

**Securities Eligibility Determination Form
for Holders of Class 9(a) Claims**

*Confirmed Second Amended Joint Plan of Reorganization of Arcapita Bank B.S.C.(c) and
Related Debtors Under Chapter 11 of the Bankruptcy Code (with First Technical Modifications),
dated June 11, 2013 (the “Plan”)*

Capitalized terms used herein without definition have the meanings given them under the Plan or the Notice which has accompanied this document.

The undersigned acknowledges and agrees that the Reorganized Debtors, the New Holding Companies, the Issuers (RA Holding Corp. and RA Invest Limited), and each other Holder and each other Beneficial Owner of Class 4(a), 4(b), 5(a), 5(b), 8(a) and 9(a) Claims shall be entitled to rely on the representations, warranties and agreements set forth herein. The undersigned hereby represents, warrants and agrees as follows:

- (1) I am the Holder of a Class 9(a) Claim, and I am, or I am the authorized representative of, the Beneficial Owner(s) of such Class 9(a) Claim, and if I am the authorized representative of such Beneficial Owner(s), I have full authority and knowledge (based upon corresponding representations, warranties, acknowledgements and agreements by such Beneficial Owner(s) to me) to make the representations, warranties, acknowledgements and agreements set forth below on behalf of each such Beneficial Owner(s).

All Holders must complete the following information:

Holder's Name: _____

Name of Beneficial Owner: _____

Email Address: _____

Claim Number (if claim filed): _____

Class of Claim: _____

Amount of the Allowed Claim to which this Form relates: _____

*Holders of Claims that are beneficially owned by more than one
Beneficial Owner should add additional sheets as required to identify each*

such Beneficial Owner and the amount or portion of the Allowed Claim it beneficially owns.

All Holders of Class 9(a) Claims must complete the remaining items below and execute this Form where indicated below and submit it as indicated in the accompanying Notice on or before 5:00 p.m. (New York time) on the Forfeiture Date for such Holder's Allowed Claim. Any such Holder who fails to complete, execute and submit this Form on or before the Forfeiture Date will receive no consideration under the Plan.

NOTE: SECURITIES WILL ONLY BE ISSUED AND DISTRIBUTED TO, AND REGISTERED IN THE NAME OF, THE BENEFICIAL OWNER(S) OF A RELEVANT ALLOWED CLAIM WHO IS IDENTIFIED ABOVE AND ONLY IF THE BENEFICIAL OWNER IS AN ELIGIBLE HOLDER (AS DEFINED HEREIN). ANY PERSON TO WHOM A CLAIM, OR A PARTICIPATION THEREIN, IS TRANSFERRED AFTER THE DATE OF THIS COMPLETED AND EXECUTED FORM WILL NOT BE ENTITLED TO RECEIVE ANY SECURITIES OR OTHER CONSIDERATION UNDER THE PLAN, AND SUCH PARTICIPATION OR OTHER TRANSFER WILL BE TREATED AS A TRANSFER OF THE PLAN CONSIDERATION.

- (2) I hereby acknowledge and agree that each of the Issuers has not been and will not be registered under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”), and the Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and consequently may only be offered, sold and delivered:
- (i) outside the United States to non-US persons (as such terms are defined in Regulation S under the Securities Act (“**Regulation S**”)) in offshore transactions in compliance with Regulation S; provided, however that, in any sale to a person resident in a state of the European Economic Area, such person must also be a qualified investor (within the meaning of Article 2(1)(e) of Directive 2003/71/EC and amendment thereto, including Directive 2010/73/EU and any relevant implementing measure in each member state of the European Economic Area), and
 - (ii) within the United States to investors who are both (A) “**Qualified Institutional Buyers**” (“**QIBs**”) (as defined in Rule 144A under the Securities Act) or “**Accredited Investors**” (as defined in Rule 501 of Regulation D under the Securities Act), and also (B) “**Qualified Purchasers**” (as defined in Section 2(a)(51) of the Investment Company Act) or “**Knowledgeable Employees**” (as defined in Rule 3c-5 under the Investment Company Act), in each case in transactions not involving a public offering, and

(3) I hereby acknowledge and agree that

- (a) I am the Holder of a Class 9(a) Claim, and I am (and each other Beneficial Owner, if any, on whose behalf I am making such representations, warranties, acknowledgements and agreements, is) eligible to receive the Securities because I am (and/or such Beneficial Owner is) either:

(Please tick the box for (a)(i) or (a)(ii) below, if applicable; if neither is applicable, please tick the box for (b) below):

- (i) a non-U.S. person and I am (and each such Beneficial Owner, if any, is) outside the United States, acquiring the Securities in an offshore transaction meeting the requirements of Regulation S and understand the Securities will be delivered to me only at my address outside the United States, which is set out below. Terms used in the preceding sentence of this Item 3(a)(i) have the meanings given them under Regulation S.

I further represent that if I am (and if any such Beneficial Owner is) a resident in a state of the European Economic Area, I am (and each such Beneficial Owner is) a qualified investor (within the meaning of Article 2(1)(e) of Directive 2003/71/EC and amendment thereto, including Directive 2010/73/EU and any relevant implementing measure in each member state of the European Economic Area).

Address: _____

City, Province: _____

Nation: _____

Postcode: _____

I represent and agree that the Issuers are justifiably entitled to fully rely on the truthfulness and completeness of these representations and agreements for purposes of issuing the Securities and for their ultimate delivery to the undersigned, and that if I breach any covenant contained herein or make any misrepresentation herein, that I may be required to sell my Securities.

(If you ticked the box for this paragraph 3(a)(i), you must also complete, execute and return with this Form the Schedule A attached hereto.)

OR

- (ii) within the United States and I am (and any such Beneficial Owner is) both (A) a QIB or an Accredited Investor, and also (B) a Qualified Purchaser or a Knowledgeable Employee, and I acknowledge and agree (and any such Beneficial Owner acknowledges and agrees) that the Securities have been sold to me (and any such Beneficial Owner) in a transaction not involving a public offering (within the meaning of the Securities Act and of Section 3(c)(7) of the Investment Company Act), and further that I am (and any such Beneficial Owner is) acquiring any such Securities for my (or its) own account and not with a view to the resale or other distribution thereof and that I represent and agree that the Issuers are justifiably entitled to fully rely on the truthfulness and completeness of these representations and agreements for purposes of issuing the Securities and for their ultimate delivery to the undersigned, and that if I breach any covenant contained herein or make any misrepresentation herein, that I may be required to sell my Securities.

(If you ticked the box for this paragraph 3(a)(ii), you must also complete, execute and return with this Form the Schedule B attached hereto.)

OR

- (b) I am the Holder of a Class 9(a) Claim, but I am not able to make the representations set forth in Item 3(a)(i) or 3(a)(ii) above, and understand that neither I nor any Beneficial Owner of any such Claim will be entitled to receive any Securities under the Plan.

Each Holder who is eligible to receive Securities and has so represented by ticking the box at Item 3(a)(i) or 3(a)(ii) above (and each Beneficial Owner(s), if any, on whose behalf such Holder is making the representations, warranties, acknowledgements and agreements herein) further represents and agrees that such representations set forth in Item 3(a)(i) or 3(a)(ii) above (as the case may be) shall be deemed repeated on each date that the Securities for which it is eligible are issued to such Holder (and each such Beneficial Owner), and that all of the Securities will be subject to restrictions on transfer to the effect set forth in the legends which will appear on each of the certificated Securities, substantially in the form set forth below. Such transfer restrictions will apply to each class of Security, whether such Security is issued in certificated, book-entry or any other form. Further, each such person hereby acknowledges and agrees that from the date of the Notice accompanying this Form, such transfer restrictions will apply to the Allowed Claim(s) to which this Form relates (including any beneficial interest therein), including any transfer by sale, pledge or other disposition. Each such person hereby represents, warrants and agrees that it shall comply with such transfer restrictions and acknowledges and agrees that the Issuer may refuse to register any transfer if it believes such transfer has been made in violation of such

restrictions and may require the immediate transfer of such Securities (including any Securities to be delivered in respect of any such Allowed Claim that has been transferred after the date of this Form) to another purchaser designated by the Issuer or require that the prior transfer be unwound.

Rule 144A Legend (which shall appear on certificated Securities delivered to Eligible Holders in the United States):

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR OTHER SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF OTHER THAN AS SET OUT BELOW. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT IS (A) A “**QUALIFIED INSTITUTIONAL BUYER**” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (IN THE CASE OF THE INITIAL PURCHASER ONLY) AN “**ACCREDITED INVESTOR**” (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT), AND (B) ALSO A “**QUALIFIED PURCHASER**” (AS DEFINED IN SECTION 2(A)(51) OF THE U.S. INVESTMENT COMPANY ACT OF 1940 (THE “**INVESTMENT COMPANY ACT**”)) OR (IN THE CASE OF THE INITIAL PURCHASER ONLY) A “**KNOWLEDGEABLE EMPLOYEE**” (AS DEFINED IN RULE 3C-5 UNDER THE INVESTMENT COMPANY ACT), AND (2) AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES THAT IT WILL NOT OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER, (B) IF WITHIN THE UNITED STATES, ONLY TO AN INVESTOR IT REASONABLY BELIEVES IS A “**QUALIFIED INSTITUTIONAL BUYER**” AND WHICH IT CONFIRMS IS ALSO A “**QUALIFIED PURCHASER**” AND THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER THAT IS ALSO A QUALIFIED PURCHASER, OR (C) OUTSIDE THE UNITED STATES TO ONE OR MORE NON-“**U.S. PERSONS**” IN OFFSHORE TRANSACTIONS OTHERWISE MEETING THE REQUIREMENTS OF RULE 904 OF REGULATION S, PROVIDED, HOWEVER, THAT ANY SUCH OFFER AND SALE TO A PERSON RESIDENT IN A STATE OF THE EUROPEAN ECONOMIC AREA MUST BE TO A QUALIFIED INVESTOR (WITHIN THE MEANING OF ARTICLE 2(1)(e) OF DIRECTIVE 2003/71/EC AND AMENDMENT THERETO, INCLUDING DIRECTIVE 2010/73/EU AND ANY RELEVANT IMPLEMENTING MEASURE IN EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA), AND (3)

AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED IN A TRANSACTION DESCRIBED IN (2)(B) ABOVE A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND; PROVIDED THAT THE ISSUER, THE REGISTRAR AND THE TRANSFER AGENT SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE 2(B) OR 2(C) TO REQUIRE THAT AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, THE REGISTRAR AND THE TRANSFER AGENT BE COMPLETED AND DELIVERED BY THE TRANSFEROR. AS USED HEREIN, THE TERMS “**OFFSHORE TRANSACTION**”, “**UNITED STATES**” AND “**U.S. PERSON**” HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT.”

Regulation S Legend (which shall appear on certificated Securities delivered to Eligible Holders outside the United States):

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR OTHER SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. PRIOR TO THE EXPIRATION OF 40 DAYS AFTER THE DATE THE SALES OF THE REGULATION S SECURITIES HAVE BEEN COMPLETED (THE “**DISTRIBUTION COMPLIANCE PERIOD**”), NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF OTHER THAN AS SET OUT BELOW AND THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN “**OFFSHORE TRANSACTION**” PURSUANT TO REGULATION S UNDER THE SECURITIES ACT AND IF RESIDENT IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA, IS ALSO A QUALIFIED INVESTOR WITHIN THE MEANING OF ARTICLE 2(1)(e) OF DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO, INCLUDING DIRECTIVE 2010/73/EU AND ANY RELEVANT IMPLEMENTING MEASURE IN EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. PRIOR TO THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD, THE HOLDER OF THIS SECURITY AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES THAT IT WILL NOT OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER, (B) TO

A U.S. PERSON IT REASONABLY BELIEVES IS A “**QUALIFIED INSTITUTIONAL BUYER**” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND THAT IT HAS CONFIRMED IS ALSO A “**QUALIFIED PURCHASER**” (AS DEFINED IN SECTION 2(A)(51) OF THE U.S. INVESTMENT COMPANY ACT OF 1940 (THE “**INVESTMENT COMPANY ACT**”)) AND THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER THAT IS ALSO A QUALIFIED PURCHASER, OR (C) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS MEETING THE REQUIREMENTS OF RULE 904 OF REGULATION S, PROVIDED, HOWEVER, THAT ANY SUCH OFFER OR SALE TO A PERSON RESIDENT IN A STATE OF THE EUROPEAN ECONOMIC AREA MUST BE TO A QUALIFIED INVESTOR (WITHIN THE MEANING OF ARTICLE 2(1)(e) OF DIRECTIVE 2003/71/EC AND ANY AMENDMENTS THERETO, INCLUDING DIRECTIVE 2010/73/EU AND ANY RELEVANT IMPLEMENTING MEASURE IN EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA), AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED PRIOR TO THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS “**OFFSHORE TRANSACTION**”, “**UNITED STATES**” AND “**U.S. PERSON**” HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT.”

Execution and Submission

The undersigned hereby represents and warrants that each statement contained herein is true, correct and complete.

EXECUTED ON BEHALF OF: _____

By: _____

Name:

Title:

Schedule A

ELIGIBLE HOLDERS OUTSIDE THE UNITED STATES OF AMERICA

Each Eligible Holder who ticked the box for paragraph 3(a)(i) of the Securities Eligibility Determination Form to which this Schedule A is attached must also complete and execute this Schedule A and return it with the Securities Eligibility Determination Form on or before 5:00 p.m. (New York time) on the Forfeiture Date for such Holder's Allowed Claim. Capitalized terms have the meanings given them in the Securities Eligibility Determination Form to which this Schedule A is attached.

Offshore Transaction

- _____ 1. I hereby acknowledge that all Securities are being offered, sold and distributed
Initial in an offshore transaction (as defined in Regulation S) meeting the requirements of Regulation S, and I hereby represent, warrant, acknowledge and agree that I am (and each Beneficial Owner, if any, on whose behalf I am making such representations, warranties, acknowledgements and agreements, is) outside the United States (as defined in Regulation S) and that no Securities will be distributed to me (or to, or for the account or benefit of, any such Beneficial Owner) at an address within the United States, nor will such Securities be registered in my name (or the name of, or for the account or benefit of, any such Beneficial Owner) at an address within the United States.

[The rest of this page intentionally left blank.]

Non-US Person

I hereby represent and warrant that either:

- _____ *Initial*
2. I am not (nor is any Beneficial Owner on whose behalf I am making such representation and warranty) a U.S. person, and in particular, I am (and each such Beneficial Owner, if any, is) none of the following:
- a natural person resident in the United States;
 - a partnership or corporation organized or incorporated under the laws of the United States;
 - an estate of which any executor or administrator is a U.S. person;
 - a trust of which any trustee is a U.S. person;
 - an agency or branch of a foreign entity located in the United States;
 - a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
 - a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - a partnership or corporation that is both:
 - organized or incorporated under the laws of any foreign jurisdiction; and
 - formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

OR

- _____ *Initial*
3. I am (and each such Beneficial Owner, if any, is) excluded from the meaning of the term “U.S. person” under Regulation S by virtue of the following express exception set forth in Rule 902(k)(2) of Regulation S (*tick the box for the relevant exception*):
- (i) a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
 - (ii) an estate of which a professional fiduciary acting as executor or administrator is a U.S. person provided that:
 - (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (B) the estate is governed by foreign law;

- (iii) a trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (v) an agency or branch of a U.S. person located outside the United States if:
 - (A) the agency or branch operates for valid business reasons; and
 - (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

I represent and agree that the Issuers are justifiably entitled to fully rely on the truthfulness and completeness of these representations and agreements for purposes of issuing the Securities and for their ultimate delivery to the undersigned, and that if I breach any covenant contained herein or make any misrepresentation herein, I may be required to sell my Securities.

The undersigned hereby represents and warrants that each statement contained herein is true, correct and complete, and understands that the Issuers, the Reorganized Debtors, and/or the New Holding Companies may require additional information to confirm any eligibility to receive Securities.

EXECUTED ON BEHALF OF: _____

By: _____

Schedule B

ELIGIBLE U.S. PERSON

Each Eligible Holder who ticked the box for paragraph 3(a)(ii) of the Securities Eligibility Determination Form to which this Schedule B is attached must also complete and execute this Schedule B and return it with the Securities Eligibility Determination Form on or before 5:00 p.m. (New York time) on the Forfeiture Date for such Holder's Allowed Claim. Capitalized terms have the meanings given them in the Securities Eligibility Determination Form to which this Schedule B is attached.

_____ 1. I hereby acknowledge that all Securities are being offered, sold and distributed in
Initial an exempt transaction not involving a public offering;

AND

_____ 2. I hereby represent and warrant that I am (and each Beneficial Owner on whose
Initial behalf I am making such representations and warranties is) either (i) a Qualified Institutional Buyer, or (ii) an Accredited Investor;

AND

_____ 3. I hereby represent and warrant that I am (and each Beneficial Owner on whose
Initial behalf I am making such representations and warranties is) either (i) a Qualified Purchaser or (ii) a Knowledgeable Employee;

AND

_____ 4. I hereby represent and warrant that I am (and each Beneficial Owner on whose
Initial behalf I am making such representations and warranties is) acquiring any such Securities for my (or its) own account and not with a view to the resale or other distribution thereof and I represent and agree that the Issuers are justifiably entitled to fully rely on the truthfulness and completeness of these representations and agreements for purposes of issuing the Securities and for their ultimate delivery to the undersigned, and that if I breach any covenant contained herein or make any misrepresentation herein, I may be required to sell my Securities;

AND

- _____ *Initial*
5. I hereby represent and warrant that I have (and each Beneficial Owner on whose behalf I am making such representations and warranties has) conducted my (or its) own investigation with respect to the Securities and I have (and it has) received the Disclosure Statement and all information that I believe (or it believes) is necessary or appropriate in connection with my (or its) purchase of the Securities. I have (and each Beneficial Owner has) such knowledge and experience in financial and business matters that I am (or it is) capable of evaluating the merits and risks of a prospective investment in the Securities. I have (and each Beneficial Owner has) the ability to bear the economic risk of my (or its) investment in the Securities, adequate means of providing for my (or its) current and contingent needs, and no need for liquidity with respect to my (or its) investment in the Securities, and I am (or it is) able to sustain a complete loss of my (or its) investment in the Securities.

In furtherance of the representations in paragraphs 2 and 3 above, you must complete and initial a combination of (i) either paragraph 4 or 5 above AND (ii) paragraph 6 or 7 below.

Either a QIB or an Accredited Investor

- _____ *Initial*
4. I hereby represent and warrant that I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) a QIB, or “qualified institutional buyer” as defined in Rule 144A(a)(i) under the Securities Act because I am (and such Beneficial Owner is) one of (a) through (f) below (*initial as applicable*):
- _____ *Initial*
- (a) one of the entities listed in Rule 144A(a)(1)(i) who, acting for my (or its) own account or the accounts of other QIBs, in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the undersigned (or any such Beneficial Owner);
- _____ *Initial*
- (b) a dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), acting for its own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with you (or such Beneficial Owner) (excluding securities constituting the whole or a part of an unsold allotment to or subscription by you (or such Beneficial Owner) as a participant in a public offering);
- _____ *Initial*
- (c) a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a QIB;
- _____ *Initial*
- (d) an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other QIBs,

that is part of a “family of investment companies” (within the meaning of Rule 144A(a)(iv)) which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with you (or such Beneficial Owner) or are part of such family of investment companies;

Initial (e) an entity, all of the equity owners of which are QIBs, acting for its own account or the accounts of other QIBs;

Initial (f) a bank as defined in section 3(a)(2) of the Securities Act, a savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Securities Act, or a foreign bank or savings and loan association or equivalent institution, acting for my (or such Beneficial Owner’s) own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with me (or such Beneficial Owner) and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 or 18 months from the date hereof, as required in Rule 144A(a)(vi).

OR

Initial 5. I hereby represent and warrant that I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) an Accredited Investor as defined in Rule 501(a) of Regulation D under the Securities Act because I am one of (a) through (h) below (*initial as applicable*):

Initial (a) I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) one of (i) through (vi) below (*tick the appropriate box(es), as applicable*):

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

(ii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act or an insurance company as defined in Section 2(13) of the Securities Act;

(iii) an investment company registered under the Investment Company Act or a business

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

- (iv) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (v) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000;

\$ _____ in total assets.

(vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 otherwise meeting the requirements of Rule 501(a)(i) of Regulation D under the Securities Act.

_____ (b) any private business development company as defined in Section
Initial 202(a)(22) of the Investment Advisers Act of 1940.

_____ (c) any organization described in Section 501(c)(3) of the Internal
Initial Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

_____ (d) a director, executive officer, or general partner of the issuer of the
Initial securities being offered or sold, or a director, executive officer, or general partner of a general partner of that issuer.

_____ (e) a natural person whose individual net worth, or joint net worth with
Initial that person's spouse, exceeds \$1,000,000, calculated without including the value of any primary residence and otherwise calculated as required under Rule 501(a)(5) of Regulation D under the Securities Act.

\$ _____ net worth.

_____ (f) a natural person who had the following income levels for the past

Initial

two years and has a reasonable expectation of reaching the same income level in the current year (*tick the box for (i) or (ii) below, as applicable*):

- (i) individual income in excess of \$200,000 in each of the two most recent years;

individual annual income of
 \$_____ and \$_____
 in the past two years.

OR

- (ii) joint income with that person’s spouse in excess of \$300,000 in each of the two most recent years;

individual annual income of
 \$_____ and \$_____
 in the past two years.

- (g) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

- (h) an entity in which all of the equity owners are Accredited Investors.

AND

(You must also complete either paragraph 6 or 7 below.)

Qualified Purchaser or Knowledgeable Employee

- 6. I hereby represent and warrant that I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) a Qualified Purchaser as defined in Section 2(A)(51) of the Investment Company Act because I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) one of (a) through (d) below (*initial as applicable*):

_____ (a) a natural person (including, if applicable, a person who holds a joint,
Initial community property, or other similar shared ownership interest in an issuer that is excepted from the definition of “investment company” under the Investment Company Act pursuant to Section 3(c)(7) thereunder with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in investments (as defined in Rule 2a51-1 under the Investment Company Act); or

Total investments owned: \$_____

_____ (b) a company that owns not less than \$5,000,000 in investments and
Initial that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons, and I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) not a company referred to in Section 2(a)(51)(b) under the Investment Company Act; or

Total investments owned: \$_____

_____ (c) a trust that is not covered by clause (b) directly above and that was
Initial not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (a) or (b) above or clause (d) below; or

_____ (d) a person, acting for its own account or the accounts of other
Initial qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in investments.

Total investments owned: \$_____

OR

_____ 7. I hereby represent and warrant that I am a Knowledgeable Employee as defined
Initial in Rule 3c-5 under the Investment Company Act because I am (and each Beneficial Owner on whose behalf I am making such representations and warranties is) one of (a) or (b) below (initial as applicable).

- _____ *Initial*
- (a) a *current* Executive Officer (within the meaning of Rule 3C-5 under the Investment Company Act), director, trustee, general partner, advisory board member, or person serving in a similar capacity, of the relevant Issuer of the Security to be distributed to such Eligible Holder or an Affiliated Management Person (within the meaning of Rule 3c-5 under the Investment Company Act) of the relevant Issuer.
- _____ *Initial*
- (b) a *current* employee of the relevant Issuer or a current Affiliated Management Person of the relevant Issuer (other than an employee performing solely clerical, secretarial or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of such Issuer, other Covered Companies (within the meaning of Rule 3c-5 under the Investment Company Act), or investment companies the investment activities which are managed by such Affiliated Management Person of the Issuer or other Covered Company, provided that such employee has been performing such functions and duties for or on behalf of the relevant Issuer or other Covered Company or the Affiliated Management Person of the relevant Issuer or other Covered Company, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

The undersigned hereby represents and warrants that each statement contained herein is true, correct and complete on the date hereof, and will be true, correct and complete on each date on which the undersigned receives Securities, and understands that he or she may be required to provide additional information to confirm any eligibility to receive Securities.

EXECUTED ON BEHALF OF: _____

By: _____