

FUNDAMENTAL PARTNERS III GP LLC
745 Fifth Avenue, 25th Floor
New York, New York 10151

March 31, 2017

Kentucky Retirement Systems
Kentucky Retirement Systems Insurance Trust Fund
1260 Louisville Road
Frankfort, KY 40601

This letter (the "Side Letter") is being written and delivered to confirm certain agreements with regard to the \$100 million investment made by Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund (each, an "Investor") in Fundamental Partners III LP, a Delaware limited partnership (the "Partnership"), pursuant to the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 31, 2016 (the "Partnership Agreement"), and the Subscription Agreement entered into by the Investor and accepted by the General Partner (the "Subscription Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Partnership Agreement.

1. **[REDACTED]**
2. Public Records.

(a) The Partnership hereby acknowledges that the Investor is a public agency subject to (i) Kentucky's public record law (the "Open Records Act," Kentucky Revised Statutes sections 61.870 to 61.884), which provide generally that all records relating to a public agency's business are open to public inspection and copying unless exempted under the Open Records Act (ii) Kentucky Revised Statutes section 61.645(19)(i) (the "Fee Disclosure Law"), and (iii) Kentucky Revised Statutes sections 61.645 (19)(l) and (20) (the "Document Disclosure Law"), which provide generally that all contracts or offering documents for services, goods, or property purchased or utilized by the Investor shall be made available to the public unless exempted under the Document Disclosure Law. Notwithstanding any provision in the Partnership Agreement or the Subscription Agreement to the contrary, the Partnership hereby agrees that (i) the Investor will generally treat all information received from the General Partner or the Partnership as open to public inspection under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, to the extent required under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, unless such information falls within an exemption under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, and (ii) the Investor will not be deemed to be in violation of any provision of the Partnership Agreement or the Subscription Agreement relating to confidentiality if the Investor discloses or makes available to the public (e.g., via Investor's website) any information regarding the Partnership to the extent required pursuant to or under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, including the Fund-Level Information in paragraph 2(b) (even if a court or the Attorney General later determines that certain information disclosed by the Investor falls within an exemption under the Open Records Act, the Fee Disclosure Law, or the

Document Disclosure Law). If the Investor is required by the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law to disclose any Confidential Information (other than Fund-Level Information), the Investor agrees that it shall notify the General Partner in writing as soon as reasonably practicable (except to the extent such notice is restricted or prohibited by Kentucky law) as set forth in the Partnership Agreement. The Investor shall use all reasonable efforts to maintain the confidentiality of Confidential Information to the maximum extent permitted in the Investor's reasonable determination under Kentucky law, including the Open Records Act, the Document Disclosure Law, and the Fee Disclosure Law.

(b) The General Partner acknowledges that the Investor considers certain fund level information public under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law and that the Investor has concluded that it is obligated to disclose such information upon request (e.g., via Investor's website). Notwithstanding any provision in the Partnership Agreement or Subscription Agreement to the contrary, the General Partner agrees that the Investor may disclose the following information without notice to the General Partner or the Partnership: (i) the name of the Partnership, (ii) the vintage year of the Partnership and/or the date in which the Investor's initial investment was made in the Partnership; (iii) the amount of the Investor's Capital Commitment and unfunded Capital Commitment, (iv) aggregate funded contributions made by the Investor and aggregate distributions received by the Investor from the Partnership as of a specified date; (v) the estimated current value of the Investor's investment in the Partnership as of any previous date, (vi) the net asset value of the Partnership as of a specified date, (vii) the estimated IRR of the Investor's investment in the Partnership as of a specified date, which shall be clearly disclosed to have been calculated by the Investor or its representatives and not to have been provided or approved by the General Partner or the Partnership, and (viii) the amount of fees and commissions (including, but not limited to, the Management Fees, amounts paid in lieu of the Management Fees, and Carried Interest Distributions) paid to the General Partner and its Affiliates with respect to the Investor's interests; (the "Fund-Level Information"). In addition, the General Partner agrees that the Investor may be required to disclose information, including on its website, in accordance with Kentucky law, including the redacted versions of Confidential Private Placement Memorandum of the Partnership, the Partnership Agreement, this Side Letter, and the Investor's Subscription Documents attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D respectively (collectively, the "Partnership Documents") once the offering period ends and the Final Closing Date (i.e., April 30, 2017) occurs. Investor shall use all reasonable efforts to maintain the confidentiality of Confidential Information to the maximum extent permitted in the Investor's reasonable determination under Kentucky law, including the Open Records Act, the Document Disclosure Law, the Fee Disclosure Law. **[REDACTED]** Nothing contained herein shall require the General Partner to disclose to the Investor information not otherwise made available to all Limited Partners pursuant to the Partnership Agreement.

(c) **[REDACTED]**

(d) The General Partner agrees that the Investor may disclose confidential information to any governmental body that has oversight over it and its statutory auditor in connection with any audit in the ordinary course of business that is not targeted to the General Partner or the Partnership, without notice to the General Partner or the Partnership; provided that such information retains the same confidential treatment with the recipient.

(e) [REDACTED]

(f) Subject to the last sentence of Section 2(a), the General Partner and the Partnership acknowledge and agree that pursuant to the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, the Investor may publicly disclose the information set forth in this paragraph 2 without further notice to the General Partner.

3. Disclosure of Identity. None of the Partnership, the General Partner, the Management Company or any of their respective Affiliates shall use the Investor's name or the name of any of the Investor's Affiliates in any press release, published notice or other publication referring to the Investor's investment in the Partnership without the prior written consent of the Investor; provided that, for the avoidance of doubt, the Partnership, the General Partner, the Management Company and their Affiliates may advise other Limited Partners and prospective Limited Partners and creditors and prospective creditors of the Partnership of the fact of the Investor's capital subscription to the Partnership and may make any other disclosure regarding the Investor's investment in the Partnership required by law or legal process or requested by any regulator (whether in an examination, pursuant to a request for information or otherwise) having jurisdiction over the Partnership or the Management Company.

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. Reservation of Immunities. The Investor hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by its entry into the Partnership Agreement, the Subscription Agreement or this Side Letter (the "Investment Agreements"), by any express or implied provision thereof or by any actions or omissions to act on behalf of the Investor or any representative or agent of the Investor, whether taken pursuant to the Partnership Agreement or the Subscription Agreement or prior to the entry by the Investor into the Partnership Agreement or the Subscription Agreement. Notwithstanding the foregoing sentence, the Investor hereby acknowledges that the foregoing sentence in no way compromises or otherwise limits the obligations (including the contractual liability) of the Investor under the Investment Agreements nor shall it reduce or modify the rights of the General Partner and the Partnership to enforce such obligations at law or in equity, in each case including but not limited to (a) Investor's obligations to make Capital Contributions and (b) any obligation to reimburse or otherwise pay the Partnership or any other Partner for any loss, damage or liability arising from a breach of any representation, warranty or agreement of the Investor contained in the Partnership Agreement or the Investor's Subscription Agreement.

11. [REDACTED]

12. Placement Agent Fees; Conflicts of Interest.

(a) No fees, bonuses or other compensation, including placement fees or finder's fees, have been paid by or on behalf of the General Partner or its Affiliates to any placement agent (as defined in Kentucky Revised Statutes Section 61.645(21)), finder or other individual or entity in connection with Investor's investment, or which could be charged to the Investor directly or indirectly.

(b) None of (i) the General Partner, (ii) any placement agent, solicitor, broker-dealer or other agent engaged by the General Partner or (iii) any Affiliate of the General Partner, has a commercial, investment, or business or other similar relationship with a Covered Person (as defined below), or has engaged in any financial or other transaction with a Covered Person. "Covered Person" means: (i) any Enumerated Person (as defined below) or, (ii) any person which is notified to the General Partner by the Investor or otherwise known by the General Partner to be an immediate family member of an Enumerated Person (*i.e.*, a spouse, parent, child or sibling) or any Affiliate of an Enumerated Person or any such immediate family member. "Enumerated Person" means (i) any member of the KRS Board of Trustees listed at <https://kyret.ky.gov/governance/directors/Pages/Directors.aspx> and (ii) any person which is notified to the General Partner by the Investor or otherwise known by the General Partner to be, a trustee, staff member, or employee of the Investor.

(c) Neither the General Partner nor any Affiliate or agent of the General Partner, has offered, promised, or provided, directly or indirectly, anything of substantial economic value to any Covered Person in connection with Investor's investment. Items of substantial economic value include (by way of example, but not by way of limitation) any economic opportunity, future employment, gift, loan, gratuity, campaign contribution, finder's fee, placement fee, discount, trip, favor, or service.

(d) Neither the General Partner, nor any Affiliate of the General Partner, has been convicted of bribery or attempting to bribe an officer or employee of the Commonwealth of Kentucky, nor have any of them made an admission of guilt of such conduct.

(e) The General Partner and its Affiliates have not, and the General Partner covenants that they will not, accept anything of substantial economic value (as described in greater detail in clause (c)), from parties in which the Partnership makes investments (including from parties associated with sponsors of Partnership investments) unless permitted by the Partnership Agreement (e.g., fees that offset the Management Fee).

(f) The term "in connection with Investor's investment," as used in this Section, includes (i) obtaining an introduction to the Investor or any of the Investor's officers or employees, and (ii) obtaining a favorable recommendation with respect to the Investor's investment. The term "agent," as used in this Section, includes anyone who is acting at the behest of the General Partner.

(g) The General Partner agrees to provide Investor notice within five Business Days if it becomes aware that any of the provisions in this paragraph are not true and accurate, either on the date on which made or on any subsequent date.

13. Compliance with Kentucky Revised Statutes 61.650(1)(d). In connection with the Investor's investment in the Partnership, the General Partner shall ensure compliance with Kentucky Revised Statutes Section 61.650(1)(d) to the extent applicable. For the avoidance of doubt, it is understood that certain of the above-referenced obligations apply to the General Partner and the Management Company and to the individuals employed by the General Partner and the Management Company.

14. Conflict Statement. In connection with the execution of the Kentucky Retirement Systems External Conflict of Interest Statement attached hereto as Exhibit E (the "Conflict Statement") by an authorized representative of the Management Company as a condition to the Investor's investment in the Partnership, it is understood and agreed that (1) the Conflict Statement applies only to conflicts that directly involve the Investor ("KRS Conflicts") and not to conflicts of interest that may arise between the Partnership and the Management Company, the General Partner or any Other Fundamental Fund ("Fund Conflicts"), which the Investor agrees shall be governed solely by the Partnership Agreement (including the Advisory Committee provisions therein) and (2) references in the Conflict Statement to the activities conducted by, and the decisions made by, the Management Company or the General Partner shall not be interpreted to include activities conducted by, and the decisions made by, the Management Company or the General Partner on behalf of the Partnership as a whole.

15. [REDACTED]

16. Power of Attorney. The General Partner agrees that any power of attorney provisions in the Partnership Agreement, the Subscription Agreement or other document authorizing the General Partner to take actions in the name of the Investor shall not apply to any action by the General Partner that is illegal or otherwise a violation of the law, and such power of attorney shall be revocable by the Investor in the event of (i) a bankruptcy, insolvency or removal of the General Partner or (ii) a finding (other than a temporary, preliminary or similar injunction) by any court or governmental body of competent jurisdiction in a final and non-appealable judgment, verdict or order that the General Partner, the Management Company or Gottlieb has committed embezzlement or fraud or acted in bad faith, in connection with the performance of their respective duties under the terms of the Partnership Agreement and the individuals who engaged in such conduct are not terminated from employment with the General Partner, the Management Company and their Affiliates within thirty (30) days of such finding.

17. Website Information. If the Management Company and the General Partner designate a website to disseminate information about the Partnership, the Management Company and the General Partner agree that if the terms of use or other confidentiality, end-user or license agreements of such website are inconsistent with or contrary to the terms of the Partnership Agreement, the Subscription Agreement or this Side Letter, the terms of the Partnership Agreement, the Subscription Agreement or this Side Letter, as applicable, shall control.

18. [REDACTED]

19. [REDACTED]

20. [REDACTED]

21. Opinion of Counsel. The General Partner hereby agrees that in connection with any opinion of counsel to be rendered on behalf of the Investor, the opinion of the general counsel of the Investor, as well as other outside legal counsel, in each case with expertise in the subject matter of such opinion shall be deemed to be acceptable to the General Partner for all purposes of the Partnership Agreement. In connection therewith, the General Partner shall provide to the Investor all information that is reasonably requested in order to enable the Investor's counsel to render any such opinion (so long as providing such information does not cause the General Partner any undue burden).

22. [REDACTED]

23. [REDACTED]

24. [REDACTED]

25. [REDACTED]

26. [REDACTED]

27. Anti-Bribery Laws. The General Partner, on behalf of the Partnership, each of their respective officers, managers, employees, independent contractors, representatives or agents, covenants that (i) it has and will only use funds for lawful purposes, (ii) it has and will not violate applicable anticorruption laws, including without limitation, the Foreign Corrupt Practices Act ("FCPA"), and to the extent applicable, the United Kingdom Bribery Act of 2010 (UK Bribery Act"), the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention") and any other applicable anticorruption laws in countries where the Partnership or its Portfolio Companies engage in investment activities, (iii) it has not and will not, directly or indirectly, give or offer anything of value, including, but not limited to, cash, contributions, gifts, or entertainment, to foreign or domestic government officials or to any private commercial person or entity for the purpose of gaining an improper business advantage in violation of any such applicable anticorruption laws and (iv) it has or will establish sufficient internal controls and procedures to ensure compliance with all applicable anticorruption laws.

28. [REDACTED]

29. Investments Consistent with Memorandum. The General Partner covenants that it will cause the Partnership's investments in its reasonable judgment to be materially consistent with (i) the investment program, objectives and limitations described in the Memorandum, and (ii) the Partnership Agreement, as such Memorandum and Partnership Agreement may be amended, modified, supplemented or issued from time to time.

30. [REDACTED]

31. Prohibition of Political Contributions. The General Partner represents and warrants that the General Partner and the Partnership comply with Rule 206(4)-5 of the Investment Advisers Act of 1940, as amended (the “Advisers Act”) and the related record keeping requirements set forth in Advisers Act Rule 204-2. The General Partner represents and warrants that none of the Partnership, the General Partner or any of their covered associates, whether directly or indirectly, (i) has made or will make a contribution to an official of a government entity, as defined in subsection (f)(5) and (6) of the Advisers Act Rule 206(4)-5, to which government entity any of them is providing, or seeking to provide, investment advisory services, that exceeds the *de minimis* levels set forth in subsection (b)(1) of that Rule, or (ii) has engaged or will engage in any other activity prohibited by the Advisers Act Rule 206(4)-5.

32. [REDACTED]

33. [REDACTED]

34. Anti-Money Laundering. The General Partner confirms that it interprets its duties to require that it conduct the business of the Partnership in compliance with all applicable laws in all material respects, and will cause the Partnership not to knowingly make any payments to any Persons in violation of the U.S. Foreign Corrupt Practices Act (as amended from time to time) and the regulations promulgated thereunder, and shall use its commercially reasonable efforts to cause the Partnership to comply with the Patriot Act, the Trading with the Enemy Act (50 U.S.C. § 1 et seq., as amended), the substantive prohibitions of the anti-boycott laws of the United States, any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), and any enabling legislation or executive order relating thereto.

The General Partner agrees that it will use its commercially reasonable efforts to avoid any investment in the Partnership by and to cause the Partnership to avoid any transactions with any Person whom the General Partner knows after reasonable inquiry (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, (ii) is a Person with which a transaction is prohibited by Executive Order 13224, the USA PATRIOT Act, the Trading with the Enemy Act or the foreign asset control regulations of the United States Treasury Department, in each case as amended from time to time, (iii) is controlled by any Person described in the foregoing items (i) or (ii) (with ownership of 20% or more of outstanding voting securities being presumptively a control position), or (iv) is a Person having its principal place of business, or the majority of its business operations (measured by revenues), located in any country described in the foregoing item (ii). The General Partner shall use commercially reasonable efforts not to, and shall use commercially reasonable efforts to cause the Partnership not to, make any payment to any Person in violation of the U.S. Foreign Corrupt Practices Act (as amended from time to time), the substantive prohibitions of the anti-boycott laws of the United States, any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), and any enabling legislation or executive order relating thereto. The General Partner

agrees that for purposes of this paragraph, the term “Person” includes governments, territories and other political entities.

35. [REDACTED]

36. [REDACTED]

37. [REDACTED]

38. [REDACTED]

39. [REDACTED]

40. [REDACTED]

41. [REDACTED]

42. [REDACTED]

43. [REDACTED]

44. [REDACTED]

45. [REDACTED]

46. [REDACTED]

47. [REDACTED]

48. [REDACTED]

49. Binding. This Side Letter shall be binding upon and inure to the benefit of each party signatory hereto, each person indemnified or protected by the confidentiality provisions hereunder and each of their respective successors and permitted assigns.

50. Enforceability/Conflicts. This Side Letter is binding and enforceable against the Partnership, the General Partner and the Investor notwithstanding any contrary provisions in the Partnership Agreement or the Subscription Agreement, and in the event of a conflict between the provisions of this Side Letter and the Partnership Agreement or the Subscription Agreement, the provisions of this Side Letter shall control with respect to the Investor.

51. Closing Documents. Within ninety (90) days of the Partnership’s next closing date after the date hereof, the General Partner will provide each of the Investor and its outside counsel, Jussi P. Snellman at Reinhart Boerner Van Deuren, a closing binder containing executed copies of (i) Partnership Agreement, (ii) this Side Letter, (iii) Subscription Agreement and (iv) Management Agreement of the Partnership, (v) all opinions of counsel (if any) issued to the Investor, and (vi) any other agreements entered into with respect to the Investor’s investment.

The General Partner hereby agrees to distribute to the Investor copies of all amendments thereto no later than 90 days after the date of their execution.

52. Governing Law; Jurisdiction. Except to the extent the terms hereof require interpretation or enforcement of a law, regulation or public policy of the Commonwealth of Kentucky, in which case the laws of the Commonwealth of Kentucky shall govern, this Side Letter shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law. Notwithstanding anything to the contrary in the Partnership Agreement or the Subscription Agreement, the General Partner agrees with the Investor that any legal proceeding involving any claim asserted by or against the Investor arising out of the Partnership Agreement or the Subscription Agreement may be brought only in and subject to the exclusive jurisdiction of the Franklin County Circuit Court in the Commonwealth of Kentucky.

53. Miscellaneous. This Side Letter, the Partnership Agreement and the Subscription Agreement represent the entire understanding of the parties in respect of the subject matter contained herein. This Side Letter may be executed in one or more counterparts, and all such counterparts so executed shall constitute an original agreement binding on all parties hereto, but together they shall constitute one instrument. This Side Letter may be amended only by a written agreement signed by each party. If any provision of this Side Letter is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith an alternative provision that is not invalid or unenforceable and that carries out, as nearly as possible, the intent and purposes of the provision so held to be invalid or unenforceable.

[Remainder of page intentionally left blank]

Execution

If the foregoing accurately reflects your understanding, please sign the acknowledgment below and return the enclosed letter to us.

FUNDAMENTAL PARTNERS III GP LLC

By: _____
Laurence L. Gottlieb
Chairman and Chief Executive Officer

Agreed and accepted:

KENTUCKY RETIREMENT SYSTEMS

By: _____
Name:
Title:

KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND

By: _____
Name:
Title:

Redacted Version of Confidential Private Placement Memorandum

Redacted Version of Partnership Agreement

Redacted Version of Side Letter

Redacted Version of Subscription Documents

Conflict Statement