

**Item 1. Cover Page**

**Monitor Clipper Partners, LLC**

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**[www.monitorclipper.com](http://www.monitorclipper.com)**

Part 2A of Form ADV: Firm Brochure  
February 13, 2012

This brochure provides information about the qualifications and business practices of Monitor Clipper Partners, LLC. If you have any questions about the contents of this brochure, please contact us at (617) 252-2200 or [SEC-Compliance@monitorclipper.com](mailto:SEC-Compliance@monitorclipper.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about Monitor Clipper Partners, LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

**Item 2. Material Changes**

Item 2 is not applicable to Monitor Clipper Partners, LLC.

### Item 3. Table of Contents

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#### **Item 4. Advisory Business**

For purposes of this brochure, the “Adviser” means Monitor Clipper Partners, LLC (“Monitor Clipper Partners”), a Delaware limited liability company, together (where the context permits) with its affiliates that provide advisory services to and/or receive advisory fees from the Funds (as defined below). Such affiliates may or may not be under common control with Monitor Clipper Partners, LLC, but possess a substantial identity of personnel and/or equity owners with Monitor Clipper Partners, LLC. These affiliates may be formed for tax, regulatory or other purposes in connection with the organization of the Funds, or may serve as general partners of the Funds.

Monitor Clipper Partners provides investment supervisory services to investment vehicles (collectively, the “Main Funds”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”) and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”).

Additionally, Monitor Clipper Partners may also organize or control certain other “feeder” vehicles (each such vehicle, a “Feeder Vehicle”) organized to invest exclusively in a Main Fund.

The Main Funds and Feeder Vehicles are collectively referred to as the “Funds.”

The Funds make primarily long-term private equity and equity-related investments, as well as investments in debt instruments. In accordance with the Funds’ respective investment objectives, investments are generally made in companies doing business in North America and Europe. Monitor Clipper Partners’ advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of the Funds, managing and monitoring the performance of such investments and disposing of such investments.

Monitor Clipper Partners provides investment supervisory services to each Fund in accordance with a separate management agreement with such Fund (each, an “Advisory Agreement”), the limited partnership agreement (or analogous organizational document) of such Fund, and/or side letters entered into with certain investors in a Fund (collectively with the Advisory Agreement and organizational document, the “Governing Documents”).

Investment advice is provided directly to the Funds and not individually to the investors in the Funds. Services are provided to the Funds in accordance with the Governing Documents of the applicable Fund. Investment restrictions for the Funds, if any, are generally established in the Governing Documents or offering documents of the applicable Fund.

The principal owner of Monitor Clipper Partners, LLC is Monitor Clipper Partners (Cayman), L.P. Monitor Clipper Partners (including predecessor entities) has been in business since 1998. As of December 31, 2011, Monitor Clipper Partners manages a total of \$1,300,000,000 of client assets, all of which is managed on a discretionary basis.

## Item 5. Fees and Compensation

As compensation for investment supervisory services rendered to the Funds, Monitor Clipper Partners receives from each such Main Fund an advisory fee (each, an “Advisory Fee”). Advisory Fees paid by a Main Fund are indirectly borne by investors in such Main Fund, except for Feeder Funds that invest in such Main Fund, which may be exempted from paying an Advisory Fee.

Each Fund that is not a “qualified purchaser” (a “Non-QP Fund”) for purposes of the Investment Company Act of 1940, as amended, has an “investment period” of generally five years, during which period the Advisory Fee paid by Non-QP Fund is generally 2.0% per annum of the aggregate amount of subscribed capital of such Non-QP Fund. Following the termination of a Non-QP Fund’s investment period, the Advisory Fee paid by such Non-QP Fund for the balance of the term of the Non-QP Fund is generally 1.50% per annum of the amount of capital that remains invested in such Non-QP Fund. Advisory Fees for a specific Non-QP Fund may be higher or lower depending on various factors such as the size of the Non-QP Fund and the nature of the Non-QP Fund’s investment program and strategy.

In addition, Monitor Clipper Partners and its affiliates may perform management, advisory, transaction-related, financial advisory and other services (“Related Services”) for, and receive fees from, actual or prospective portfolio companies or other investment vehicles of the Funds, including fees in connection with mergers, acquisitions, add-on acquisitions, refinancings, public offerings, sales and similar transactions. These fees may be substantial. Although these fees are in addition to the Advisory Fees, Monitor Clipper Partners will generally reduce the amount of Advisory Fees paid by the applicable Fund in connection with the receipt of such fees. The amount and manner of such reduction is set forth in the Governing Documents of the applicable Fund. As some Funds do not pay Advisory Fees, any such reduction will not benefit such Funds. Additionally, a portfolio company may reimburse Monitor Clipper Partners for expenses (including without limitation travel expenses, which may include expenses for first class travel) incurred by Monitor Clipper Partners in connection with its performance of services for such portfolio company, and such reimbursements are not subject to the sharing arrangements described above, because the expenses incurred were not subject to the sharing arrangements described above. For a discussion of material conflicts of interest created by the receipt of such fees and reimbursements, please see Item 11 below.

The precise amount of, and the manner and calculation of, the Advisory Fees for each Main Fund are established by Monitor Clipper Partners, as modified by negotiations with investors in the applicable Fund, and are set forth in such Main Fund’s Governing Documents and/or other documentation received by each investor prior to investment in such Main Fund. The Advisory Fees and other fees and distributions described above are generally subject to waiver or reduction by Monitor Clipper Partners in its sole discretion, both voluntarily and on a negotiated basis with selected investors. The fee structures described above may be modified

from time to time. Fees may differ from one Fund to another, as well as among investors in the same Fund.

Advisory Fees billed to and received from the Funds are payable five days after the commencement of the applicable semiannual period.

Upon termination of an Advisory Agreement, Advisory Fees that have been prepaid are generally returned.

The Advisory Fees paid by a Fund will generally be reduced by the amount of fees paid by such Fund to persons acting as a placement agent in connection with the offer and sale of interests in such Fund to certain potential investors, as well as by fees incurred by Monitor Clipper Partners in connection with the organization of such Fund that exceed a limit specified in such Fund's Governing Documents. As some Funds do not pay Advisory Fees, any such reduction will not benefit such Funds. In addition, Monitor Clipper Partners may waive or reduce all or a portion of the Advisory Fee paid by a Fund in full or partial satisfaction of any obligation of Monitor Clipper Partners and certain employees of Monitor Clipper Partners to invest in and alongside such Fund.

To the extent provided in the Governing Documents of the Funds, Monitor Clipper Partners will pay out of Advisory Fees certain operating expenses, including expenses on account of rent, utilities, office supplies, office equipment, certain travel and entertainment, compensation of its partners and employees (other than Carried Interest described in Item 6 below) and other routine administrative expenses relating to the services and facilities provided by Monitor Clipper Partners to the Funds. Each Fund will bear all other expenses relating to it to the extent not borne by its portfolio companies, including legal, accounting, investment banking, consulting, research, brokerage, finders', custody, transfer, registration, advisory board, interest, taxes and extraordinary expenses, certain limited travel and entertainment, and other similar fees and expenses, as well as any other fees or expenses incurred by Monitor Clipper Partners or such Fund in connection with the Fund's operations that are not specifically set forth above as being paid by Monitor Clipper Partners.

Additionally, please see Item 6 below regarding "Carried Interest" that Funds may pay.

Although Monitor Clipper Partners does not generally utilize the services of broker-dealers to effect portfolio transactions for the Funds, in the event that it chooses to use a broker-dealer for limited purposes relating to a particular Fund, such Fund will incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

#### **Item 6. Performance-Based Fees and Side-By-Side Management**

With respect to each Main Fund, a portion of the profits, if any, of such Main Fund is allocated to the capital account of its general partner as "carried interest" (the "Carried Interest").

Carried Interest paid by a Main Fund is indirectly borne by investors in such Main Fund and may, therefore, be borne indirectly by investors in any Feeder Vehicles that invest in such Main Fund.

The payment by some, but not all, Funds of Carried Interest may create an incentive for Monitor Clipper Partners to disproportionately allocate time, services or functions to Funds paying Carried Interest, or allocate investment opportunities to such Funds. Generally, and except as may be otherwise set forth in the Governing Documents of the Funds, this conflict is mitigated by (i) certain limitations on the ability of Monitor Clipper Partners to establish new investment funds; (ii) contractual provisions requiring certain Funds to purchase and sell investments contemporaneously with other Funds and/or (iii) contractual provisions and procedures setting forth investment allocation requirements.

## **Item 7. Types of Clients**

Monitor Clipper Partners currently provides investment supervisory services to the Funds. Investment advice is provided directly to the Funds and not individually to investors in such Fund.

Interests in the Funds are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Investors in the Funds are generally “qualified purchasers” and/or “accredited investors” as defined in the 1940 Act, and may include, among others, high net worth individuals, banks, thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, university endowments, corporations, funds of funds, limited partnerships and limited liability companies or other entities.

Monitor Clipper Partners does not have a minimum size for a Fund, but minimum investment commitments may be established for investors in the Funds. Monitor Clipper Partners may in its sole discretion permit investments below the minimum amounts set forth in the offering documents of such Fund.

## **Item 8. Methods of Analysis, Investment Strategies and Risk of Loss**

### **Methods of Analysis and Investment Strategies**

The Funds will invest principally in leveraged control positions in middle market companies to which Monitor Clipper Partners believes it can add significant value. Investments will be sourced through the combined networks and industry expertise of Monitor Clipper Partners’ principals. The Funds will also invest in growth capital opportunities where Monitor Clipper Partners can play an active, influential role in directing the company’s strategy and operation. While Monitor Clipper Partners generally seeks to acquire private companies or divisions of public companies in negotiated settings, Monitor Clipper Partners will also pursue going-private transactions or participate in competitive sale processes where Monitor Clipper Partners believes that its strategy represents a tangible advantage relative to other potential acquirers.

Monitor Clipper Partners evaluates the attractiveness of an industry by examining the factors that impact the industry's long term margin structure: barriers to entry, threat of substitution, structure and power of suppliers, structure and power of customers, and intensity of rivalry among industry participants.

Monitor Clipper Partners targets companies in sectors where it can capitalize on industry expertise and improve enterprise value through strategic redirection, growth and/or operational improvement. Many of these companies share one or more of the following characteristics:

- Participate in industries in which Monitor Clipper Partners has considerable expertise;
- Involve decision makers or influencers with whom Monitor Clipper Partners has pre-existing relationships;
- Have current owners who wish to retain a significant stake in the business or who view management's preferences with regard to a new owner as important to their sale decision;
- Have management teams that are committed to the business and that seek to work with a private equity firm to help them drive fundamental enterprise value; and
- Have businesses to which Monitor Clipper Partners believes it can add significant value through specific initiatives to grow profitability and enhance equity value.

In evaluating potential investments, Monitor Clipper Partners adheres to the following four principles:

1. Focus on businesses that compete in attractive industries;
2. Within those industries, invest in businesses that have strong inherent competitive positions;
3. Build and invest alongside skilled, motivated management teams who are keen to work with an involved, value-adding equity partner; and
4. Invest in these businesses through transactions and structures that provide Monitor Clipper Partners with control or strong influence in directing the company's strategy and operations and attractive risk/reward characteristics.

## **Risks**

Investing in securities involves a substantial degree of risk. A Fund may lose all or a substantial portion of its investments, and investors in the Funds must be prepared to bear the risk of a complete loss of their investments.

In addition, material risks relating to the investment strategies and methods of analysis described above, and to the types of securities typically purchased by or for the Funds, include the following:



*Leveraged Nature of Investments* – While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. The Funds’ investments may involve significant leverage, as a result of which recessions, operating problems and other general business and economic risks may have a pronounced effect on the profitability or survival of the Funds’ portfolio companies. Also, increased interest rates generally increase portfolio company interest expenses. In the event any portfolio company cannot generate adequate cash flow to meet debt service, the Funds may suffer a partial or total loss of capital invested in the portfolio company.

*Highly Competitive Market for Investments* – The business of identifying and structuring transactions of the nature contemplated by the Funds is highly competitive. The Funds will be competing for investments with other private equity investment vehicles as well as other institutional investors. The size and number of private equity investment vehicles has grown dramatically in recent years, and it is likely that these trends will continue in the future. There can be no assurance that the Funds will be able to locate suitable investment opportunities, acquire them for an appropriate level of consideration, achieve its targeted rate of return, or fully invest its committed capital. An investor in a Fund must rely upon the ability of Monitor Clipper Partners to identify, structure and implement investments consistent with the Fund’s investment objective and policies.

*Financial Market Fluctuations* – General fluctuations in the market prices of securities may affect the value of the investments held by the Funds. Instability in the securities markets may also increase the risks inherent in the Funds’ investments. The ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high yield debt market or otherwise.

*Long-Term Nature of Portfolio Investments* – It is anticipated there will be a significant period of time (up to five years) before the Funds have completed their investment programs. Investments may typically take from three to seven years from the date of initial investment to reach a state of maturity when realization of the investment can be achieved. Transaction structures may not provide liquidity for a Fund’s investments prior to that time. In light of the foregoing, it is likely that no significant return from the disposition of a Fund’s investments will occur for a significant period of time after the first closing of the Fund.

*Illiquidity of Funds’ Portfolio Investments* – It is anticipated that all or a substantial portion of the Funds’ investments will consist of securities that are subject to restrictions on sale by the Funds because they were acquired from the issuer in “private placement” transactions or because the Funds will be deemed to be an affiliate of the issuer. Generally, the Funds will not be able to sell these securities publicly without the expense and time required to register the securities under the Securities Act of 1933, as amended (the “Securities Act”), or will be able to sell the securities only under Rule 144 or other rules under the Securities Act which permit limited sales under specified conditions. When restricted securities are sold to the public, the Funds may be deemed an “underwriter”, or possibly a controlling person, with respect thereto for the purpose of the Securities Act and be subject to liability as such under that Act. In

addition, practical limitations may inhibit the Funds' ability to liquidate certain of its investments in portfolio companies since the issuer will be privately held and the Funds will own a relatively large percentage of the issuer's equity securities. Sales may also be limited by market conditions, which may be unfavorable for sales of securities of particular issuers or issuers in particular industries. The above limitations on liquidity of the Funds' investments could prevent a successful sale thereof, result in delay of any sale, or reduce the amount of proceeds that might otherwise be realized.

*Other Activities of Principals of Monitor Clipper Partners* – The principals of Monitor Clipper Partners will devote such time as is necessary to conduct the affairs of the Funds in an appropriate manner. However, several of the principals of Monitor Clipper Partners will be engaged in some activities unrelated to a particular Fund, including, but not limited to, supervising the investments of other Funds. The performance of the Funds could be adversely affected by the other professional commitments of the principals of Monitor Clipper Partners.

*Contingent Liabilities on Disposition of Portfolio Investments* – In connection with the disposition of an investment in a portfolio company, the Funds may be required to make representations about the business and financial affairs of such company, and to indemnify the purchasers of such investment if those representations are inaccurate. Monitor Clipper Partners will establish reserves as appropriate to provide for such contingent liabilities. In the event that the amount of such contingent liabilities exceeds the reserves and other assets of the Funds, the investors may be required to repay to the Funds or to pay to creditors of the Funds' distributions previously received by them.

*Adverse Consequences of Ownership of Controlling Interest in Portfolio Companies* – It is expected that the Funds will often own a controlling percentage of the common equity of portfolio companies which, depending upon the amount of equity owned by the Funds, contractual arrangements between the company and the Funds, and other relevant factual circumstances, could result in an extension to one year of the 90-day bankruptcy preference period with respect to payments made to the Funds. In addition, because of its equity ownership, representation on the board of directors and/or contractual rights, the Funds may often be thought to control, participate in the management of or influence the conduct of portfolio companies. This could expose the assets of the Funds to claims by a portfolio company, its other security holders, its creditors or governmental agencies.

*Relationship with Monitor Group* – The Funds are relying in part on Monitor Clipper Partners' relationship with Monitor Group to obtain access to investment opportunities, to assess such opportunities, and to increase the value of the portfolio companies in which it invests. The termination or impairment of the Funds' privileged relationship with Monitor Group could have an adverse impact on the Funds. Moreover, there is no assurance that Monitor Group will refer to the Funds any specific level of investment opportunities, that those investment opportunities will be attractive, or that Monitor Group will be able to assist the Funds in successfully increasing the value of the portfolio companies in which the Funds invest. In addition, if a situation arises in which there exists a conflict of interest between the Funds and a client of

Monitor Group, there is a risk that such conflict would be resolved in favor of the client rather than the Funds.

*Issuance of Equity Interests in Portfolio Companies to Monitor Group* – In certain circumstances, portfolio companies in which the Funds have invested may retain Monitor Group to provide them consulting services. In such circumstances, the portfolio companies may pay a portion of Monitor Group's fee through the issuance of equity interests in such portfolio company. This arrangement is intended to align Monitor Group's interests more closely with those of the portfolio company and the Funds. However, this arrangement will also dilute the Funds' ownership interest in the portfolio company in question.

*Formation of Successor Funds* – Pursuant to the terms of the Funds' Governing Documents, Monitor Clipper Partners may, after the requisite percentage, as specified in the Governing Documents, of a Fund's subscribed capital has been invested, expended or reserved for investment or expenses, establish additional equity buyout funds which may be competitive with the Funds, and there can be no assurance that the creation of such additional funds will not give rise to conflicts of interest between the limited partners of the respective funds.

*Receipt of Ancillary Fees* – Monitor Clipper Partners and its affiliates may receive ancillary fees from portfolio companies, including commitment fees, consulting fees, break-up fees, topping fees, monitoring fees, investment banking fees, and director's fees. Investors will get the benefit of only a portion of such fees.

*Special Risks Associated with Offshore Investments* – The Funds may invest a portion of capital commitments in portfolio companies that are headquartered and that have their principal operations outside the United States and Canada. These investments involve special risks not typically associated with investments in the securities of U.S. issuers, including (a) economic and political factors, such as the risk of expropriation, restrictions on repatriation of profits, and political and social instability, (b) differences between U.S. and foreign securities markets, including the absence of uniform accounting, auditing, and financial reporting standards in foreign markets, and the relatively greater price volatility and illiquidity of foreign securities markets, (c) currency exchange risks, including the cost of converting investment cash flows from one currency into another and the possibility of fluctuations in exchange rates, and (d) tax-related issues, including the possibility of withholding taxes, confiscatory foreign taxes, and the possibility of double taxation of income earned overseas.

*Global Market Risk* – The current global economic climate is uncertain. Global market turmoil and the collapse of the stock price of several US and foreign financial institutions have increased volatility in the financial markets, which can, in turn, cause consumer and corporate confidence to weaken and reinforce the economic downturn. The availability of credit, including leverage used to acquire portfolio companies, is significantly restricted, and that restriction may have an adverse effect on the U.S. and global economy generally, the ability of the Funds to enter into certain transactions and on the ability of portfolio companies to execute their business plans. An uncertain economic climate can reduce the availability of attractive investment opportunities and inhibit Monitor Clipper Partners' ability to predict market

conditions or the performance of investments. This uncertainty may also adversely affect Fund portfolio companies.

#### **Item 9. Disciplinary Information**

Item 9 is not applicable to Monitor Clipper Partners.

#### **Item 10. Other Financial Industry Activities and Affiliations**

##### **Affiliated Adviser**

Monitor Clipper Partners currently has one affiliated adviser. Monitor Clipper Partners' affiliated adviser is Monitor Clipper Partners GmbH, an investment adviser incorporated under the laws of and doing business in the Swiss Confederation. The affiliated adviser provides material research, analysis and support to Monitor Clipper Partners' advisory business.

#### **Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

##### **Code of Ethics**

Monitor Clipper Partners has adopted a written Code of Ethics that is applicable to all of its officers and employees, as well as certain independent contractors (collectively, "Adviser Personnel"). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 (as amended, the "Advisers Act"), establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations. Adviser Personnel and their families and households may purchase investments for their own accounts, including the same investments as may be purchased or sold for a Fund, subject to the terms of the Code of Ethics. Under the Code of Ethics, Adviser Personnel are also required to file certain periodic reports with Monitor Clipper Partners' Chief Compliance Officer (the "CCO") as required by Rule 204A-1 under the Advisers Act. The Code of Ethics helps Monitor Clipper Partners detect and prevent potential conflicts of interest.

Adviser Personnel who violate the Code of Ethics may be subject to remedial actions, including, but not limited to, profit disgorgement, fines, censure, demotion, suspension or dismissal. Adviser Personnel are also required to promptly report any violation of the Code of Ethics of which they become aware. Adviser Personnel are required to annually certify compliance with the Code of Ethics.

A copy of the Code of Ethics is available to any client or prospective client upon written request to: April E. Evans, Chief Compliance Officer (SEC-Compliance@monitorclipper.com).

## **Participation or Interest in Client Transactions**

Monitor Clipper Partners and certain employees of Monitor Clipper Partners, as well as employees of Monitor Group, may invest in the Funds, as direct investors in the Funds or otherwise. A Fund or Monitor Clipper Partners may reduce all or a portion of the Advisory Fee and Carried Interest related to investments held by such persons. For further details regarding these arrangements, as well as conflicts of interest presented by them, please see “Conflicts of Interest” immediately below.

## **Conflicts of Interest**

Monitor Clipper Partners and its related entities engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to funds and operating companies. In the ordinary course of conducting its activities, the interests of a Fund may conflict with the interests of Monitor Clipper Partners, other Funds or their respective affiliates. Certain of these conflicts of interest, as well a description of how Monitor Clipper Partners addresses such conflicts of interest, can be found below.

Monitor Clipper Partners may, from time to time, establish certain investment vehicles through which certain persons may invest alongside one or more Funds in one or more investment opportunities. Such vehicles, referred to herein as co-investment vehicles, generally are contractually required, as a condition of investment, to exit their investments in each investment opportunity at substantially the same time and on substantially the same terms as the applicable Fund that is invested in that investment opportunity. Co-investment vehicles may pay Advisory Fees or Carried Interest.

### *Resolution of Conflicts*

In the case of all conflicts of interest, Monitor Clipper Partners’ determination as to which factors are relevant, and the resolution of such conflicts, will be made using Monitor Clipper Partners’ best judgment, but in its sole discretion. In resolving conflicts, Monitor Clipper Partners may consider various factors, including the interests of the applicable Funds with respect to the immediate issue and/or with respect to their longer term courses of dealing. Certain procedures for resolving specific conflicts of interest are set forth below. When conflicts arise, the following factors may mitigate, but will not eliminate, conflicts of interest:

- (1) A Fund will not make an investment unless Monitor Clipper Partners believes that such investment is an appropriate investment considered solely from the viewpoint of such Fund;

- (2) Many important conflicts of interest will generally be resolved by set procedures, restrictions or other provisions contained in the relevant offering documents and/or Governing Documents for the Funds;
- (3) Generally, each Main Fund has established an advisory committee, consisting of representatives of investors not affiliated with Monitor Clipper Partners. The advisory committees meet as required to consult with Monitor Clipper Partners as to certain potential conflicts of interest. On any issue involving actual conflicts of interest, Monitor Clipper Partners will be guided by its good faith discretion;
- (4) Where Monitor Clipper Partners deems appropriate, unaffiliated third parties may be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price; and
- (5) Prior to subscribing for interests in a Fund, each investor receives information relating to significant potential conflicts of interest arising from the proposed activities of the Fund.

### *Conflicts*

The material conflicts of interest encountered by a Fund include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by a Fund. Other conflicts may be disclosed throughout this brochure and the brochure should be read in its entirety for other conflicts.

### *Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities*

In connection with its investment activities, Monitor Clipper Partners may encounter situations in which it must determine how to allocate investment opportunities among various clients and other persons, which may include, but are not limited to, the following:

- The Main Funds;
- Any co-investment vehicles that have been formed to invest side-by-side with one or more Main Funds in one or more transactions entered into by such Main Funds (the investors in such co-investment vehicles may include individuals and entities that are also investors in one or more Funds ("Adviser Investors") and/or individuals and entities that are not investors in any Funds ("Third Parties"));
- Adviser Investors and/or Third Parties that wish to make direct investments (i.e., not through an investment vehicle) side-by-side with one or more Funds in particular transactions entered into by such Fund(s); and

- Adviser Investors and/or Third Parties acting as “co-sponsors” with Monitor Clipper Partners with respect to a particular transaction.

In recognition of its fiduciary duties, it is the policy of Monitor Clipper Partners to treat the Funds fairly and equitably in the allocation of investment opportunities and transactions more generally. Monitor Clipper Partners has adopted written policies and procedures relating to the allocation of investment opportunities, and will make allocation determinations consistently therewith.

The Funds are generally subject to investment allocation requirements (collectively, “Investment Allocation Requirements”). Investment Allocation Requirements may be set forth in the instrument under which the Fund was established (such as a Fund’s limited partnership agreement or private placement memorandum). To the extent the Investment Allocation Requirements of a Fund do not include specific allocation procedures and/or allow Monitor Clipper Partners discretion in making allocation decisions among the Funds, Monitor Clipper Partners will follow the process set forth below.

Monitor Clipper Partners must first determine which Funds will participate in an investment opportunity. Monitor Clipper Partners assesses whether an investment opportunity is appropriate for a particular Fund(s), based on the Fund’s investment objectives, strategies and structure. A Fund’s investment objectives, strategies and structure typically are reflected in the Fund’s offering memoranda and Governing Documents. Prior to making any allocation to a Fund of an investment opportunity, Monitor Clipper Partners determines what additional factors may restrict or limit the offering of an investment opportunity to the Fund(s). Possible restrictions include, but are not limited to:

- **Obligation to Offer:** Monitor Clipper Partners may be required to offer an investment opportunity to one or more Funds. This obligation to offer investment opportunities may be set forth in a Fund’s offering documents and/or operating agreement.
- **Related Investments:** Monitor Clipper Partners may offer an investment opportunity related to an investment previously made by a Fund(s) to such Fund(s) to the exclusion of, or resulting in a limited offering to, other Funds.
- **Legal and Regulatory Exclusions:** Monitor Clipper Partners may determine that certain Funds or investors in such Funds should be excluded from an allocation due to specific legal, regulatory and contractual restrictions placed on the participation of such persons in certain types of investment opportunities.

Once the Funds that will participate in a particular investment have been identified, Monitor Clipper Partners, in its discretion, decides how to allocate such investment opportunity among the identified Funds. In allocating such investment opportunity, Monitor Clipper Partners may consider some or all of a wide range of factors, which may include, but are not necessarily limited to, the following:

- Each Fund's investment objectives and investment focus;
- Transaction sourcing;
- Each Fund's liquidity and reserves;
- Each Fund's diversification;
- Lender covenants and other limitations;
- Amount of capital available for investment by each Fund as well as each Fund's projected future capacity for investment;
- Each Fund's targeted rate of return;
- Stage of development of the prospective portfolio company or other investment;
- Composition of each Fund's portfolio;
- The suitability as a follow-on investment for a current portfolio company of a Fund;
- The availability of other suitable investments for each Fund;
- Risk considerations;
- Cash flow considerations;
- Asset class restrictions;
- Industry and other allocation targets;
- Minimum and maximum investment size requirements;
- Tax implications;
- Legal, contractual or regulatory constraints; and
- Any other relevant limitations imposed by or conditions set forth in the applicable offering documents and Governing Documents of each Fund, specifically including pro rata allocations among Funds investing side-by-side based on the amount of committed capital for each such Fund participating in the investment opportunity.

Monitor Clipper Partners will seek to make all allocations of investment opportunities among the Funds in a fair and equitable manner, and will not favor or disfavor, consistently or consciously, any Fund or class of Funds in relation to any other Funds. Further, Monitor Clipper Partners will not allocate investment opportunities based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Fund, (ii) the profitability of any Fund or (iii) any person's interest in offering or participating in co-investment opportunities outside of any Fund. The Firm's CCO shall maintain documentation showing the rationale for allocations of limited investment opportunities in cases where the Investment Allocation Requirements of a Fund do not include specific allocation procedures and/or allow Monitor Clipper Partners discretion in making allocation decisions among the Funds.



Subject to any Investment Allocation Requirements, in general, (i) no investor in a Fund has a right to participate in any co-investment opportunity, (ii) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of Monitor Clipper Partners or its related persons, (iii) co-investment opportunities may, and typically will, be offered to some and not other investors in the Funds, in the sole discretion of Monitor Clipper Partners or its related persons, and (iv) certain persons other than investors in the Funds (e.g., Third Parties) may be offered co-investment opportunities, in the sole discretion of Monitor Clipper Partners or its related persons.

In exercising its discretion to allocate co-investment opportunities among the Funds and other persons, Monitor Clipper Partners may consider some or all of a wide range of factors, which may include, but are not limited to, the following:

- Monitor Clipper Partners' evaluation of the size and financial resources of the potential co-investment party and Monitor Clipper Partners' perception of the ability of that potential co-investment party (in terms of, for example, staffing, expertise and other resources) to efficiently and expeditiously participate in the investment opportunity with the relevant Fund(s) without harming or otherwise prejudicing such Fund(s), in particular when the investment opportunity is time-sensitive in nature, as is typically the case;
- Any confidentiality concerns Monitor Clipper Partners may have that may arise in connection with providing the other account or person with specific information relating to the investment opportunity in order to permit such potential co-investment party to evaluate the investment opportunity;
- Monitor Clipper Partners' perception of its past experiences and relationships with the potential co-investment party, such as the willingness or ability of the potential co-investment party to respond promptly and/or affirmatively to potential investment opportunities previously offered by Monitor Clipper Partners;
- Monitor Clipper Partners' perception of whether the investment opportunity may subject the potential co-investment party to legal, regulatory, reporting, public relations, media or other burdens that make it less likely that the other account or person would act upon the investment opportunity if offered;
- Monitor Clipper Partners' evaluation of whether the profile or characteristics of the potential co-investment party may have an impact on the viability or terms of the proposed investment opportunity and the ability of the Funds to take advantage of such opportunity (for example, if the potential co-investment party is involved in the same industry as a target company in which a Fund wishes to invest, or if the identity of the potential co-investment party, or the jurisdiction in which the potential co-investment party is based, may affect the likelihood of a Fund being able to capitalize on a potential investment opportunity); and

- Whether Monitor Clipper Partners believes, in its sole discretion, that allocating investment opportunities to a potential co-investment party will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Funds.

Monitor Clipper Partners' exercise of its discretion in allocating investment opportunities among the persons, including the Funds, Adviser Investors and Third Parties, and in the manner discussed above may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to other such persons. While Monitor Clipper Partners will determine how to allocate investment opportunities using its best judgment, considering such factors as it deems relevant, but in its sole discretion, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which Monitor Clipper Partners may be subject, discussed herein, did not exist.

In addition, to the extent Monitor Clipper Partners has discretion over a secondary transfer of interests in a Fund pursuant to such Fund's Governing Documents, Monitor Clipper Partners may consider the factors listed above, requirements in such Fund's organizational documents, and such other factors as it may deem appropriate under the circumstances in exercising such discretion.

Monitor Clipper Partners will allocate fees and expenses incurred in connection with the offering and management of a Fund between Monitor Clipper Partners and such Fund in accordance with the Fund's Governing Documents or, to the extent not addressed in such documents, in its sole discretion, in each case using good faith and its best judgment.

The appropriate allocation between Funds, Adviser Investors and Third Parties of expenses and fees generated in the course of evaluating and making investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be allocated among the Funds in their good faith discretion, consistent with the Governing Documents of the Funds, as applicable pro rata based on their capital commitments or proposed capital commitments. There may be occasions when one Fund (the "Payor Fund") pays an expense common to multiple funds (the "Allocated Funds") (e.g., legal expenses for a transaction in which all such funds participate). On such occasions, each Allocated Fund will reimburse the Payor Fund for its share of such expense, without interest, promptly after the payment is made by the Payor Fund. While highly unlikely, it is possible that one of the Allocated Funds could default on its obligation to reimburse the Payor Fund.

In addition, principal executive officers and other personnel of Monitor Clipper Partners invest indirectly in and may be permitted to invest directly in Funds and may therefore participate indirectly in investments made by the Funds in which they invest. Such interests will vary Fund

by Fund. The existence of these varying circumstances may present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Fund.

#### *Conflicts Related to Purchases and Sales*

Conflicts may arise when a Fund makes investments in conjunction with an investment being made by other Funds, or in a transaction where another Fund has already made an investment. Investment opportunities may be appropriate for Funds at the same, different or overlapping levels of a portfolio company's capital structure. Conflicts may arise in determining the terms of investments, particularly where these clients may invest in different types of securities in a single portfolio company. Questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring may raise conflicts of interest, particularly in Funds that have invested in different securities within the same portfolio company. In certain circumstances, Funds may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Funds may or may not provide such additional capital, and if provided each Fund will supply such additional capital in such amounts, if any, as determined by Monitor Clipper Partners. In addition, a conflict may arise in allocating an investment opportunity if the potential investment target could be acquired by either a Fund or a portfolio company of another Fund. Investments by more than one client of Monitor Clipper Partners in a portfolio company may also raise the risk of using assets of a client of Monitor Clipper Partners to support positions taken by other clients of Monitor Clipper Partners. Employees and related persons of Monitor Clipper Partners and its affiliates have made or may make capital investments in certain Funds, and therefore may have additional conflicting interests in connection with these investments. There can be no assurance that the return of a Fund participating in a transaction would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

#### *Cross-Transactions*

In certain cases, Monitor Clipper Partners may cause a Fund to purchase investments from another Fund, or it may cause a Fund to sell investments to another Fund. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Fund may not receive the best price otherwise possible, or Monitor Clipper Partners might have an incentive to improve the performance of one Fund by selling underperforming assets to another Fund in order, for example, to earn fees. Additionally, in connection with such transactions, Monitor Clipper Partners, its affiliates and/or their professionals (i) may have significant investments, or intentions to invest, in the Fund that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as

through certain other participations in the investment). Monitor Clipper Partners and its affiliates may receive management or other fees in connection with their management of the relevant Funds involved in such a transaction, and may also be entitled to share in the investment profits of the relevant Funds. To address these conflicts of interest, in connection with effecting such transactions, Monitor Clipper Partners will follow the Investment Allocation Requirements of the relevant Funds (e.g., the Governing Documents of certain Funds which invest in parallel may provide for the rebalancing of investments at certain times and at a cost set forth in those documents so that these Funds' resulting ownership of investments is generally proportionate to the relative capital commitments of such Funds). To the extent such matters are not addressed in the Investment Allocation Requirements, Monitor Clipper Partners' CCO, in consultation with Monitor Clipper Partners' Investment Committee, will be responsible for confirming that Monitor Clipper Partners (i) considers its respective duties to each Fund, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party, and (iii) obtains any required approvals of the transaction's terms and conditions, including any required Advisory Board consent. Monitor Clipper Partners will not directly or indirectly receive any commission or other transaction-based compensation for effecting any such transaction, and Monitor Clipper Partners will not effect any such transaction for any Fund where Monitor Clipper Partners may be deemed to own more than 25% of the Fund, unless such transaction complies with the requirements of Monitor Clipper Partners' principal transactions policy, as described below.

#### *Management of the Funds*

Monitor Clipper Partners manages a number of Funds that may have investment objectives similar to each other. Monitor Clipper Partners may in the future establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the current Funds. Allocation of available investment opportunities between the Funds and any such investment fund could give rise to conflicts of interest. See "*Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities*" above. In addition, it is expected that employees of Monitor Clipper Partners responsible for managing a particular Fund will have responsibilities with respect to other Funds managed by Monitor Clipper Partners, including Funds that may be raised in the future. Conflicts of interest may arise in allocating time, services or functions of these officers and employees.

#### *Follow-on Investments*

Investments to finance follow-on acquisitions may present conflicts of interest, including determination of the equity component and other terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Fund in a portfolio company in which another Fund has previously invested. In addition, a Fund may participate in releveraging and recapitalization transactions involving portfolio companies in which another Fund has already invested or will invest. Conflicts of interest may arise, including determinations of whether existing investors are being cashed out at a price that is

higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

#### *Conflicts Relating to Monitor Clipper Partners*

Monitor Clipper Partners generally may, in its discretion, contract with any related person of Monitor Clipper Partners (including but not limited to a portfolio company of a Fund) to perform services for Monitor Clipper Partners in connection with its provision of services to the Funds. When engaging a related person to provide such services, Monitor Clipper Partners may have an incentive to recommend the related person even if another person may be more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Monitor Clipper Partners generally may, in its discretion, recommend to a Fund or to a portfolio company thereof (in response to a solicitation for a recommendation or otherwise) that it contract for services with (i) a related person of Monitor Clipper Partners (including but not limited to a portfolio company of a Fund) or (ii) an entity with which Monitor Clipper Partners or its affiliates or a member of their personnel has a relationship or from which Monitor Clipper Partners or its affiliates or their personnel otherwise derives financial or other benefit. When making such a recommendation, Monitor Clipper Partners may, because of its financial or other business interest, have an incentive to recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Monitor Clipper Partners, its affiliates, and members, officers, principals and employees of Monitor Clipper Partners and its affiliates may not buy or sell securities or other instruments that Monitor Clipper Partners has recommended to Funds. However, officers, principals and employees may buy securities in transactions offered to but rejected by Funds. Such transactions are subject to the policies and procedures set forth in Monitor Clipper Partners' Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Funds.

Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by Monitor Clipper Partners, are reimbursed by a Fund and/or its portfolio companies, Monitor Clipper Partners may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

#### *Fee Structure*

Because there is a fixed investment period after which capital from investors in the Funds may only be drawn down in limited circumstances and because Advisory Fees are, at certain times during the life of the Funds, based upon capital invested by the Funds, this fee structure may create an incentive to deploy capital when Monitor Clipper Partners may not otherwise have done so.

Additionally, as discussed above in Item 6, Monitor Clipper Partners is entitled to Carried Interest under the terms of the limited partnership agreements of each of the Main Funds. The existence of the Carried Interest may create an incentive for Monitor Clipper Partners to cause such Funds to make more speculative investments than they would otherwise make in the absence of performance-based compensation.

### *Related Services*

As described in Item 5 above, Monitor Clipper Partners and its affiliates may perform Related Services for, and will receive fees from, portfolio companies or other investment vehicles of the Funds. Such fees will be in addition to any Advisory Fees or Carried Interest paid by the Funds to Monitor Clipper Partners. Additionally, a portfolio company may reimburse Monitor Clipper Partners for expenses (including without limitation travel expenses, which may include expenses for first class travel) incurred by Monitor Clipper Partners in connection with its performance of services for such portfolio company, and such reimbursements are not subject to the sharing arrangements described below. The amounts of these reimbursements may be substantial and the Funds and their investors generally do not have an interest in these reimbursements, because the Funds had no interest in the expenses that created the need for reimbursement. With respect to fees, Monitor Clipper Partners determines the amount of these fees for Related Services in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions, and the amount of such fees and reimbursements may not (except in connection with the reductions described below) be disclosed to investors in the Funds. Monitor Clipper Partners will in some circumstances reduce the amount of Advisory Fees paid by the applicable Fund in connection with the receipt of such fees. The amount and nature of this reduction varies from Fund to Fund and is set forth in the Governing Documents of the applicable Fund. As some Funds do not pay Advisory Fees, any such reduction will not benefit such Funds.

### *Diverse Membership*

The investors in the Funds are expected to include U.S. taxable and tax-exempt entities, and institutions from jurisdictions outside of the United States. Such investors may have conflicting investment, tax and other interests with respect to their investments in a Fund. The conflicting interests among the investors may relate to or arise from, among other things, the nature of investments made by a Fund, the structuring of the acquisition of investments and the timing of the disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by Monitor Clipper Partners or its affiliates, including with respect to the nature or structuring of investments, that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for a Fund, Monitor Clipper Partners and its affiliates will consider the investment and tax objectives of the applicable Fund and its investors as a whole, not the investment, tax or other objectives of any individual investor in such Fund.

### *Business with Portfolio Companies and Investors*

Monitor Clipper Partners may have an incentive to recommend the products or services of certain investors in the Funds or their related businesses to the Funds or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Funds or the portfolio companies.

Monitor Clipper Partners has service providers, including for example, investment bankers, outside legal counsel and pension consultants, who are investors in Funds and/or who provide services to businesses that are competitors of Monitor Clipper Partners. Monitor Clipper Partners may have a conflict of interest with the Funds in recommending the retention or continuation of a service provider to the Funds or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Funds or will provide Monitor Clipper Partners information about markets and industries in which Monitor Clipper Partners operates or is interested or will provide other services that are beneficial to Monitor Clipper Partners. There is a possibility that Monitor Clipper Partners, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person.

Members of a Main Fund's advisory committee are officers or directors of, or otherwise affiliated with, investors in a Fund. Monitor Clipper Partners may from time to time utilize the services of investors and their affiliates on an arm's length basis, as it deems appropriate.

### *Positions with Portfolio Companies*

Employees of Monitor Clipper Partners may serve as directors of portfolio companies. Any remuneration such employees may receive as directors will reduce the Advisory Fees owed by the applicable Funds to Monitor Clipper Partners. In addition, employees of Monitor Clipper Partners may leave the employment of Monitor Clipper Partners or its affiliates and become an officer or employee of a portfolio company. Employees are prohibited from receiving consulting, management or other fees personally from portfolio companies.

### *Side Letter Agreements*

Monitor Clipper Partners may enter into certain side letter arrangements with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to different information rights or transfer rights.

### *Relationship with Monitor Group*

In the regular course of its consulting and strategic advisory business, Monitor Group provides a broad range of advisory and consulting services, including to potential purchasers, sellers and other involved parties, including corporations, financial buyers, management, shareholders and

institutions, both with respect to their particular businesses, and with respect to assets which may be suitable for investment by the Funds. The Funds may enter into agreements with Monitor Group in which the Funds will have proprietary access to deal flow during their investment periods and access to consulting services from Monitor Group. Monitor Clipper Partners has exclusive access to all relevant private equity opportunities identified by Monitor Group professionals in connection with their consulting activities, client networks or personal contacts. Companies in which the Funds have invested may retain Monitor Group to provide them consulting services. Fees received by Monitor Group will not reduce any Advisory Fees owed by the applicable Funds to Monitor Clipper Partners. In such circumstances, the portfolio companies may pay a portion of Monitor Group's fee through the issuance of equity interests in such portfolio company. This arrangement is intended to align Monitor Group's interests more closely with those of the portfolio company and the applicable Funds. However, this arrangement will also dilute such Fund's or Funds' ownership interest(s) in the portfolio company in question.

Monitor Clipper Partners and Monitor Group have developed protocols regarding resolution of potential conflicts and sharing of sensitive information. With respect to potential conflicts, Monitor Clipper Partners will only invest its capital or hire an advisor, including Monitor, if Monitor Clipper Partners' managing partners, whose primary incentive is Carried Interest, believe that such activity will result in superior returns for its investors. Where a potential conflict arises between a prospective investment and a Monitor Group client, Monitor Clipper Partners will not pursue the transaction without client permission. With respect to sensitive information, both Monitor Group and Monitor Clipper Partners are careful to safeguard confidential client or portfolio company information.

While Monitor Group receives a portion of Monitor Clipper Partners' Carried Interest from the Funds (which is allocated to its senior consultants), Monitor Group does not own any portion of Monitor Clipper Partners or participate in any way in Monitor Clipper Partners' decision making or administration. Monitor Clipper Partners relies in part on its relationship with Monitor Group to obtain access to investment opportunities, to assess such opportunities, and to increase the value of the portfolio companies in which it invests. The termination or impairment of Monitor Clipper Partners' privileged relationship with Monitor Group could have an adverse impact on the Funds. Moreover, there is no assurance that Monitor Group will refer to the Funds any specific level of investment opportunities, that those investment opportunities will be attractive, or that Monitor Group will be able to assist Monitor Clipper Partners in successfully increasing the value of the portfolio companies in which the Funds invest. In addition, if a situation arises in which there exists a conflict of interest between Monitor Clipper Partners or the Funds and a client of Monitor, there is a risk that such conflict would be resolved in favor of the client rather than Monitor Clipper Partners or the Funds.

#### *Other Potential Conflicts*

Monitor Clipper Partners and the Funds will generally engage common legal counsel and other advisers in a particular transaction, including a transaction in which there may be conflicts of



interest. Members of the law firms engaged to represent the Funds may be investors in a Fund, and may also represent one or more portfolio companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds, Monitor Clipper Partners and/or its affiliates, the parties may engage separate counsel in the sole discretion of Monitor Clipper Partners and its affiliates, and in litigation and other circumstances separate representation may be required.

Monitor Clipper Partners may, in its discretion, have, and may, in its discretion, cause the Funds and/or their portfolio companies to have, ongoing business dealings, arrangements or agreements with persons who are former employees or executives of Monitor Clipper Partners. The Funds and/or their portfolio companies may bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there may be a conflict of interest between Monitor Clipper Partners and the Funds (or their portfolio companies) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that Monitor Clipper Partners may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

Monitor Clipper Partners may represent creditors or debtors in proceedings under Chapter 11 of the Bankruptcy Code or prior to such filings. From time to time, Monitor Clipper Partners may serve as advisor to creditor or equity committees. This involvement, for which Monitor Clipper Partners may be compensated, may limit or preclude the flexibility that the Funds may otherwise have to make investments.

If a Fund purchases in the secondary market at a discount debt securities of a company in which a Fund has, for example, a substantial equity interest, (a) a court might require a Fund to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (b) a Fund might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. The effect of these transactions will vary from jurisdiction to jurisdiction.

The Governing Documents of certain Funds permit Monitor Clipper Partners to withhold information from certain limited partners or investors in such Fund in certain circumstances. For instance, information may be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. Monitor Clipper Partners may elect to withhold certain information to such limited partners for reasons relating to Monitor Clipper Partners' public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

Please see the discussion above under the sub-heading "Resolution of Conflicts" for a description of the means by which Monitor Clipper Partners and its related persons may seek to alleviate conflicts of interest among the Funds or other persons.

## **Item 12. Brokerage Practices**

As Funds invest primarily in private equity ventures, Monitor Clipper Partners anticipates that investments in publicly traded securities will be infrequent occurrences (e.g., money market instruments pending investment in a portfolio company, securities held as a result of initial public offerings of portfolio companies, going-private transactions, etc.). However, to meet its fiduciary duties to the Funds, Monitor Clipper Partners has adopted written policies to address issues that might arise with respect to purchasing, holding, and selling publicly traded securities.

### **Selection of Brokers and Dealers**

For each of the Funds, Monitor Clipper Partners has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker or dealer, if any, to be used to effect transactions. In placing each transaction for a Fund involving a broker-dealer, Monitor Clipper Partners will seek “best execution” of the transaction. “Best execution” means obtaining for a Fund account the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer.

In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, Monitor Clipper Partners’ Executive Committee takes into account all factors that it deems relevant to the broker’s or dealer’s execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or dealer, and the quality of service rendered by the broker or dealer in other transactions. In addition, Monitor Clipper Partners may consider the use of Electronic Communications Networks (“ECNs”) when placing trades on behalf of the Funds. When purchasing or selling over-the-counter securities with market makers, Monitor Clipper Partners generally seeks to select market makers it believes to be actively and effectively trading the security being purchased or sold.

In order to monitor best execution, Monitor Clipper Partners’ CCO will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of Monitor Clipper Partners and each Fund.

Monitor Clipper Partners does not receive “soft dollars” in connection with its use of broker-dealers.

### **Aggregation of Trades**

Monitor Clipper Partners may aggregate (or bunch) the orders of more than one Fund for the purchase or sale of the same publicly traded security. Portfolio managers and traders often employ this practice because larger transactions can enable them to obtain better overall

prices, including lower commission costs or mark-ups or mark-downs. Monitor Clipper Partners may combine orders on behalf of Funds with orders for other Funds for which it has trading authority, or in which it has an economic interest. In such cases, Monitor Clipper Partners generally aggregates trade orders for publicly traded securities so that each participating Fund will receive the average price for each execution of a transaction.

If an order for more than one Fund for a publicly traded security cannot be fully executed, allocation shall be made based upon Monitor Clipper Partners' procedures for allocation of investment opportunities, as described in Item 11 above.

### **Item 13. Review of Accounts**

#### **Oversight and Monitoring**

The investment portfolios of the Funds are generally private, illiquid and long-term in nature, and accordingly Monitor Clipper Partners' review of them is not directed toward a short-term decision to dispose of securities. However, Monitor Clipper Partners closely monitors the portfolio companies of the Funds and maintains an ongoing oversight position in such portfolio companies. The portfolios are reviewed by a team of investment professionals on an on-going basis. The team generally includes those investment professionals assigned to the portfolio company. Moreover, Managing Partners, Partners, and other investment professionals of Monitor Clipper Partners monitor portfolio company performance through regular management meetings (which occur on most Mondays of any given year), as well as detailed reviews that occur during mandatory management meetings scheduled four to five times per year.

#### **Reporting**

Investors in the Funds typically receive, among other things, a copy of audited financial statements of the relevant Fund within 90 days after the fiscal year end of such Fund, as well as quarterly performance reports within 45 days after each fiscal quarter end. Investors in the Funds also receive periodic updates on specific portfolio investments, as well as quarterly letters, materials provided on the website, and through annual investor meetings. Monitor Clipper Partners may from time to time, in their sole discretion, provide additional information relating to such Fund to one or more investors in such Fund as they deem appropriate.

### **Item 14. Client Referrals and Other Compensation**

For details regarding economic benefits provided to Monitor Clipper Partners by non-clients, including a description of related material conflicts of interest and how they are addressed, please see Item 11 above.

While not a client solicitation arrangement, Monitor Clipper Partners may from time to time engage one or more persons to act as a placement agent for a Fund in connection with the

offer and sale of interests to certain potential investors. Such persons generally will receive a fee in an amount equal to a percentage of the capital commitments for interests made by such potential investors to such Fund that are subsequently accepted. Advisory Fees received by Monitor Clipper Partners are generally reduced by the amount of such fees.

#### **Item 15. Custody**

Item 15 is not applicable to Monitor Clipper Partners.

#### **Item 16. Investment Discretion**

Investment advice is provided directly to the Funds and not individually to the investors in the Funds. Services are provided to the Funds in accordance with the Governing Documents of the applicable Fund. Investment restrictions for the Funds, if any, are generally established in the Governing Documents or offering documents of the applicable Fund.

#### **Item 17. Voting Client Securities**

Monitor Clipper Partners has established written policies and procedures setting forth the principles and procedures by which Monitor Clipper Partners votes or gives consent with respect to securities owned by the Funds (the “Votes”). The guiding principle by which Monitor Clipper Partners votes all Votes is to vote in the best interests of each Fund by maximizing the economic value of the relevant Fund’s holdings, taking into account the relevant Fund’s investment horizon, the contractual obligations under the relevant Governing Documents, and all other relevant facts and circumstances at the time of the vote. Monitor Clipper Partners does not permit Voting decisions to be influenced in any manner that is contrary to, or dilutive of, this guiding principle.

It is Monitor Clipper Partners’ general policy to vote or give consent on all matters presented to security holders in any Vote. However, Monitor Clipper Partners reserves the right to abstain on any particular Vote or otherwise withhold its vote or consent on any matter if, in the judgment of Monitor Clipper Partners’ CCO or the relevant Adviser investment professional, the costs associated with voting such Vote outweigh the benefits to the relevant Funds or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of the relevant Funds.

Funds generally cannot direct Monitor Clipper Partners’ Votes.

All Voting decisions are referred to the appropriate investment professional for a voting decision. In most cases, Monitor Clipper Partners’ investment professional covering the particular investment will make the decision as to the appropriate vote for any particular Vote. In making such decision, he or she may rely on any of the information and/or research available to him or her. If the investment professional is making the Voting decision, the investment professional will inform the CCO of any such Voting decision, and if the CCO does not object to

such decision as a result of his or her conflict of interest review, the Vote will be voted in such manner. If the investment professional and the CCO are unable to arrive at an agreement as to how to vote, then the CCO may consult with Monitor Clipper Partners' Executive Committee as to the appropriate vote, who will then review the issues and arrive at a decision based on the overriding principle of seeking the maximization of the economic value of the relevant Funds' holdings.

Monitor Clipper Partners' CCO has the responsibility to monitor Votes for any conflicts of interest, regardless of whether they are actual or perceived. All Voting decisions will require a mandatory conflicts of interest review by Monitor Clipper Partners' CCO in accordance with these policies and procedures, which will include consideration of whether Monitor Clipper Partners or any investment professional or other person recommending how to vote has an interest in how the Vote is voted that may present a conflict of interest. In addition, all Adviser investment professionals are expected to perform their tasks relating to the voting of Votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Funds. Monitor Clipper Partners' CCO will use his or her best judgment to address any such conflict of interest and ensure that it is resolved in accordance with his or her independent assessment of the best interests of the Funds.

Where Monitor Clipper Partners' CCO deems appropriate in his or her sole discretion, unaffiliated third parties may be used to help resolve conflicts. In this regard, Monitor Clipper Partners' CCO shall have the power to retain independent fiduciaries, consultants, or professionals to assist with Voting decisions and/or to delegate voting or consent powers to such fiduciaries, consultants or professionals.

Copies of relevant proxy logs, identifying how proxies were voted in connection with a Fund and copies of proxy voting policies are available to any client or prospective client upon written request to: April E. Evans (SEC-Compliance@monitorclipper.com).

#### **Item 18. Financial Information**

Item 18 is not applicable to Monitor Clipper Partners.

#### **Item 19. Requirements for State-Registered Advisers**

Item 19 is not applicable to Monitor Clipper Partners.