

Ironsides Co-Investment Fund III, L.P.
Ironsides Offshore Co-Investment Fund III, L.P.
Ironsides Co-Investment Fund III-QC, L.P.

300 Brickstone Square, #1001
Andover, MA 01810
October 16, 2020

Dear Investor:

Ironsides III GP, LLC (the “General Partner”) is proposing amendments to (i) the Amended and Restated Agreement of Limited Partnership of Ironsides Co-Investment Fund III, L.P. (the “Partnership”) dated as of June 5, 2013, as amended (the “Partnership Agreement”) set forth in Exhibit A of the attached consent, (ii) the Amended and Restated Agreement of Exempted Limited Partnership of Ironsides Offshore Co-Investment Fund III, L.P. (the “Offshore Partnership”) dated as of June 5, 2013, as amended (the “Offshore Partnership Agreement”) set forth in Exhibit B of the attached consent and (iii) the Amended and Restated Agreement of Limited Partnership of Ironsides Co-Investment Fund III-QC, L.P. (the “Parallel Partnership” and, together with the Offshore Partnership and the Partnership, the “Ironsides III Partnerships”) dated as of June 5, 2015, as amended (the “Parallel Partnership Agreement” and together with the Partnership Agreement and the Offshore Partnership Agreement, the “Agreements”) set forth in Exhibit C of the attached consent. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Partnership Agreement, the Offshore Partnership Agreement or the Parallel Partnership Agreement, as applicable.

Pursuant to the terms of the Agreements, each of the Ironsides III Partnerships may reinvest proceeds that that represent a return of capital up to an amount equal to 20% of its aggregate capital commitments. In light of current circumstances in the United States and around the world in connection with COVID-19 and the impact such circumstances have had on the valuations of certain portfolio companies held by the Ironsides III Partnerships, the General Partner is proposing to amend each of the Agreements, to permit each of the Ironsides III Partnerships to reinvest proceeds that represent a return of capital up to an amount equal to 25% of its aggregate capital commitments in order to enable the Ironsides III Partnerships to pursue what the General Partner believes to be attractive investment opportunities in existing portfolio companies.

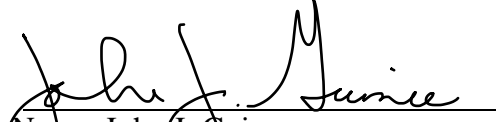
Please execute the attached consent where indicated and return your executed consent to Kaitlin Mitchell via email at kaitlin.mitchell@ropesgray.com as soon as practicable, but in any event no later than October 30, 2020.

Please do not hesitate to contact John Guinee at (978) 749-9600 with any questions or comments. Legal questions may be directed to Debra Lussier of Ropes & Gray LLP at (617) 951-7588. Thank you for your consideration.

IRONSIDES CO-INVESTMENT FUND III, L.P.
IRONSIDES OFFSHORE CO-INVESTMENT FUND III, L.P.
IRONSIDES CO-INVESTMENT FUND III-QC, L.P.

By: IRONSIDES III GP, LLC, its General Partner

By:



Name: John J. Guinee
Title: Authorized Signatory

Ironsides Co-Investment Fund III, L.P.
Ironsides Offshore Co-Investment Fund III, L.P.
Ironsides Co-Investment Fund III-QC, L.P.

Limited Partner Consent

The undersigned, being a Limited Partner of Ironsides Co-Investment Fund III, L.P., a Delaware limited partnership (the "Partnership"), Ironsides Offshore Co-Investment Fund III, L.P., a Cayman Islands exempted limited partnership (the "Offshore Partnership") or Ironsides Co-Investment Fund III-QC, L.P., a Delaware limited partnership (the "Parallel Partnership"), as indicated below, is hereby notified of the proposed amendments to (i) the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of June 5, 2013, as amended (the "Partnership Agreement") substantially in the form attached hereto as Exhibit A (the "Amendment"), (ii) the Amended and Restated Agreement of Exempted Limited Partnership of the Offshore Partnership dated as of June 5, 2013, as amended (the "Offshore Partnership Agreement") substantially in the form attached hereto as Exhibit B (the "Offshore Amendment") and (iii) the Amended and Restated Agreement of Limited Partnership of the Parallel Partnership dated as of June 5, 2015, as amended (the "Parallel Partnership Agreement") substantially in the form attached hereto as Exhibit C (the "Parallel Amendment"). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Partnership Agreement, the Offshore Partnership Agreement or the Parallel Partnership, as applicable.

The undersigned is a Limited Partner of:

- The Partnership
- The Offshore Partnership
- The Parallel Partnership

The undersigned hereby consents to and approves (i) the Amendment in substantially the form attached hereto as Exhibit A, (ii) the Offshore Amendment in substantially the form attached hereto as Exhibit B and (iii) the Parallel Amendment in substantially the form attached hereto as Exhibit C, as applicable:

Yes No

The undersigned acknowledges that pursuant to Section XIV of the Partnership Agreement, the Offshore Partnership Agreement and the Parallel Partnership Agreement, as applicable, the General Partner has been appointed as attorney-in-fact on behalf of the undersigned to execute all instruments as the General Partner determines to be appropriate to evidence the adoption of the Amendment, the Offshore Amendment and the Parallel Amendment, as applicable.

Pursuant to Article XII and Article XIII of the Partnership Agreement, the Offshore Partnership Agreement and the Parallel Partnership Agreement, as applicable, the Amendment, the Offshore Amendment and the Parallel Amendment shall become effective upon the signature of the General Partner following receipt of the consent of a majority-in-interest of the Limited Partners, in accordance with the Partnership Agreement, the Offshore Partnership Agreement and the Parallel

Partnership Agreement, as applicable.

Except as expressly amended hereby, all of the provisions of the Partnership Agreement, the Offshore Partnership Agreement and the Parallel Partnership Agreement shall remain in full force and effect.

With respect to the Partnership and the Parallel Partnership Agreement, this consent shall be governed by, and construed under, the domestic substantive laws of the State of Delaware without regard to any principles of conflict of law that would make applicable the domestic substantive laws of any other jurisdiction.

With respect to the Offshore Partnership, this consent shall be governed by, and construed under, the domestic substantive laws of the Cayman Islands without regard to any principles of conflict of law that would make applicable the domestic substantive laws of any other jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this consent as of the date indicated below.

LIMITED PARTNER:

By: _____

Name:

Title:

Date: _____

IRONSIDES CO-INVESTMENT FUND III, L.P.

**Amendment No. 2 to Amended and Restated Agreement of Limited Partnership of
Ironsides Co-Investment Fund III, L.P.**

Reference is made to the Amended and Restated Agreement of Limited Partnership of Ironsides Co-Investment Fund III, L.P. (the "Partnership") dated as of June 5, 2013, as amended, by and among the Ironsides III GP, LLC and the Limited Partners (the "Partnership Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Partnership Agreement. **Text in bold reflects additional language and stricken text reflects deleted language.**

1. Section 4.01(b)(i)(A) of the Partnership Agreement is hereby amended and restated to read as follows:

(A) The Partnership may reinvest Portfolio Proceeds that represent a return of capital prior to their distribution to the Partners, and recall for reinvestment distributed Portfolio Proceeds that represent a return of capital; provided, that in no event may the amount retained or recalled pursuant to this clause (A) exceed ~~20%~~**25%** of Aggregate Capital Commitments.

**IRONSIDES OFFSHORE CO-INVESTMENT
FUND III, L.P.**

**Amendment No. 2 to Amended and Restated Agreement of Exempted Limited
Partnership of Ironsides Offshore Co-Investment Fund III, L.P.**

Reference is made to the Amended and Restated Agreement of Exempted Limited Partnership of Ironsides Offshore Co-Investment Fund III, L.P. (the “Offshore Partnership”) dated as of June 5, 2013, as amended, by and among the Ironsides III GP, LLC and the Limited Partners (the “Offshore Partnership Agreement”). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Offshore Partnership Agreement, as applicable. **Text in bold reflects additional language and stricken text reflects deleted language.**

1. Section 4.01(b)(i)(A) of the Offshore Partnership Agreement is hereby amended and restated to read as follows:

(A) The Co-Investment Partnership and/or the Partnership may reinvest Portfolio Proceeds that represent a return of capital prior to their distribution to the Partners, and recall for reinvestment distributed Portfolio Proceeds that represent a return of capital; provided that in no event may the amount retained or recalled pursuant to this clause (A) exceed ~~20%~~**25%** of Aggregate Capital Commitments.

Exhibit C

IRONSIDES CO-INVESTMENT FUND III-QC, L.P.

**Amendment No. 1 to Amended and Restated Agreement of Limited Partnership of
Ironsides Co-Investment Fund III-QC, L.P.**

Reference is made to the Amended and Restated Agreement of Limited Partnership of Ironsides Co-Investment Fund III-QC, L.P. (the "Parallel Partnership") dated as of June 5, 2015, as amended, by and among the Ironsides III GP, LLC and the Limited Partner (the "Parallel Partnership Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Parallel Partnership Agreement, as applicable. **Text in bold reflects additional language and stricken text reflects deleted language.**

1. Section 4.01(b)(i)(A) of the Parallel Partnership Agreement is hereby amended and restated to read as follows:

(A) The Partnership may reinvest Portfolio Proceeds that represent a return of capital prior to their distribution to the Partners, and recall for reinvestment distributed Portfolio Proceeds that represent a return of capital; provided, that in no event may the amount retained or recalled pursuant to this clause (A) exceed ~~20%~~**25%** of Aggregate Capital Commitments.