

KRS-ARROWMARK FUND I, LP

July 8, 2019

Kentucky Retirement Systems
Kentucky Retirement Systems Insurance Trust Fund
Attn: Office of Legal Services
1260 Louisville Road
Frankfort, KY 40601

Reference is made to that certain Amended and Restated Exempted Limited Partnership Agreement of KRS-ArrowMark Fund I, LP, a Cayman Islands exempted limited partnership (the "Fund"), dated as of May 1, 2018 (the "Agreement"), by and among KRS-ArrowMark Fund I GP, Ltd., an exempted company formed under the laws of the Cayman Islands, as general partner (the "General Partner") and Kentucky Retirement Systems ("Systems") and Kentucky Retirement Systems Insurance Trust Fund (the "Trust" and, together with Systems, "KRS"), the sole Limited Partners of the Fund. As of the date hereof, KRS has made a [REDACTED] aggregate Capital Commitment to the Fund (the "Original Commitment"), of which Systems has committed [REDACTED] (the "Systems Commitment") and the Trust has committed [REDACTED] (the "Trust Commitment").

KRS now desires to increase its aggregate Capital Commitment by [REDACTED] (the "Additional Commitment") to [REDACTED] by increasing the Systems Commitment to [REDACTED] and increasing the Trust Commitment to [REDACTED]. Capitalized terms used but not defined in this side letter agreement (this "Side Letter") have the same meanings given to them in the Agreement. In consideration of the Additional Commitment and notwithstanding any provision of the Agreement to the contrary, the General Partner, for itself and on behalf of the Fund, and each of Systems and the Trust, agree as follows:

1. Additional Commitment. Systems and the Trust hereby make, and the General Partner consents to and accepts, the Additional Commitment. The General Partner shall take all necessary steps to reflect the Additional Commitment in the books and records of the Fund, including by amending and updating the Register. The General Partner shall maintain a separate Capital Account with respect to the Additional Commitment for each of Systems and the Trust.

2. GP Commitment. The General Partner shall not be required, and KRS waives any right to require the General Partner, to increase its Capital Commitment to the Fund as a result of the Additional Commitment, notwithstanding anything in the Agreement to the contrary, including Section 3.1.2.

3. Incentive Allocation. The Incentive Allocation allocable to the General Partner with respect to Net Recognized Profits attributable to the Additional Commitment, as determined by the General Partner in its sole discretion, shall equal [REDACTED] of such Net Recognized Profits. For the avoidance of doubt, (1) the Incentive Allocation with respect to Net Recognized Profits attributable to the Original Commitment shall continue to

equal [REDACTED] of such Net Recognized Profits, and (ii) separate Loss Recovery Accounts shall be maintained with respect to the calculation of Net Recognized Profits for each of the Original Commitment and the Additional Commitment.

4. Confirmation of the Agreement. Except as otherwise expressly amended or modified by this Side Letter, the Agreement is ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms. Each reference in the Agreement to "this Agreement" shall mean the Agreement as amended by this Side Letter, and as hereinafter amended or restated.

5. Representations and Warranties. KRS represents and warrants that the information set forth in the Subscription Agreements (including the appendices thereto and any documents or additional information furnished by KRS at the Fund's request) continues to be complete and accurate as of the date hereof, and KRS agrees to promptly notify the Fund in writing of any material change in any such information.

6. Governing Law. This Side Letter shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

7. Interpretation. In the event of any conflict between the provisions of this Side Letter and the provisions of the Agreement, the provisions of this Side Letter shall prevail with respect to KRS. Captions contained in this Side Letter are inserted only as a matter of convenience and in no way define, limit or extend or otherwise affect the scope or intent of this Side Letter or any provision hereof.

8. Amendments. This Side Letter may be amended and the observance of any provision may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the mutual written consent of each of the parties hereto.

9. Severability. If any provision of this Side Letter, or the application of such provision to any Person or circumstance, shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Side Letter, or the application of such provision in jurisdictions or to Persons or circumstances other than those to which it is held invalid, illegal or unenforceable shall not be affected thereby.

10. Counterparts. This Side Letter may be executed in several counterparts, each of which shall be deemed an original but both of which shall constitute one and the same instrument. It shall not be necessary for all parties to execute the same counterpart hereof. The execution and delivery of this Side Letter may occur by facsimile or by email in portable document format (PDF), and facsimile or PDF signatures or copies of signatures shall have the full force and effect of the original signatures.

[SIGNATURE PAGE TO FOLLOW]

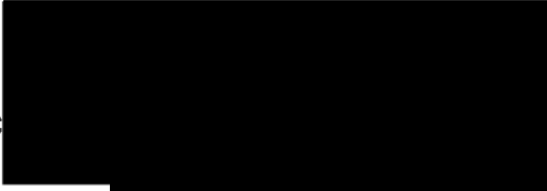
If the foregoing correctly sets forth your understanding of the agreement with respect to the foregoing matters, please so confirm by signing below and returning a signed copy of this Side Letter to the General Partner.

Very truly yours,

GENERAL PARTNER:

KRS-ARROWMARK FUND I GP, LTD.

By:
Name:
Its:



Witnessed by:
Name:

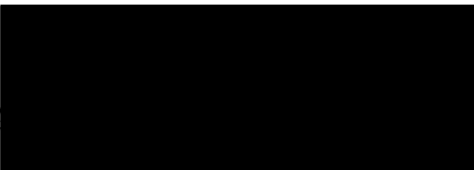


ACKNOWLEDGED AND AGREED TO AS
OF THE DATE FIRST SET FORTH ABOVE:

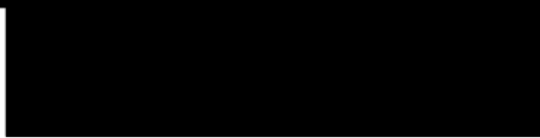
LIMITED PARTNERS:

KENTUCKY RETIREMENT SYSTEMS

By:
Name:
Its:

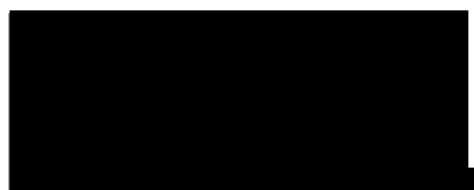


Witnessed
Name:



KENTUCKY RETIREMENT SYSTEMS
INSURANCE TRUST FUND

By:
Name:
Its:



Witnessed by:
Name:

