

**BENTALLGREENOAK ASIA IV
SUBSCRIPTION AGREEMENT**

BentallGreenOak Asia IV
c/o BentallGreenOak Asia GP IV, LP
399 Park Avenue, 18th Floor
New York, NY 10022

Ladies and Gentlemen:

1. *Subscription.* The undersigned (the “Investor”) subscribes for and agrees to purchase a limited partnership interest (“Interests”) in the applicable Partnership (as defined below) designated by the Investor on its signature page hereto, and, upon admission, to become a limited partner of such Partnership with a Capital Commitment (as defined in the Partnership Agreement referred to below) set forth on the signature page hereof. The Investor acknowledges that this subscription is conditioned upon acceptance by or on behalf of BentallGreenOak Asia GP IV, LP (the “General Partner”) on behalf of the Partnership (as defined below) and may be accepted or rejected in whole (but not in part) by the General Partner in its sole discretion. The Investor agrees that, upon admission as a Limited Partner of the Partnership, it shall be bound by and shall receive the benefit of all the terms and provisions of the Amended and Restated Agreement of Exempted Limited Partnership of the Partnership (as amended from time to time, the “Partnership Agreement”) in the final form provided to the Investor (which terms are incorporated herein by reference as if set out in full), and to the extent applicable to such Investor, as the same may be amended, supplemented or otherwise modified by a side letter agreement by and between the General Partner and the Investor dated the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Side Letter”). The term “Partnership” as used in this Subscription Agreement shall mean the exempted limited partnership to which the Investor is hereby subscribing, as indicated by the Investor on its signature page to this Subscription Agreement, which shall be one of BentallGreenOak Asia IV, LP (the “Asia Fund”), BentallGreenOak Asia (USD) IV, LP (the “USD Fund”), BentallGreenOak Asia (USD Parallel) IV, LP (the “USD Parallel Fund”), BentallGreenOak Asia Parallel IV, LP (the “Asia Parallel Fund”), or BentallGreenOak Asia (USD) Feeder IV, LP (the “Feeder”) (each of the Asia Fund, the USD Fund, the USD Parallel Fund, the Asia Parallel Fund and the Feeder individually, an “Asia IV Fund” and collectively, the “Asia IV Funds”). The Feeder has been established to invest all of its investable assets in the USD Fund. With respect to an Investor that subscribes for an Interest in the Feeder, the term the “Partnership” shall mean the Feeder and/or the USD Fund, either individually or collectively as the context so requires. Capitalized terms used herein and not defined shall have the definitions given to such terms in the Partnership Agreement. With respect to an Investor that subscribes for an Interest in the Feeder, the term “Partnership Agreement” shall mean the Amended and Restated Agreement of Exempted Limited Partnership of the Feeder and/or the Amended and Restated Agreement of Exempted Limited Partnership of the USD Fund, either individually or collectively as the context so requires.

In addition, the Investor may designate on its signature page hereto to have a certain percentage of its Capital Commitment that would otherwise be allocated to the Asia IV Funds (such designation,

an “India Election”) designated for subscription to an investment vehicle, which is expected to be a Luxembourg special limited partnership, to be formed for the purpose of making investments in India (such to-be-formed vehicle, the “BGO Asia IV – India Fund”). The interests in the BGO Asia IV – India Fund being offered pursuant to this Subscription Agreement will be separate from the Interests issued in respect of the Asia IV Funds and, if the Investor makes an India Election, the Investor will be required to enter into other agreements or instruments which the General Partner deems appropriate to effectuate the Investor’s subscription to the BGO Asia IV – India Fund. The BGO Asia IV – India Fund will be a separate investment fund operated independently from the Asia IV Funds. The terms and conditions related to the BGO Asia IV – India Fund are set forth in more detail in Schedule I attached hereto.

Notwithstanding anything in this Subscription Agreement to the contrary, until such time as this Subscription Agreement is accepted by the General Partner, the Investor may revoke this Subscription Agreement by providing written notice to the General Partner, at any time and for any reason, as determined in the Investor’s sole discretion. Following any rejection of the Investor’s subscription by the General Partner or any withdrawal of the same by the Investor, the Investor shall have no further obligations to the Partnership, the General Partner or the other Limited Partners. Unless otherwise determined by the General Partner, all monetary transactions between the Partners and the Partnership, including Capital Contributions and distributions, shall be effected in (i) Japanese Yen if the Investor is subscribing for an interest in BentallGreenOak Asia IV, LP or BentallGreenOak Asia Parallel IV, LP or (ii) U.S. Dollars if the Investor is subscribing for an interest in BentallGreenOak Asia (USD) IV, LP, BentallGreenOak Asia (USD Parallel) IV, LP or BentallGreenOak Asia (USD) Feeder IV, LP. Once an Investor’s India Election is accepted by the General Partner, such Investor’s India Election and its corresponding commitment thereto are irrevocable and binding.

2. *Other Subscription Agreements.* The Partnership has entered into or expects to enter into separate subscription agreements (the “Other Subscription Agreements”) with other investors (the “Other Investors”), providing for the sale to the Other Investors of Interests and the admission of the Other Investors as Limited Partners at the Closing (as defined below) or at other Closings. This Subscription Agreement and the Other Subscription Agreements are separate agreements, and the sales of Interests to the Investor and the Other Investor are separate sales.

3. *Closing.* The closing of the sale to the Investor, and the subscription for and purchase by the Investor, of an Interest as provided for in Section 1, and the admission of the Investor as a Limited Partner (the “Closing”), shall take place on the date that this Subscription Agreement (having been also signed by the Investor) has been accepted by the General Partner on behalf of the Partnership. At the Closing (or as soon as practicable thereafter), the General Partner will list the Investor as a Limited Partner on the Partnership’s register of Limited Partners. Where a subscription for an Interest is accepted and the Investor is admitted as a Limited Partner, the Interest will be treated as having been issued, and the Investor will be treated as having been admitted as a Limited Partner, with effect from the relevant Closing notwithstanding that there may be a delay in entering the Investor’s name in the register of Limited Partners. Any Capital Contribution made by the Investor at the Closing will accordingly be subject to investment risk in the Partnership with effect from the Closing. The closing of the BGO Asia IV – India Fund may not occur at the same time as the Closing. The closing of the BGO Asia IV – India Fund will occur at such time as BGO determines is appropriate following establishment of the BGO Asia IV –

India Fund vehicle.

4. *Representations, Warranties and Covenants of the Investor.* To induce the General Partner to accept this subscription on behalf of the Partnership, the Investor represents, warrants and covenants as follows:

(a) The Investor has been furnished and has carefully read (i) the Confidential Private Placement Memorandum relating to the Partnership (as amended or supplemented through the closing date of the Investor's subscription for the Interests, the "Memorandum"), (ii) a final form of the Partnership Agreement, and (iii) to the extent the Investor has made an India Election, the information set forth on Schedule I attached hereto.

(b) Except as otherwise agreed by the General Partner in writing, the Investor is acquiring the Interests for the Investor's own account, does not have any contract, undertaking or arrangement with any person or entity to Transfer a participation with respect to any of the Interests, and is not acquiring the Interests with a view to or for sale in connection with any distribution of such Interests. The Investor will not Transfer or deliver any interest in the Interests except in accordance with the terms and conditions set forth in the Partnership Agreement, the Side Letter and any provisions of law applicable to the Investor.

(c) If the Investor has indicated in the Investor Questionnaire that it is a non-U.S. Person, any offers to sell and offers to buy the Interests, except for offers and sales to discretionary or similar accounts held for the benefit or account of a non-U.S. Person by a U.S. dealer or other professional fiduciary, were made to or by the Investor while the Investor was outside the United States, in accordance with applicable local law, and at the time that the Investor's order to buy the Interests was originated the Investor was outside the United States.

(d) The Investor acknowledges that it is investing on its own initiative and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests, understands the risks of, and other considerations relating to, a purchase of the Interests, including, but not limited to, the matters set forth under the caption "Risk Factors and Conflicts of Interest" in the Memorandum and provisions of the Partnership Agreement relating to Defaulting Partners, including the penalties in relation thereto, and is able to bear the risks of an investment in the Interests. The Investor understands that the Partnership may have no or only a limited operating history. The Investor believes that the compensation terms of the Partnership Agreement constitute an "arm's-length" arrangement and the Investor has received adequate disclosure from the General Partner to enable it to understand and evaluate the compensation and other terms of the Partnership Agreement and the risks associated therewith.

(e) The Investor understands that the Interests have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is

any such registration contemplated. The Investor understands and agrees further that the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and other applicable securities laws, or an exemption from registration under the Securities Act and other applicable securities laws covering the sale of the Interests is available or the Investor is otherwise permitted to Transfer the Interests pursuant to the terms and conditions of the Partnership Agreement or the Side Letter. Even if such an exemption is available, the assignability and transferability of the Interests will be governed by the Partnership Agreement, which imposes substantial restrictions on Transfer. The Investor understands that legends stating that the Interests have not been registered under the Securities Act and other applicable securities laws and setting out or referring to the restrictions on the transferability and resale of the Interests will be placed on any documents evidencing the Interests, and that for all of the foregoing reasons, no market exists or is expected to develop for the Interests. Notwithstanding the foregoing, the Partnership does not anticipate issuing certificates to evidence the Interests.

(f) The Investor represents and warrants that unless the Investor has indicated “Yes” to Question 10 in Section H of the Investor Questionnaire and has made a separate written disclosure to the General Partner relating to the information requested in Section H of the Investor Questionnaire, neither the Investor, nor any person who for purposes of Rule 506(d) and Rule 506(e) (collectively, the “Bad Actor Rule”) of the Securities Act beneficially owns or will beneficially own the Investor’s Interest in the Partnership is subject to any conviction, order, judgment, decree, suspension, expulsion or bar described in the Bad Actor Rule, whether it occurred or was issued before, on or after September 23, 2013, and agrees that it will notify the General Partner immediately upon becoming aware that the foregoing is not, or is no longer, complete and accurate in every material respect, including as a result of events occurring after the date of this Subscription Agreement. In furtherance thereof, the Investor represents and warrants that it has accurately answered the questions in Section H of the Investor Questionnaire.

(g) The Investor’s overall commitment to the Partnership and other investments that are not readily marketable is not disproportionate to the Investor’s net worth, and the Investor has no need for immediate liquidity in the Investor’s investment in the Interests.

(h) The Investor has been furnished any materials the Investor has requested relating to the Partnership and the opportunity to invest in the Interests or any statement made in the Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the General Partner concerning the terms and conditions of an investment in the Interests and to obtain any additional information necessary to evaluate the accuracy of any representations or information set forth in the Memorandum. The Investor acknowledges that it has received all materials that it has requested relating to the Partnership.

(i) Other than as set forth in this Subscription Agreement, the Side Letter, the Memorandum, the Partnership Agreement or in any other separate agreement in writing with the Partnership or the General Partner executed in conjunction with the Investor’s subscription for Interests, the Investor is not relying upon any other information

(including, without limitation, any advertisement, presentation, pamphlet, article, notice or other communication published in any newspaper, magazine, website or similar media or broadcast over television, radio or the internet, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Partnership, the General Partner, any affiliate of the foregoing or any agent of them, written or otherwise, in determining to invest in the Partnership. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor's own advisors as to the financial, tax, legal and related matters concerning an investment in the Interests and on that basis believes that an investment in the Interests is suitable and appropriate for the Investor. The Investor acknowledges and understands that, assuming the Partnership at no time holds "plan assets" subject to ERISA, neither the General Partner nor BentallGreenOak Asia Advisor LP, the investment advisor of the Partnership (the "Investment Adviser"), is a fiduciary (as defined in ERISA, which is defined below) with respect to the assets of the Partnership and, in any event, that the General Partner intends to act as a custodian, and not a fiduciary, with respect to the assets of the Feeder.

(j) If the Investor is not a natural person, (i) the Investor is duly organized, formed or incorporated, as the case may be, and validly existing and in good standing under the laws of the Investor's jurisdiction of organization, formation or incorporation, (ii) the Investor has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for the Interests, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby, and (iii) the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for the Interests. The Investor understands and agrees that the representations and warranties set forth in this paragraph (j) will be deemed repeated and reaffirmed by the Investor as of each date that it is required to make a contribution of capital to the Partnership pursuant to the Partnership Agreement.

(k) If the Investor is a natural person, the Investor has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for the Interests.

(l) This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement (except as expressly set forth in the Partnership Agreement and/or the Side Letter), when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except to the extent that its enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and to general equitable principles.

(m) If the Investor is, or is acting on behalf of, an employee benefit plan

which is subject to the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), to induce the Partnership to accept this subscription, the Investor hereby makes the following additional representations, warranties and covenants to the Partnership and to the Partnership’s general and limited partners:

i. The person executing this Subscription Agreement on behalf of the Investor either is a “named fiduciary” (within the meaning of ERISA) of the Investor, or is acting on behalf of a named fiduciary of the Investor pursuant to a proper delegation of authority.

ii. The person executing this Subscription Agreement on behalf of the Investor represents and warrants on behalf of such person or the Investor, as applicable, as follows:

(A) The Investor is (i) an employee benefit plan within the meaning of Section 3(3) of Title I of ERISA, (ii) a plan as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) that is subject to Section 4975 of the Code, including individual retirement accounts or Keogh plans (a party described in (i) or (ii), a “Plan”), or (iii) any entity whose underlying assets include plan assets by reason of plans investing in such entity (a “Plan Asset Entity”).

(B) The execution and delivery of this Subscription Agreement and the consummation of the transactions contemplated hereunder will not (assuming the Partnership at no time holds “plan assets” subject to ERISA) result in a breach or violation of any charter or organizational documents pursuant to which the Investor was formed, or any statute, rule, regulation or order of any court or governmental agency or body having jurisdiction over the Investor or any of its assets, or in any material respect, any mortgage, indenture, contract, agreement or instrument to which the Investor is a party or otherwise subject.

(C) The investment in the Partnership is permitted by the constituent documents, policies, and procedures of the Investor and such documents, policies, and procedures permit the Investor to invest in limited partnerships which will engage directly, or, in the case of the Feeder, indirectly through its investment in the USD Fund, in the investment program described in the Partnership Agreement.

iii. The Investor acknowledges and agrees that the decision to invest in the Partnership and the review of the terms of the Partnership must be made solely and independently by a fiduciary of the Investor who has no affiliation with the General Partner or any of its affiliates or employees, without relying on any recommendation of the General Partner or any of its affiliates or employees as

a primary basis for its decision.

iv. The appropriate fiduciaries of the Investor have considered the investment in light of the risks relating thereto and fiduciary responsibility provisions of ERISA applicable to the Investor and have determined that, in view of such considerations, the investment is appropriate for the Investor and is consistent with such fiduciaries' responsibilities under ERISA, and the appropriate fiduciaries: (a) are responsible for the Investor's decision to invest in the Partnership, including the determination that such investment is consistent with the requirement imposed by Section 404 of ERISA that employee benefit plan investments be diversified so as to minimize the risk of large losses; (b) are independent of the General Partner and any of its affiliates and employees; (c) are qualified and authorized to make such investment decision; and (d) in making such decision, have not relied on the recommendation of the General Partner or any of its affiliates or employees.

v. The Investor through the appropriate fiduciaries has been given the opportunity to discuss the Investor's investment in the Partnership, and the structure and operation of the Partnership, with the General Partner and has been given all information that the Investor or the appropriate fiduciaries have requested and which the Investor or the appropriate fiduciaries deemed relevant to the Investor's decision to participate in the Partnership.

vi. If the Investor is subscribing for an Interest in the Feeder, the Investor hereby (i) directs the General Partner to invest the amount of any contribution it makes to Feeder into the USD Fund and (ii) acknowledges that during any period when the underlying assets of the Feeder are deemed to constitute "plan assets" under ERISA, the General Partner will act as a custodian with respect to the assets of the Feeder, but is not intended to be a fiduciary with respect to the assets of the Feeder for purposes of ERISA or any applicable similar law.

(n) The Investor represents that its investment is lawful and is being made in or from a jurisdiction in which it is permitted to invest in accordance with all applicable laws and regulations.

(o) The Investor has notified the General Partner in writing of all investment policies, rules, regulations or investment restrictions applicable to the Investor which could, to its knowledge (based solely on descriptions of potential Investments and investment structures described in the Partnership Agreement, the Side Letter or the Memorandum), restrict its ability to participate in potential investments. The Investor has disclosed to the General Partner in writing whether, to its knowledge, it is subject to any of the following: (i) any law, rule or regulation prohibiting, limiting or otherwise regulating the use of placement agents, finders or similar parties, directly or indirectly, in connection with its (or any Other Investor's) subscription for any Interests, regardless of whether promulgated by the Investor or by any governmental body or other third party and (ii) any disclosure and/or consent requirements in connection with the use of such parties in connection with such subscription. The Investor confirms that if applicable law, rule, or

regulation prohibits the solicitation of such Investor by a placement agent with respect to Investor's purchase of the Interests, no such solicitation has occurred. The Investor agrees to reasonably cooperate with the Partnership and the General Partner to assist with the Partnership's compliance with any such law, rule, regulation or other requirement.

(p) The Investor acknowledges that, pursuant to anti-money laundering laws and regulations within their respective jurisdictions, the Partnership, the General Partner, the Investment Adviser and the Administrator (as defined below) acting on behalf of the Partnership may be required to collect further documentation verifying the Investor's identity and/or the identity of the Investor's controlled or beneficial owners, and the source of funds used to purchase an Interest before, and from time to time after, acceptance by the Partnership of this Subscription Agreement, in accordance with the requirements, current or future, of the Cayman Islands or any other jurisdiction whose regulations apply to the Partnership. In that regard:

i. The Investor represents and warrants that the Investor: (A) has conducted thorough due diligence with respect to all of its beneficial owners, (B) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds and (C) will retain evidence of any such identities, any such source of funds and any such due diligence. The Investor further represents and warrants that it is not and none of its beneficial owners, controllers or authorized persons ("Related Persons") (if any) is, a politically exposed person³, or a family member⁴ or close associate⁵ of a politically exposed person, or is acting on behalf of a politically exposed person, or is a shell bank⁶. Further, the Investor understands that enhanced due diligence may need to be undertaken, and the General Partner reserves the right to decline the subscription, where the Investor or any of its Related Persons is a politically exposed person, or a family member or close associate of a politically exposed person, or is acting on behalf of a politically exposed person.

ii. The Investor represents and warrants that it is not and none of its affiliates or Related Persons (if any) is (A) named on any list of sanctioned entities or individuals maintained by the United States ("U.S.") (including, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State) or the United Nations or pursuant to European Union ("EU")

³ "politically exposed person" means (a) a person who is or has been entrusted with prominent public functions by a foreign (non-Cayman Islands) country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically (in the Cayman Islands) with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions.

⁴ "family member" means the spouse, parent, sibling or child of a politically exposed person.

⁵ "close associate" means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

⁶ "shell bank" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

and/or United Kingdom (“UK”) Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument) and/or Cayman Islands legislation, (B) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, the U.S., the EU, the UK and/or the Cayman Islands apply, (C) otherwise subject to sanctions imposed by the United Nations, the U.S., the EU, the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) or the Cayman Islands, or (D) otherwise a party with which the Partnership is prohibited to deal under the laws of the United States (collectively, a “Sanctions Subject”). The Investor acknowledges and agrees that (x) should the Investor or a Related Person be, or become at any time during its investment in the Partnership, a Sanctions Subject, the General Partner or its duly authorized delegate may immediately and without notice to the Investor cease any further dealings with the Investor and/or the Investor's interest in the Partnership until the Investor or such Related Person or affiliate ceases to be a Sanctions Subject or a license is obtained under applicable law to continue such dealings (a “Sanctioned Persons Event”), (y) all costs and expenses incurred by the General Partner, the Partnership or the Investor as a result of a Sanctioned Persons Event may be allocated in such manner as determined by the General Partner so as to be borne exclusively by the Investor, and (z) the Partnership, the General Partner, the Investment Adviser and the Administrator, shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Investor as a result of a Sanctioned Persons Event.

iii. Investor represents and warrants that no Capital Commitment, Capital Contribution, or payments to the Partnership by the Investor and no distribution to the Investor by the Partnership shall cause the Partnership or the General Partner to be in violation of applicable anti-money laundering or sanctions laws and regulations, including but not limited to the Bank Secrecy Act, the anti-money laundering regulations administered by FinCEN, and the sanctions laws and regulations administered by the U.S., the EU, the UK and/or the Cayman Islands. To comply with applicable U.S. anti-money laundering laws and regulations, all payments and contributions by the Investor to the Partnership and all payments and distributions to the Investor from the Partnership will only be made in the Investor's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States or that is regulated in and either based or incorporated in or formed under the law of the United States or another “Approved Country” and that is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time. The Investor represents and warrants that its subscription funds do not originate from, nor will they be routed through, an account maintained at a shell bank, and/or a bank organized or chartered under the laws of a country or territory that is designated by the FATF as a “High Risk Jurisdiction subject to a Call for Action”. The Investor further represents that,

the monies used to fund the investment in the Interests do not originate from and are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, (A) any Sanctions Subject, (B) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (C) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.” The Investor represents that (x) the Interests are to be purchased 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 Act (As Revised) of the Cayman Islands and (y) the Investor does not know or have any reason to suspect that the monies used to fund the Investor’s investment in the Interests have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities. The Investor represents and warrants that the proceeds from the Investor’s investment in the Interests will not be used (directly or indirectly through its subsidiaries or any other person) to finance any illegal activities or fund any investments, activities or transactions involving any Sanctions Subjects.

iv. The Investor agrees to provide the General Partner at any time during the term of the Partnership with such information as the General Partner determines to be necessary or appropriate to comply with the anti-money laundering laws and regulations of any applicable jurisdiction, or to respond to requests for information concerning the identity and/or the identity of the Investor’s controlled or beneficial owners, of the Investor from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information, in each case to the extent the requesting party has requested information relating to the Investor’s investment in the Partnership.

The representations and warranties set forth in this Section 4(p) shall be deemed repeated and reaffirmed by the Investor as of each date that the Investor is required to make a contribution of capital to or receives a distribution from the Partnership. If at any time during the term of the Partnership the representations and warranties set forth in this Section 4(p) shall cease to be true, the Investor shall promptly so notify the General Partner in writing.

(q) Except as otherwise set forth herein, all representations, warranties and covenants contained herein or made in writing by the Investor, or by or on behalf of the Partnership in connection with the transactions contemplated by this Subscription Agreement, shall survive the execution and delivery of this Subscription Agreement.

(r) If (i) the person completing this Subscription Agreement and executing the Investor Questionnaire is doing so on behalf of another party or (ii) the person purchasing the Interest is doing so as agent, representative, intermediary/nominee or in any similar capacity for any other person (subject to the restrictions herein and included in the Partnership Agreement), or is otherwise requested to do so by the General Partner, such person shall, upon the request of the General Partner, provide a copy of its anti-money

laundrying policies (“AML Policies”) to the General Partner. The Investor represents that it is in compliance with its AML Policies, its AML Policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundrying policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with its AML Policies.

(s) If the Investor is acquiring an Interest with the assets of the general account of an insurance company, the Investor represents, warrants and covenants that on each day the Investor owns an Interest either (i) the assets of such general account are not considered to be plan assets within the meaning of U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA, or U.S. Department of Labor regulations issued pursuant to Section 401(c)(1)(A) of ERISA, or (ii) the execution and delivery of this Subscription Agreement, and the acquisition of the Interest, is exempt from the prohibited transaction rules of Section 406(a) of ERISA and Section 4975(c)(1)(A) - (D) of the Code by virtue of U.S. Department of Labor Prohibited Transaction Class Exemption 95-60 or some other exemption from such rules.

(t) By signing this Subscription Agreement, each Investor that is either a Plan Asset Entity or is using the assets of an insurance company general account, hereby covenants that if, after its initial acquisition of the Interests, at any time during any calendar month the percentage of the assets of such general account (as reasonably determined by the Investor) or Plan Asset Entity, as applicable, that constitute “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code exceeds the percentage specified by the Investor in Question 6(d) of Section C of the Investor Questionnaire, then such Investor shall promptly notify the Partnership of such occurrence and the Partnership may require the Investor to dispose of all or a portion of the Interests held in such general account or by such Plan Asset Entity, as applicable, or take such other action as may be required by the General Partner under Section 3.03 of the Partnership Agreement.

(u) The Investor agrees to provide the General Partner, the Partnership and/or the Administrator in a timely manner any additional tax information or documentation that the General Partner, the Partnership or the Administrator believes is required or will enable it or any affiliate of the foregoing to comply with or mitigate any of their respective tax reporting, tax withholding, and/or tax compliance obligations, or which may arise as a result of a change in law or in the interpretation thereof.

(v) The Investor acknowledges and agrees that a number of obligations may be imposed on the Partnership (or any of its affiliates) under (i) sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes; (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government body) and any other jurisdiction (including any government bodies in such jurisdiction), entered into in order

to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs (i) and (ii); and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs (collectively, “AEOI”). In this regard:

i. The Investor acknowledges that in order to comply with AEOI and/or to avoid the imposition of U.S. federal withholding tax, the Partnership, the General Partner, and the Partnership’s and the General Partner’s agents and their affiliates, including, but not limited to, the Investment Adviser, and their directors or officers, may, from time to time, (A) require further information and/or documentation from the Investor, which information and/or documentation may (1) include, but will not be limited to, information and/or documentation relating to or concerning the Investor, the Investor’s direct and indirect beneficial owners and/or controlling persons (if any), any such person’s identity, residence (or jurisdiction of formation or tax residence) and income tax status, and (2) need to be certified by the Investor and, where applicable, under penalties of perjury, and (B) provide or disclose any such information and documentation to the Internal Revenue Service, the Cayman Islands Tax Information Authority and/or other governmental authorities or agencies, or to any applicable jurisdiction under AEOI, and to certain withholding agents.

ii. The Investor agrees that it shall provide and/or update such information and/or documentation concerning itself and its direct and indirect beneficial owners and/or controlling persons (if any), as and when requested by the Partnership, the General Partner or any of the Partnership’s or the General Partner’s agents, as any such person, in its sole discretion, determines is necessary or advisable for the Partnership (or any of its affiliates) to comply with its obligations under AEOI.

iii. The Investor agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent compliance with AEOI by the Partnership or any affiliate thereof, including, but not limited to, the Investor’s provision of any requested information and/or documentation.

iv. The Investor acknowledges that if the Investor provides information or documentation that is in any way misleading, or does not timely provide or update the requested information and/or documentation or waiver (each, an “AEOI Compliance Failure”), as applicable, the Partnership may, at its sole discretion and in addition to all other remedies available at law or in equity, immediately or at such other time or times redeem or withdraw all or a portion of the Investor’s Interest or investment, prohibit in whole or part the Investor from participating in additional investments of the Partnership and/or deduct from the Investor’s account and retain amounts sufficient to indemnify and hold harmless (or to the extent any such indemnity is prohibited by applicable law, reimburse) the Partnership, the General Partner and any of the Partnership’s agents, or any other subscriber/investor, or any partner, member, shareholder, director, manager, officer, employee, delegate, agent, affiliate, executor, heir, assign, successor or

other legal representative of any of the foregoing persons (together, the “AEOI Indemnified Persons” and each an “AEOI Indemnified Person”), from any and all withholding taxes, interest, penalties, costs, expenses and other losses or liabilities suffered by any such person or persons on account of an AEOI Compliance Failure; *provided* that the foregoing indemnity shall be in addition to and supplement any other indemnity provided under this Subscription Agreement.

v. To the extent that any AEOI Indemnified Person suffers any withholding taxes, interest, penalties and/or other expenses and costs on account of the Investor’s AEOI Compliance Failure, (a) the Investor shall promptly pay upon demand by or on behalf of the Partnership to the Partnership or, at the Partnership’s direction, to any of the foregoing persons, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (b) the Partnership may reduce the amount of the next distribution or distributions which would otherwise have been made to the Investor or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Investor by an amount equal to such withholding taxes, interest, penalties and other expenses and costs.

vi. The Investor acknowledges that the General Partner, in consultation with its agents, will determine in its sole discretion, whether and how to comply with AEOI, and any such determinations shall include, but not be limited to, an assessment of the possible burden to subscribers/investors, the Partnership and the General Partner of timely collecting information and/or documentation.

vii. The Investor acknowledges and agrees that it shall have no claim against any AEOI Indemnified Person for any damages or liabilities attributable to any AEOI compliance related determinations pursuant to Section 4(v)(vi); *provided* that the foregoing indemnity shall be in addition to and supplement any other indemnity provided under this Subscription Agreement or the Partnership Agreement.

(w) The Investor confirms that it has not been offered or invited as a member of the public in the Cayman Islands to subscribe for an Interest.

(x) The Investor agrees that the tax certifications, representations, warranties or covenants required to be provided and agreements required to be entered into hereunder shall survive the acceptance and closing of this subscription and the dissolution of the Partnership, without limitation as to time. Without limiting the foregoing, the Investor agrees (i) to give the Partnership prompt written notice in the event that any tax statement, certification, representation, warranty or other information provided by the Investor herein or in any document required to be provided under this Subscription Agreement (including, without limitation, any IRS Form(s) W-9 or W-8) ceases to be true at any time following the date hereof, and (ii) from time to time to provide an updated tax statement, certification, representation, warranty or other information, as applicable.

(y) The Investor acknowledges that its personal information may be

handled by a fund administrator (the “Administrator”) (as data processor on behalf of the Partnership) in accordance with applicable data privacy laws. The Investor’s information will be processed for the purposes of carrying out the services of administrator of the Partnership and to comply with legal obligations including legal obligations under applicable company law and anti-money laundering legislation. The Administrator or the Partnership will disclose the Investor’s information to third parties or to the Investment Adviser where necessary or for legitimate business interests.

(z) If (i) the Investor is a person or undertaking established, domiciled, or which has its registered office in a member state of the EEA, the Investor represents and warrants that it is, and that any Investor Party (as defined below) is, a “professional investor” as defined under Article 4(1)(ag) of the Alternative Investment Fund Managers Directive (Directive 2011/61/EU as implemented in the relevant jurisdiction and as amended, supplemented or replaced from time to time, the “AIFMD”); or (ii) the Investor is a person or undertaking established, domiciled, or which has its registered office in the UK, the Investor represents and warrants that it is, and that any Investor Party (as defined below) is, a “professional investor” as defined in Regulation 2 of the UK Alternative Investment Fund Managers Regulations 2013 (as amended, supplemented or replaced from time to time, the “UK AIFM Regulations”);

and, accordingly is:

i. An entity required to be authorized or regulated to operate in the financial market, being one of the following:

- (A) a credit institution;
- (B) an investment firm;
- (C) another authorized or regulated financial institution;
- (D) an insurance company;
- (E) a collective investment scheme or a management company of such scheme;
- (F) a pension funds and management companies of such funds;
- (G) a commodity and commodity derivatives dealers;
- (H) a local;
- (I) another institutional investor;

ii. A large undertaking meeting two of the following size requirements on a company basis:

— balance sheet total: EUR 20,000,000;

— net turnover: EUR 40,000,000;

— own funds: EUR 2,000,000;

(A) A body or entity representing or owned or controlled by a national and regional government, for example, a public body that manages public debt at national or regional level;

(B) A central bank, an international or supranational institution, such as the World Bank, the IMF, the ECB, the EIB; or another similar international organization;

(C) Another institutional investor whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions;

(D) A person or entity other than one falling in one of the categories set out immediately above, who has, on request, been categorized as a “professional client” by an appropriately authorized investment firm subject to the supervision of a financial regulatory authority in a member state of the EEA in accordance with Section II of Annex II of the second Markets in Financial Instruments Directive (Directive 2014/65/EU as implemented in the relevant jurisdiction and as amended, supplemented or replaced from time to time, “MiFID 2”) or in accordance with COBS 3.5 (Professional Clients) of the FCA Handbook (as amended, supplemented or replaced from time to time), as applicable.

(aa) An Investor that is a person or undertaking established, domiciled, or which has its registered office in a member state of the EEA or in the UK, further represents and warrants that:

i. any information regarding the Partnership which is provided to the Investor (or the Investor Party, as defined below), including, but not limited to the Memorandum, has been provided at the exclusive and explicit initiative and request of the Investor (and/or the Investor Party) in order for the Investor (and/or the Investor Party) to make its own investment decision with respect to the investment in the Partnership (a “Reverse Solicitation Request”);

ii. the Investor (and the Investor Party) has not relied upon any information provided to it directly or indirectly by the Partnership in connection with any marketing or promotion activity relating to the Partnership, other than such information relating to the Partnership as the Investor (or the Investor Party) received in response to a Reverse Solicitation Request;

iii. the participation of the Investor (and the Investor Party) in the Partnership is exclusively at the initiative of the Investor (and the Investor Party), following a Reverse Solicitation Request; and

iv. it acknowledges and agrees that it, and any Investor Party, may not have received, and may not in future receive, the same information in respect of the Partnership as would be required to be provided were the Partnership notified for marketing under the AIFMD.

For the purposes of representations above, the term “Investor Party” means the beneficial owner(s) of the Investor where the Investor acts as trustee, agent, nominee or representative for, or is otherwise investing on behalf of, such beneficial owner(s) and/or any person making the investment decision pursuant to discretionary investment management authority granted in its favour by the beneficial owner of the Investor or its assets and/or any person relied upon by the Investor in reaching the decision to subscribe, including (without limitation) any investment manager, investment advisor, or consultant of the Investor.

(bb) An Investor that is a person or undertaking established, domiciled, or which has its registered office in a member state of the EEA or the United Kingdom hereby certifies that it has reviewed the Data Protection Notice for Investors pursuant to the Data Protection Law (the “GDPR Privacy Notice”) in Annex 11 hereto, which contains certain information regarding the processing of personal data pursuant to the EU or UK version of the General Data Protection Regulation (Regulation 2016/679) (“GDPR”) and any relevant laws implementing the GDPR; and, where the Investor is not a natural person, represents and warrants that it has provided or will provide the GDPR Privacy Notice in the form set out in Annex 11 to any individuals whose personal data has been or will be transferred, directly or indirectly, to the Partnership, the General Partner or the Investment Adviser, the Administrator, or any of their affiliates, representatives and/or service providers (“Personal Data Recipients”), prior to obtaining and transferring that personal data, and that it is the controller of such personal data and is permitted to provide the personal information to the Personal Data Recipients.

The Investor acknowledges that personal data concerning the Investor, or, with respect to a legal person or entity, individuals associated with it, and set forth in this form or otherwise provided by the Investor to the Personal Data Recipients agents of the same, such as the name, address, social security/identification number, tax information, assets and income, and information regarding or relating to the subscriber/investor’s investment in the Partnership (collectively, the “Personal Data”), will be processed in the manner described in Annex 11 hereto. In the course of such processing, Personal Data may be transmitted outside the EEA or the UK to countries the data protection laws of which do not establish requirements regarding the processing of the Personal Data that are equivalent to those established under the laws of the member states of the EEA or the UK.

Such transfers may be made without the implementation of additional or specific safeguards to protect the Personal Data where such safeguards are not available, or where it is not possible or practicable to implement such safeguards. This means that the

individuals to whom the Personal Data relates will not have the same or equivalent rights and protections with respect to the Personal Data processed outside the EEA or the UK as they would were the transmitted Personal Data only processed in the EEA or the UK, or in a country similar to any of the members states of the EEA or the UK.

The General Partner or the Investment Adviser may use the personal data provided by the Investor to provide the Investor with information regarding investments or products sponsored by the General Partner or the Investment Adviser or their affiliates in which the Investor may be interested. If the Investor objects to such use of its Personal Data, it should check the box below.



(please tick the box, as applicable)

(cc) The Investor represents and warrants that all personal data provided to the Partnership or its affiliates and/or delegates (including, without limitation, the Administrator) by or on behalf of the Investor has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Investor shall ensure that any personal data that the Investor provides to the Partnership or its affiliates and/or delegates (including, without limitation, the Administrator) is accurate and up to date, and the Investor shall promptly notify the Partnership if the Investor becomes aware that any such data is no longer accurate or up to date. The Investor acknowledges that the Partnership, its affiliates and/or its delegates may transfer and/or process personal data provided by the Investor outside of the Cayman Islands and the Investor hereby consents to such transfer and/or processing and further represents that it is duly authorized to provide this consent on behalf of any individual whose personal data is provided by the Investor. The Investor acknowledges receipt of the Partnership's privacy statement attached hereto and the Cayman Islands Data Protection Notice attached as Annex 6 (collectively the "Partnership Privacy Notice"). The Investor shall promptly provide the Partnership Privacy Notice to (i) each individual whose personal data the Investor has provided or will provide to the Partnership or any of its affiliates and/or delegates in connection with the Investor's investment in the Partnership (such as a directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Investor as may be requested by the Partnership or any of its affiliates and/or delegates. The Investor shall also promptly provide to any such individual, on request by Partnership or any of its affiliates and/or delegates, any updated versions of the Partnership Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Partnership or any of its affiliates and/or delegates has directly or indirectly provided that individual's personal data.

(dd) If an Investor is a resident of Japan as defined under the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949, as amended) (a "Resident of Japan"):

i. The Investor is aware that, with respect to the Partnership, the solicitation of offers to acquire Interests falls under the category of “Solicitation for Small Number of Investors” (shoninzu muke kanyu) defined in Article 23-13, Paragraph 4 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “FIEA”) and securities registration statements have not been and will not be filed under Article 4, Paragraph 1 of the FIEA, and the Interests may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any Resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any Resident of Japan except in compliance with the disclosure exemption under the FIEA or otherwise in compliance with the FIEA and other applicable laws and regulations of Japan;

ii. The Investor is aware that the Interests fall under the definition of the rights in a so-called “Foreign Collective Investment Scheme” as set forth in Article 2, Paragraph 2, Item 6 of the FIEA;

iii. All the following conditions are satisfied:

(A) (i) The Investor is and, as long as the Investor holds Interests, will be a Qualified Institutional Investor (tekikaku kikan toshika) as defined under Article 10, Paragraph 1 of the Definitions Ordinance (a “QII”); and (ii) there is no Resident of Japan who has contributed, or will contribute, funds to the Investor in the manner set forth in Article 16, Paragraph 1, Item 13, subparagraph (ro) of the Definitions Ordinance (“Indirect Investors”); and

(B) The Investor will not Transfer its Interests if such Transfer will cause the General Partner, the Partnership or their affiliates to assume the disclosure obligations set forth under Chapter 2 (Disclosure of Corporate Affairs and Other Related Matters) of the FIEA or to fail to satisfy the requirements for a statutory exemption (the “De Minimis Exemption”) relied by the General Partner as provided for Article 16, Paragraph 1, Item 13 of the Definitions Ordinance. Accordingly, no Transfer of the Interest may be made unless all of the following conditions are met:

I. The Transfer shall be made only in compliance with the disclosure exemption under the FIEA or otherwise in compliance with the FIEA and other applicable laws and regulations of Japan;

II. The Transfer shall not cause the General Partner to fail to satisfy the requirements of Article 16, Paragraph 1, Item 13 of the Definitions Ordinance. For this purpose, all of the following conditions must be met:

(1) A transferee shall be a QII or other Residents of Japan who satisfy the requirements set forth in Article 16, Paragraph 1, Item 13, subparagraph (i) of the Definitions Ordinance (“Direct Investors”);

(2) Any Residents of Japan who contribute funds to Direct Investors in the manner set forth in Article 16, Paragraph 1, Item 13, subparagraph (ro) of the Definitions Ordinance are QIIs;

(3) The total number of Direct Investors and Indirect Investors, as a result of multiple offerings or transfers, shall be fewer than 10; and

(4) The total amount of contributions from Direct Investors is one-third or less of the total amount of all the contributions from all investors in the Partnership.

(C) In addition to the foregoing transfer restrictions described in Section 4(dd)iii(B) above, the Investor will not cause the General Partner to fail to satisfy the requirements of Article 16, Paragraph 1, Item 13 of the Definitions Ordinance. Accordingly, the Investor will (i) not have Residents of Japan other than QIIs contribute funds into the Investor in the manner set forth in Article 16, Paragraph 1, Item 13, subparagraph (ro) of the Definitions Ordinance, and (ii) not have Residents of Japan who are QIIs contribute funds into the Investor if such an act would cause the total number of Direct Investors and Indirect Investors to become 10 or more.

Provided, however, that, if the General Partner determines in its sole discretion that, instead of the De Minimis Exemption, it relies on the Specially Permitted Businesses for Qualified Institutional Investor, etc., Exemption (the “SPBQII Exemption”) as provided for in Article 63, Paragraph 1 of the FIEA and the General Partner notifies Limited Partners to such effect, 4(dd)iii. above shall be replaced with the following:

(X) (i) the Investor is and, as long as the Investor holds Interests, will be (I) a QII or (II) a non-QII who falls under Article 17-12, Paragraph 1 of the Order for Enforcement of the Financial Instruments and Exchange Act (an “Eligible Non-QII”); and (ii) the Investor does not and, as long as the Investor holds Interests, will

not fall under Article 63, Paragraph 1, Item 1, subparagraphs (i) through (ha) of the FIEA;

(Y) the Investor will not Transfer its Interests if such Transfer will cause the General Partner, the Partnership or their affiliates to assume the disclosure obligations set forth under Chapter 2 (Disclosure of Corporate Affairs and Other Related Matters) of the FIEA or to fail to satisfy the requirements of Article 63, Paragraph 1, Item 1 and Item 2 of the FIEA; and

(Z) (i) if the Investor is a QII, it will remain a QII as long as it holds Interests and it may not Transfer its Interests to any person other than a QII who does not fall under Article 63, Paragraph 1, Item 1, subparagraphs (i) through (ha) of the FIEA; and (ii) if the Investor is not a QII, it may not Transfer its Interests to any person other than a QII or Eligible Non-QII who do not fall under Article 63, Paragraph 1, Item 1, subparagraphs (i) through (ha) of the FIEA, and it may not Transfer its Interests to another person in any manner other than by Transfer of such Interests in its entirety to one transferee.

(ee) If the Investor makes an India Election, the Investor hereby agrees to subscribe for and make a capital commitment in the amount of the Investor's India Election to the BGO Asia IV – India Fund, an entity to be established by the General Partner that is expected to be a Luxembourg special limited partnership, the purpose of which will be to make Investments in India. The BGO Asia IV – India Fund is expected to be controlled and managed by the Investment Adviser, General Partner or an Affiliate thereof, and is expected to be governed by organizational documents containing provisions substantially similar in all material respects to those of the Partnership, except (i) with such differences as may be required or otherwise deemed to be beneficial or useful by the General Partner in light of the circumstances (as determined in its sole and absolute discretion) by the legal, tax, regulatory or other similar considerations; (ii) with such differences as described in Schedule I hereto; (iii) that the returns and performance of the BGO Asia IV – India Fund will not be aggregated with that of the Asia IV Partnerships; and (iv) that the terms of the BGO Asia IV – India Fund and those of the Partnership will be separate and not coterminous.

(ff) If the Investor is making an India Election, the Investor represents and warrants that it has carefully read the “India-Specific Risk Factors and Potential Conflicts of Interest” in Schedule I.

(gg) If the Investor is making an India Election, the Investor hereby makes, constitutes and appoints the General Partner and/or its authorized officers and agents, successors and assigns, with full power of substitution, as the Investor's true and lawful representative and attorney-in-fact, and agent of the Investor, to make, execute, acknowledge, verify, swear to, deliver, record and file, in the Investor's name, place and stead, (a) the limited partnership agreement of the BGO Asia IV – India Fund (the “BGO

Asia IV – India Fund Operating Agreement”), (b) any duly adopted amendments to the BGO Asia IV – India Fund Operating Agreement (including by way of any side letters, including but not limited to the Side Letter), (c) any other agreement or instrument which the General Partner deems appropriate to effectuate the Investor’s subscription to the BGO Asia IV – India Fund and admit the Investor as a limited partner, member, shareholder or similar equity or debt holder, as the circumstances so require, of the BGO Asia IV – India Fund and (d) any documents, instruments, certificates or agreements which the General Partner deems necessary in connection with any letter of credit, credit facility or similar borrowing arrangement entered into by the BGO Asia IV – India Fund; *provided* that, any document executed pursuant this power of attorney does not subject or potentially subject the Investor to any obligations or liabilities not expressly described in the BGO Asia IV – India Fund Operating Agreement or the Memorandum. The Investor agrees to provide such information and execute and deliver such documents with respect to itself and its direct and indirect beneficial owners as the General Partner (or an Affiliate thereof) may reasonably request to effectuate the Investor’s India Election including a subscription agreement containing representations, warranties and covenants substantially similar to those contained herein and to comply with any law or regulation to which the BGO Asia IV – India Fund may be subject, including applicable anti-money laundering and know-your-customer requirements.

5. *Subscription Facility.* The Investor acknowledges that it has read and understands Section 5.04(d) of the Partnership Agreement relating to any Subscription Facility (as defined in the Partnership Agreement) and that, among other things (but subject to the Side Letter), the Investor may be required to deliver certain financial information to the lender thereunder and to promptly execute, in connection with any such Subscription Facility, a certificate similar to that described in the Partnership Agreement and will be required to make certain representations, warranties and covenants that may be included therein. If at any time during the term of the Partnership the representations and warranties set forth in such certificate shall cease to be true, the Investor shall promptly, after learning of such fact, notify the General Partner in writing.

6. *Tax Information.* The Investor certifies that (a) the Investor’s name and address provided in the Investor Questionnaire (as well as taxpayer identification or social security number, if the Investor is a U.S. Person (as defined in Section 10)) are correct and (b) the Investor will complete and return with this Subscription Agreement (i) the appropriate IRS Form(s) W-9, W-8, or any successor forms, as applicable, and (ii) if the Investor is a U.S. Person, Payer’s Request for Taxpayer Identification Number and Certification, if necessary. The Investor agrees to execute properly and provide to the Partnership (or to any of its agents or affiliates) in a timely manner any relevant tax documentation that may be reasonably required by the General Partner in connection with the Partnership. The Investor has indicated in the Investor Questionnaire whether it is a U.S. Person (or is not a U.S. Person) and (in the case of a U.S. Person) of the Investor’s state of residency for state and local income tax purposes and hereby agrees to immediately notify the General Partner of any change to Investor’s status as such at any time during which the Investor holds or owns any Interests. The Investor agrees to provide the General Partner with any information in connection with any Transfer of the Investor’s Interest in the Partnership (which is subject to the consent of the General Partner and the terms and conditions of the Side Letter), including information regarding the purchase price and the Investor’s tax basis in its Interest. The General Partner agrees that any tax withholding with respect to the Investor shall be subject to the

terms and conditions of the Partnership Agreement and/or the Side Letter.

7. *Further Advice and Assurances.*

(a) All information that the Investor has provided to the Partnership, including, but not limited to, any information in or provided pursuant to the Investor Questionnaire, is true, correct and complete as of the date hereof, and the Investor agrees to notify the General Partner promptly following it becoming aware if any representation or warranty contained in this Subscription Agreement or any of the information in the Investor Questionnaire becomes untrue, inaccurate, misleading, incomplete or otherwise requires updating at any time. For so long as the Investor is a Limited Partner in the Partnership, the Investor further agrees to provide any revised or updated information necessary to cause the Investor Questionnaire to remain true and correct as soon as practicable upon the Investor becoming aware that any such change or revision is necessary.

(b) The parties acknowledge and understand that the Investor as Nominee is subscribing on behalf of a Citi Direct Investor. Accordingly, notwithstanding any other agreement to the contrary (including the Engagement Letter and the Nominee Supplemental Agreement), the Investor agrees to provide such information and execute and deliver such documents with respect to itself and its direct and indirect beneficial owners (including the Citi Direct Investor) as the General Partner may reasonably request to verify the accuracy of the Investor's representations and warranties herein or to comply with any law or regulation to which the Partnership may be subject. The parties also agree any Transfer of beneficial ownership of the Interest by the Citi Direct Investor shall be subject to the Partnership Agreement notwithstanding Section 9(h) of the Engagement Letter or the Nominee Supplemental Agreement. Terms used in this clause (b) and not otherwise defined in this Subscription Agreement or the Partnership Agreement are as defined in the Engagement Letter (which is defined in Investor's side letter entered into on the same date hereof).

8. *Power of Attorney.* The Investor, by executing this Subscription Agreement, hereby makes, constitutes and appoints the General Partner and/or its authorized officers and agents, successors and assigns, with full power of substitution, as the Investor's true and lawful representative and attorney-in-fact, and agent of the Investor, to make, execute, acknowledge, verify, swear to, deliver, record and file, in the Investor's name, place and stead, (a) the Partnership Agreement (including the power of attorney set forth in Section 14.03 thereof), (b) any duly adopted amendments to the Partnership Agreement (including by way of any side letters, including but not limited to the Side Letter), (c) any other agreement or instrument which the General Partner deems appropriate to admit the Investor as a Limited Partner of the Partnership and (d) any documents, instruments, certificates or agreements which the General Partner deems necessary in connection with any letter of credit, credit facility or similar borrowing arrangement entered into by the Partnership or the Parallel Partnerships; *provided* that, any document executed pursuant this power of attorney does not subject or potentially subject the Investor to any obligations or liabilities not expressly described in the Partnership Agreement or the Memorandum; *provided, further*, that the power of attorney set forth in this Subscription Agreement shall be deemed immediately revoked and of no further effect in the event the General Partner files a voluntary

petition for bankruptcy, is dissolved or is no longer the general partner of the Partnership.

Subject to the immediately preceding sentence, the foregoing power of attorney is hereby declared to be irrevocable and coupled with an interest and is given to secure a proprietary interest of the donee or the performance of an obligation owed to the donee, and it shall survive the bankruptcy, death, dissolution or legal disability or cessation to exist of Investor to the fullest extent permitted by law and shall extend to its heirs, executors, personal representatives, successors and assigns, and the Transfer of all or any part of the Interest of Investor, *provided, however,* that if Investor Transfers all or any part of its Interest, the foregoing power of attorney of Investor shall survive such Transfer only until the first to occur of (x) such time as the transferee shall have been admitted to the Partnership as a Substitute Limited Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution or (y) the Investor is removed as a limited partner from the books and records of the Partnership. The Investor acknowledges and agrees that under the terms of the Partnership Agreement (as supplemented by the Side Letter) each Limited Partner grants a further power of attorney to the General Partner as provided for therein.

9. *Indemnity.* The Investor understands that the information provided in this Subscription Agreement, in the Investor Questionnaire and pursuant to the following sentence will be relied upon by the General Partner and the Partnership for, among other things, the purpose of determining the eligibility of the Investor to purchase the Interests in the Partnership. The Investor agrees to indemnify (or if not permitted by applicable law, reimburse) and hold harmless, to the maximum extent permitted by law (but subject to any limitations in the Side Letter), (i) the General Partner, the Investment Adviser, BentallGreenOak (Canada) Limited Partnership, BentallGreenOak (U.S.) Limited Partnership, BGO Holdings (Cayman), LP and each of their respective Affiliates (collectively, "BGO"); (ii) each of the current and former directors, officers, partners, members, stockholders, employees, agents and representatives of the foregoing and each of their respective Affiliates; and (iii) any other Person designated by the Partnership or the General Partner as a Covered Person who serves at the request of the Partnership or the General Partner on behalf of the Partnership as a director, officer, partner, member, stockholder, employee, agent or representative of any other Person that is an Affiliate, portfolio company or subsidiary of the Partnership or the General Partner (together, the "Covered Persons" and each a "Covered Person") from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement, in the Investor Questionnaire or in any other document provided by the Investor to the Partnership or in any agreement executed by the Investor with the Partnership or the General Partner in connection with the Investor's investment in the Interests. The foregoing indemnification obligations shall not be enforceable against the Investor in connection with the Investor's breach of the Partnership Agreement, including, without limitation, the failure to make a Capital Contribution, and the remedies and rights available against the Investor with respect to such breach are set forth in the Partnership Agreement. To the fullest extent permitted by law, in the event the Investor breaches its obligations, the Investor's liability under this paragraph shall be limited to actual damages, and the Investor shall not be liable for punitive, consequential, exemplary or similar damages. The provisions of this Section 9 are in addition to any specific indemnities provided by the Investor pursuant to this Subscription Agreement (including those provided under Section 4(v)) and in the event of any conflict between this Section 9 and those specific indemnities, such specific indemnities shall govern to the extent that the matter giving rise to a claim for

indemnification relates thereto.

10. Certain Definitions. “U.S. Person” means (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a foreign entity located in the United States; (f) any 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; (g) any 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; and (h) any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by Accredited Investors who are not natural persons, estates or trusts.

The following are not U.S. Persons: (a) any discretionary 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; (b) any estate administered or executed by a professional fiduciary that is a U.S. Person if (i) the estate is governed by foreign law and (ii) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion for the assets of the estate; (c) any trust managed by a professional fiduciary that is a U.S. Person, if (i) a trustee who is not a U.S. Person has sole or shared investment discretion for the trust’s assets and (ii) no beneficiary of the trust (and no settlor, for revocable trusts) is a U.S. Person; (d) an Employee Benefit Plan established and administered in accordance with the law and customary practices of a country other than the United States; (e) any agency or branch of a U.S. Person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the insurance or banking business and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or (f) 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 any other similar international organizations, and their agencies, affiliates and pension plans.

“United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

11. Obligation to Make Capital Contributions. The obligation of the Investor to make Capital Contributions to the Partnership is unconditional except as expressly set forth in the Partnership Agreement or the Side Letter and shall not be affected by any insolvency or bankruptcy of the Partnership. The Investor agrees, subject to the terms and conditions of the Partnership Agreement and the Side Letter, to fund such Capital Contributions without setoff, counterclaim or defense. In connection with any subscription credit facility or other similar borrowing arrangement by the Partnership, the Investor hereby irrevocably (a) waives any and all of the Investor’s rights under, and any and all of the benefits of Sections 365(c)(1), 365(c)(2) and 365(e)(2) of the U.S. Bankruptcy Code (the “Bankruptcy Code”) in respect of any case involving the Partnership as debtor under the Bankruptcy Code (an “Applicable Bankruptcy Case”) insofar as any of such sections would apply to the Investor’s obligation to make Capital Contributions to

the Partnership (including any of the rights of the Investor thereunder to terminate, or assert a defense to the assumption or enforcement of such obligation), (b) consents to the assumption and enforcement of such obligation by the trustee or other representative of the debtor's estate in any Applicable Bankruptcy Case and (c) agrees to reconfirm the waiver contained in clause (a) above and the consent contained in clause (b) above to the trustee or other representative of the debtor's estate in any Applicable Bankruptcy Case at any time requested by the lender or similar obligee of any indebtedness of the Partnership. In addition to the foregoing, the obligation of the Investor to make Capital Contributions to the Partnership with respect to any Subscription Facility shall survive any winding up of the Partnership whether such winding up may result from any Applicable Bankruptcy Case, from an event of default under the terms of the indebtedness of the Partnership or otherwise and shall be fully enforceable against the Investor notwithstanding such winding up until such indebtedness shall have been repaid in full. Each of the provisions of this Section 11 shall be binding upon the Investor and the Investor's successors and permitted assigns. The Investor hereby acknowledges that the Investor has consulted its own legal counsel concerning the implications of the provisions of this Section 11. For the avoidance of doubt, the waivers set forth in this Section 11 shall in no way prejudice (or act as a waiver of) Investor's right to assert claims against the Partnership, the General Partner or any other Person in one or more separate actions.

12. *Miscellaneous.* This Subscription Agreement is not assignable by the Investor without the prior written consent of the General Partner. The representations and warranties made by the Investor in this Subscription Agreement, including the Investor Questionnaire, will survive the closing of the transactions contemplated hereby. The Investor Questionnaire is an integral part of this Subscription Agreement and will be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together will constitute one instrument. This Subscription Agreement, the Partnership Agreement and the Side Letter (if any) constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith. **Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, this Subscription Agreement will be governed by and construed in accordance with the laws of the Cayman Islands.**

For the avoidance of doubt, a person's execution and delivery of this Subscription Agreement by electronic signature and electronic transmission (jointly, an "Electronic Signature"), including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Subscription Agreement by or on behalf of such Person and shall bind such Person to the terms of this Subscription Agreement. The parties hereto agree that this Subscription Agreement and any additional information incidental hereto may be maintained as electronic records. Any Person executing and delivering this Subscription Agreement by Electronic Signature further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of this Subscription Agreement as may be reasonably requested by the General Partner.

13. *Distributions.* Distributions to the Investor in respect of its Interests will be made to the account(s) specified in Section A of the Investor Questionnaire or as otherwise specified in writing by the Investor to the General Partner and acknowledged and accepted by the

General Partner in writing.

14. *Consumer Privacy.* By execution of this Subscription Agreement, the Investor acknowledges receipt of the Partnership's privacy policy set forth herein (the "Privacy Statement"). Furthermore, the Investor consents to the disclosure by the General Partner and the Partnership of the Investor's identity, investment in the Partnership and qualification to invest in the Partnership (*e.g.*, the Investor's status as an "accredited investor" or otherwise), as well as any relationship between the Investor and the General Partner to the following persons: (a) the Investment Adviser and its Affiliates; (b) any bank or other party with whom the Partnership has or intends to conduct business that has requested such information; (c) any regulatory or tax authority having jurisdiction over the Investment Adviser, the Partnership, the General Partner, any Limited Partner or any of their respective Affiliates or any regulatory or tax authority that requests such information in connection with any proposed Investment or disposition of an Investment; (d) in connection with any litigation or other dispute or otherwise as necessary or appropriate to enforce the terms of the Partnership Agreement; (e) any directors, officers, employees, agents, attorneys, accountants or other service providers of the Investment Adviser, the Partnership, the General Partner or any of their respective Affiliates; and (f) as required by any law, rule or regulation or in response to any subpoena or other legal process.

15. *Data Protection Representations and Warranties – For California Investors Only:*

(a) Each Investor that is a California resident acknowledges receipt of the California-specific Privacy Policy attached hereto as Annex 7, which explains the types of personal information that the Partnership, the General Partner and the Investment Adviser collect and disclose, and the purposes relating thereto, as well as the rights granted to California residents under the California Consumer Privacy Act (together with any implementing regulations, as amended from time to time, the "CCPA").

(b) The Investor represents and warrants that, where applicable, it has provided or will provide the California-specific Privacy Policy attached hereto as Annex 7 to any individuals whose personal information was or is to be transferred, whether directly or indirectly to the Partnership, the General Partner and the Investment Adviser, or any of their affiliates, representatives and/or service providers, prior to obtaining and transferring that personal information.

(c) If the Investor is subscribing as an agent, nominee, custodian or similar representative on behalf of a beneficial owner and is itself a "business" or a "third party" that is subject to the CCPA, such agent, nominee, custodian or representative represents and warrants that it has complied with all of its obligations under the CCPA, as applicable, with respect to any of the personal information, as defined under the CCPA, of a California resident natural person that the Investor has provided to the Partnership, the General Partner, the Investment Adviser, their affiliates, representatives and/or service providers in connection with the Investor's investment

16. *Cayman Islands Reporting Requirement.* The Investor acknowledges and understands that if any person in the Cayman Islands knows or suspects or has reasonable grounds

for knowing or suspecting that another person is engaged in criminal conduct or money laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector or other trade, profession, business or employment, the 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 Act (As Revised) 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, or the Financial Reporting Authority pursuant to the Terrorism Act (As Revised) of the Cayman Islands if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a 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.

17. *Confidentiality.* The Investor acknowledges that certain information with respect to the Partnership and the Investor's capital account in the Partnership may be unaudited, estimated or otherwise subject to future verification or revision. The Investor hereby acknowledges and agrees to the confidentiality provisions of Section 15.08 of the Partnership Agreement.

18. *Representations and Warranties of the General Partner and the Investment Adviser.* The General Partner on behalf of itself (and with respect to Investors in the Feeder, in its capacity as the general partner of the Feeder and the USD Fund), the Partnership and the Investment Adviser (to the extent applicable) represents and warrants to and agrees with the Investor that each of the following statements will be true and correct on the date hereof and on the closing of the Investor's Interest in the Partnership:

(a) The General Partner is an exempted limited partnership duly formed and registered and validly existing in good standing under the laws of the Cayman Islands with all requisite power and authority, acting through its general partner, to enter into this Subscription Agreement, the Partnership Agreement and the Side Letter (if any), to carry out the provisions and conditions hereof and thereof, and to consummate the transactions contemplated hereby and thereby.

(b) The Partnership is an exempted limited partnership duly formed and registered and validly existing in good standing under the laws of the Cayman Islands with (acting through the General Partner, in its capacity as general partner of the Partnership) all requisite partnership power and authority to conduct its business as described in the Partnership Agreement and to consummate the transactions contemplated thereby and under the Subscription Agreement.

(c) The Investment Adviser is an exempted limited partnership duly formed and registered and validly existing in good standing under the laws of the Cayman Islands with (acting through its general partner) all requisite power and authority to enter into the Investment Advisory Agreement, to carry out the provisions and conditions thereof, and to consummate the transactions contemplated thereby and by the Partnership Agreement and this Subscription Agreement.

(d) The execution, delivery and performance by the General Partner of

this Subscription Agreement, the Partnership Agreement and the Side Letter (if applicable)) have been authorized by all necessary action on behalf of the General Partner, and this Subscription Agreement, the Partnership Agreement and the Side Letter (if applicable) are legal, valid and binding agreements of the General Partner and the Partnership, enforceable against the General Partner and the Partnership in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(e) The execution and delivery of this Subscription Agreement, the Partnership Agreement and the Side Letter (if applicable), the consummation of the transactions contemplated thereby and the performance of the Partnership's and the General Partner's respective obligations under this Subscription Agreement, the Partnership Agreement and the Side Letter (if applicable) will not (i) conflict with or result in any violation of or default under any provision of the Partnership Agreement or any other agreement or instrument to which any of the Partnership or the General Partner is a party or by which any of them or any of their respective properties are bound, or any license, permit, franchise or regulation applicable to the Partnership or the General Partner or their respective businesses or properties, (ii) violate any statute, regulation, law, order, writ, injunction, judgment or decree to which the Partnership or the General Partner or any of their respective properties is subject which would materially and adversely affect the operations, properties or business of the Partnership or obligations of the General Partner under the Partnership Agreement or (iii) require the consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of the Partnership or the General Partner.

(f) Upon execution and unconditional delivery to the General Partner of this Subscription Agreement and the Side Letter (if applicable) by the Investor and acceptance of this Subscription Agreement by the General Partner, the Investor will have been duly admitted as a Limited Partner of the Partnership, entitled to all the benefits, and subject to all the obligations, of a Limited Partner under the Partnership Agreement and the Act, as amended from time to time.

(g) The offer and sale of the Interests to the Investor as contemplated by this Subscription Agreement do not require registration under the Securities Act (assuming the accuracy of the representations and warranties of the Investor and the other Limited Partners contained in their respective Subscription Agreements).

(h) The Partnership is not required to register as an "investment company" under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act") (assuming the accuracy of the representations and warranties of the Investor and the other Limited Partners contained in their respective Subscription Agreements).

(i) To the best of its knowledge, there is no legal action, suit,

arbitration, or other legal or administrative or other government investigation, inquiry, or proceeding pending or threatened against or affecting (1) any Covered Person that is entitled to indemnification, or the advancement of expenses, under Section 11.02 of the Partnership Agreement or (2) the Partnership or any of its properties or assets, which if adversely decided against the Partnership could reasonably be expected to have a material adverse effect on the Partnership.

(j) None of BGO, the Partnership, the Parallel Partnerships, or any Key Person is a defendant in: (1) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority relating to a violation of securities, tax, fiduciary or criminal laws, or (2) a civil action (or settlement in lieu thereof) brought by investors in a common investment vehicle for violation of duties owed to the investors.

(k) Each of the General Partner, the Investment Adviser, the Partnership and the Key Persons, have all licenses, consents and authorizations necessary for the performance of their duties and exercise of their discretions under the Partnership Agreement.

(l) None of the Partnership, the General Partner, the Investment Adviser, or their respective Affiliates or any of the Key Persons is in default (nor to the General Partner's knowledge has any event occurred which with notice, lapse of time or both, would constitute a default) with respect to any material obligation, agreement or condition of the Partnership Agreement, or any material agreement, license, permit, franchise or certificate by which it is bound or to which it is subject, nor is such Person in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which such Person is subject, which default or violation would have a material adverse effect on the business or financial condition of any of the aforementioned Persons or impair such Person's ability to carry out its obligations or business.

19. A person who is not a party to this Subscription Agreement may not, in its own right or otherwise, enforce any term of this Subscription Agreement except that:

(a) Each AEOI Indemnified Person may in its or their own right enforce Section 4(v)(iv) and Section 4(v)(vii) of this Subscription Agreement; and

(b) Each Covered Person may in its or their own right enforce Section 9 of this Subscription Agreement;

in each case subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised), as amended, modified, re-enacted or replaced.

Notwithstanding any other term of this Subscription Agreement, the consent of any person who is not a party to this Subscription Agreement (including without limitation any Limited Partner, AEOI Indemnified Person or Covered Person who is not a party to this Subscription Agreement) is not required for any amendment to, or variation, release, rescission or termination of this Subscription Agreement.

20. Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) shall

not apply to this Subscription Agreement or to any notice given or communication made hereunder or in connection herewith.

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**Signature page to Subscription Agreement of
BentallGreenOak Asia IV**

IN WITNESS WHEREOF, the undersigned has executed and unconditionally delivered this Subscription Agreement as a deed on the date set forth below, and this Subscription Agreement shall be and become a binding agreement between the Partnership and the BGO Asia IV – India Fund (if applicable) and the undersigned when executed and unconditionally delivered by the General Partner.

Please check the box of the Partnership to which the Investor is subscribing:

- BentallGreenOak Asia IV, LP (*Capital Commitment will be in Japanese Yen (¥)*)
- BentallGreenOak Asia Parallel IV, LP (*Capital Commitment will be in Japanese Yen (¥)*)
- BentallGreenOak Asia (USD) IV, LP (*Capital Commitment will be in U.S. Dollars (\$)*)
- BentallGreenOak Asia (USD Parallel) IV, LP (*Capital Commitment will be in U.S. Dollars (\$)*)
- BentallGreenOak Asia (USD) Feeder IV, LP (*Capital Commitment will be in U.S. Dollars (\$)*)

Amount of requested Capital Commitment: JPY1,496,000,000

India Election: **Yes** **No**

If Yes, amount of requested Capital Commitment noted above that Investor would like to invest in the Asia IV - India Fund

5% **10%**

Date: 1 August 2024

INVESTOR:

August Ally Limited

(Name of Investor)

For and on behalf of
AUGUST ALLY LIMITED

By:

Name: Lee Wing Yin
Title: Director

Authorized Signature(s)

WITNESS:

Wilson Wong

(Name of Witness)

(Signature of Witness)

ACCEPTANCE OF SUBSCRIPTION
(to be filled out only by the General Partner)

The General Partner, or its delegates, hereby accepts the above application for subscription, subject to the provisions of the Subscription Agreement and the Partnership Agreement, on behalf of the Partnership. The General Partner, for itself and as general partner of the Partnership, agrees with the Investor to be bound by the terms of the Partnership Agreement.

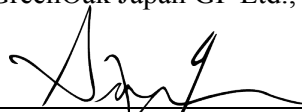
Please check the box of the Partnership to which the Investor is being admitted:

- BentallGreenOak Asia IV, LP
- BentallGreenOak Asia Parallel IV, LP
- BentallGreenOak Asia (USD) IV, LP
- BentallGreenOak Asia (USD Parallel) IV, LP
- BentallGreenOak Asia (USD) Feeder IV, LP

Executed and unconditionally delivered as a deed:

BentallGreenOak Asia GP IV, LP, for itself and in its capacity as general partner of the Partnership

By: GreenOak Japan GP Ltd., its general partner

By: 
Name: Andrew Yoon
Title: Director

WITNESS: 

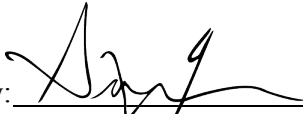
Executed, unconditionally delivered and accepted on _____

Amount accepted for the Asia IV Fund specified above: JPY 1,496,000,000.00

Amount accepted for the Asia IV - India Fund: USD (\$) _____

BentallGreenOak Asia Advisor LP, solely with respect to the representations and warranties made in paragraph 18 of the Subscription Agreement

By: GreenOak Japan GP Ltd., its general partner

By: 
Name: Andrew Yoon
Title: Director