

**FOURTH AMENDMENT TO  
CAPITAL POINT PARTNERS, L.P.  
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**THIS FOURTH AMENDMENT TO CAPITAL POINT PARTNERS, L.P. AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT** (the "Amendment") dated, made and effective as of [\_\_\_\_\_], 2021, is made by Sema4, Inc., a Massachusetts corporation (the "General Partner"), as general partner and the Limited Partners set forth on the signature pages hereto.

**WITNESSETH:**

**WHEREAS**, Capital Point Partners, L.P., a Delaware limited partnership (the "Partnership"), was formed as a limited partnership under the laws of the State of Delaware pursuant to that certain Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware on February 5, 2005, and is governed by a certain Capital Point Partners, L.P. Amended and Restated Limited Partnership Agreement, dated as of August 22, 2008, and amended as of September 29, 2008, October 23, 2008 and February 17, 2017 (as further amended, restated, supplemented or modified from time to time, the "Agreement");

**WHEREAS**, on or about September 8, 2015, Limited Partners of the Partnership representing 81.59% in interest of the Limited Partners of the Partnership, (a) removed Capital Point Management, L.P., a Delaware limited partnership ("CPMLP") as the general partner of the Partnership and appointed the General Partner as the replacement general partner of the Partnership, and (b) removed Capital Point Advisors, L.P., a Delaware limited partnership ("CPA") as the Investment Manager of the Partnership;

**WHEREAS**, on or about February 17, 2017, the Partnership redeemed the partnership interest in the Partnership held by CPMLP;

**WHEREAS**, the General Partner, on the one hand, and the Limited Partners set forth on the signature pages hereto, on the other hand, wish to amend the General Partner's compensation under the Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Article I**  
**Amendments**

**1.01. Amendment of the Agreement.** By execution of this Amendment and pursuant to Section 6.7 of the Agreement, the General Partner and at least an Eighty Five Percent (85%) in Interest of the Limited Partners hereby agree to amend the Agreement as follows, effective as of the date hereof:

- (a) Section 1.1 of the Agreement is hereby amended to insert the following terms in appropriate alphabetical sequence as follows:

"3% Service Provider Settlement Amount Payment" shall mean \$132,975.87.

"5% Service Provider Settlement Amount Payment" shall mean \$221,626.46.

“Amendment No. 4. Effective Date” shall mean [insert date].<sup>1</sup>

“Contingent Compensation” shall have the meaning set forth in Section 2.5(a).

“Contingent Fee Period” shall have the meaning set forth in Section 2.5(a).

“Initial Contingent Fee Period” shall have the meaning set forth in Section 2.5(a)(i).

“Liquidity Event” shall mean any of the following: (a) a sale of more than fifty percent (50%) of the limited partnership interests of the Partnership outstanding as of the Amendment No. 4 Effective Date, which sale is originated by the General Partner, provided that such sale opportunity shall be presented to all of the Limited Partners, (b) a sale of all of the stock of PCC held by the Partnership as of the Amendment No. 4 Effective Date, which sale is originated by the General Partner, or (c) the Partnership’s receipt of distributions or dividends from PCC from the sale of individual assets or any other source.

“Subsequent Contingent Fee Period” shall have the meaning set forth in Section 2.5(a)(ii).

(b) Section 2.5(a) of the Agreement is hereby amended and restated as follows:

“Subject to the further provisions of this Section 2.5 and Section 2.8, as basic compensation for services rendered in the management of the Partnership, the Partnership shall pay the Investment Manager or General Partner a management fee (“Management Compensation”), as set forth herein. With respect to each annual period commencing with the period beginning on the Initial Closing Date and ending on the last day of the Commitment Period, Management Compensation shall equal, calculated on an annual basis, the product of (i) 1.75% times (ii) the aggregate Commitments of all Partners as of each March 31, June 30, September 30 and December 31 occurring therein. For each annual period commencing after the last day of the Commitment Period until March 30, 2019, Management Compensation shall equal, calculated on an annual basis, the product of (A) 1.65% times (B) the aggregate Cost Basis (before Write Downs) of all Portfolio Securities less all distributions pursuant to Sections 3.8(b)(i)(A), as calculated as of each March 31, June 30, September 30 and December 31 occurring therein. For purposes of the preceding sentence, the Cost Basis of a Portfolio Security shall reflect the value of such Portfolio Security on the Partnership’s books where the Partnership has written down such Portfolio Security by fifty percent (50%) or more of the original Cost Basis of such Portfolio Security. On and after the April 1, 2019, the Management Compensation shall be \$10,000 per month and shall be paid to the General Partner. Management Compensation shall be reduced in all cases by 100% of all Breakup Fees, Directors Fees or Transaction Fees received by the Investment Manager or General Partner or their Affiliates in excess of Broken Deal Expenses reimbursed to the Partnership pursuant to Section 2.5(d). Management Compensation following the Amendment No. 4 Effective Date shall be due and payable monthly in advance of the period to which it corresponds on the last day of the immediately preceding calendar month. In addition to the Management Compensation, if a Liquidity Event is consummated during the period commencing on the Amendment No. 4 Effective Date and ending on the second anniversary of the Amendment No. 4 Effective Date (the “Contingent Fee Period”), then the Partnership shall pay the General Partner a contingent fee (the “Contingent Compensation”) in an amount equal to:

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<sup>1</sup> General Partner will insert as of date amendment threshold approval is met.

(i) if such Liquidity Event is consummated on or prior to the first anniversary of the Amendment No. 4 Effective Date (the “Initial Contingent Fee Period”), (x) 5% of the net proceeds received by the Limited Partners as a result of such Liquidity Event and (y) the 5% Service Provider Settlement Amount Payment; provided, that if such Liquidity Event is an event described in clause (c) of the definition thereof, the 5% Service Provider Settlement Amount Payment shall not be due and payable unless the cumulative dividends and distributions described in such clause (c) occurring on or after the Amendment No. 4 Effective Date equal or exceed a majority of the net asset value of PCC.<sup>2</sup>

(ii) if such Liquidity Event is consummated after the first anniversary of the Amendment No. 4 Effective Date and on or prior to the expiration of the Contingent Fee Period, (x) 3% of the net proceeds received by the Limited Partners as a result of such Liquidity Event and, (y) if the 5% Service Provider Settlement Amount Payment was not paid pursuant to Section 2.5(a)(i)(y), the 3% Service Provider Settlement Amount Payment; provided, that if such Liquidity Event is an event described in clause (c) of the definition thereof, the 3% Service Provider Settlement Amount Payment shall not be due and payable unless the cumulative dividends and distributions described in such clause (c) occurring on or after the Amendment No. 4 Effective Date equal or exceed a majority of the net asset value of PCC [as of date hereof] and;

(iii) after the expiration of the Contingent Fee Period, if neither the 5% Service Provider Settlement Amount Payment nor the 3% Service Provider Settlement Amount Payment have been paid the General Partner, in connection with the final liquidation of assets as part of the Partnership’s liquidation and winding up, the 3% Service Provider Settlement Amount Payment;

provided, however, that (I) Contingent Compensation shall be reduced by 50% of the Management Compensation paid by the Partnership after the Amendment No. 4 Effective Date through the date of payment of the Contingent Compensation and (II) the Management Compensation payable by the Partnership following the payment of the Contingent Compensation shall thereafter be reduced on each Management Compensation payment date to the extent that the aggregate amount of the reductions to the Contingent Compensation and Management Compensation under this paragraph is less than 50% of the Management Compensation paid to the General Partner following the Amendment No. 4 Effective Date; provided, further, however, that in the case of clause (II) of this Section 2.5(a), the monthly payment of Management Compensation shall not be reduced by more than \$5,000 for any month. <sup>3</sup>In the event a Liquidity Event hereunder consists of a sale of limited partnership interests in the Partnership by the Limited Partners, (A) the portion of the Contingent Compensation due under this Section 2.5(a) resulting therefrom shall be paid on a several basis (and not on a joint and several basis) directly by each Limited Partner participating in such Liquidity Event to the General Partner to the extent the Contingent Compensation is allocable to such Limited Partner’s limited partnership interest in the Partnership and (B) any such Limited Partner that refuses to sell its limited partnership interests in the Partnership in connection with such Liquidity Event shall pay to the General Partner an amount equal to the portion of Contingent Compensation that would have been allocable to such Limited Partner’s limited partnership interest in the Partnership had such Limited Partner participated in such Liquidity Event.”

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<sup>2</sup> Net Asset Value to be determined upon the release of the 2020 10-K

**Article II**  
**General Provisions**

**2.01. Definitions.** Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Agreement, as amended hereby.

**2.02. Ratification.** Notwithstanding any contrary provision of the Agreement, the Partners hereby consent to, ratify and approve the amendments contained herein and agree to be bound by the terms and provisions of the Agreement as amended by this Amendment.

**2.03. Titles and Captions.** All article and section titles and captions in this Amendment are for convenience only, shall not be deemed part of this Amendment, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to “Article” and “Sections” are to Articles and Sections of this Amendment.

**2.04. Pronouns and Plurals.** Whenever the context may require, any pronoun used in this Amendment shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

**2.05. Further Action.** The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be necessary or appropriate to achieve the purposes of this Amendment.

**2.06. Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

**2.07. Integration.** The Agreement, as modified by this Amendment, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. To the extent that any provision herein shall directly conflict with any provision of the Agreement, such provision contained herein shall control. Any provisions of the Agreement which do not directly conflict with the provisions herein shall be ratified and confirmed in all respects, shall continue to be of full force and effect and shall bind each of the parties hereto.

**2.08. Creditors.** None of the provisions of this Amendment shall be for the benefit of or enforceable by any creditors of the Partnership.

**2.09. Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Amendment or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

**2.10. Counterparts.** This Amendment may be executed in counterparts and delivered by means of a facsimile machine or as an attachment to an electronic mail message in “pdf” or similar format, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

**2.11. Continuation.** The parties hereto agree that this Amendment shall not dissolve the Partnership, and the business of the Partnership shall be deemed to have continued notwithstanding this

Amendment and notwithstanding any contrary rights and privileges which may be continued in the Agreement.

**2.12. Applicable Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware.

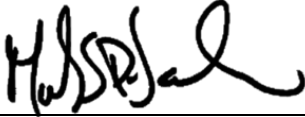
**2.13. Invalidity of Provisions.** If any provision of this Amendment is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Amendment shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

*[remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the undersigned Limited Partners have executed and delivered this document effective as of the date first written above.

**CAPITAL POINT PARTNERS, L.P.**

By: Sema4, Inc.,  
its general partner

By:  \_\_\_\_\_

Name: Mark S. DiSalvo  
Title: President and CEO

**NEW MEXICO STATE INVESTMENT COUNCIL  
(Severance Tax Permanent Fund)**

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Signature

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Name of Signatory

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Title of Signatory

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Date

**NEW MEXICO STATE INVESTMENT COUNCIL  
(Land Grant Permanent Fund)**

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Signature

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Name of Signatory

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Title of Signatory

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Date

**GENERAL RETIREMENT SYSTEM OF THE CITY OF DETROIT**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*



**CT HORIZON LEGACY FUND, L.P.**

By: Clay Hill, LLC  
Its: General Partner

By: Muller & Monroe Asset Management, LLC  
Its: Manager

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**CITY OF AUSTIN POLICE RETIREMENT SYSTEM**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**SEATTLE CITY EMPLOYEES' RETIREMENT SYSTEM**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**NEW HAVEN POLICE & FIRE PENSION FUND**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**LITTLE ROCK POLICE PENSION & RELIEF FUND**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**LITTLE ROCK FIREMEN'S RELIEF & PENSION FUND**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**ALDUS / NEW YORK FIRE FUND, L.P.**

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Signature

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Name of Signatory

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Title of Signatory

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Date

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*

**CAPITAL LINK FUND I, LLC**

By: CFG Fund Partners III, L.P. (formerly known as DLJ  
Fund Partners III, L.P.)

Its: Manager

By: CFG Holdings, L.L.C.

Its: General Partner

By: \_\_\_\_\_

Name: Burke J. Montgomery

Title: Vice President and Secretary

Date: \_\_\_\_\_

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*



**CAPITAL POINT MANAGEMENT, L.P.**

By: Capital Point Partners, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Alfred Jackson  
Title: Managing Partner  
Date: \_\_\_\_\_

*[Signature Page to Fourth Amendment to Capital Point Partners, L.P. Amended and Restated  
Limited Partnership Agreement]*