of the Partnership (the “**General Partner**”), and to the Partnership that (1) the information contained herein is complete and accurate as of the date given and as of the closing of the Investor’s subscription for a Partnership Interest (the “**Closing Date**”) and may be relied upon by the General Partner and the Partnership, and (2) the Investor will notify the General Partner immediately of any change in any of the information contained herein occurring prior to the acceptance or rejection of the Investor’s subscription for a Partnership Interest; provided, that the Investor shall in no event be liable for an amount greater than the amount of its Commitment. The Investor undertakes to provide the bank account information on page 13 of this Subscription Agreement on or before the Closing Date and represents and warrants to the General Partner and the Partnership that such information will be complete and accurate as of the Closing Date and may be relied upon by the General Partner and the Partnership.

The Investor also understands and agrees that, although the Partnership will use its commercially reasonable efforts to keep the information provided in the answers to this Subscription Agreement confidential, the Partnership may present this Subscription Agreement and the information provided in answers to it to such parties as it deems advisable if called upon to establish the availability under any applicable law of an exemption from registration of the Partnership Interests or if the contents thereof are