



Item 1 – Cover Page

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This Brochure provides information about the qualifications and business practices of Advent Capital Management, LLC (“Advent”). If you have any questions about the contents of this Brochure, please contact us at 212-482-1600. 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.

Advent is registered with the SEC as an investment adviser. Registration as an investment adviser does not imply any level of skill or training.

Additional information about Advent is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Advent is required to identify and discuss any material changes since its last annual update of this Brochure on March 30, 2017. In our opinion, material information in this Brochure that was not present in last year's Brochure appears in the following sections:

- Item 4: Updated information regarding Advent's advisory business;
- Item 5: Updated information regarding Advent's fee arrangements and new information regarding asset-based fees and performance fees charged to pooled investment vehicles that invest primarily in accordance with the Advent Private Convertible and Credit Strategy;
- Item 6: New and updated information regarding Advent's side-by-side management of clients that pay asset-based fees and clients that pay performance fees;
- Item 7: Updated information regarding the types of clients Advent advises;
- Item 8: New and updated information on Advent's investment strategies and related risk factors;
- Item 10: New information regarding activities and affiliations associated with the Advent Private Convertible and Credit Strategy;
- Item 11: New information regarding conflicts of interest associated with the Advent Private Convertible and Credit Strategy;
- Item 12: New and updated information regarding brokerage practices, the allocation of investment opportunities, and the aggregation and allocation of trades; and
- Item 15: Updated information regarding Advent's custody arrangements.

Our Brochure and additional information may be requested by contacting our Client Advisory Group at 212-497-0649 or ClientAdvisory@adventcap.com.

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Item 4 – Advisory Business

Advent is a Delaware limited liability company that was founded in 1995 as a division of Utendahl Capital Management L.P. Advent became independent in 2001. As of December 31, 2017, Advent managed approximately \$9.5 billion in regulatory assets under management on a discretionary basis, and approximately \$311,000 in regulatory assets under management on a non-discretionary basis. Tracy V. Maitland is the principal owner of Advent.

Advent invests primarily in convertible bonds, but its focus on capital structure research enables it to implement investment strategies that incorporate equities, preferred stock, high yield securities, corporate bonds, secured debt, private securities issued by public or private companies (collectively, “private securities”) and other investments. Advent’s proficiency in investing across the entire capital structure is driven by the strength of our proprietary fundamental, bottom-up credit and equity research.

Advent manages investment advisory accounts for clients (“clients”) that include high net worth individuals, individuals other than high net worth individuals, banking and thrift institutions, registered investment companies, pooled investment vehicles other than registered investment companies (“private funds”), pension and profit sharing plans, charitable organizations, state and municipal government entities (including government pension plans), insurance companies, sovereign wealth funds and foreign official institutions, other corporations and businesses, non-U.S. entities such as UCITS and SICAVs, and other U.S. and non-U.S. investors. Advent’s investment advisory arrangements are further described in Item 7 of this Brochure. Advent will typically exercise investment discretion over client accounts, including the type and amount of securities and other financial instruments purchased and sold for the client. Advent’s investment advisory services are tailored to the individual needs of each client as expressed in the written investment objectives, policies, limitations, risk constraints and other portfolio management guidelines (collectively, “investment guidelines”) that apply under the client’s investment management agreement with Advent. Advent may invest client assets in any type of company (each, a “portfolio company”) or other issuer and in any combination of the following (and other) types of investments on a long or short basis in accordance with applicable investment guidelines: U.S. and non-U.S. securities; convertible securities; high yield and other debt securities; common stock; preferred stock; warrants; bank loans and loan participations; equity options; swaps; futures contracts and options on futures contracts; other derivatives; when-issued, delayed-delivery and forward-commitment transactions; restricted, illiquid and other private securities; and special opportunity investments. Clients may impose restrictions on the types of securities, as well as specific companies, in which they do not want to invest.

Advent also participates in wrap fee programs. Advent’s portion of the fees paid by wrap program participants is negotiated between Advent and the sponsor of the wrap fee program, and is paid to Advent directly by the sponsor. The main difference in how Advent manages wrap fee programs versus its other accounts is that in some cases Advent is prohibited from effecting certain types of transactions with the broker-dealer that is the sponsor of the wrap fee program, or certain of its broker-dealer affiliates. Another difference is that wrap program accounts may trade less frequently than other accounts. Because of these differences, wrap program participants may not participate in certain aggregated orders in which certain Advent clients participate, and this may result in the transactions of such wrap program participants being

executed at different prices and in different amounts than transactions executed for aggregated orders.

Advent manages long-only investment strategies, alternative or hedge fund investment strategies and investment strategies focused on private securities. These strategies are described in Item 5 of this Brochure.

Item 5 – Fees and Compensation

Standard Fee Arrangements

Advent's investment advisory fee arrangements vary by client and are based on a number of different factors, including the services performed, type of investment mandate and account/relationship size. A client may pay Advent (1) an asset-based fee and/or (2) a performance fee ("performance fee") consisting of compensation that is determined on the basis of a share of the capital gains upon, or the capital appreciation of, the funds (or a portion of the funds) of such client. Advent's investment advisory fee arrangements are structured in compliance with applicable provisions of (or rules under) the Investment Advisers Act of 1940, as amended (the "Advisers Act") and the Investment Company Act of 1940, as amended (the "Investment Company Act"). Please refer to Item 6 of this Brochure for additional information about Advent's performance fee arrangements. Advent negotiates its investment advisory fee arrangements directly with clients in the case of separately managed accounts, private funds and most other clients. Advent negotiates its investment advisory fee arrangements with the board of directors or board of trustees of the client in the case of companies that are registered as investment companies under the Investment Company Act ("Registered Fund Clients"). Advent negotiates its investment advisory fee arrangements with the wrap fee program sponsor in the case of wrap fee programs. The wrap fee programs in which Advent participates generally have a minimum account size of \$500,000 and are subject to fees established by the wrap plan sponsor. Investment advisory fee arrangements are documented in a client's investment management agreement with Advent or, in the case of private funds and certain other clients, in the limited partnership agreement, limited liability company agreement or other organizational and governing documents of the client (collectively, the "governing documents"). Generally speaking, Advent bills its fees to clients for separate payment by the client, except in the case of certain performance fees charged to private funds in the form of a "carried interest" allocation. Advent bills its fees in arrears on a quarterly basis or to a very limited degree on a monthly basis. Asset-based fees are prorated for each capital contribution and withdrawal made during the applicable calendar quarter (with the exception of de minimis contributions and withdrawals). Client accounts that commence or end during a calendar quarter will be charged a prorated fee.

The following table sets forth a basic description of standard investment advisory fee arrangements. Advent's investment advisory fees, however, are generally negotiated with each client based on its particular facts and circumstances and therefore are likely to vary from the compensation described in the table. Investment advisory fees may occasionally be reduced, waived or rebated, and minimum account size may be waived.

	Strategy	Vehicle(s)	Securities	Mgt Fee	Perf Fee	Min.
Hedge Fund Strategies	Advent Global Partners	Separate Accounts Onshore/ Offshore Feeders UCITS	Convertibles, Derivatives, Short Equities	1.00% Varies from 1.25% to 2.00% based on share class	20% 20%	\$25MM \$3MM Varies by share class
	Global Opportunity Strategy	Separate Accounts	High Yield, Convertibles, Bank Loans, Derivatives, Equities	2.00%	20%	\$25MM
	Global Event Driven	US Mutual Fund	Convertibles, Derivatives, Equities, High Yield	0.75% on 1 st \$50MM 0.65% over \$50MM up to 300MM 0.60% in excess of \$300MM	NA	Varies by share class
Long Only Strategies	Balanced Convertible Strategy	Separate Accounts	Convertibles	Sep Accts: 0.80% <25MM; 0.65% Next 25MM; 0.55% Next 50MM; 0.50% Next 100MM+	NA	\$10MM
	Investment Grade Convertible Strategy	Separate Accounts	Convertibles	Sep Accts: 0.65% <25MM; 0.55% Next 25MM; 0.50% Next 50MM; 0.45% Next 100MM+	NA	\$10MM
	Global Balanced Convertible Strategy	Separate Accounts	Global Convertibles	Sep Accts: 0.90% <25MM; 0.75% Next 25MM; 0.60% Next 50MM; 0.50% Next 100MM+	NA	\$25MM
	Phoenix Convertible Income Strategy	Separate Accounts Wrap Fee Accounts	Income Convertibles	Sep Accts: 1.00% < 25MM; 0.80% Next 25MM; 0.65% Next 50MM; 0.55% Next 100MM+ Wrap fees vary by sponsor	NA	Sep Accts: \$10MM Wrap: \$250k
	Global Phoenix Convertible Income Strategy	Separate Accounts SICAV-SIF UCITS	Income Convertibles	Sep Accts: 1.00% < 25MM; 0.80% Next 25MM; 0.65% Next 50MM; 0.55% Next 100MM+ Fund: 0.70% Fund: 0.90%	NA	Sep Accts: \$25MM; Fund: \$1MM Fund: \$5MM
	High Yield Strategy	Separate Accounts	High Yield	Sep Accts: 0.50% <50MM; 0.45% Next 150MM 0.40% >200MM	NA	\$20MM
Private Securities Strategies	Private Convertible and Credit	Fund/Separate Accounts	Private Securities	1.50% on invested capital and 0.75% on aggregate capital commitments during investment period 1.50% on invested capital after investment period	20% of return on invested capital, subject to any “clawback” provisions	\$2MM

Advent’s investment advisory fees are exclusive of brokerage commissions, transaction fees, taxes, and other costs and expenses arising from the investment and reinvestment of client assets, all of which are borne by the client. Advent does not receive any portion of such costs and expenses. Clients may incur certain charges imposed by custodians, broker-dealers, and other third parties such as custodial fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, or other transaction-related charges, fees or taxes. A client may be subject

to additional administrative and extraordinary expenses, as well as professional provider fees (e.g., accounting, tax, legal and fair valuation). To the extent Advent invests a client's assets in shares of a registered investment company or exchange-traded fund, the client will bear the advisory, administrative, custody and professional fees and other costs, fees and expenses that apply to other shareholders in the company or fund, as well as any commissions or transaction costs that apply in connection with buying or selling such shares. Please refer to Item 12 of this Brochure for additional information about brokerage and other transaction costs.

Management Fees, Carried Interest, Expenses and Other Compensation Involving Private Credit Funds

Certain private funds ("Private Credit Funds") have adopted investment guidelines that require Advent or its affiliates to invest the client's assets primarily in private securities selected in accordance with the Advent Private Convertible and Credit Strategy (the "Private Credit Strategy"). Advent or one of its affiliates (such entity, the "Advent GP") generally will receive an asset-based fee (the "Management Fee") from each Private Credit Fund with respect to each underlying investor ("Investor") in such Private Credit Fund. The Advent GP also generally will receive a performance fee from the Private Credit Fund (the "Carried Interest"). The Management Fees and Carried Interest that apply to a Private Credit Fund are described in its governing documents. In addition to Management Fees and Carried Interest, Private Credit Funds pay, and ultimately Investors bear, other types of fees, costs and expenses as specified in the applicable governing documents (collectively, "Other Private Credit Fund Expenses"). Prospective and current Investors in a Private Credit Fund should carefully consult its governing documents to determine which Other Private Fund Credit Expenses apply to such Private Credit Fund. The Advent GP, Advent and/or its personnel may receive compensation in connection with investment opportunities and/or co-investment opportunities that are identified pursuant to the Private Credit Strategy (collectively, "Other Private Credit Compensation"). The Other Private Credit Compensation that is received will be in addition to any Management Fees and/or Carried Interest that is paid to the Advent GP. Prospective and current Investors in a particular Private Credit Fund should carefully consult its governing documents to determine (1) the fees, costs and expenses borne by such Private Credit Fund and its Investors, (2) the degree (if any) to which applicable Management Fees and/or Carried Interest may be offset or reduced by Other Private Credit Compensation and (3) the degree (if any) to which Other Private Compensation may be limited in kind or amount.

Management Fee Arrangements with Private Credit Funds

The Management Fee rate charged to a Private Credit Fund or its Investors, as well as other information concerning the calculation and application of the Management Fee, appears in the governing documents of the Private Credit Fund and is expected to differ from Private Credit Fund to Private Credit Fund. Generally speaking, the Management Fee varies based on whether the Private Credit Fund is operating during or after its investment period. During the investment period, a Private Credit Fund typically will pay the Advent GP a Management Fee in an amount equal to the sum of (1) 1.5% per annum on invested capital (including any borrowing related to investments in connection with any subscription facilities) and (2) 0.75% per annum on aggregate capital commitments. After the Investment Period, the Private Credit Fund typically will pay the Advent GP a Management Fee in an amount equal to 1.5% per annum on invested

capital (including any borrowing related to investments in connection with any subscription facilities). The Advent GP may elect to not charge a Management Fee to certain Investors within a Private Credit Fund. For example, the Advent GP generally will not charge Management Fees for Investors who are employees or former employees of, and may not charge Management Fees for Investors who are otherwise related to, Advent or its personnel. A Private Credit Fund may pay Management Fees to an Advent GP from the capital contributions of its Investors, proceeds from Private Credit Fund investments and/or other cash available to the Private Credit Fund.

Carried Interest Arrangements with Private Credit Funds

The Carried Interest that is paid by a Private Credit Fund generally is paid to the Advent GP in its capacity as a general partner of the Private Credit Fund when distributions are made to Investors and is based on a “Carried Interest Percentage.” The Carried Interest Percentage and the timing of its distribution may vary from Private Credit Fund to Private Credit Fund. The Carried Interest Percentage charged to a Private Credit Fund, as well as other information concerning the calculation and application of the Carried Interest, appears in the governing documents of such Private Credit Fund. Most typically, the Carried Interest Percentage of a Private Credit Fund equals 20% of the Private Credit Fund’s return on invested capital, but is subject to certain conditions and may be greater or less than 20% (or other specified Carried Interest Percentage for such Private Credit Fund). The governing documents of a Private Credit Fund typically contain one or more “clawback” provisions providing Investors the opportunity to recoup from the Advent GP distributions which exceed the Carried Interest Percentage. The mechanics of the clawback are expected to vary from Private Credit Fund to Private Credit Fund and are more fully described in the related governing documents. In addition, the Advent GP may waive or reduce Carried Interest with respect to certain Investors within a Private Credit Fund. The Advent GP generally will waive the Carried Interest for Investors who are employees or former employees of Advent and waives or reduces Carried Interest for certain Investors, including those who are otherwise related to Advent or its personnel.

Other Private Credit Fund Expenses

As mentioned above, in addition to Management Fees and Carried Interest, Private Credit Funds pay, and ultimately Investors bear, certain Other Private Credit Fund Expenses as specified in the applicable governing documents. A Private Credit Fund is typically responsible for the costs and expenses in connection with its operation and investments (other than the costs and expenses that will be the responsibility of the Advent GP, which typically include salaries and benefits of its personnel and the cost of maintaining its place of business). The actual allocation of expenses varies from Private Credit Fund to Private Credit Fund as specified in the applicable governing documents of the Private Credit Fund. Expenses payable by or otherwise borne by a Private Credit Fund are set forth in detail in its governing documents, but will typically include (but are not limited to) the following:

- Out-of-pocket expenses incurred in the actual or potential acquisition or disposition of any investment or the restructuring of any investment whether or not consummated, including without limitation, accounting fees, legal fees, brokerage commissions and fees, reverse breakup, termination and other similar fees, and other

investment costs incurred by or on behalf of the Private Credit Fund, in each case to the extent not paid for by the issuer of such securities;

- Out-of-pocket expenses incurred in connection with holding the investments of a Private Credit Fund, including, without limitation, legal, insurance, accounting, custodial and safekeeping, depositary, and auditing expenses;
- Legal, custodial, accounting, auditing, tax advisory, banking, professional and appraisal expenses of a Private Credit Fund and any expenses in connection with any borrowing of, or guarantee or other credit support provided by, a Private Credit Fund (including principal, interest, fees and indemnities);
- Organizational expenses (subject to applicable caps);
- Taxes and other governmental charges, fees and duties payable by the Private Credit Fund and expenses of tax audits;
- Reimbursement of the expenses of any limited partner or other Investor-related advisory committee of the Private Credit Fund (“Advisory Committee”) and meetings of the Investors;
- Litigation-related expenses (including judgments, damages and settlements), indemnification and/or reimbursement obligations and expenses, and premiums for insurance protecting a Private Credit Fund, the Advent GP, Advent and its affiliates and personnel, from liabilities in connection with Private Credit Fund affairs;
- Extraordinary expenses under generally accepted accounting principles and indemnification of the Advent GP, Advent and others pursuant to the governing document; and
- Costs and expenses of winding up and liquidating a Private Credit Fund.

The professional and other employees of the Advent GP or Advent may incur travel and related expenses (“Travel Related Expenses”) in connection with a Private Credit Fund. The governing documents of a Private Credit Fund may permit Travel Related Expenses to be borne in whole or in part by the Private Credit Fund, including through reimbursement by portfolio companies. Prospective and current Investors in an Advent Credit Fund should carefully consult its governing documents to determine the degree (if any) to which Travel Related Expenses may be limited or reduced from the Management Fees payable the Advent GP.

Generally speaking, certain operating costs or expenses that are common among multiple Private Credit Funds, such as but not limited to insurance premiums or annual meeting expenses, are expected to be allocated by the Advent GP among Private Credit Funds as provided in the governing documents of the respective Private Credit Funds or, if not so provided, on a case-by-case basis pursuant to a method that the Advent GP believes to be fair and equitable to the Private Credit Funds, such that no Private Credit Fund is consistently advantaged over any other

Private Credit Fund or disadvantaged over time in relation to any other Private Credit Fund or the Advent GP. A cost or expense incurred on behalf of more than one Private Credit Fund is generally expected to be allocated by the Advent GP pro rata among the Private Credit Funds on the basis of (1) the amount of each Private Credit Fund's applicable investment that relates to the cost or expense, (2) the amount of each Private Credit Fund's current net assets or (3) the amount of each Private Credit Fund's capital commitments. If deemed appropriate under the circumstances, costs or expenses incurred by more than one Private Credit Fund may be allocated in any other manner that the Advent GP determines to be fair and reasonable. The Advent GP (or other Advent affiliates) may pay expenses attributable to one or more Private Credit Funds and thereafter receive a reimbursement from such client(s) without interest. With respect to investments involving more than one Private Credit Fund, each Private Credit Fund is generally expected to be required to bear its proportionate share, based on the relative amounts invested, of transaction expenses except as otherwise provided in the applicable governing documents. In addition, the expenses incurred in connection with a transaction that is not completed are expected to be allocated by the Advent GP in good faith pro rata among the Private Credit Funds, based on the intended investment allocation in such transaction, except as otherwise provided in the applicable governing documents or, if applicable, by such other method as the Advent GP determines is reasonable and fair.

From time to time the Advent GP may engage third party consultants to assist in special projects, to help source deals in specific sectors or regions and/or to assist with certain prospective or existing portfolio companies. It is generally expected that monthly or retainer fees payable to these consultants will be charged to the Advent GP. However, when these consultants work on specific deals and receive transaction-related fees or on projects with respect to specific portfolio companies, including with respect to environmental, social and corporate governance matters, the fees are likely to be borne by the applicable Private Credit Fund or the applicable portfolio company. These third party consultants are not employees of the Advent GP or partners or owners of any of its affiliates, although employees of portfolio companies may act as consultants. The fees paid to these consultants by a Private Credit Fund or its portfolio companies do not reduce the Management Fees (or other compensation) payable by such Private Credit Fund to the Advent GP.

Through the interests in portfolio companies held by a Private Credit Fund, the Private Credit Fund (and its Investors) bear the costs of service providers to, and transaction expenses of, such portfolio companies (including the expenses enumerated above that may be paid by portfolio companies and potential portfolio companies) to the extent of the Private Credit Fund's ownership interest in the company. In some investments, particularly when the Private Credit Fund is a minority investor, the Advent GP may have little or no control over these costs and expenses. In other investments, particularly when Private Credit Funds have a controlling interest (which is expected to be a rare occurrence), the Advent GP may be in a position to suggest or recommend service providers or portfolio companies may retain service providers as a result of their experience in transactions or otherwise through their relationship with the Advent GP. Fees paid to such service providers by portfolio companies and costs of such transactions paid by portfolio companies are borne by the Private Credit Funds through their interests in the portfolio companies and are not offset against Management Fees (or other compensation) payable by such Private Credit Funds to the Advent GP.

For information regarding conflicts of interest in the allocation of expenses, the retention of service providers and Advent's business relationships, please see the responses to Items 10 and 11 of this Brochure. Private Credit Funds incur brokerage and other transaction costs. Brokerage is described in more detail below in response to Item 12 of this Brochure.

Allocation of Investment Expenses in Co-Investments, Including Broken Deal Expenses

The governing documents of a Private Credit Fund are generally expected to provide that the Private Credit Fund is generally responsible for the costs and expenses incurred in connection with portfolio investments, including the out-of-pocket expenses incurred in the actual or potential acquisition, restructuring or disposition of any investment, whether or not consummated, and the out-of-pocket expenses incurred in connection with holding the investments of the Private Credit Fund, to the extent not paid for by the applicable portfolio company or potential portfolio company. To the extent paid for by portfolio companies, the Private Credit Fund (and its Investors) bear the expense indirectly to the extent of the Private Credit Fund's interest in the portfolio company. With respect to consummated investments, such expenses, when material, are generally expected to be capitalized into the cost of the investment. When Private Credit Funds co-invest, each such Private Credit Fund is expected to be required to bear its proportionate share, based on the relative amounts invested, of such transaction and monitoring expenses except as otherwise provided in the applicable governing documents. In addition, the expenses incurred in connection with a transaction that is not completed are required to be allocated by the Advent GP in good faith, pro rata, among the participating Private Credit Funds, based on the intended investment allocation in such transaction, except as otherwise provided in the applicable governing documents. The intended allocation may not be possible to determine with any certainty given the many variables that go into determining equity contributions in a transaction. However, the Advent GP will look at many more investments as potential investments for any Private Credit Fund than the Private Credit Fund will actually make, and, even though expenses may have been incurred by such Private Credit Fund or by the Advent GP on behalf of such Private Credit Fund with respect to such potential investments, a decision may subsequently be made not to proceed with the transaction, or circumstances may arise preventing the consummation of the transaction or making it inadvisable, before the stage where any decision about co-investments with other Private Credit Funds (or third parties) has been made, in which case the expenses will generally be borne by the Private Credit Fund that was then expected to pursue the transaction, unless otherwise provided in the relevant governing documents.

With respect to third-party co-investors, including Investors through vehicles or other arrangements which the Advent GP is permitted to form, to the extent that transaction and monitoring expenses are paid or reimbursed by a portfolio company in completed transactions, such co-investors are generally expected to bear their proportionate share of such expenses as a result of their interest in the portfolio company. Such transaction and monitoring expense are not always paid or reimbursed by the portfolio company and sometimes costs and liabilities, such as borrowing or guarantees, may be incurred in Private Credit Fund investment structures in which only the Private Credit Funds participate, or directly by the Private Credit Funds and not other investors in the portfolio company. As noted in the response to Item 10 of this Brochure, third

party co-investors are not obligated to co-invest and their co-investments are based on arms' length negotiations between the Advent GP and the co-investors. Typically, co-investments by co-investors are limited to the capital invested in the applicable portfolio company and do not bear the expenses associated with developing and consummating the investment opportunity or post-closing monitoring expenses, except to the extent borne or reimbursed by the portfolio company or otherwise specifically agreed with the co-investor. Third-party co-investors often commit to the transaction late in the process of identifying and negotiating an investment, or after closing in the case of transactions that are syndicated after the initial investment by a Private Credit Fund. Often third-party co-investors are unable or unwilling to bear the expenses incurred with respect to a transaction that is not, in the end, consummated, and as a result the full amount of any broken deal expenses will be borne by the applicable Private Credit Funds. Please see the response to Item 10 of this Brochure for additional information regarding third-party co-investors.

Prospective and current Investors should carefully consult the governing documents of the relevant Private Credit Fund to determine the expenses borne by and any offsets to Management Fees and other expenses for the particular Private Credit Fund.

Offsetable Fees and Co-Investment Compensation Relating to Private Credit Funds

The governing documents of a Private Credit Fund may state that the Management Fees payable to the Advent GP will be offset by or reduced in the amount of certain types of Other Private Credit Compensation (collectively, "Offsetable Fees"), such as directors' fees, monitoring fees, financial consulting fees, transaction fees, closing fees, advisory fees, arrangement fees, origination fees, structuring fees, commitment fees, consent fees, amendment fees, investment banking fees, investment management fees, financing fees and syndication fees. Prospective and current Investors in a Private Credit Fund should carefully consult its governing documents to determine whether Management Fees will be reduced by Offsetable Fees.

The governing documents for a Private Credit Fund may prohibit or limit the receipt of Other Private Credit Compensation that the Advent GP, Advent or Advent personnel may receive in connection with co-investment opportunities arising in connection with the Private Credit Strategy ("Co-Investment Compensation"). Prospective and current Investors in a Private Credit Fund should carefully consult its governing documents to determine whether (1) the Carried Interest or Management Fees payable the Advent GP will be reduced by Co-Investment Compensation or (2) Co-Investment Compensation is prohibited or limited.

Item 6 – Performance-Based Fees and Side-By-Side Management

Advent has entered into performance fee arrangements with certain clients ("Performance Fee Clients"). Where required, these arrangements are structured in compliance with Section 205(a)(1) of the Advisers Act or available exemptions, such as the exemption for performance fee arrangements with qualified clients set forth in Rule 205-3. Advent's performance fee arrangements are negotiated directly with Performance Fee Clients and are documented in the client's investment management agreement with Advent or, in the case of private funds and certain other clients, in the governing documents of the client. In measuring a client's assets for

calculation of performance fees, Advent generally includes realized and unrealized capital gains and losses.

Generally speaking, the Advent portfolio managers and traders who implement investment strategies for clients that pay Advent only asset-based fees (collectively, “Asset-Based Fee Clients”) are different from the portfolio managers and traders who implement investment strategies for Performance Fee Clients. A small number of portfolio managers and traders direct or participate in investment decision-making for both Asset-Based Fee Clients and Performance Fee Clients. Advent’s research, trading and portfolio management personnel (collectively, the “Investment Team”) work in the same physical space (whether in New York or London) and have full access to all holdings and pending trades of Asset-Based Fee Clients and Performance Fee Clients through Advent’s order management system. The payment of performance fees by Performance Fee Clients could create an incentive for Advent to preferentially allocate more favorable investment opportunities to Performance Fee Clients, to the detriment of Asset-Based Fee Clients. Advent seeks to mitigate these potential conflicts through implementation of its Code of Ethics and other compliance policies and procedures (collectively, the “Compliance Manual”) to ensure compliance with its fiduciary obligations, the federal securities laws and other applicable laws and regulations. For example, portfolio managers and traders are required to:

- Act solely for the benefit of each client with undivided loyalty and to place the client’s interests above their own interests;
- Deal fairly and equitably with clients;
- Not favor one client over another client;
- Adhere to the client’s investment guidelines, restrictions and risk constraints;
- Avoid or seek to mitigate conflicts of interest; and
- Allocate in a fair and equitable manner among all clients all investment advisory recommendations and all aggregated orders for multiple clients for the purchase or sale of securities.

Another potential conflict of interest involved in Advent’s side-by-side management of Asset-Based Fee Clients and Performance Fee Clients relates to short sales. Performance Fee Clients may sell short equity or debt securities for purposes of hedging an existing position, and in some cases to express a directional view. Generally speaking, Asset-Based Fee Clients do not sell short securities and on any trading day may buy, hold or sell securities that are being sold short by Performance Fee Clients on the same trading day. Because of these various transactions for different clients, Advent could be viewed as having a potential conflict of interest if it sells short securities for one client while causing another client to hold the same securities long, despite having compelling contractual and fiduciary obligations (such as fulfilling a client’s investment guidelines and limitations) or other reasons for engaging in these seemingly inconsistent transactions. In addition, Advent could be seen as harming the performance of an Asset-Based Fee Client for the benefit of a Performance Fee Client if the short-selling

transactions for the Performance Fee Client cause the market value of the shorted securities to move lower prior to the time the Asset-Based Fee Client executed its same-day sale of the same securities. Finally, Advent could be seen as benefitting Performance Fee Clients at the expense of Asset-Based Fee Clients if it intentionally caused Asset-Based Fee Clients to purchase the same securities that Performance Fee Clients shorted for the purpose of causing the market value of the securities to increase, thereby increasing the value of the short positions to the Performance Fee Clients. Each of these potential conflicting transactions is inconsistent with the fiduciary duties of the members of the Investment Team and is prohibited by Advent's Code of Ethics. Moreover, based on its historical experience in managing the assets of Performance Fee Clients across multiple investment strategies, Advent does not believe that its short sales of securities for Performance Fee Clients are reasonably likely to have a material adverse effect on the market value of such securities in the hands of Asset-Based Fee Clients, taking into account the aggregate size of the short positions and the market capitalization of the shorted securities.

Certain Asset-Based Fee Clients and Performance Fee Clients have adopted investment guidelines that permit or require Advent to invest in private securities selected in accordance with the Private Credit Strategy or pursuant to another Advent investment strategy. Advent's incentive to preferentially allocate more favorable investment opportunities to Performance Fee Clients, to the detriment of Asset-Based Fee Clients, may be greater in the case of opportunities to invest in private securities because private securities may have the potential for substantially greater total return than public securities. Advent applies the conflict-avoidance and conflict-mitigation provisions of its Compliance Manual to the allocation of private securities investment opportunities among Asset-Based Fee Clients and Performance Fee Clients. The participation of Registered Fund Clients in private securities transactions, however, is subject to various regulatory considerations under the Investment Company Act. Advent's Compliance Manual includes additional compliance policies and procedures ("Private Credit Review Policies") to address certain of these regulatory considerations. The Private Credit Review Policies require the Investment Team responsible for implementing the Private Credit Strategy (the "Private Credit Team") to submit all proposed private securities transactions for prior review and approval by Advent's Investment Committee for Private Convertible and Credit Investments. In addition, Advent's Chief Compliance Officer is required to assess whether the proposed participation or non-participation by any Registered Fund Client in a proposed private securities transaction is consistent with the federal securities laws and the investment guidelines and registration statement disclosures of the Registered Fund Client. For more information about potential conflicts of interest raised by Advent's side-by-side management of Asset-Based Fee Clients and Performance Fee Clients that invest in private securities, please see "Risk Factors: Private Securities Risks – Conflicts of Interest" under Item 8 of this Brochure.

The Chief Compliance Officer of Advent conducts regular training of Investment Team members and also works with individuals on a one-on-one basis to ensure they understand and are adhering to their fiduciary and other legal responsibilities as well as Advent's Code of Ethics in managing client assets, including but not limited to appropriately managing Performance Fee Clients side-by-side with Asset-Based Fee Clients. Client accounts are also reviewed to ensure they are being managed in compliance with Advent's allocation policies and procedures and the applicable investment guidelines.

Item 7 – Types of Clients

Advent may provide investment management services to high net worth individuals, individuals other than high net worth individuals, banking and thrift institutions, registered investment companies, private funds, pension and profit sharing plans, charitable organizations, state and municipal government entities (including government pension plans), insurance companies, sovereign wealth funds and foreign official institutions, other corporations and businesses, non-U.S. entities such as UCITS and SICAVs, and other U.S. and non-U.S. investors. In addition, Advent may advise private funds (each, a “Side-by-Side Fund”) that have been established primarily for (1) investors who are Advent employees who are not eligible to invest in other private funds advised by Advent, (2) family members of Advent principals and employees, (3) service providers to Advent or private funds advised by Advent, including partners of counsel to Advent, and (4) current and former portfolio company executives and other individuals who have a business or personal relationship with Advent and/or its personnel. Generally speaking, Advent expects Side-by-Side Funds will participate pro rata in investments alongside the private funds with respect to which they were formed.

Advent generally requires, with some exceptions granted at the discretion of Advent, that investors open minimum accounts in accordance with the thresholds described in Item 5 of this Brochure. With limited exceptions where permitted by applicable law, Advent requires that its separate account clients and investors in its private funds be “qualified purchasers” as that term is defined in Section 2(a)(51) of the Investment Company Act (with the exception of certain Advent personnel who qualify as “knowledgeable employees” as defined in Rule 3c-5 under the Investment Company Act).

When a client seeks to open an account, Advent may require the client to submit a completed Form W-8/W-9, as applicable, which includes the name, address, Tax ID/Employer ID number (or any other similar registration number) and other reasonably required information that will allow Advent to identify the client and comply with “know your customer” and anti-money laundering requirements. Advent may ask for information and documentation regarding the source of the funds to be invested. Advent also reserves the right to ask for additional information regarding the individuals who are beneficial owners of the client and/or exercise control over the client. Advent may also request such other information as may be necessary to comply with applicable law. Furthermore, Advent may verify any of the aforementioned information using third-party sources and may share that information as required by applicable law or in connection with the execution of trades on behalf of that client or investor. For certain clients, Advent may rely on the client’s advisor, broker-dealer, administrator, transfer agent, custodian or placement agent to obtain, verify and record the required information. These requests and verification activities also apply to underlying investors in Advent’s private funds.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Since its inception, Advent’s credit-driven research focus has been a large driver of our investment performance. Advent utilizes a dynamic bottom-up relative value approach to security analysis. We believe our focus and experience regarding investments in credit strategies helps us avoid defaults and better gauge probabilities of downgrades, early redemption and

corporate event risk. Advent's investment strategies are described below and followed by a description of related investment risks.

All investments in securities, whether through an account, a private fund, a registered investment company or another type of investment vehicle, and regardless of investment strategy, involve risk of loss that a client or investor should be prepared to bear. All investments made by Advent on behalf of a client risk the loss of capital. No guarantee or representation can be made that a client will achieve its investment objective or avoid substantial losses, including the potential to lose all invested capital. There can be no assurance that any Advent investment strategy will achieve a client's investment objective, avoid losses or generate returns that are commensurate with the risks of investing in the type of securities that Advent may select for the client.

Advent Strategies

- ***Advent Global Opportunity Strategy*** seeks to maximize returns through Advent's insights while mitigating risk. The strategy seeks to capture the best investment opportunities Advent identifies in any given economic environment and invest through multiple strategies, including, but not limited to, relative value credit, capital structure arbitrage, distressed, convertible arbitrage, event driven/catalyst driven credit and equities.
- ***Advent Global Partners*** uses a disciplined relative value approach to volatility and credit investing with an event driven bias. Advent implements a flexible multi-strategy approach to investing through several sub-strategies including, but not limited to, idiosyncratic volatility arbitrage, corporate transactions and event-driven opportunities, credit investing, short selling, and option/volatility arbitrage.
- ***Advent Convertible Absolute Return Strategy*** seeks to generate positive absolute returns (i.e., growth regardless of market conditions) through multiple strategies to trade and invest in convertible, equity-linked and other securities while taking advantage of inefficiencies in the convertible securities market. The sub-strategies include convertible arbitrage, convertible income investing, corporate transaction participation, event-driven opportunities, short selling and option/volatility arbitrage.
- ***Advent Global Event Driven Strategy*** seeks positive absolute returns by investing in securities of companies that are involved in a corporate or special situation event. These events may include stock repurchase programs, spin-offs, asset sales, restructurings, merger and acquisition opportunities, security mispricings due to market volatility (such as geopolitical unrest), earnings related opportunities, opportunities dependent on specific economic climates, and investments driven by special features in bond indentures (such as ratchet clauses and poison puts).
- ***Advent Private Convertible and Credit Strategy*** seeks to originate, structure, and invest in private credit transactions involving public and private companies. The strategy seeks to generate positive absolute returns by investing in non-investment grade convertible bonds, loans and other instruments across the capital structure.

- ***Advent Balanced Convertible Strategy*** seeks a high total return by investing in a portfolio of USD denominated convertible securities that provide equity-like returns, while seeking to limit downside risk.
- ***Advent Global Balanced Convertible Strategy*** seeks a high total return by investing in a portfolio of global convertible securities that provide equity-like returns, while seeking to limit downside risk.
- ***Advent Phoenix Convertible Income Strategy*** seeks income and capital gains by investing in a portfolio of “theoretically cheap” USD denominated convertible securities that trade close to their bond value, while seeking to limit downside risk.
- ***Advent Global Phoenix Convertible Income Strategy*** seeks income and capital gains by investing in a portfolio of “theoretically cheap” global convertible securities that trade close to their bond value, while seeking to limit downside risk.
- ***Advent Investment Grade Convertible Strategy*** seeks a high total return by investing in a portfolio of USD denominated investment grade convertible securities that provide equity-like returns, while seeking to limit downside risk.
- ***Advent High Yield Strategy*** seeks income and total return by investing primarily in high yielding corporate credit using fundamental and relative value analysis to identify undervalued securities.
- ***The Advent Claymore Convertible Securities and Income Fund (NYSE: AVK)*** is a publicly traded closed-end fund that seeks to provide total return through a combination of capital appreciation and current income.
- ***Advent Claymore Global Convertible Securities & Income Fund II (NYSE: AGC)*** is a publicly traded closed-end fund that seeks to provide total return through a combination of capital appreciation and current income.
- ***The Advent/Claymore Enhanced Growth & Income Fund (NYSE: LCM)*** is a publicly traded closed-end fund that seeks to provide current income and current gains from trading securities with a secondary objective of long-term capital appreciation.

Risk Factors

Investment and Strategy Risks

Not A Complete Investment Program. An Advent investment strategy should not be considered a complete investment program. Advent investment strategies are intended for long-term investors. Prospective clients should take into account their investment objectives as well as their other investments when considering an investment in an Advent investment strategy. Before making an investment decision, a prospective client should consider (1) the suitability of

the Advent investment strategy with respect of that person's investment objectives and personal situation and (2) other factors such as net worth, income, age, risk tolerance and liquidity needs.

Investment And Market Risk. An investment in an Advent investment strategy is subject to investment risk, including the possible loss of the entire principal amount that a client invests. The value of the securities owned by a client may fluctuate, sometimes rapidly and unpredictably. The value of securities owned by a client may decline due to general market conditions that are not specifically related to a particular issuer, such as real or perceived economic conditions, changes in interest or currency rates or changes in investor sentiment or market outlook generally. At any point in time, the assets a client invests under an Advent investment strategy may be worth less than the original investment, including after the reinvestment of any dividends and distributions.

Convertible Securities Risk. Convertible securities are hybrid securities that combine the investment characteristics of bonds and common stocks. Convertible securities involve risks similar to those of both fixed income and equity securities. In a corporation's capital structure, convertible securities are senior to common stock, but are usually subordinated to senior debt obligations of the issuer.

The market value of a convertible security is a function of its "investment value" and its "conversion value." A security's "investment value" represents the value of the security without its conversion feature (*i.e.*, a nonconvertible fixed income security). The investment value may be determined by reference to its credit quality and the current value of its yield to maturity or probable call date. At any given time, investment value is dependent upon such factors as the general level of interest rates, the yield of similar nonconvertible securities, the financial strength of the issuer, and the seniority of the security in the issuer's capital structure. A security's "conversion value" is determined by multiplying the number of shares the holder is entitled to receive upon conversion or exchange by the current price of the underlying security. If the conversion value of a convertible security is significantly below its investment value, the convertible security will trade like nonconvertible debt or preferred stock and its market value will not be influenced greatly by fluctuations in the market price of the underlying security. In that circumstance, the convertible security takes on the characteristics of a bond, and its price moves in the opposite direction from interest rates. Conversely, if the conversion value of a convertible security is near or above its investment value, the market value of the convertible security will be more heavily influenced by fluctuations in the market price of the underlying security. In that case, the convertible security's price may be as volatile as that of common stock. Because both interest rates and market movements can influence its value, a convertible security generally is not as sensitive to interest rates as a similar fixed income security, nor is it as sensitive to changes in share price as its underlying equity security. Convertible securities are often rated below investment grade or are not rated.

Although all markets are prone to change over time, the generally high rate at which convertible securities are retired (through mandatory or scheduled conversions by issuers or through voluntary redemptions by holders) and replaced with newly issued convertibles may cause the convertible securities market to change more rapidly than other markets. For example, a concentration of available convertible securities in a few economic sectors could elevate the sensitivity of the convertible securities market to the volatility of the equity markets and to the

specific risks of those sectors. Moreover, convertible securities with innovative structures, such as mandatory-conversion securities and equity-linked securities, have increased the sensitivity of the convertible securities market to the volatility of the equity markets and to the special risks of those innovations, which may include risks different from, and possibly greater than, those associated with traditional convertible securities. A convertible security may be subject to redemption at the option of the issuer at a price set in the governing instrument of the convertible security. If a convertible security held by a client is subject to such redemption option and is called for redemption, such client must allow the issuer to redeem the security, convert it into the underlying common stock, or sell the security to a third party.

As a result of the conversion feature, convertible securities typically offer lower interest rates than if the securities were not convertible. During periods of rising interest rates, it is possible that the potential for capital gain on convertible securities may be less than that of a common stock equivalent if the yield on the convertible security is at a level that would cause it to sell at discount.

Also, in the absence of adequate anti-dilution provisions in a convertible security, dilution in the value of a client's holding may occur in the event the underlying stock is subdivided, additional securities are issued, a stock dividend is declared, or the issuer enters into another type of corporate transaction which increases its outstanding securities.

Structured and Synthetic Convertible Securities Risk. The value of structured and synthetic convertible securities can be affected by interest rate changes and credit risks of the issuer. Such securities may be structured in ways that limit their potential for capital appreciation and the entire value of the security may be at a risk of loss depending on the performance of the underlying equity security. Structured and synthetic convertible securities may be less liquid than other convertible securities. The value of a synthetic convertible security will respond differently to market fluctuations than a convertible security because a synthetic convertible security is composed of two or more separate securities, each with its own market value. In addition, if the value of the underlying common stock or the level of the index involved in the convertible component falls below the exercise price of the warrant or option, the warrant or option may lose all value.

Equity Securities Risk. Equity securities risk is the risk that the value of the securities held by a client will fall due to general market and economic conditions, perceptions regarding the industries in which the issuers of securities held by a client participate or factors relating to specific companies in which a client invests. Stock of an issuer in a client's portfolio may decline in price if the issuer fails to make anticipated dividend payments because, among other reasons, the issuer of the security experiences a decline in its financial condition. Common stock in which a client may invest is structurally subordinated to preferred stock, bonds and other debt instruments in a company's capital structure, in terms of priority to corporate income, and therefore will be subject to greater dividend risk than preferred stock or debt instruments of such issuers. In addition, while common stock has historically generated higher average returns than fixed income securities, common stock has also experienced significantly more volatility in those returns. An adverse event, such as an unfavorable earnings report, may depress the value of common stock of an issuer held by a client. Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and

perceptions of their issuers change. These investor perceptions are based on various and unpredictable factors including expectations regarding: government, economic, monetary and fiscal policies; inflation and interest rates; economic expansion or contraction; and global or regional political, economic and banking crises.

Interest Rate Risk. Convertible securities and non-convertible income-producing securities (including preferred stock and debt securities) (collectively “income securities”) are subject to certain interest rate risks, including:

- If interest rates go up, the value of income securities in a client’s portfolio generally will decline. These risks may be greater in the current market environment because interest rates are near historically low levels.
- During periods of declining interest rates, the issuer of an income security may exercise its option to prepay principal earlier than scheduled, forcing a client to reinvest in lower yielding income securities. This is known as call or prepayment risk. Lower grade income securities have call features that allow the issuer to repurchase the security prior to its stated maturity. An issuer may redeem a lower grade income security if the issuer can refinance the security at a lower cost due to declining interest rates or an improvement in the credit standing of the issuer.
- During periods of rising interest rates, the average life of certain types of income securities may be extended because of slower than expected principal payments. This may lock in a below market interest rate, increase the security’s duration (the estimated period until the security is paid in full) and reduce the value of the security. This is known as extension risk.

Credit Risk. Credit risk is the risk that one or more income securities in a client’s portfolio will decline in price, or fail to pay interest or principal when due, because the issuer of the security experiences a decline in its financial status. A client’s investments in income securities involve credit risk. However, in general, lower rated, lower grade and noninvestment grade income securities carry a greater degree of risk that the issuer will lose its ability to make interest and principal payments, which could have a negative impact on the value of a client’s securities.

Lower Grade Securities Risk. Investing in lower grade and non-investment grade securities involves additional risks. Securities of below investment grade quality are commonly referred to as “junk bonds” or “high yield securities.” Investment in securities of below investment grade quality involves substantial risk of loss. Securities of below investment grade quality are predominantly speculative with respect to the issuer’s capacity to pay interest and repay principal when due and therefore involve a greater risk of default or decline in market value due to adverse economic and issuer-specific developments. Issuers of below investment grade securities are not perceived to be as strong financially as those with higher credit ratings. Issuers of lower grade securities may be highly leveraged and may not have available to them more traditional methods of financing. Therefore, the risks associated with acquiring the securities of such issuers generally are greater than is the case with higher rated securities. These issuers are more vulnerable to financial setbacks and recession than more creditworthy issuers,

which may impair their ability to make interest and principal payments. The issuer's ability to service its debt obligations also may be adversely affected by specific issuer developments, the issuer's inability to meet specific projected business forecasts or the unavailability of additional financing. Therefore, there can be no assurance that in the future there will not exist a higher default rate relative to the rates currently existing in the market for lower grade securities. The risk of loss due to default by the issuer is significantly greater for the holders of lower grade securities because such securities may be unsecured and may be subordinate to other creditors of the issuer. Securities of below investment grade quality display increased price sensitivity to changing interest rates and to a deteriorating economic environment. The market values for securities of below investment grade quality tend to be more volatile and such securities tend to be less liquid than investment grade debt securities. To the extent that a secondary market does exist for certain below investment grade securities, the market for them may be subject to irregular trading activity, wide bid/ask spreads and extended trade settlement periods.

Debt Securities Risk. The investment guidelines of a client may permit it to invest in debt securities. A debt security, sometimes called a fixed income security, is a security consisting of a certificate or other evidence of a debt (secured or unsecured) on which the issuing company or governmental body promises to pay the holder thereof a fixed, variable, or floating rate of interest for a specified length of time, and to repay the debt on the specified maturity date. Some debt securities, such as zero-coupon bonds, do not make regular interest payments but are issued at a discount to their principal or maturity value. Debt securities include a variety of fixed income obligations, including, but not limited to, corporate bonds, government securities, municipal securities, convertible securities, mortgage-backed securities, and asset-backed securities. Debt securities include investment-grade securities, non-investment-grade securities, and unrated securities. Debt securities are subject to a variety of risks, such as interest rate risk, income risk, call/prepayment risk, inflation risk, credit risk, and (in the case of foreign securities) country risk and currency risk. The reorganization of an issuer under the federal bankruptcy laws may result in the issuer's debt securities being cancelled without repayment, repaid only in part, or repaid in part or in whole through an exchange thereof for any combination of cash, debt securities, convertible securities, equity securities, or other instruments or rights in respect of the same issuer or a related entity.

Preferred Securities Risk. There are special risks associated with investing in preferred securities, including those listed below.

- Deferral. Preferred securities may include provisions that permit the issuer, at its discretion, to defer distributions for a stated period without any adverse consequences to the issuer. If a client owns a preferred security that is deferring its distributions, such client may be required to report income for tax purposes although it has not yet received such income.
- Non-Cumulative Dividends. Some preferred stocks are non-cumulative, meaning that the dividends do not accumulate and need not ever be paid. A client's assets may be invested in non-cumulative preferred securities, whereby the issuer does not have an obligation to make up any arrearages to its shareholders. Should an issuer of a non-cumulative preferred stock held by a client determine not to pay dividends on such stock, the amount of dividends such client pays may be adversely affected. There is

no assurance that dividends or distributions on noncumulative preferred stocks in which a client invests will be declared or otherwise made payable.

- Subordination. Preferred securities are subordinated to bonds and other debt instruments in a company's capital structure in terms of priority to corporate income and liquidation payments, and therefore will be subject to greater credit risk than more senior debt instruments.
- Liquidity. Preferred securities may be substantially less liquid than many other securities, such as common stocks or U.S. government securities.
- Limited Voting Rights. Generally, preferred security holders have no voting rights with respect to the issuing company unless preferred dividends have been in arrears for a specified number of periods, at which time the preferred security holders may have the right to elect a number of directors to the issuer's board. Generally, once all the arrearages have been paid, the preferred security holders no longer have voting rights.
- Special Redemption Rights. In certain varying circumstances, an issuer of preferred securities may redeem the securities prior to a specified date. For instance, for certain types of preferred securities, a redemption may be triggered by a change in federal income tax or securities laws. As with call provisions, a redemption by the issuer may negatively impact the return of the security held by a client.

Foreign Securities Risk. Investing in non-U.S. issuers ("foreign issuers") or securities denominated in non-U.S. currencies may involve certain risks not typically associated with investing in securities of U.S. issuers due to increased exposure to non-U.S. economic, political and legal developments, including favorable or unfavorable changes in currency exchange rates, exchange control regulations (including currency blockage), confiscatory taxation, political or social instability, illiquidity, price volatility, market manipulation, expropriation or nationalization of assets, imposition of withholding taxes on payments, and possible difficulty in obtaining and enforcing judgments against foreign entities. Furthermore, issuers of foreign securities and obligations are subject to different, often less comprehensive, accounting, reporting and disclosure requirements than domestic issuers. The securities and obligations of some foreign companies and foreign markets are less liquid and at times more volatile than comparable U.S. securities, obligations and markets. Securities markets in foreign countries often are not as developed, efficient or liquid as securities markets in the United States, and therefore, the prices of foreign securities can be more volatile. Certain foreign countries may impose restrictions on the ability of issuers to make payments of principal and interest to investors located outside the country. In the event of nationalization, expropriation or other confiscation, a client could lose its entire investment in a foreign security. Transaction costs of investing outside the U.S. are generally higher than in the U.S. Higher costs result because of the cost of converting a foreign currency to dollars, the payment of fixed brokerage commissions on some foreign exchanges and the imposition of transfer taxes or transaction charges by foreign exchanges. Non-U.S. markets also have different clearance and settlement procedures which in some markets have at times failed to keep pace with the volume of transactions, thereby creating substantial delays and settlement failures that could adversely affect a client's performance.

Foreign brokerage commissions and other fees are also generally higher than in the United States. There are also special tax considerations which apply to securities and obligations of foreign issuers and securities and obligations principally traded overseas. These risks may be more pronounced to the extent that a client invests a significant amount of its assets in companies located in one country or geographic region, in which case a client making such investment may be more exposed to regional economic risks, and to the extent that such client invests in securities of issuers in emerging markets.

Emerging Markets Risk. Investments in securities the issuers of which are located in countries considered to be emerging markets are subject to heightened risks relative to foreign investing generally and are considered speculative. Investing in emerging market countries involves certain risks not typically associated with investing in the United States, and it imposes risks greater than, or in addition to, risks of investing in more developed foreign countries. These risks include, but are not limited to, the following: greater risks of nationalization or expropriation of assets or confiscatory taxation; currency devaluations and other currency exchange rate fluctuations; greater social, economic, and political uncertainty and instability (including amplified risk of war and terrorism); more substantial government involvement in the economy; less government supervision and regulation of the securities markets and participants in those markets, and possible arbitrary and unpredictable enforcement of securities regulations; controls on foreign investment and limitations on repatriation of invested capital and on a client's ability to exchange local currencies for U.S. dollars; unavailability of currency-hedging techniques in certain emerging market countries; the fact that companies in emerging market countries may be smaller, less seasoned, or newly organized; the difference in, or lack of, auditing and financial reporting standards, which may result in unavailability of material information about issuers; the risk that it may be more difficult to obtain and/or enforce a judgment in a court outside the United States; and greater price volatility, substantially less liquidity, and significantly smaller market capitalization of securities markets. Compared to developed countries, emerging market countries may have relatively unstable governments, economies based on only a few industries and securities markets that trade a small number of securities. Securities issued by companies located in emerging market countries tend to be especially volatile and may be less liquid than securities traded in developed countries. In the past, securities in these countries have been characterized by greater potential loss than securities of companies located in developed countries. Foreign investment in certain emerging market countries may be restricted or controlled to varying degrees. These restrictions or controls may at times limit or preclude foreign investment in certain emerging market issuers and increase the costs and expenses of a client. Certain emerging market countries require governmental approval prior to investments by foreign persons in a particular issuer, limit the amount of investment by foreign persons in a particular issuer, limit the investment by foreign persons only to a specific class of securities of an issuer that may have less advantageous rights than the classes available for purchase by domiciliaries of the countries and/or impose additional taxes on foreign investors.

Investments in issuers located in emerging markets pose a greater degree of systemic risk. The inter-relatedness of institutions within a country and among emerging market economies has increased in recent years. Institutional failures or economic difficulties may spread throughout a country, region or emerging market countries throughout the world, which may limit the ability of a client to manage risk through geographic diversification. Bankruptcy law and creditor

reorganization processes may differ substantially from those in the United States, resulting in greater uncertainty as to the rights of creditors, the enforceability of such rights, reorganization timing and the classification, seniority and treatment of claims.

Foreign Currency Risk. A client's investment performance may be negatively affected by a devaluation of a currency in which such client's investments are denominated or quoted. Further, a client's investment performance may be significantly affected, either positively or negatively, by currency exchange rates because the U.S. dollar value of securities denominated or quoted in another currency will increase or decrease in response to changes in the value of such currency in relation to the U.S. dollar. Foreign currency rates may fluctuate significantly over short periods of time for various reasons, including changes in interest rates, inflation, balance of payments, governmental surpluses or deficits, intervention or non-intervention by U.S. or foreign governments, central banks or supranational entities, the imposition of currency controls and political developments in the U.S. and abroad. A client may require Advent to seek to protect the client's portfolio holdings from changes in currency exchange rates through hedging transactions depending on market conditions. There can be no assurance that such strategies will be available to Advent (or available in an economically viable transaction) or, if used, will be successful. Certain countries, particularly emerging market countries, may impose foreign currency exchange controls or other restrictions on the repatriation, transferability or convertibility of currency. Advent may, acting in accordance with a client's investment guidelines, attempt within the parameters of currency and exchange controls that may be in effect to obtain rights to exchange a client's invested capital, dividends, interest, fees, other distributions and capital gains into convertible currencies. Further, a client may incur costs in connection with Advent's conversions between various currencies. Foreign exchange rates have been highly volatile in recent years. The combination of volatility and leverage gives rise to the possibility of large profit and large loss. In addition, there is counterparty risk because currency trading is done on a principal to principal basis.

Bank Loan and Loan Participation Risks. The investment guidelines of a client may permit it to acquire interests in bank loans and other debt obligations either directly (by way of sale or assignment) or indirectly (by way of participation). The purchaser of an assignment typically succeeds to all the rights and obligations of the assigning institution and becomes a lender under the credit agreement with respect to the debt obligation; however, its rights can be more restricted than those of the assigning institution. Participation interests in a portion of a debt obligation typically result in a contractual relationship only with the institution participating out the interest, not with the borrower. Under a participation, a client generally will have rights that are more limited than the rights of the institution selling the participation (the "Participating Institution"), or of persons who acquire the loan by assignment. In a participation arrangement, a client typically has a contractual relationship with the Participating Institution, but not with the borrower. As a result, a client assumes the credit risk of the Participating Institution in addition to the credit risk of the borrower. In the event of the insolvency of the Participating Institution, a client may be treated as a general creditor of the Participating Institution and may not have a claim that is senior to the Participating Institution's interest in the loan.

In addition, when a client holds a participation in a senior loan, it may not have the right to vote on whether to waive enforcement of any restrictive covenant breached by a borrower. Participating Institutions voting in connection with a potential waiver of a restrictive covenant

may have interests different from those of a client and may not consider the interests of a client. A client may not benefit directly from the collateral supporting a senior loan in which it has purchased the participation, although Participating Institutions generally are required to distribute liquidation proceeds received by them pro rata among the holders of such participations.

Bank loans may include loans of a type generally incurred by the borrowers thereunder in connection with highly leveraged transactions, often to finance internal growth, acquisitions, mergers, stock purchases or for other reasons. Such loans are typically private corporate loans negotiated by one or more commercial banks and syndicated among a group of commercial banks. In order to induce the banks to extend credit, and to offer a favorable interest rate, the borrower often provides the banks with extensive information about its business that is not generally available to the public.

Bank loans are typically at the most senior level of the capital structure, and are often secured by specific collateral, including, but not limited to, trademarks, patents, accounts receivable, inventory, equipment, buildings, real estate, franchises and common and preferred stock of the obligor or its affiliates. Bank loans often provide for restrictive covenants designed to limit the activities of the borrower in an effort to protect the right of lenders to receive timely payments of interest and principal. Such covenants may include restrictions on dividend payments, specific mandatory minimum financial ratios, limits on total debt and other financial tests. Bank loans usually have shorter terms than more junior obligations and may require mandatory prepayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities.

Purchasers of bank loans are predominantly commercial banks, investment funds and investment banks. As secondary market trading volumes increase, new bank loans are frequently adopting a standardized documentation to facilitate loan trading which should improve market liquidity. There can be no assurance, however, that future levels of supply and demand in bank loan trading will provide an adequate degree of liquidity or that the current level of liquidity will continue. Because of the provision to holders of such loans of confidential information relating to the borrower, the unique and customized nature of the loan agreement, and the private syndication of the loan, bank loans are not as easily purchased or sold as a publicly traded security, and historically the trading volume in the bank loan market has been small relative to the high yield debt market.

Futures Contracts Risks. The investment guidelines of a client may permit it to invest in futures contracts. Futures markets are highly volatile. To the extent a client engages in transactions in futures contracts, the profitability of a client will depend to some degree on the ability of Advent to analyze correctly the futures markets, which are influenced by, among other things, changing supply and demand relationships, governmental policies, commercial and trade programs, world political and economic events and changes in interest rates. Moreover, investments in commodity futures and options contracts involve additional risks including, without limitation, leverage (margin is usually only 5%-15% of the face value of the contract and exposure can be nearly unlimited) and credit risk vis-à-vis the contract counterparty. Finally, the CFTC and futures exchanges have established limits referred to as “speculative position limits” on the maximum net long or net short position which any person may hold or control in

particular commodity contracts. Advent may invest client assets in futures contracts and options on futures contracts for investment and hedging purposes.

Illiquid Securities Risk. Illiquid securities held by a client may be difficult to dispose of at a fair price at the times when Advent believes it is desirable to do so. The market price of illiquid securities generally is more volatile than that of more liquid securities, which may adversely affect the price that a client pays for or recovers upon the sale of illiquid securities. Illiquid securities are also more difficult to value and Advent's judgment may play a greater role in the valuation process. Investment of a client's assets in illiquid securities may restrict such client's ability to take advantage of market opportunities. The risks associated with illiquid securities may be particularly acute in situations in which a client's operations require cash and could result in such client borrowing to meet its short-term needs or incurring losses on the sale of illiquid securities. Although many of the Rule 144A Securities in which a client invests may be, in the view of Advent, liquid, if qualified institutional buyers are unwilling to purchase these Rule 144A Securities, they may become illiquid.

Arbitrage Risks. The investment guidelines of a client may permit it to engage in capital structure arbitrage, convertible arbitrage, merger arbitrage and other arbitrage strategies. The principal risk associated with arbitrage strategies is that the underlying relationships between securities in which a client takes investment positions may change in an adverse manner, in which case the client may realize losses. If the requisite elements of an arbitrage strategy are not properly analyzed or unexpected events or price movements intervene, losses can occur which can be magnified to the extent Advent is employing leverage. Moreover, arbitrage strategies often depend upon identifying favorable "spreads," which can also be identified, reduced, or eliminated by other market participants. Arbitrage strategies entail other risks including the risk that external events, regulatory approvals and other factors will impact the consummation of announced corporate events and/or the prices of certain positions. In addition, hedging is an important feature of capital structure arbitrage. There is no guarantee that Advent will be able to hedge a client's portfolio in the manner necessary to successfully employ the client's strategy.

Material Nonpublic Information Risks. Although Advent's Compliance Manual includes policies and procedures to prevent or control the receipt or use of material nonpublic information, Advent, its affiliates and their respective officers, directors, partner's members, employees and agents may from time to time come into possession of such information. Advent maintains compliance policies and procedures that it believes are reasonably designed to prevent, detect and correct potential violations of the federal securities laws and other applicable laws and regulations in connection with Advent's receipt of material nonpublic information about a company or its securities. A client's investment flexibility may be constrained as a consequence of Advent's inability to use such information for investment purposes during the period of time Advent is restricted under applicable authority. A client may experience losses if Advent is unable to sell an investment that the client holds because Advent possesses material nonpublic information relevant to such investment.

Fraud Risk. In making certain investments, Advent may rely upon the accuracy and completeness of representations made by the issuer of such investment, but it cannot guarantee the accuracy or completeness of such representations. The issuer of an investment may make a material misrepresentation or omission with respect to the issuer of the investment. Such

inaccuracy or incompleteness may adversely affect the strategies or the valuation of any investment. Instances of fraud and other deceptive practices committed by senior management of certain companies in which Advent strategies may invest may undermine the ability of Advent to conduct effective due diligence on, or successfully exit investments made in, such companies. In addition, financial fraud may contribute to overall market volatility, which can negatively impact the strategies' investment programs.

Private Securities Risks. Investments in private securities are subject to certain additional risks, including the following.

- Private Companies Risk. Private companies are not subject to SEC reporting requirements, are not required to maintain their accounting records in accordance with generally accepted accounting principles, and are not required to maintain effective internal controls over financial reporting. As a result, Advent may not have timely or accurate information about the business, financial condition and results of operations of the private companies in which a client invests. There is risk that a client may invest on the basis of incomplete or inaccurate information, which may adversely affect the client's investment performance. Private companies in which a client may invest may have limited financial resources, shorter operating histories, more asset concentration risk, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. These companies generally have less predictable operating results, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position. These companies may have difficulty accessing the capital markets to meet future capital needs, which may limit their ability to grow or to repay their outstanding indebtedness upon maturity. Private companies are more likely to depend on the management talents and efforts of a small group of persons; therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on the company. Advent generally does not intent for its clients to hold controlling positions in the private companies in which they invest. As a result, clients are subject to the risk that a company may make business decisions with which Advent disagrees, and that the management and/or stockholders of a portfolio company may take risks or otherwise act in ways that are adverse to clients' interests. Due to the lack of liquidity of such private securities, a client may not be able to dispose of its investments in the event Advent disagrees with the actions of a portfolio company and the client may therefore suffer a decrease in the value of the investment. To the extent that a client invests in private securities that are unrated, such client's ability to achieve its investment objectives will be more dependent on Advent's credit analysis than would be the case when a client invests in rated securities.
- Conflicts of Interest. Advent will implement its Private Credit Strategy and otherwise invest in private securities on behalf of certain Registered Fund Clients and intends to organize Private Credit Funds and seek other clients focused on investment strategies

involving investment in private securities (“Other Clients”). Advent may receive fees from certain Other Clients that are higher (such clients, “Higher Fee Clients”) than the fees it receives from Registered Fund Clients and/or Other Clients (such clients, “Lower Fee Clients”). In those instances, Advent has an incentive to favor the Higher Fee Clients over the Lower Fee Clients in the allocation of opportunities to invest in private securities. Although Advent’s Private Credit Team will devote as much time to a client as Advent deems appropriate, the Private Credit Team may have conflicts in allocating its time and services among Higher Fee Clients and Lower Fee Clients. Advent is not obligated to allocate all investment opportunities that may be appropriate for a client to such client. Allocation of investment opportunities among Higher Fee Clients and Lower Fee Clients will be subject to Advent’s allocation procedures which generally provide that investments will be allocated on a fair and equitable basis over time, having regard to such matters as available capital, relative exposure to market trends, risk tolerance, expected duration of the investment and/or lifecycle of the account, the investment parameters, guidelines, concentration limits and other limitations established by the clients, and applicable tax and regulatory considerations. The Investment Company Act limits a Registered Fund Client’s ability to enter into certain transactions with certain of its affiliates. As a result of these restrictions, a Registered Fund Client may be prohibited from buying or selling any security directly from or to a portfolio company in which another Advent client invests. The Investment Company Act also prohibits certain “joint” transactions with certain affiliates of a Registered Fund Client, which could include investments in the same portfolio company (whether at the same or different times). The analysis of whether a particular transaction constitutes a joint transaction requires a review of the relevant facts and circumstances then existing. These limitations may limit the scope of investment opportunities that would otherwise be available to a Registered Fund Client. In light of these regulatory considerations and potential conflicts of interest, certain private securities investment opportunities may be unavailable to a Registered Fund Client or may be allocated among a Registered Fund Client and Other Clients on a rotational basis, resulting in a Registered Fund Client not participating in certain private securities investment opportunities. Situations may occur where a client may be deemed to have possession of material nonpublic information, including material nonpublic information concerning specific companies, as a result of other activities by Advent, including on behalf of Other Clients. Under applicable federal securities laws, this may limit Advent’s ability to buy or sell securities issued by such companies on behalf of its clients, and Advent may be unable to engage in certain transactions it would otherwise find attractive for clients, or may be able to engage in such transactions only during limited periods of time.

- Lack of History in Private Investments. While Advent’s Private Credit Team has significant experience in private transactions, Advent as a whole does not have a history in private transactions.
- Valuation Risk. Markets for certain private securities may be limited or unavailable. As a result, such investments may be more difficult to value. Where market quotations are not readily available or deemed unreliable, a client (or its custodian)

will value securities in accordance with its own fair value procedures, unless this responsibility has been expressly delegated to Advent under the applicable investment management agreement. Valuations may be based on subjective inputs of Advent or third parties. Valuation of private securities may require more research than for more liquid investments. In addition, elements of judgment may play a greater role in valuation in such cases than for investments with a more active secondary market because there is less reliable objective data available. In some cases, valuation of certain investments may be based upon models, indicative quotes or estimates of value and not actual executed historical trades. To the extent a client's valuation decisions have been expressly delegated to Advent, the firm will make reasonable efforts to base such inputs on observable market prices and inputs, but there can be no assurances that such information will be readily available. A security that is fair valued may be valued at a price higher or lower than the value determined by Advent or by other Advent clients using their own fair valuation procedures. Prices obtained by a client upon the sale of such securities may not equal the value at which such client carried the investment on its books. A client may incur costs in connection with the valuation of its investments, including costs associated with the retention of valuation firms to value certain of the client's investments.

- Operational Risks. A client is more reliant upon the ability of Advent to identify, research, analyze, negotiate and monitor private securities than is the case with investments in publicly traded securities. As little public information exists about many private companies, a client will be required to rely on Advent's diligence efforts to obtain adequate information to evaluate the potential risks and returns involved in investing in these companies. By investing a portion of its assets in private securities, a client's flexibility to respond to negative volatility and/or ability to deleverage its investment account with Advent (if applicable) may be limited. Investments in illiquid securities may limit the extent to which the client can utilize leverage.
- Competition Risk. Many entities may potentially compete with clients in investing in private securities. Many of these competitors are substantially larger and may have considerably greater financial, technical and marketing resources than the clients. Some competitors may have a lower cost of funds and access to funding sources that are not available to certain clients. In addition, some competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of, or different structures for, private investments than a client. Furthermore, many competitors are not subject to the regulatory restrictions that the Investment Company Act imposes on Registered Fund Clients.
- Co-Investment Risk. A client's investments in private securities will often be sourced and negotiated by third party investors. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that a third party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of a client, or may be in a position to take action contrary to a client's business interests. While Advent will conduct

independent due diligence before entering into any such investment, a client's ability to realize a profit on such investments may more reliant on the expertise of the lead investor in the transaction. The valuation assigned to such an investment through application of the client's (or Advent's) valuation procedures may differ from the valuation assigned to that investment by other co-investors.

- Syndication Risks. A client's private securities investments will include investments in which Advent will seek co-investors. Co-investors will often participate in a client's investments when the client initially invests in a portfolio company. However, there may be circumstances, including due to the timing requirements of a transaction or the need for regulatory clearance for the co-investors, where co-investors will subsequently purchase their investments from a client. There can be no assurance that such syndications will take place in the amounts anticipated with the result that a client could hold a larger portion in a portfolio company than Advent had planned.
- Leverage Risks of Portfolio Companies. A client may make investments, either through leveraged buyouts or otherwise, in private securities issued by portfolio companies that have a leveraged capital structure. To the extent that any investment is made in a company with a leveraged capital structure, such investment may be subject to increased exposure to adverse economic factors such as a significant rise in interest rates, a downturn in the economy or deterioration in the condition of such company or its industry. In the event that such a company is unable to generate sufficient cash flow to timely meet principal and interest payments on its indebtedness, the value of a client's investment in such portfolio company could be significantly reduced or even eliminated. Additionally, lenders would typically have a claim that has priority over any claim by a client to such assets in an insolvency event or proceeding. The use of leverage will result in costs to a client that may not be covered by distributions made to such client or appreciation of its investments.
- Uncertainty of Financial Projections. Advent generally uses financial projections to help analyze potential private securities investments and may use such projections to help analyze future capital raises and financing for portfolio companies or other transactions. Projected operating results will often be based on management judgments. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projections. General economic conditions, which are not predictable, can have a material adverse effect on the reliability of such financial projections.
- Intellectual Property Risks. Many portfolio companies that issue private securities rely on a combination of patent, copyright, trademark and trade secret protection and non-disclosure agreements to establish and protect proprietary rights, including source code. There can be no assurance that a client or a portfolio company will be able to protect these rights or will have the financial resources to do so, or that

competitors will not develop technologies substantially equivalent or superior to a company's technologies. Unauthorized access or theft of source code and other proprietary information may make a portfolio company or its products and services more vulnerable to malicious attack. While piracy adversely affects portfolio company revenue, the impact on revenue from outside the U.S. is significant, particularly in countries where laws are less protective of intellectual property rights. The absence of harmonized patent laws makes it more difficult to ensure consistent respect for patent rights. Reductions in the legal protection for software intellectual property rights could adversely affect portfolio companies.

- Investment Concentration Risks. A client may be permitted to invest up to a specified percentage of its total assets or aggregate capital commitments in the private securities of one issuer at the time of investment. If a client is provided with only a limited number of private securities investment opportunities or is provided with private securities investment opportunities in companies that are similar to other client investments, a client's portfolio holdings of private securities may be highly concentrated. In addition, to the extent Advent concentrates a client's private securities investments in a small number of issuers, issuers within particular segments of an industry or within one geographical area or country (including in a country other than the United States), the client's portfolio of private securities may become even more concentrated, non-diversified and consequently more susceptible to fluctuations in value resulting from adverse economic or business conditions affecting such issuers, industry segment and/or geographical region.
- Risk of Insufficient Capital for Follow-On Investments. Following its initial investment in private securities of a portfolio company, a client may have the opportunity to increase its investment in successful operations or may be asked to provide additional funds to such portfolio company. There is no assurance that a client will make follow-on investments in a particular portfolio company or that a client will have sufficient resources to, or be permitted to, make such investments. Any decision not to make follow-on investments, or a client's inability to make them, may have a substantial negative impact on a portfolio company in need of such an investment, may result in missed opportunities for a client, or may result in dilution of a client's investment as other investors provide the needed capital.
- Third Party Litigation Risks. Litigation can and does occur in the ordinary course of the management of an investment portfolio of private securities. A client may be engaged in litigation both as a plaintiff and as a defendant. A client's private securities investment activities subject it to relatively increased third-party litigation risk in those instances in which the client exercises control or significant influence over a portfolio investment, including as a result of board participation. Such litigation can arise as a result of acquisition or disposition transactions (whether consummated or not), portfolio company defaults, portfolio company bankruptcies and/or other reasons. In certain cases, such portfolio companies or their constituents or other third parties may bring claims and/or counterclaims against a client, Advent and/or their respective principals and affiliates alleging violations of securities laws

and corporate, contractual and other typical claims and counterclaims seeking significant damages. To the extent that (1) a client has not been able to protect itself through insurance, indemnification or other rights against the portfolio companies, (2) a client is not entitled to such protections, or (3) the portfolio company is not solvent, the expense of defending against claims made against a client by third parties and paying any amounts pursuant to settlements or judgments would be borne by a client. In connection with such actions, the client would be obligated to bear defense, settlement and other costs, and Advent and others would generally be entitled to indemnification by the client, subject to certain conditions. Such costs and indemnification could adversely affect the applicable client's rate of return.

- Board Participation Risks. Advent expects that when it invests in private securities on behalf of a client, it may be represented on the boards of directors of certain of its portfolio companies or may have its representatives serve as observers to such boards of directors. Although such positions in certain circumstances may be important to Advent's investment strategy and may enhance Advent's ability to manage the investments, they may also have the effect of impairing Advent's ability to sell the related securities when, and upon the terms, it may otherwise desire and may subject Advent and the client to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, a client will indemnify Advent from such claims.
- Bridge Financing Risks: From time to time, a client's investment in private securities may be structured as a loan to portfolio companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term securities. Such bridge loans will typically be convertible into a more permanent, long-term security. It is possible, however, for reasons not always in a client's control, that such equity or long-term securities may not be issued and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by a client.
- Risk of Early-Stage/Start-Up Investments. A client may invest in private securities issued by new and emerging early-stage/start-up investments (collectively, "early-stage investments"). While such investments offer the opportunity for significant gains, they also involve a high degree of business and financial risk and can result in substantial losses. Among these risks are the general risks associated with investing in companies at an early stage of development or with little or no operating history, companies operating at a loss or with substantial variations in operating results from period to period, and companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including from companies with greater financial resources, more extensive development, marketing and service capabilities and a larger number of qualified managerial and technical personnel. Even more than growth-stage companies, early-stage investments need to implement appropriate sales and marketing, finance, personnel and other operational strategies to take the business to the next stage.

- Risk of Financial and Other Fraud. Instances of fraud and other deceptive practices committed by senior management of certain portfolio companies that issue private securities held by a client may undermine the ability of Advent to conduct effective due diligence on, or successfully exit such companies. In addition, financial fraud may contribute to overall market volatility, which can negatively impact a client's investment.
- Risks Arising From Dispositions of Private Securities. In connection with the disposition of a private security issued by a portfolio company, a client may be required to make representations about the business and financial affairs of the portfolio company, or may be responsible as a selling stockholder for the contents of disclosure documents under applicable securities laws. A client may also be required to indemnify the purchasers of such investments or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. If the assets of a Private Credit Fund are insufficient to pay such indemnification obligations, its Investors may be required to return distributions received by them to pay such obligations subject to certain limitations described in the governing documents of the Private Credit Fund.

Derivatives Transactions Risk. The investment guidelines of a client may permit Advent to engage in various derivatives transactions for hedging and/or risk management purposes, to facilitate portfolio management and to earn income or enhance total return. The use of derivatives transactions to earn income or enhance total return may be particularly speculative. Derivative transactions entered into to seek to manage the risks of a client's portfolio of securities may have the effect of limiting the gains from favorable market movements. Losses on derivatives transactions may reduce the value of a client's investment portfolio if such losses are not offset by gains on a portfolio positions being hedged. Derivatives transactions involve risks. There may be imperfect correlation between the value of such instruments and the underlying assets. Derivatives transactions may be subject to risks associated with the possible default of the other party to the transaction. Derivative instruments may be illiquid. Certain derivatives transactions may have economic characteristics similar to leverage, in that relatively small market movements may result in large changes in the value of an investment. Certain derivatives transactions that involve leverage can result in losses that greatly exceed the amount originally invested. Furthermore, a client's ability to successfully use derivatives transactions depends on Advent's ability to predict pertinent market movements, which cannot be assured. The use of derivatives transactions may result in losses greater than if they had not been used, may require a client to sell or purchase portfolio securities at inopportune times or for prices other than current market values, may limit the amount of appreciation a client can realize on an investment or may cause a client to hold a security that it might otherwise sell. Derivatives transactions involve risks of mispricing or improper valuation. The documentation governing a derivative instrument or transaction may be unfavorable or ambiguous. Derivatives transactions may involve commissions and other costs, which may increase a client's expenses and reduce its return. Various legislative and regulatory initiatives may impact the availability, liquidity and cost of derivative instruments, limit or restrict the ability of a client to use certain derivative

instruments or transact with certain counterparties as a part of its investment strategy, increase the costs of using derivative instruments or make derivative instruments less effective.

In connection with certain derivatives transactions, a Registered Fund Client or other Advent client may be required to segregate liquid assets or otherwise cover such transactions and/or to deposit amounts as premiums or to be held in margin accounts. Such amounts may not otherwise be available to such client for investment purposes. A client may earn a lower return on its portfolio than it might otherwise earn if it did not have to segregate assets in respect of, or otherwise cover, its derivatives transactions positions. To the extent a client's assets are segregated or committed as cover, it could limit such client's investment flexibility. Segregating assets and covering positions will not limit or offset losses on related positions.

Risk Associated with Covered Call Option Writing. The investment guidelines of a client may permit Advent to engage in covered call option writing. There are significant differences between the securities and options markets that could result in an imperfect correlation between these markets, causing a given transaction not to achieve its objectives. A decision as to whether, when and how to use options involves the exercise of skill and judgment, and even a well-conceived transaction may be unsuccessful to some degree because of market behavior or unexpected events. As the writer of a covered call option, a client forgoes, during the option's life, the opportunity to profit from increases in the market value of the security covering the call option above the sum of the premium and the strike price of the call, but has retained the risk of loss should the price of the underlying security decline. As a client writes covered calls over more of its portfolio, its ability to benefit from capital appreciation becomes more limited.

The value of options written by a client will be affected by, among other factors, changes in the value of underlying securities (including those comprising an index), changes in the dividend rates of underlying securities, changes in interest rates, changes in the actual or perceived volatility of the stock market and underlying securities and the remaining time to an option's expiration. The value of an option also may be adversely affected if the market for the option is reduced or becomes less liquid.

To the extent that there is a lack of correlation between the index options written by a client and such client's portfolio securities, movements in the indexes underlying the options positions may result in losses to such client, which may more than offset any gains received by such client from options premiums. Such sales would involve transaction costs borne by such client and may also result in realization of taxable gains.

With respect to exchange-traded options, there can be no assurance that a liquid market will exist when a client seeks to close out an option position on an options exchange. An absence of a liquid secondary market on an exchange may arise because: (1) there may be insufficient trading interest in certain options; (2) restrictions may be imposed by an exchange on opening transactions or closing transactions or both; (3) trading halts, suspensions or other restrictions may be imposed with respect to particular classes or series of options; (4) unusual or unforeseen circumstances may interrupt normal operations on an exchange; (5) the facilities of an exchange or The Options Clearing Corporation (the "OCC") may not at all times be adequate to handle current trading volume; or (6) one or more exchanges could, for economic or other reasons, decide or be compelled at some future date to discontinue the trading of options (or a particular

class or series of options). If trading were discontinued, the secondary market on that exchange (or in that class or series of options) would cease to exist. In the event that a client were unable to close out a call option that it had written on a portfolio security, it would not be able to sell the underlying security unless the option expired without exercise.

A client's options transactions will be subject to limitations established by each of the exchanges, boards of trade or other trading facilities on which the options are traded. These limitations govern the maximum number of options in each class which may be written or purchased by a single investor or group of investors acting in concert, regardless of whether the options are written or purchased on the same or different exchanges, boards of trade or other trading facilities or are held or written in one or more accounts or through one or more brokers. An exchange, board of trade or other trading facility may order the liquidation of positions found to be in excess of these limits, and it may impose other sanctions.

The investment guidelines of a client may permit Advent to write (sell) over-the-counter options ("OTC options"). Options written by a client with respect to non-U.S. securities, indices or sectors generally will be OTC options. OTC options differ from exchange-listed options in that they are entered into directly with the buyer of the option and not through an exchange or clearing organization that is interposed between a client and the counterparty. In an OTC option transaction exercise price, premium and other terms are negotiated between buyer and seller. OTC options generally do not have as much market liquidity as exchange-listed options. The OTC options written by a client will not be issued, guaranteed or cleared by the OCC. In addition, a client's ability to terminate the OTC options may be more limited than with exchange-traded options. Banks, broker-dealers or other financial institutions participating in such transaction may fail to settle a transaction in accordance with the terms of the option as written. In the event of default or insolvency of the counterparty, a client may be unable to liquidate an OTC option position.

Counterparty Risk. A client will be subject to credit risk with respect to the counterparties to the derivative contracts entered into by such client. If a counterparty becomes bankrupt or otherwise fails to perform its obligations under a derivative contract due to financial difficulties, a client may experience significant delays in obtaining any recovery under the derivative contract in bankruptcy or other reorganization proceeding. A client may obtain only a limited recovery or may obtain no recovery in such circumstances. Concerns about, or a default by, one large market participant could lead to significant liquidity problems for other participants. If a counterparty's credit becomes significantly impaired, multiple requests for collateral posting in a short period of time could increase the risk that a client may not receive adequate collateral. The counterparty risk for cleared derivatives is generally lower than for uncleared over-the-counter derivatives transactions because generally a clearing organization becomes substituted for each counterparty to a cleared derivative contract and, in effect, guarantees the parties' performance under the contract as each party to a trade looks only to the clearing organization for performance of financial obligations under the derivative contract. However, there can be no assurance that a clearing organization, or its members, will satisfy its obligations to a client.

Leverage Risk. The investment guidelines of a client may permit it to utilize leverage. The use of leverage, which can be described as exposure to changes in price at a ratio greater than the amount of equity invested, either through borrowing or other forms of market exposure

such as reverse repurchase agreements, magnifies both the favorable and unfavorable effects of price movements in the investments made by a client. Insofar as a client employs leverage in its investment operations, the client will be subject to substantial risks of loss up to the total value of their portfolio. With volatile instruments, downward price swings can result in margin calls that could require liquidation of securities at inopportune times or at prices that are not favorable to a client and cause significant losses. In the case of short sales, the same magnitude of loss can occur with price increases. In addition, illiquid investments can be priced against a client during periods when it may need capital as a result of using leverage. Returns from a leveraged investment will be more volatile than returns from the underlying investment.

Smaller Company Risk. The general risks associated with corporate income-producing and equity securities are particularly pronounced for securities issued by companies with smaller market capitalizations. These companies may have limited product lines, markets or financial resources, or they may depend on a few key employees. As a result, they may be subject to greater levels of credit, market and issuer risk. Securities of smaller companies may trade less frequently and in lesser volume than more widely held securities and their values may fluctuate more sharply than other securities. Companies with medium-sized market capitalizations may have risks similar to those of smaller companies.

REIT Risk. To the extent that a client invests in securities issued by REITs it will be subject to the risks associated with owning real estate and with the real estate industry generally. REITs are subject to interest rate risk (especially mortgage REITs) and the risk of default by lessees or borrowers. An equity REIT may be affected by changes in the value of the underlying properties owned by the REIT. A mortgage REIT may be affected by the ability of the issuers of its portfolio mortgages to repay their obligations. REITs whose underlying assets are concentrated in properties used by a particular industry are also subject to risks associated with such industry. REITs may have limited financial resources, their securities trade less frequently and in a limited volume, and may be subject to more abrupt or erratic price movements than larger company securities.

Inflation Risk/Deflation Risk. Inflation risk is the risk that the value of assets or income from investments will be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of the common shares and distributions can decline. In addition, during any periods of rising inflation, the dividend rates or borrowing costs associated with a client's use of leverage would likely increase, which would tend to further reduce returns to common shareholders. Deflation risk is the risk that prices throughout the economy decline over time—the opposite of inflation. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of a client's portfolio.

Securities Lending Risk. The investment guidelines of a client may permit Advent to lend such client's securities to others, which allows such client the opportunity to earn additional income. Although in a typical securities lending arrangement a client will require the borrower of the securities to post collateral for the loan and the terms of the loan will require that such client be able to reacquire the loaned securities if certain events occur, the client is still subject to the risk that the borrower of the securities may default, which could result in the client losing money. The investment guidelines of a client may permit Advent to purchase securities for

delayed settlement. This means that a client is generally obligated to purchase the securities at a future date for a set purchase price, regardless of whether the value of the securities is more or less than the purchase price at the time of settlement.

Management Risk. Advent's judgment about the attractiveness, relative value or potential appreciation of a particular sector, security or investment strategy may prove to be incorrect, and there can be no assurance that the investment decisions made will prove beneficial to a client.

UK Departure from EU Risk. On Thursday June 23, 2016, voters in the United Kingdom referendum (the "Referendum") on the question of whether to remain or leave the European Union (the "EU") voted in a majority in favor of leaving the EU. This historic event is widely expected to have consequences that are both profound and uncertain for the economic and political future of the United Kingdom and the EU, and financial markets generally. In March 2017, the British Parliament passed a bill authorizing the British Government to invoke Article 50 of the Treaty on European Union – the formal process of withdrawing from the EU. Invoking Article 50 will give the United Kingdom two years to negotiate a separation with the other members of the EU. The full scope and nature of the consequences of the UK's departure from the EU are not at this time known and are unlikely to be known for a significant period of time. However, the Referendum has led to significant uncertainty in the business, legal and political environment.

Risks associated with the outcome of the Referendum include short and long term market volatility and currency volatility, macroeconomic risk to the UK and European economies, impetus for further disintegration of the EU and related political stresses (including those related to sentiment against cross border capital movements and activities of investors like the clients), prejudice to financial services businesses that are conducting business in the EU and which are based in the UK, legal uncertainty regarding achievement of compliance with applicable financial and commercial laws and regulations in view of the expected steps to be taken pursuant to or in contemplation of Article 50 of the Treaty on European Union and negotiations undertaken under Article 218 of the Treaty on the Functioning of the European Union, and the unavailability of timely information as to expected legal, tax and other regimes.

Redenomination Risk. The result of the Referendum and continuing uncertainty as to the status of the Euro and the European Monetary Union (the "EMU") has created significant volatility in currency and financial markets generally. Investing in Euro-denominated securities entails risk of being exposed to a currency that may not fully reflect the strengths and weaknesses of the disparate European economies. In addition, it is possible that the Euro could be abandoned in the future by countries that have adopted its use. The effects of the collapse of the Euro, or of the exit of one or more countries from the EMU, on the United States and global economy and securities markets could have a significant adverse impact on the value and risk profile of a client's investments. If one or more EMU countries were to stop using the Euro as its primary currency, a client's investments in such countries may be redenominated into a different or newly adopted currency. As a result, the value of those investments could decline significantly and unpredictably. In addition, securities or other investments that are redenominated may be subject to foreign currency risk, liquidity risk and valuation risk to a greater extent than similar investments currently denominated in Euros. To the extent a currency used for redenomination purposes is not specified in respect of certain EMU-related investments, or should the Euro cease

to be used entirely, the currency in which such investments are denominated may be unclear, making such investments particularly difficult to value or dispose of. A client may incur additional expenses to the extent it is required to seek judicial or other clarification of the denomination or value of such securities.

U.S. Government Securities Risk. U.S. Government securities historically have not involved the credit risks associated with investments in other types of debt securities, although, as a result, the yields available from U.S. Government debt securities are generally lower than the yields available from other securities. Like other debt securities, however, the values of U.S. Government securities change as interest rates fluctuate. In 2011, for example, each of S&P, Moody's and Fitch lowered its long-term sovereign credit rating on the U.S. to "AA+" from "AAA." Although the United States' long-term sovereign credit rating increased back to "AAA" in 2014, the 2011 downgrade increased volatility in both stock and bond markets, resulting in higher interest rates and higher Treasury yields and increased the costs of all kinds of debt. Similar events could have significant adverse effects on the economy generally and could result in significant adverse impacts on securities issuers and the clients. Advent cannot predict the effects of these or similar events in the future on the U.S. economy and securities markets or on a client's portfolio.

Restricted Securities Risks. The investment guidelines of a client may permit it to invest in securities acquired in private sales. Such securities are deemed "restricted securities" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Resale of restricted securities by a client will be limited to entities that are "qualified institutional buyers" as defined in Rule 144A(a)(1) of the Securities Act and subject to the restrictions set forth in the Rule.

Short Selling Risks. The investment guidelines of a client may permit it to engage in short selling. Short selling involves selling securities which may or may not be owned and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows a client to profit from declines in market prices to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. However, because the borrowed securities must be replaced by purchases at market prices in order to close out the short position, any appreciation in the price of the borrowed securities above the sale price would result in a loss. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss. A client's loss on a short sale is potentially unlimited, because there is no upward limit on the price a borrowed security could attain.

Swap Contract Risks. The investment guidelines of a client may permit Advent to invest in swap contracts. In a standard "swap" transaction, two parties agree to exchange the returns (or differentials in rates of return) on different currencies, securities, baskets of currencies or securities, indices or other instruments, which returns are calculated with respect to a "notional value," i.e., the designated reference amount of exposure to the underlying instruments. Swap instruments are not exchange-listed securities and may be traded only in the over-the-counter market. The use of credit default, total return, currency, interest rate and other swaps is a highly specialized activity which involves investment techniques and risks different from those associated with ordinary portfolio securities transactions. If the Advent is incorrect in its

forecasts of market values, interest rates and other applicable factors, the investment performance of a client would be unfavorably affected. Credit default swaps, total return swaps, currency swaps and interest rate swaps are described below.

- Credit Default Swaps. When client is the buyer of a credit default swap contract, the client is entitled to receive the par (or other agreed-upon) value of a referenced debt obligation from the counterparty to the contract in the event of a default by a third party, such as a U.S. or foreign corporate issuer, on the debt obligation. In return, the client would normally pay the counterparty a periodic stream of payments over the term of the contract provided that no event of default has occurred. If no default occurs, the client would have spent the stream of payments and received no benefit from the contract. When the client is the seller of a credit default swap contract, it normally receives a stream of payments but is obligated to pay upon default of the referenced debt obligation. As the seller, the client would add the equivalent of leverage to its portfolio because, in addition to its total assets, the client would be subject to investment exposure on the notional amount of the swap. The client may enter into credit default swap contracts and baskets thereof for investment and risk management purposes, including diversification.
- Total Return Swaps. Total return swaps are contracts in which one party agrees to make payments of the total return from the designated underlying asset(s), which may include securities, baskets of securities, securities indices, loans or other instruments, during the specified period, in return for receiving payments equal to a fixed or floating rate of interest or the total return from another designated underlying asset(s). For example, as an alternative to a direct investment in a bank loan, the client could instead enter into a total return swap and receive the total return of the bank loan, in exchange for a floating rate payment to the swap counterparty.
- Currency Swaps. Currency swaps involve the exchange of the two parties' respective commitments to pay or receive fluctuations with respect to a notional amount of two different currencies (e.g., an exchange of payments with respect to fluctuations in the value of the U.S. dollar relative to the Japanese yen).
- Interest Rate Swaps. Interest rate swaps involve the exchange by a client with another party of respective commitments to pay or receive interest (e.g., an exchange of fixed rate payments for floating rate payments).

Warrant Risks. The investment guidelines of a client may permit it to invest in warrants. Warrants are instruments that give the holder the right, but not the obligation, to buy an equity security at a specific price for a specific period of time. Changes in the value of a warrant do not necessarily correspond to changes in the value of its underlying security. The price of a warrant may be more volatile than the price of its underlying security, and a warrant may offer greater potential for capital appreciation as well as capital loss. Warrants do not entitle a holder to dividends or voting rights with respect to the underlying security and do not represent any rights in the assets of the issuing company. A warrant ceases to have value if it is not exercised prior to its expiration date. These factors can make warrants more speculative than other types of investments.

When-Issued, Delayed-Delivery and Forward-Commitment Transaction Risks. The investment guidelines of a client may permit it to engage in when-issued, delayed-delivery, and forward-commitment transactions. When-issued, delayed-delivery, and forward-commitment transactions involve a commitment to purchase or sell specific securities at a predetermined price or yield in which payment and delivery take place after the customary settlement period for that type of security. Typically, no interest accrues to the purchaser until the security is delivered. When purchasing securities pursuant to one of these transactions, payment for the securities is not required until the delivery date. However, the purchaser assumes the rights and risks of ownership, including the risks of price and yield fluctuations and the risk that the security will not be issued as anticipated. When a client has sold a security pursuant to one of these transactions, the client does not participate in further gains or losses with respect to the security. If the other party to a delayed-delivery transaction fails to deliver or pay for the securities, the client could miss a favorable price or yield opportunity or suffer a loss. A client may renegotiate a when-issued or forward-commitment transaction and may sell the underlying securities before delivery, which may result in capital gains or losses for the client.

Frequent Trading and High Portfolio Turnover Risks. Certain Advent strategies may require frequent trading and a high portfolio turnover. Active and/or frequent trading of securities and financial instruments within a portfolio may produce increased transaction costs, including brokerage commissions, fees, transaction taxes, and other transaction costs. These costs will be borne by a client regardless of the profitability of its investment and trading activities. In addition, a high portfolio turnover may increase the recognition of short-term, rather than long-term, capital gains.

Legislation and Regulation Risk. At any time, legislation may be enacted that could negatively affect the issuers in which a client invests. Changing approaches to regulation may also have a negative impact on issuers in which a client invests. In addition, legislation or regulation may change the way in which a client is regulated. There can be no assurance that future legislation, regulation or deregulation will not have a material adverse effect on a client or will not impair the ability of such client to achieve its investment objective.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), which was signed into law in July 2010, has resulted in significant revisions to the U.S. financial regulatory framework. The Dodd-Frank Act covers a broad range of topics, including, among many others: a reorganization of federal financial regulators; the creation of a process designed to ensure financial system stability and the resolution of potentially insolvent financial firms; the enactment of new rules for derivatives trading; the creation of a consumer financial protection watchdog; the registration and regulation of managers of private Funds; the regulation of rating agencies; and the enactment of new federal requirements for residential mortgage loans. The regulation of various types of derivative instruments pursuant to the Dodd-Frank Act may adversely affect a client or its counterparties.

On December 11, 2015, the SEC published a proposed rule that, if adopted, would change the regulation of the use of derivative instruments and financial commitment transactions by Registered Fund Clients. The SEC sought public comments on numerous aspects of the proposed rule, and as a result the nature of any final regulations is uncertain at this time. Such regulations could limit the implementation of a Registered Fund Client’s use of derivatives and

reverse repurchase agreement transactions and impose additional compliance costs on such client, which could have an adverse impact on the client. Advent cannot predict the effects of these regulations on the clients' portfolio. Advent intends to monitor developments and seek to manage a client's portfolio in a manner consistent with achieving such client's investment objective, but there can be no assurance that they will be successful in doing so.

The change in presidential administration could significantly impact the regulation of United States financial markets. Areas subject to potential change, amendment or repeal include the Dodd-Frank Act, including the Volcker Rule, the authority of the Federal Reserve and Financial Stability Oversight Council, and renewed proposals to separate banks' commercial and investment banking activities. The Financial CHOICE Act, which was passed by the U.S. House of Representatives in June 2017, would, if enacted, roll back parts of the Dodd-Frank Act. Other potential changes that could be pursued by the new presidential administration could include the United States' withdrawal from, or attempt to renegotiate, various trade agreements or the taking of other actions that would change current trade policies of the United States. It is not possible to predict which, if any, of these actions will be taken or, if taken, their effect on the economy, securities markets or the financial stability of the United States. A client may be affected by governmental action in ways that are not foreseeable, and there is a possibility that such actions could have a significant adverse effect on a client and its ability to achieve its investment objective.

LIBOR Risk. Instruments in which a client invests may pay interest at floating rates based on LIBOR or may be subject to interest caps or floors based on LIBOR. A client and issuers of instruments in which such client invests may also obtain financing at floating rates based on LIBOR. Derivative instruments utilized by a client and/or issuers of instruments in which such client may invest may also reference LIBOR. A client may utilize leverage or borrowings primarily based on LIBOR. Regulators and law-enforcement agencies from a number of governments, including entities in the United States, Japan, Canada and the United Kingdom, have conducted or are conducting civil and criminal investigations into whether the banks that contribute to the British Bankers' Association, or the "BBA," in connection with the calculation of daily LIBOR may have been manipulating or attempting to manipulate LIBOR. Several financial institutions have reached settlements with the CFTC, the U.S. Department of Justice Fraud Section and the United Kingdom Financial Conduct Authority in connection with investigations by such authorities into submissions made by such financial institutions to the bodies that set LIBOR and other interbank offered rates. Additional investigations remain ongoing with respect to other major banks. There can be no assurance that there will not be additional admissions or findings of rate-setting manipulation or that manipulations of LIBOR or other similar interbank offered rates will not be shown to have occurred. ICE Benchmark Administration Limited assumed the role of LIBOR administrator from the BBA on February 1, 2014. Any new administrator of LIBOR may make methodological changes to the way in which LIBOR is calculated or may alter, discontinue or suspend calculation or dissemination of LIBOR. Additional findings of manipulation may decrease the confidence of the market in LIBOR and lead market participants to look for alternative, non-LIBOR based types of financing, such as fixed rate loans or bonds or floating rate loans based on non-LIBOR indices.

Recently, regulators in the United Kingdom have called for the LIBOR to be abandoned by the end of 2021. Abandonment of or modifications to LIBOR could have adverse impacts on newly issued financial instruments and existing financial instruments which reference LIBOR. While some instruments may contemplate a scenario where LIBOR is no longer available by providing for an alternative rate setting methodology, not all instruments may have such provisions and there is significant uncertainty regarding the effectiveness of any such alternative methodologies. Abandonment of or modifications to LIBOR could lead to significant short-term and long-term uncertainty and market instability. It remains uncertain how such changes would be implemented and the effects such changes would have on a client, issuers of instruments in which such client invests and financial markets generally.

Recent Market Developments Risk. Global and domestic financial markets have experienced periods of unprecedented turmoil. During the recession of 2007-2009 and for a period thereafter, the debt and equity capital markets in the United States were negatively impacted by significant write-offs in the financial services sector relating to sub-prime mortgages, the re-pricing of credit risk in the broadly syndicated market, the failure of major financial institutions, the deterioration of the housing market and resulting United States federal government actions. These events led to worsening general economic conditions, which materially and adversely impacted the broader financial and credit markets and reduced the availability of debt and equity capital for the market as a whole and financial firms in particular.

A return to unfavorable economic conditions or sustained economic slowdown could adversely impact a client's portfolio. Worsening economic conditions may increase the volatility of the value of securities owned by a client, may make it more difficult for a client to accurately value its securities or to sell its securities on a timely basis and may adversely affect the ability of a client to borrow for investment purposes and increase the cost of such borrowings, which would reduce returns to common shareholders. Worsening economic conditions may also adversely affect the broader economy, which in turn may adversely affect issuers of securities owned by a client, which may reduce the value of securities owned by such client and adversely affect the net asset value of the common shares. Financial market conditions, as well as various social and political tensions in the United States and around the world, may contribute to increased market volatility and may have long-term effects and cause economic uncertainties or deterioration in the United States and worldwide. Global economies and financial markets are also becoming increasingly interconnected, which increases the possibilities that conditions in one country or region might adversely impact issuers in a different country or region. Federal Reserve policy, including with respect to certain interest rates, may adversely affect the value, volatility and liquidity of dividend- and interest-paying securities.

Market Disruption and Geopolitical Risk. The aftermath of the war in Iraq, instability in Afghanistan, Pakistan, Egypt, Libya, Syria, Russia, Ukraine and the Middle East, possible terrorist attacks in the United States and around the world, growing social and political discord in the United States, the European debt crisis, the response of the international community—through economic sanctions and otherwise—to Russia's recent annexation of the Crimea region of Ukraine and posture vis-a-vis Ukraine, continued tensions between North Korea and the United States and the international community generally, new and continued political unrest in various countries, such as Venezuela, the United Kingdom's pending withdrawal from the European Union and the resulting profound and uncertain impacts on the economic and political

future of the United Kingdom, the European Union and global financial markets, further downgrade of U.S. Government securities, the change in the U.S. president and the new administration and other similar events, may have long-term effects on the U.S. and worldwide financial markets and may cause further economic uncertainties in the United States and worldwide. Advent does not know and cannot predict how long the securities markets may be affected by these events and the effects of these and similar events in the future on the U.S. economy and securities markets. A client may be adversely affected by abrogation of international agreements and national laws which have created the market instruments in which such client may invest, failure of the designated national and international authorities to enforce compliance with the same laws and agreements, failure of local, national and international organization to carry out their duties prescribed to them under the relevant agreements, revisions of these laws and agreements which dilute their effectiveness or conflicting interpretation of provisions of the same laws and agreements. The clients may be adversely affected by uncertainties such as terrorism, international political developments, and changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries in which it is invested.

Risks of Reliance on Service Providers. Advent must rely upon the performance of service providers to perform certain functions, which may include functions that are integral to Advent's provision of investment management services to a client. Failure by any service provider to carry out its obligations to Advent in accordance with the terms of its appointment, to exercise due care and skill, or to perform its obligations to Advent at all as a result of insolvency, bankruptcy or other causes could have a material adverse effect on Advent's provision of investment management services to a client. The termination of Advent's relationship with any service provider, or any delay in appointing a replacement for such service provider, could materially disrupt Advent's business and have a material adverse effect on Advent's provision of investment management services to a client.

Cybersecurity and Technology Risk. With the increased use of technologies such as the Internet and the "cloud" to conduct business, Advent and its affiliates and clients, and their respective service providers, are susceptible to cybersecurity, operational, information security and related risks. In general, cybersecurity incidents can result from deliberate attacks or unintentional events. Cybersecurity attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cybersecurity attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). Cybersecurity incidents affecting Advent, its affiliates, service providers (including, but not limited to, accountants, attorneys, custodians, transfer agents and financial intermediaries) and all of their respective personnel have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, impediments to trading, the inability of clients and/or investors to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. Similar adverse consequences could result from cybersecurity incidents affecting issuers of securities in which a client invests, counterparties with which a client engages in transactions, governmental and other

regulatory authorities, exchange and other financial market operators, banks, broker-dealers, insurance companies and other financial institutions (including financial intermediaries and other service providers for clients) and other parties. In addition, substantial costs may be incurred in order to prevent any cybersecurity incidents in the future. Although Advent, its affiliates and service providers, and the service providers of clients may have established business continuity plans in the event of, and risk management systems to prevent, such cybersecurity incidents, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Furthermore, Advent cannot control the cybersecurity plans and systems put in place by its service providers or any other third parties whose operations may affect a client. As a result, clients could be negatively impacted.

Advent seeks to maintain a comprehensive and regularly updated cybersecurity defense system that utilizes industry standard protocols and technology. Broadly speaking, our cybersecurity system includes administrative safeguards, physical security, network security, host security, application security, and reliability and recovery safeguards. The goal of our cybersecurity system is to ensure the confidentiality, integrity, safety, reliability, control, redundancy and uninterrupted operation of the information technology used in our business consistent with our responsibilities under the federal securities laws and our obligations under investment management agreements with clients. Our strategy is to continuously maintain the cybersecurity system in a way that (1) prevents, detects and corrects common and emerging cybersecurity threats and vulnerabilities and (2) takes timely and appropriate consideration of advances in cybersecurity methods, safeguards and practices as well as our day-to-day experience with cybersecurity issues. We recognize, however, that despite the expenditure of potentially unlimited resources, almost no information and technology system can be fully protected from harm posed by internal and external cybersecurity threats and vulnerabilities. Penetration and exploitation of our information technology system (or systems of Advent's affiliates, clients and their respective service providers) could result the acquisition and potential misuse of sensitive nonpublic confidential information concerning Advent, its employees, its clients and the underlying investors in its private funds. A major cybersecurity failure could disrupt the day-to-day business activities of Advent, its affiliates, its clients and their respective service providers, and impair Advent's ability to adhere to its obligations under the federal securities laws and responsibilities under its investment management agreements with clients.

More broadly, markets and market participants are increasingly reliant upon both publicly available and proprietary information data systems. Data imprecision, software or other technology malfunctions, programming inaccuracies, unauthorized use or access, and similar circumstances may impair the performance of these systems and may have a material adverse impact upon a single issuer, a group of issuers, or the market at large. As the use of Internet and "cloud" technology has become more prevalent, Advent and its service providers, as well as portfolio companies and their respective service providers, have become more susceptible to potential operational risks through breaches in cybersecurity. There can be no guarantee that any risk management systems that are intended to reduce cybersecurity risks will succeed.

Management Risks

Dependence on Key Personnel. Clients rely on certain key personnel of Advent. Advent employs a team approach to investing, with co-portfolio managers as the main decision makers of almost every strategy, as well as utilizing significant input from all members of the Investment Team in executing the investment process. The departure of certain portfolio management personnel or their inability to fulfill certain duties has the potential to adversely affect the ability of Advent to effectively implement one or more investment strategies it employs for clients.

Conflicts of Interest. Like other asset management firms, as part of Advent's business, Advent and its employees have developed many significant relationships with third parties, including, but not limited to, placement agents or other direct or indirect sources of client or investor referrals, investment bankers, auditors, counsel, consultants, private equity and venture capital investors, investors in private funds, co-investors, current and former directors, officers and employees of current and former portfolio companies, and former directors, officers and employees of Advent, including those who have or may form funds or accounts that engage in investment activities similar to those of a client. Certain of such third parties may: introduce investment opportunities to Advent; arrange for, or facilitate financing in, the purchase or recapitalization of potential portfolio companies; introduce portfolio companies to potential acquisition or merger candidates; introduce Advent to potential buyers of portfolio company securities; facilitate the disposition of portfolio company securities; provide investment banking, consulting or advisory services to Advent, clients, portfolio companies and potential portfolio companies; invest in private funds; co-invest in portfolio companies; perform investment banking services for issuers of private securities held by Advent personnel or their friends and family members; introduce or recommend private investment opportunities to Advent personnel or their friends and family members; or provide other significant business or investment services to Advent, clients, portfolio companies, potential portfolio companies, Advent personnel, and friends and family of Advent personnel. Such third parties may receive direct commercial compensation from the portfolio company, potential portfolio company or individual for providing these services (including, with respect to portfolio companies, equity or other interests) and/or, with respect to transactions in connection with Private Credit Funds or their portfolio companies or potential portfolio companies, may receive compensation from Advent in the form of a cash payment from Advent or a participation in the Management Fees or Carried Interest Advent and the Advent GP, respectively, receive from the Private Credit Funds. As a result of the business relationships Advent has developed, it may, as noted above, particularly where Private Credit Funds have a controlling interest, be in a position to suggest or recommend service providers to portfolio companies with whom Advent or its employees have had a previous relationship or experience or portfolio companies may retain service providers as a result of their experience in transactions or otherwise through their relationships with Advent. Family members of Advent personnel who are professionals or engaged in the relevant business may, independent of Advent, be engaged by portfolio companies. While Advent selects, if it is retaining a service provider, or suggests or recommends service providers who it believes will be effective and enhance a transaction or portfolio company operations or performance, there can be no assurance that other service providers would not be more qualified or lower cost. Portfolio companies may also retain service providers that have a relationship with Advent or its personnel through their experience with such service providers without any involvement by Advent. Advent expects that third-party consultants and advisors to a Private Credit Fund (or its portfolio

companies) will also provide services to other enterprises, including competitors of Advent or competitors of Private Credit Fund portfolio companies. Advent has compliance policies and procedures designed to monitor and, as necessary, mediate certain significant relationships, but no guarantee can be made that such policies and procedures will prevent actions which are to the detriment of a Private Credit Fund or another client that utilizes the Private Credit Strategy.

Personal investments by Advent personnel can present potential conflicts of interest. Advent personnel, certain friends or family members of Advent personnel, and certain individuals employed by or associated with certain service providers of Advent or its clients may invest alongside one or more clients through a separate entity related to Advent that can make investments simultaneous with and on the same terms as other clients. Advent personnel may buy and sell securities or other investments for their own accounts (including through clients managed by Advent). As a result of differing investment guidelines and limitations, or for other reasons, some positions may be taken by Advent personnel that are the same as, different from or made at different times than, positions taken for a client. For the same or different reasons, Advent personnel may invest in public or private companies, private equity funds, private venture capital funds, hedge funds, real estate funds, mutual funds and other investments. For further information regarding Advent's professional and fiduciary standards for mitigation of potential conflicts of interest, please see Item 11 of this Brochure.

Side Letters with Strategic Investors. Advent or an advisory affiliate may, in its sole discretion, enter into separate agreements (collectively "side letters") with certain clients and investors in Advent private funds, such as those affiliated with Advent, those subject to particular regulatory or legal considerations or those deemed to involve a significant or strategic relationship (collectively, "Strategic Investors"), to waive certain terms, or allow such Strategic Investors to invest on different terms than those specifically described in the offering documents, marketing materials or other agreements governing the terms and conditions under which the opportunity to invest in an Advent private fund or investment strategy (an "Advent Investment") is made available to other clients or investors in Advent private funds, including, without limitation, with respect to fees, liquidity, the right to increase the size of an investment or depth of information provided to such Strategic Investors concerning the Advent Investment. Under certain circumstances, these side letters could create preferences or priorities for such Strategic Investors with respect to other clients or investors in the Advent Investment. In addition, Advent or its advisory affiliates may, through an Advent Investment or otherwise, specifically allocate capacity with respect to some portion of the Advent Investment to Strategic Investors who desire increased exposure to such investments. The terms and conditions of a side letter may require Advent, its affiliates and their respective directors, officers, partners, principals and employees to provide the beneficiaries of the side letter additional or different information than that provided to the other clients or investors that hold interest in the Advent Investment. Similarly, the terms of a side letter may provide certain Strategic Investors additional or different information and reporting than that provided to other clients or investors that hold interest in the Advent Investment. Such information may provide the recipient greater insights into the activities of the Advent Investment than is included in standard reports to other clients or investors in the Advent Investment, thereby enhancing the recipient's ability to make investment decisions with respect to the Advent Investment.

It is not possible to identify all of the risks associated with investing and the particular risks applicable to a client account will depend on the nature of the account, its investment strategy, its investment guidelines and the types of securities held. While Advent seeks to manage accounts so that risks are appropriate to the strategy, it is often not possible or desirable to fully mitigate risks. Clients and other investors should read carefully all applicable informational materials and governing documents, including offering memoranda and prospectuses, prior to retaining Advent to manage an account or investing in any Advent-managed fund.

Item 9 – Disciplinary Information

In September 2014, Advent voluntarily agreed, without admitting or denying any allegations, to a settlement with the SEC relating to Rule 105 of Regulation M under the Securities and Exchange Act of 1934. This rule prohibits an investor from participating in an underwritten secondary offering of stock if the investor sold short the same stock during the prior five business day restricted period, as defined in the rule. Rule 105 applies to all purchases in underwritten secondary offerings, regardless of whether an investor has any intent to violate. That means the rule governs not just manipulative activity by naked short sellers who profit from participation in a secondary offering, but also governs inadvertent violations by institutional investors who use shares from a secondary offering to cover a hedge on a convertible arbitrage position. On two occasions in 2012, Advent bought stock in an underwritten secondary offering after having sold short the same stock during the five days prior to the offering. When Advent learned of the issue, we took prompt remedial actions to prevent future violations of Rule 105. These remedial actions were completely implemented before our discussions with the SEC. Moreover, the SEC acknowledged Advent’s full cooperation in this matter. In our opinion, the Rule 105 transactions were technical violations and quite small in the context of Advent’s overall transaction volume. Advent used its own financial resources to pay 100% of the amount required to settle with the SEC, which in our opinion was diminutive. In our view, the settlement will not have a material impact on our business and will have no impact on our ability to continue to deliver “best-in-class” investment management services to current and future clients.

Item 10 – Other Financial Industry Activities and Affiliations

General Financial Industry Activities and Affiliations

Advent Capital Management UK Limited (“Advent UK”) is a wholly-owned subsidiary of Advent that is based in London and is authorized and regulated by the UK Financial Conduct Authority. Advent and Advent UK share physical space, systems and employees.

Advent provides certain management and administrative services to the Advent Legacy Securities PPIF, Ltd. It does not provide investment advice to this fund.

Advent acts as an investment adviser to Advent Claymore Convertible Securities and Income Fund and as an investment manager to Advent Claymore Global Convertible Securities & Income Fund II and The Advent/Claymore Enhanced Growth & Income Fund, three registered closed-end investment companies. Advent manages Transamerica Event Driven (an open-end

registered investment company) through a subadvisory arrangement. Advent also manages UCITS investment funds organized in Ireland and Luxembourg.

ACM Funds Management LLC (“ACM Funds Management”) is a wholly owned subsidiary of Advent. ACM Funds Management and Advent share physical space, systems and employees. ACM Funds Management serves as a general partner and investment adviser to The ACM Funds, L.P., a private fund. ACM Funds Management also serves as a general partner of two private funds: Advent Global Partners Master Fund, LP and Advent Global Partners Fund, LP.

Advent Cayman Limited is a wholly owned subsidiary of Advent. Advent Cayman Limited and Advent share physical space, systems and employees. Advent Cayman Limited serves as a general partner of Advent Global Partners Master Fund, LP, a private fund.

Advent also acts as investment manager to several Cayman Islands-based hedge funds and European based investment funds.

Advent, its affiliates and their related personnel have (and in the future may develop) relationships that are (or become) material to Advent’s investment advisory business or to its clients. These relationships create potential conflicts of interest that should be carefully considered by current and prospective clients. These relationships and conflicts are described in Item 11 of this Brochure and may involve one or more of the following persons: broker-dealers, municipal securities dealers, or government securities dealers or brokers; investment companies and other pooled investment vehicles (including mutual funds, closed-end investment companies, unit investment trusts, private investment companies or “hedge funds” and offshore funds); other investment advisers or financial planners; futures commission merchants, commodity pool operators or commodity trading advisors; banking or thrift institutions; accountants or accounting firms; lawyers or law firms; insurance companies or agencies; pension consultants; real estate brokers or dealers; and sponsors and syndicators of limited partnerships.

Activities and Affiliations Associated with the Advent Private Convertible and Credit Strategy

The investment guidelines of a client may permit or require Advent to implement its Private Credit Strategy in managing such client’s assets. These clients could include, for example, Private Credit Funds, Registered Fund Clients and separately managed account clients. Advent or its affiliates serve as the investment advisers and/or general partners of Private Credit Funds. A Private Credit Fund may be subject to various conflicts of interest arising from its relationship with Advent and its affiliates including other Private Credit Funds. Generally, with respect to all Private Credit Funds that implement a substantially similar investment program, Advent expects to make new investments only for its most recently raised Private Credit Fund at any given time. A new successor Private Credit Fund is generally not expected to be formed or make investments until the predecessor Private Credit Fund is substantially fully invested or committed without the consent of the Advisory Committee of the predecessor Private Credit Fund (or as otherwise permissible under the governing documents of the relevant Private Credit Funds). Generally, Advent anticipates that the governing documents of its Private Credit Funds will provide for a transition period during which certain “pipeline” investments may be allocated

to the predecessor Private Credit Fund. Advent generally expects that a Private Credit Fund may co-invest with its predecessor Private Credit Fund in such pipeline transactions. After the transition period, new investments will generally be made by the successor Private Credit Fund. Generally, Advent expects that a follow-on investment opportunity in a portfolio company will generally be reserved for the Private Credit Fund that originally invested in such portfolio company, subject to the guidelines and restrictions of the Private Credit Fund's governing documents and/or approval of the Private Credit Fund's Advisory Committee and available capital in the Private Credit Fund. A Private Credit Fund may on occasion invest in a portfolio company of another Private Credit Fund or co-invest with another Private Credit Fund. As more fully described below, such transactions are generally subject to requirements agreed by the Investors and set out in the applicable governing documents, which may include a requirement to obtain the consent of the Advisory Committee of the applicable Private Credit Funds.

Allocation of Co-Investment Opportunities

Private Credit Strategy investments include private securities investments in which Advent will seek co-investors. Advent believes that including co-investors will increase the ability of a client to invest private securities issued by companies (and in particular, private securities issued by larger companies) while managing concentration risks. Co-investors may bring to a transaction relevant knowledge, due diligence skills, management experience and capital, both for the initial investment as well as for future financings. Advent believes that the ability to involve co-investors enables a client to make investments that it would otherwise not have the capacity to do. Advent may, but will be under no obligation to, offer co-investment opportunities to any persons (including Investors) consisting of the portion of an investment opportunity that exceeds the amount that Advent determines is appropriate for a client. Advent may, but is under no obligation to, also offer co-investment opportunities to third party strategic investors the portion of an investment opportunity that Advent determines to be appropriate. Which third parties will co-invest depends largely on the nature and dynamics of a particular deal. Third-party co-investors (including Investors) have no obligation to participate in a particular deal and they will typically negotiate the terms of their participation. In selecting co-investors to approach with a potential investment, Advent will take into account various facts and circumstances it deems relevant and, at a minimum, a co-investor must be legally eligible to invest in the portfolio company, confirm that it has the ability and willingness to move quickly in making and implementing a decision to invest, and Advent must believe that it will have a good working relationship with the co-investor during the investment. Co-investors may include one or more clients or Investors; however, the allocation of co-investment opportunities is entirely discretionary and there is no guarantee for any client or Investor that has expressed an interest in co-investment opportunities that it will see such opportunities. Co-investment opportunities are by their nature limited because, given the swift pace of many deals in which Advent determines that co-investors are desirable, and the need to negotiate the co-investments as well as all other aspects of the transaction, it is simply not practical to involve large numbers of co-investors. Moreover, because the co-investors must rapidly devote sometimes significant resources to evaluating whether to invest, they may need a minimum investment to warrant the effort. Advent expects that certain clients, Investors and other third parties may be in a position to commit the amounts required and on the schedule dictated by larger transactions, and Advent may turn to such co-investors in new deals due to prior good experience with these co-investors

enabling clients to win and close investments and/or to smoothly syndicate investments after closing.

Advent or the Advent GP may receive a management fee, carried interest, Other Private Credit Compensation or other compensation from third-party co-investors. In addition, co-investors do not bear all of the expenses borne by a client in developing, consummating and maintaining an investment. As a result, if the investment is successful, a co-investor will receive a better net return with respect to the portfolio company than clients (or Investors), and a client (or Investor) that participates in co-investments with a client (such as a Private Credit Fund) may achieve a better return than clients (or Investors) who do not participate in co-investments, depending on how the co-investments perform.

Advent or the Advent GP may create limited partnerships, limited liability companies or similar vehicles or arrangements to accommodate investments by portfolio company management or strategic or other investors, including a client or one or more Investors of a Private Credit Fund, in connection with a deal-by-deal determination of any co-investment participation, or may cooperate with specific clients or Investors to create vehicles to enable co-investments in one or more transactions, and may serve as the general partner, the investment manager or in a similar capacity with respect to such vehicles or arrangements. The existence of such vehicles or arrangements formed for a particular client or Investor could result in fewer co-investment opportunities being made available to other clients or Investors. Co-investors will often participate in Private Credit Strategy investments when a client initially invests in a portfolio company. However there may be circumstances, including due to the timing requirements of a transaction or the need for regulatory clearance for the co-investors, where co-investors will subsequently purchase their investments from the client (such as a Private Credit Fund). The selection of co-investors may involve conflicts of interest and, while Advent has adopted policies and procedures with regard to the selection of co-investors intended to mitigate such conflicts, there can be no guarantee that such policies will prevent actions that are detrimental to a client.

Transactions Among Private Credit Funds

On occasion, Advent may determine that it is in the best interests of a Private Credit Fund and one or more other Private Credit Funds that the Private Credit Fund should invest, or otherwise acquire an interest, in an existing portfolio company held by such other Private Credit Fund(s). Generally, Advent expects that such transactions would be subject to the approval of the Advisory Committees of the relevant Private Credit Funds unless a non-affiliated sophisticated financial investor who is not a strategic investor participates in such investment on substantially the same terms as the Private Credit Fund, the investment of such non-affiliated investor is substantial and certain other conditions contained the governing documents of the applicable Private Credit Fund are met. Advent expects that a Private Credit Fund will generally be permitted without Advisory Committee consent to co-invest with other Private Credit Funds and other clients, to the extent permitted under the governing documents of the Private Credit Funds, including in certain pipeline transactions. Also, in accordance with the applicable governing documents, certain Private Credit Funds may transfer certain investments to its successor Private Credit Fund. Advent expects that certain Private Credit Funds may be

permitted, with the consent of their respective Advisory Committees or as otherwise provided in their governing documents, make certain bridge co-investments alongside their successor Private Credit Funds or other future Private Credit Funds that such Private Credit Funds expect to syndicate to third party co-investors within a specific period of time.

Allocation of Expenses Among Private Credit Funds

Potential Conflicts in Calculating and Allocating Certain Costs and Expenses

Advent generally expects that the governing documents of a Private Credit Fund will provide that the Private Credit Fund will be responsible for all costs and expenses in connection with its operation, other than the costs and expenses that will be the responsibility of the Advent GP. With respect to certain operating expenses that are common among a Private Credit Fund and other Private Credit Funds, such as insurance premiums or annual meeting expenses, Advent generally expects that such expenses will be allocated by Advent among the Private Credit Funds as provided in the governing documents of the respective Private Credit Funds or, if not so provided, on a case-by-case basis pursuant to a method that Advent believes to be fair and equitable to the Private Credit Funds, such that no Private Credit Fund is consistently advantaged over any other Private Credit Fund or disadvantaged over time in relation to any other Private Credit Fund or Advent. Advent generally expects that an operating expense or cost incurred on behalf of more than one Private Credit Fund will generally be allocated pro rata among the Private Credit Funds on the basis of (1) the amount of each Private Credit Fund's applicable investment that relates to the cost or expense, (2) the amount of each Private Credit Fund's current net assets or (3) the amount of each Private Credit Fund's capital commitments. If deemed appropriate under the circumstances, costs or expenses incurred by more than one Private Credit Fund may be allocated in any other manner that Advent determines to be fair and reasonable. Advent or its affiliates may pay costs or expenses attributable to one or more Private Credit Funds and thereafter receive a reimbursement from the applicable Private Credit Fund or Private Credit Funds without interest. With respect to investments involving more than one Private Credit Fund, each Private Credit Fund is expected to be required to bear its proportionate share, based on the relative amounts invested, of transaction expenses except as otherwise provided in the applicable governing documents. In addition, the expenses incurred in connection with a transaction that is not completed are expected to be required to be allocated by Advent in good faith pro rata among the Private Credit Funds, based on the intended investment allocation in such transaction, except as otherwise provided in the applicable governing documents or, if applicable, by such other method as the General Partner determines is reasonable and fair. A potential conflict of interest exists in Advent's determination whether certain costs or expenses that are incurred in connection with the operation of a Private Credit Fund meet the definition of Private Credit Fund operational expenses for which the Private Credit Fund is responsible, or whether such expenses should be borne by Advent. Any Private Credit Fund will be reliant on the determinations of Advent in this regard, and also in regard to the allocation of investment expenses and any common operating expenses as between the Private Credit Funds and any other Advent affiliates, including how the expenses of proposed but unconsummated transactions are allocated among the Private Credit Funds and what the allocation of a co-investment that is never completed might have been. While Advent will endeavor to allocate expenses in a manner it believes to be equitable and consistent with the

relevant Private Credit Fund governing documents, there can be no assurance that errors will not arise in such allocations or that other methods of allocation would not produce a result that is more favorable to one or other of the Private Credit Funds or to Advent.

Allocation of Investment Expenses in Co-Investments, Including Broken Deal Expenses

Advent generally expects that the governing documents of a Private Credit Fund will require the Private Credit Fund to be responsible for the costs and expenses incurred in connection with its portfolio investments, including the out-of-pocket expenses incurred in the actual or potential acquisition, restructuring or disposition of any investment, whether or not consummated, and the out-of-pocket expenses incurred in connection with holding the investments of the Private Credit Fund, to the extent not paid for by the applicable portfolio company or potential portfolio company. To the extent paid for by portfolio companies, a Private Credit Fund and its Investors bear the expense indirectly to the extent of the Private Credit Fund's interest in the portfolio company. With respect to consummated investments, such expenses, when material, are generally expected to be capitalized into the cost of the investment. Where a co-investment is made by more than one Private Credit Fund, each such Private Credit Fund is required to bear its proportionate share, based on the relative amounts invested, of such transaction and monitoring expenses except as otherwise provided in the applicable Private Credit Funds' governing documents. In addition, the expenses incurred in connection with a transaction that is not completed are required to be allocated by Advent in good faith pro rata among the Private Credit Funds, based on the intended investment allocation in such transaction, except as otherwise provided in the applicable governing documents or, if applicable, by such other method as the Advent GP determines is reasonable and fair. The intended allocation may not be possible to determine with any certainty given the many variables that go into determining equity contributions in a transaction. Moreover, Advent will look at many more investments as potential investments for a Private Credit Fund than a Private Credit Fund will actually make, and, even though expenses may have been incurred by a Private Credit Fund or by Advent on behalf of a Private Credit Fund with respect to such potential investments, a decision may subsequently be made not to proceed with the transaction, or circumstances may arise preventing the consummation of the transaction or making it inadvisable, before the stage where any decision about co-investments with other Private Credit Funds (or with third parties) has been made, in which case the expenses will generally be borne by the Private Credit Fund for which Advent initially evaluated the transaction.

Advent generally expects that, with respect to third-party co-investors, including clients or Investors through limited partnerships, limited liability companies or similar vehicles or arrangements to accommodate such co-investments (as described under "Allocation of Co-Investment Opportunities" in Item 10 of this Brochure), to the extent that transaction and monitoring expenses are paid or reimbursed by the portfolio company in completed transactions, such third-party co-investors will bear their proportionate share of such expenses as a result of their interest in the portfolio company. Such transaction and monitoring expense are not always paid or reimbursed by the portfolio company and sometimes costs and liabilities, such as borrowing or guarantees, may be incurred in investment structures in which only the Private Credit Funds participate or directly by the Private Credit Funds and not by other investors in the portfolio company. Third- party co-investors are not obligated to co-invest and their co-

investments are based on arms' length negotiations between Advent and the third-party co-investors. Typically, co-investments by third-party co-investors are limited to the capital invested in the applicable portfolio company and do not bear the expenses associated with developing and consummating the investment opportunity or post-closing monitoring expenses, except to the extent borne or reimbursed by the portfolio company or otherwise specifically agreed with the co-investor. Third-party co-investors often commit to the transaction late in the process of identifying and negotiating an investment, or after closing in the case of transactions that are syndicated after the initial investment by a Private Credit Fund. Often such potential co-investors are unable or unwilling to bear the expenses incurred with respect to a transaction that is not, in the end, consummated, and as a result the full amount of any broken deal expenses will be borne by the applicable Private Credit Fund (and, as described above, other Private Credit Funds in certain circumstances).

A Private Credit Fund will be reliant on the determinations of Advent as to the allocation of potential co-investments and of the related investment expenses as between the applicable Private Credit Funds, including how the expenses of proposed but unconsummated transactions are allocated to the applicable Private Credit Funds and what the allocation of a co-investment that is never completed might have been. While Advent will endeavor to allocate such expenses in a manner it believes to be equitable and consistent with the relevant governing documents, there can be no assurance that such allocations will adequately reflect all potential variables or that other methods of allocation would not produce a result that is more favorable to a Private Credit Fund.

Additional information regarding how Advent addresses conflicts of interest is provided in Item 11 of this Brochure.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

General Management of Conflicts of Interests

Advent has adopted a Code of Ethics that sets forth the standards of business conduct, professional ethics and fiduciary behavior that Advent expects of its personnel. The Code also includes related policies and procedures that must be followed by Advent and its personnel as required by the Advisers Act and other federal securities laws. The Code of Ethics states that Advent is a fiduciary to its clients and requires that Advent and its personnel adhere to specific fiduciary obligations, carry out high standards of ethical behavior and act at all times with integrity, honesty, and professionalism. Advent personnel must be sensitive to situations that may give rise to an actual or apparent conflict with the interests of a client. Advent personnel are required to put the interests of each client above their own personal or professional interests in carrying out their responsibilities at Advent.

Under the Code of Ethics, Advent personnel must comply with the federal securities laws and other applicable laws governing the services they provide on behalf of Advent to its clients. This includes laws and regulations that apply specifically to investment advisers as well as those that apply more broadly ranging from prohibitions against illegal insider trading to the U.S. Foreign Corrupt Practices Act. The Code of Ethics and the other provisions of the Compliance

Manual provide policies and procedures that are intended to help Advent and Advent personnel comply with applicable law. In addition, Advent's Chief Compliance Officer provides periodic guidance and training to Advent personnel on the requirements of the Compliance Manual and applicable law. The Code of Ethics imposes the following requirements, standards or limitations (among others) in order to avoid and attempt to mitigate material conflicts of interest that may arise in the conduct of Advent's business and in the activities of Advent personnel.

- It requires Advent and its personnel to avoid or seek to mitigate, and make full and fair disclosure to clients of, all material conflicts of interest involving Advent or Advent personnel;
- It includes provisions that restrict and otherwise govern the solicitation, acceptance and giving of gifts and the provision of business entertainment;
- It prohibits Advent personnel from offering or making illegal payments of any kind (including but not limited to bribes, kickbacks, rebates and other payments) in connection with the business of Advent or a client for the benefit of any person with the intent or likely effect of inducing or influencing the recipient to misuse his or her position or violate applicable law;
- It requires business decisions involving Advent and/or its clients to be made on an impartial basis in accordance with applicable law;
- It restricts and otherwise governs political contributions by Advent and its personnel and certain other activities related to political campaigns and candidates for office;
- It requires pre-approval to engage in certain outside business activities;
- It requires disclosure to Advent of certain family and household members who work in the financial services industry or conduct business with, or work for an entity that conducts business with, Advent;
- It imposes an obligation to maintain the confidentiality of a wide range of nonpublic information that becomes known in the course of, or in connection with, the business and operations of Advent, Advent clients and investors in Advent private funds;
- It includes policies and procedures reasonably designed to prevent insider trading and other misuses of material nonpublic information by Advent and its personnel; and
- It limits the circumstances under which Advent personnel may disclose client portfolio holdings to third parties.

Advent employees are required to comply with Code of Ethics provisions governing their personal trading activities. These provisions are designed to ensure compliance with the federal securities laws, including but not limited to Section 204A of, and Rule 204A-1 under, the Advisers Act. Advent utilizes a secure third-party online system for the preclearance, reporting, recordkeeping and review of its employees' personal securities transactions. The Code of Ethics

prohibits Advent personnel from effecting the following personal securities transactions: (1) buying or selling public securities of any issuer while in possession of material nonpublic information about the issuer or its securities; (2) buying securities in an initial public offering; (3) buying convertible securities; (4) engaging in front running or other securities transactions that take unfair advantage of proposed, pending or executed securities transactions for clients; and (5) buying a security during any applicable “blackout period” surrounding a client transaction in the same security. The Code of Ethics also requires Advent personnel to hold reportable securities for a minimum period of time before selling. The Code of Ethics establishes specific disciplinary actions that the Compliance Committee may take upon its determination that an employee has violated a provision of the Code of Ethics.

Like other asset management firms, as part of Advent’s business, Advent and its employees have developed many significant relationships with third parties, including, but not limited to, placement agents or other direct or indirect sources of client or investor referrals, investment bankers, counsel, consultants, private equity and venture capital investors, investors in private funds, co-investors, current and former directors, officers and employees of current and former portfolio companies, and former directors, officers and employees of Advent, including those who have or may form funds or accounts that engage in investment activities similar to those of a client. Certain of such third parties may: introduce investment opportunities to Advent; arrange for, or facilitate financing in, the purchase or recapitalization of potential portfolio companies; introduce portfolio companies to potential acquisition or merger candidates; introduce Advent to potential buyers of portfolio company securities; facilitate the disposition of portfolio company securities; provide investment banking, consulting or advisory services to Advent, clients, portfolio companies and potential portfolio companies; invest in private funds; co-invest in portfolio companies; perform investment banking services for issuers of private securities held by Advent personnel or their friends and family members; introduce or recommend private investment opportunities to Advent personnel or their friends and family members; or provide other significant business or investment services to Advent, the clients, portfolio companies, potential portfolio companies, Advent personnel, and friends and family of Advent personnel. Such third parties may receive direct commercial compensation from the portfolio company, potential portfolio company or individual for providing these services (including, with respect to portfolio companies, equity or other interests) and/or, with respect to transactions in connection with Private Credit Funds or their portfolio companies or potential portfolio companies, may receive compensation from Advent in the form of a cash payment from Advent or a participation in the Management Fees or Carried Interest that Advent and the Advent GP, respectively, receive from the Private Credit Funds.

The directors, officers and employees of Advent generally may, subject to certain restrictions, buy and sell securities or other investments for their own accounts (including through investment funds managed by Advent). As a result of differing investment strategies or constraints, or for other reasons, positions may be taken by Advent personnel that are the same as, different from or made at different times than positions taken for a client. For the same reasons, directors, officers and employees of Advent may invest in public or private companies, private equity funds, private venture capital funds, hedge funds, real estate funds, mutual funds and other investments. Advent has established policies and procedures requiring certain approvals for most personal securities transactions by Advent personnel. However, the potential exists for personal securities transactions by Advent personnel, including those which have been

pre-cleared or approved in advance, to generate significantly higher investment returns to such personnel than the investment returns generated by securities investments of a client. Advent has also established policies and procedures for circumstances where a company identified as a potential investment opportunity under the Private Credit Strategy is determined not to be suitable or appropriate for a Private Credit Fund or other client utilizing the Private Credit Strategy. The potential exists for Advent personnel, other co-investors or competitors of Advent to invest in such company and realize significantly higher investment returns than any investment transactions Advent implements for clients utilizing the Private Credit Strategy.

Advent may recommend to clients that they buy or sell securities or investment products in which Advent or a related person has a financial interest. Specifically, Advent may recommend that clients invest in Registered Fund Clients, UCITS vehicles and private funds where Advent or a related person acts as a member manager, manager, investment manager and/or director. The firm also may recommend that clients invest in Registered Fund Clients, UCITS vehicles and private funds in which Advent, one of its affiliates, their respective officers, directors, partners, members, employees or agents, or private funds or other pooled investment vehicles managed, advised or sponsored by Advent has made, or may make, an investment. These practices create a conflict of interest because Advent or a related person has an incentive to recommend its products to clients based on its own financial interests, rather than solely the interests of a client. Advent's decision to recommend that a client invest in any such entity, however, is based solely on the suitability of the investment for the particular client. In addition, Advent's Risk Management and Compliance Teams review similarly-situated accounts for any discrepancies in performance to ensure that all accounts are treated fairly and in an unbiased manner.

Advent may from time to time retain "expert networks." Expert network is a term that is generally applied to a consulting firm that facilitates communications between their consulting clients and retained third-party professionals who possess particular business expertise and experience and agree to help the consulting clients better understand products, services, companies, business issues and industries. Advent Expert networks may be used to obtain research and other information that may assist Advent in its investment decision-making process. One potential risk of using an expert network is that the retained expert may communicate material nonpublic information about a company in breach of a confidentiality agreement, another duty, or otherwise in violation of federal or state securities laws. Another potential risk of using an expert network is that the expert may communicate trade secrets or other proprietary or confidential information about a company in breach of a duty of confidentiality or loyalty, the use of which may violate state law. The retention and use of expert networks by Advent personnel is subject to expert network-related provisions of its Compliance Manual as well as other policies and procedures, such as those governing the prevention of illegal insider trading and other misuses of material nonpublic information.

A copy of Advent's Code of Ethics is available to clients or prospective clients upon written request by emailing ClientAdvisory@adventcap.com or by calling Advent's Client Advisory Group at 212-497-0649.

Management of Certain Conflicts of Interest Related to the Advent Private Convertible and Credit Strategy

The following discussion relates to implementation of the Private Credit Strategy on behalf of Private Credit Funds, Registered Fund Clients and other clients.

As a result of the business relationships Advent has developed, it may, as noted above, particularly where Private Credit Funds have a controlling interest, be in a position to suggest or recommend service providers to portfolio companies with whom Advent or its employees have had a previous relationship or experience or portfolio companies may retain service providers as a result of their experience in transactions or otherwise through their relationships with Advent. Family members of Advent personnel who are professionals or engaged in the relevant business may, independent of Advent, be engaged by portfolio companies. While Advent selects, if it is retaining a service provider, or suggests or recommends service providers who it believes will be effective and enhance a transaction or portfolio company operations or performance, there can be no assurance that other service providers would not be more qualified or lower cost. Portfolio companies may also retain service providers that have a relationship with Advent or its personnel through their experience with such service providers without any involvement by Advent. Advent expects that third-party consultants and advisors to the Private Credit Funds and their portfolio companies will also provide services to other enterprises, including competitors of Advent or any of the Private Credit Funds' portfolio companies.

Investors in a Private Credit Fund may include, among other persons, service providers to Advent, service providers to clients that utilize the Private Credit Strategy, portfolio companies of clients that utilize the Private Credit Strategy, the directors, officers and employees of such portfolio companies, and placement agents (and their principals) for Private Credit Funds. This could present a conflict of interest to Advent in deciding whether to utilize the services of such service providers, or to pay such service providers higher fees out of the Private Credit Fund's assets in return for such service providers' willingness to invest in the Private Credit Fund, which could result in additional fees for Advent.

A portfolio company in which one Private Credit Fund invests may from time to time use the services of another portfolio company in which a different Private Credit Fund (or another client utilizing the Private Credit Strategy) invests. Advent may also from time to time encourage portfolio companies to consider using in their business the technologies, products or services provided by other portfolio companies even if the potentially transacting companies are owned by different Private Credit Funds (or other clients utilizing the Private Credit Strategy). It is Advent's policy, however, to avoid participating in any resulting negotiations between or among the transacting portfolio companies except in accordance with policies and procedures intended to address potential conflicts, but no guarantee can be made that such policies and procedures will prevent actions which are to the detriment of a Private Credit Fund or another client that utilizes the Private Credit Strategy.

Conflicts of interest may also arise in circumstances where Advent may consider an investment by a Private Credit Fund (and/or another client utilizing the Private Credit Strategy) in a company in which a client, an Investor or another person with a significant relationship to

Advent is already an investor or a sale of a portfolio company to such persons because Advent may wish to maintain a good relationship with the client, Investor or such significant relationship. While Advent has policies and procedures for such situations, there can be no guarantee that such policies and procedures will prevent actions which are to the detriment of a Private Credit Fund or another client that utilizes the Private Credit Strategy.

The existence of a Carried Interest may create an incentive for the Advent GP to make more speculative investments on behalf of a Private Credit Fund that it would otherwise make in the absence of such performance fee. In addition, upon the winding-up of a Private Credit Fund, an Advent GP may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. Advent expects that the valuation of such securities for such purposes generally will be determined by the Advent GP, subject to Advisory Committee approval, as set forth in the applicable Private Credit Fund governing document. In addition, the clawback obligations of the Advent GP may create an incentive to defer the disposition of investments that would result in a realized loss or the completion of the liquidation of a Private Credit Fund where a clawback obligation would be owed.

The investments that Advent personnel make in private securities can present potential conflicts of interest for Advent and such personnel. Advent's members, owners, principals, directors, officers, and employees, certain family members of those persons, certain directors, officers, or employees of Advent's portfolio companies, and certain individuals employed by or associated with certain service providers of Advent or its portfolio companies have invested, and may continue to invest in the future, in Side-by-Side Funds that will make investments at the same time and on the same terms as a Private Credit Fund and/or through an entity that invests into such Private Credit Fund. Each such entity is a related person of Advent. Each Private Credit Fund will have a general partner (or equivalent controlling person) that is a related person of Advent. Generally speaking, the Advent GP of each Private Credit Fund will agree that the Advent GP, Advent and/or employees, partners or members of the Advent GP or Advent will make capital commitments to such Private Credit Fund. The amount of this sponsor capital commitment varies from Private Credit Fund to Private Credit Fund. The sponsor capital commitment generally is satisfied by capital commitments from Advent and/or its members or portfolio managers.

Advent expects that a Private Credit Fund may enter into contracts and transactions with the Advent GP, affiliates of Advent, or certain key Advent personnel not authorized, addressed or expressly contemplated by the governing document, if, in the good faith judgment of the Advent GP, the terms of such contract or transaction are no more favorable to the Advent GP, affiliate or key Advent personnel than could be obtained in arm's length negotiations with unrelated third parties and the material terms of such contract or transaction have been approved by the Private Credit Fund's Advisory Committee.

In the event of a conflict of interest that is not otherwise addressed by the applicable governing document, each of the Advent GP and Advent will be guided by its fiduciary responsibilities, compliance policies and procedures and good faith judgment as to the best interests of the Private Credit Fund and may seek or, depending on the Private Credit Fund and

the materiality of the conflict, may be required to obtain, pursuant to the governing document of the Private Credit Fund, guidance from the Advisory Committee of the Private Credit Fund.

The participation of Registered Fund Clients in private securities transactions is subject to various regulatory considerations under the Investment Company Act. As a result, a Registered Fund Client may be prohibited from buying or selling any security directly from or to a portfolio company of a Private Credit Fund or another client managed by Advent. The Investment Company Act also prohibits certain “joint” transactions with certain of affiliates of a Registered Fund Client, which could include investments in the same portfolio company (whether at the same or different times). The analysis of whether a particular transaction constitutes a joint transaction requires a review of the relevant facts and circumstances then existing. These limitations may limit the scope of investment opportunities that would otherwise be available to a Registered Fund Client. Moreover, provisions of the Investment Company Act and/or decisions by the board of directors or board of trustees of a Registered Fund Client may also:

- Prohibit Advent from receiving, or limit the circumstances under which Advent could receive certain types of, Other Private Credit Compensation in connection with private securities investments on behalf of Registered Fund Clients;
- Prohibit Registered Fund Clients from paying, or limit the circumstances under which Registered Fund Clients may pay, Other Private Credit Fund Expenses or other costs, fees or expenses in connection with their investments in private securities;
- Prohibit Registered Fund Clients from paying, or limit the circumstances under which Registered Fund Clients may pay, transaction and monitoring expenses associated with portfolio companies in which such Registered Fund Clients invest; and
- Prohibit Registered Fund Clients from bearing, or limit the circumstances under which Registered Fund Clients may bear, expenses incurred with respect to a private securities transaction that is not, in the end, consummated.

These Investment Company Act related prohibitions, limitations and other considerations, as well as decisions by the board of directors or board of trustees of a Registered Fund Client, may in some cases have the effect of increasing the portion of the costs, fees and other expenses that Private Credit Funds and certain other clients bear in connection with Advent’s implementation of the Private Credit Strategy on behalf of all of its clients than would be the case if Registered Fund Clients were not subject to the Investment Company Act.

Item 12 – Brokerage Practices

Selection Of Broker-Dealers And Other Counterparties

Subject to the investment guidelines and restrictions imposed by clients, Advent generally will have the authority to determine, without obtaining specific client consent, the securities and amount thereof to be purchased or sold.

Advent will generally use its discretion in selecting the broker, dealer or other counterparty to be used to execute each transaction for its clients. Advent's discretionary authority may be limited, however, by directions from a client to have transactions for its account to be directed to a specified broker-dealer and in the case of the wrap program participants, may prohibit Advent from transacting with the broker-dealer sponsor of the wrap program and certain of its affiliates. Advent will treat the client direction as a decision by the client to limit the discretion that Advent otherwise would have in selecting broker-dealers to effect transactions and in negotiating commissions generally for the client's account.

Advent has a fiduciary duty to seek to obtain "best execution" of all securities transactions it effects on behalf of its clients. This means Advent must seek to execute securities transactions in such a manner that the client's total cost (in the case of purchases) or proceeds (in the case of sales) in each transaction is the most favorable under the circumstances. It is Advent's policy in selecting broker-dealers to obtain "best execution" of clients' transactions. In light of this policy, Advent will execute securities transactions for a client in such a manner that the client's total cost or proceeds in each transaction is the most favorable under the circumstances and, in selecting brokers, will consider all relevant factors. The determinative factor in the selection of a broker-dealer will not be the lowest possible commission cost but whether the transaction represents the best qualitative execution for the client account. Advent may have an incentive to select or recommend a broker-dealer based on its interest in receiving client referrals from the broker-dealer, rather than on its clients' interest in receiving most favorable execution. This potential conflict of interest is addressed in Advent's Compliance Manual through, among other things, the requirement that Advent seek to obtain best execution of all securities transactions it effects on behalf of its clients.

Any instruction or limitation relating to the selection of broker-dealers must be in writing. Because client-directed trades often cannot be aggregated with non-directed trades, such designations may adversely affect Advent's ability to obtain volume discounts on aggregated orders or to obtain best price and execution by effecting certain transactions directly with the market maker, and in some cases may result in lost investment opportunities.

Advent may select broker-dealers to provide prime brokerage services to clients. Conflicts may arise when Advent selects prime brokers. Prime brokerage firms may introduce prospective clients to Advent, which may create incentives for or benefits to Advent to select these prime brokerage firms. Advent selects such firms only when consistent with obtaining appropriate services for clients.

Advent may, subject to the requirements of Section 28(e) of the Securities Exchange Act of 1934 as it has been interpreted by the SEC and its staff, select brokers that furnish Advent or its clients with brokerage and research services, which are provided either directly by the broker-dealer or indirectly by a third party acting on behalf of the broker-dealer, in exchange for payments in the form of credits ("soft dollars") arising from commission dollars paid to such broker-dealers by Advent clients. As a result of these arrangements, Advent may pay a participating broker-dealer more than the commission rates charged by other broker-dealers in recognition of the value of such brokerage or research services that benefit Advent, provided that Advent believes that such brokerage or research services provide lawful and appropriate assistance in the performance of its investment decision-making responsibilities and determines

in good faith that the amount of commission was reasonable in relation to the value of the brokerage and research services received. Advent has adopted and implemented written policies and procedures (“soft dollar policies”) to ensure that its soft dollar arrangements comply with the requirements of Section 28(e) as it has been interpreted by the SEC and its staff. Advent’s soft dollar policies require that Advent complete a soft dollar analysis prior to beginning a new soft dollar arrangement, and at least annually with respect to each ongoing soft dollar arrangement.

Advent believes that using soft dollars to obtain the types of brokerage and research services discussed herein may enhance its investment research and trading functions. However, such arrangements may create conflicts of interest. Advent may have an incentive to select or recommend a broker-dealer based on its interest in receiving the research or other products or services that are available to Advent without charge through a soft dollar arrangement, rather than on a clients’ interest in receiving most favorable execution. While brokerage and research products and services received in connection with client commissions are generally used to service all of Advent’s client accounts, a particular brokerage or research product or service may be used to service fewer than all client accounts, may disproportionately benefit certain client accounts and may not directly benefit the particular account or accounts that generated the commissions used to acquire the products or services. In addition, client accounts that do not generate commissions used to acquire brokerage and research products and services may benefit from those that do. When Advent uses client brokerage commissions to obtain research products and services, it receives a benefit because it does not have to produce or pay for such products and services using its own financial resources.

Certain brokerage and research products and services received by Advent may have a mixed use, which means that it can be used for brokerage and research functions that are eligible for payment using soft dollars, as well as those that are ineligible for payment using soft dollars. With respect to such mixed use products and services, in accordance with applicable guidance from the SEC and its staff, Advent will (1) make a reasonable allocation of the costs of the product according to its use, (2) use its own financial resources (and not soft dollars or other client assets) to pay for the ineligible portion of such product or service, and (3) keep adequate books and records concerning allocations so as to be able to make the required good faith determination. The receipt of mixed-use products and services and the determination of the appropriate allocation between eligible and ineligible items are viewed by the SEC as creating a conflict of interest between an adviser and its clients.

Advent’s soft dollar arrangements may involve the receipt of the following types of brokerage and research services that are paid for using soft dollars, and may involve the receipt of other brokerage and research services that Advent determines in the future are eligible for payment through the use of soft dollars in accordance with Section 28(e) and related interpretations by the SEC or its staff. Eligible brokerage and research services that Advent may acquire through the use of soft dollars may include but are not necessarily limited to the following: traditional research reports; research publications; communications with research analysts; software and order management systems (“OMS”) providing securities analysis and/or portfolio analysis; software and OMS providing clearance, settlement, and custody services in connection with trades and other functions incidental to effecting securities transactions; communications services related to the execution, clearing, and settlement of securities transactions and other functions incidental to effecting securities transactions; connectivity

services between Advent and broker-dealers and/or other relevant parties such as custodians; trading software used to route orders to market centers, software that provides algorithmic trading strategies, and software used to transmit orders to direct market access (“DMA”) systems; OMS functions involving trading software used to route orders, provide algorithmic trading strategies, or transmit orders to DMA systems or provide connectivity to this software; and OMS or software that provide post-trade functions incidental to executing a transaction.

Advent expects that most of its equity transactions for clients will be executed through an ECN (Electronic Communication Network) and will generate commissions that are subject to soft dollar arrangements. Advent expects that, in most cases, costs of equity trades that are executed through a soft dollar-linked ECN would be lower if those trades were executed through an ECN that was not subject to a soft dollar arrangement.

Allocation Of Investment Opportunities And Aggregation And Allocation Of Trades

General Allocation Policies

Advent’s Compliance Manual includes policies and procedures (“Allocation Policies”) that govern its allocation of investment advisory recommendations and aggregated orders for the purchase or sale of securities among its clients. It is the policy of Advent to allocate in a fair and equitable manner among its clients all investment advisory recommendations and all aggregated orders for the purchase or sale of securities. Allocations must be non-preferential as well as fair and equitable over time, such that no client or group of clients receive consistently favorable or unfavorable treatment. Allocation fairness over time, rather than trade-by-trade, is the critical element in this evaluation. Allocation decisions must be made in a manner that ensures each client receives individualized investment advice and treatment. If materially divergent performance results exist over time among clients in the same trading program or investment strategy, such results should be attributable to factors other than Advent’s trade allocation process.

Investment advisory recommendations will be allocated among clients based on Advent’s consideration of all relevant facts and circumstances of the client including, but not limited to, the following:

- Advent’s determination of the suitability of the investment for the client;
- Applicable investment guidelines and investment horizons, including, without limitation, the ability to hedge through short sales or other investment techniques;
- Different levels of investment for different strategies;
- The expected future investment capacity of applicable clients;
- Limitations on Advent’s brokerage discretion, including directed brokerage arrangements made by certain clients;

- Tax sensitivity of the client;
- Cash and liquidity considerations, including without limitation, availability of cash for investment;
- Diversification, sector concentration and other objective criteria;
- Relative sizes and expected future sizes of applicable clients;
- Availability of other appropriate investment opportunities for clients;
- Legal or regulatory restrictions involving the client (if any);
- Minimum denomination, minimum increments, de minimis thresholds and round lot considerations;
- The client's existing portfolio holdings; and
- Other relevant facts and circumstances.

Advent will place an order for the purchase or sale of securities or other investments for a client (an "Order") based on Advent's determination of the suitability of that investment decision for the client and its consistency with applicable law. An Order includes, without limitation, an order to buy or sell public securities or private securities that trade in the secondary market, an order to purchase newly issued public securities as part of an IPO or new secondary offering, an order to buy or sell private securities that are privately placed or issued in a non-public offering, and requests to participate in syndicate orders. Advent will aggregate Orders for multiple clients ("Aggregated Orders") when each of the following conditions is met: (1) Advent expects that the Aggregated Order will result in best execution of the Order for each participating client; (2) the Aggregated Order is consistent with the terms of the client's investment management agreement; and (3) the Aggregated Order is reasonably practicable and appropriate under the facts and circumstances.

Notwithstanding anything to the contrary contained herein, investments may not be allocated to one client over another for any of the following purposes:

- To unduly favor a client in which Advent, its employees or affiliates has a significant interest at the expense of another client;
- To generate higher fees paid by one client over another or to produce greater performance compensation to Advent;
- To facilitate the sale or distribution of a client;
- To develop or enhance a relationship with a client or prospective client;

- To compensate a client for past services or benefits rendered to Advent or to induce future services or benefits to be rendered to Advent; or
- To manage or equalize investment performance among different clients.

Advent may be able to negotiate a better price and lower commission rate on Aggregated Orders. Where transactions for a client's account are not aggregated with other client Orders (such as in the case of clients who instruct Advent to participate in directed brokerage arrangements), it may not benefit from a better price and lower commission rate. Generally speaking, wrap program accounts are traded less frequently than the accounts of other clients. Consequently, wrap program accounts may not participate in certain Aggregated Orders and this may result in the transactions of such wrap program accounts being executed at different prices and in different amounts than the such Aggregated Orders. To the extent a given account trades the same securities on the same day in the same direction as, but behind or at different times from, other types of accounts, it is possible that the account may suffer adverse effects depending on market conditions.

Pre-Trade Consideration of Using an Aggregated Order

Portfolio managers and traders must consider on a pre-trade basis whether to create or participate in an Aggregated Order rather than execute a transaction through one or more individual Orders. Advent expects there may be facts and circumstances under which it may be reasonable and/or necessary for a security to be transacted multiple times during a single trade date for single or multiple clients, in some cases through one or more individual Orders, in other cases as part of one or more Aggregated Orders, and in still other cases through a combination of individual Orders and Aggregated Orders. This may be due to the types of clients, differences in the timing of investment decisions for different clients throughout a trading day, different client needs for speed of execution versus the minimization of brokerage fees, the occurrence of news events involving the issuer of the security that have different investment implications for clients with different investment guidelines, and for other reasons that make use of a single Aggregated Order impracticable and/or inappropriate under the facts and circumstances or inconsistent with best execution.

Documentation of Aggregated Orders

All Aggregated Orders must be documented in writing or electronically (as such, an "Allocation Statement") in advance of their execution and identify the participating clients and the size or amount of the Order for each such client. The Allocation Statement must describe how the securities or proceeds will be allocated among the participating clients. All Aggregated Orders that are partially filled must be documented in writing or electronically after execution and identify the participating clients and the actual allocation of the resulting securities or proceeds among the participating clients.

Allocation of Completely Filled and Partially Filled Aggregated Orders

All commissions and other transaction costs and expenses that are associated with an Aggregated Order will be shared by the participating clients on a pro rata basis according to the amount of their participation. If an Aggregated Order is completely filled, the securities or proceeds will be allocated among the participating clients in accordance with the Allocation Statement. If an Aggregated Order is partially filled, the securities or proceeds will be allocated pro rata based on the allocation that each client would have received if there was a sufficient amount of securities or proceeds and they were allocated according to the Allocation Statement. This allocation method is referred to as the “Default Allocation.” Advent may determine to allocate the securities or proceeds resulting from a partially filled Aggregated Order in a manner different from the Default Allocation if the proposed alternative allocation (the “Special Allocation”) will provide for fair and equitable treatment of all participating clients and the reason for the deviation from the Default Allocation is recorded in writing (through a memorandum or in the form of an amended Allocation Statement) promptly and approved by the Chief Compliance Officer at or prior to settlement. A Special Allocation could include, but is not limited to, allocating trades pro rata based on the size of the client account or in accordance with a rotational system (e.g., allocating securities in a predetermined order of priority among clients so that each client receives a full allocation in the order of priority until the entire Aggregated Order has been allocated).

If an Aggregated Order is submitted to an issuer or broker-dealer and one or more clients is added to the Aggregated Order before any part of that Aggregated Order is executed, then all clients participating in that Aggregated Order will receive the average price and pay the average commission (and the average of any other transaction costs and expenses) even if the Aggregated Order is filled at several different prices and through multiple trades throughout a single trading day, subject to odd lots, rounding, market practice and potentially other relevant factors. If an Aggregated Order is submitted to an issuer or broker-dealer and a portion of the Order has been executed on the same trade date for a group of participating clients (the “Filled Portion”), then all clients participating in the Filled Portion of the Aggregated Order will receive the average price and pay the average commission (and the average of any other transaction costs and expenses) that relates to such Filled Portion, subject to odd lots, rounding, market practice and potentially other relevant factors. This principle will be applied to successive Filled Portions of the same Aggregated Order as it is worked over the remaining portion of the trade date taking into account all clients that may be added to or removed from the Aggregated Order between the times when a Filled Portion is executed.

Operational Adjustments to Aggregated Orders

Advent’s Operations Team is permitted to make adjustments or changes to an Aggregated Order after the trade date (T+0) to address odd lots, small allocations, erroneous or unexecutable instructions (e.g., a bad price or use of an impermissible broker-dealer) and minimum lot size positions under certain circumstances. In each case, the Operations Team must ensure that such adjustments or changes are made on a fair and equitable basis over time, with no persistent or repeated disadvantage to any particular client.

Use of Aggregated Orders for Purchases of IPOs and Other New Issues of Public Securities

Aggregated Orders will always be used in the case of the purchase of public securities through IPOs and the purchase of other newly issued public securities unless the Chief Compliance Officer agrees in writing with the opinion expressed by the responsible portfolio manager(s) on a pre-trade basis that (1) an Aggregated Order is not expected to result in best execution of the Order for each participating client, (2) an Aggregated Order would not be consistent with the terms of each participating client's investment management agreement, or (3) an Aggregated Order is not reasonably practicable and/or appropriate under the facts and circumstances.

Use of Aggregated Orders for Short Sales by Hedge Fund Clients and Sales by Long-Only Fund Clients

Aggregated Orders may be used to combine short sales of securities by clients that utilize hedged investment strategies and contemporaneous sales of the same securities by clients that utilize long-only investment strategies on the same trade date unless (1) no pending Orders exist to transact the same securities in the same direction or (2) the portfolio manager determines that (A) an Aggregated Order is not expected to result in best execution of the Order for each participating client, (B) an Aggregated Order would not be consistent with the terms of each participating client's investment management agreement, or (C) an Aggregated Order is not reasonably practicable and/or appropriate under the facts and circumstances. Differences in clients' prime brokerage or other custody arrangements may make it impractical for Advent to arrange for an Aggregated Order that involves a short sale of securities.

Aggregation and Allocation of Orders for Private Securities Where Price is the Only Term Negotiated by Advent or Only Private Clients Participate in the Order

Advent has adopted policies and procedures that apply to the placing of individual Orders and/or Aggregated Orders for clients trading the same private securities in the same direction on the same trade date where (1) Advent negotiates only the price of such private securities and Advent does not, directly or indirectly, negotiate any other terms of such private securities (collectively, "Non-Negotiated Private Securities") or (2) clients that utilize the Private Credit Strategy ("Private Credit Clients") participate in the Order ("Private Orders"). Aggregated Orders will always be used in the case of the purchase or sale of Non-Negotiated Private Securities and Private Orders unless the Chief Compliance Officer agrees in writing with the opinion expressed by the responsible portfolio manager(s) on a pre-trade basis that (1) an Aggregated Order is not expected to result in best execution of the Order for each participating client, (2) an Aggregated Order would not be consistent with the terms of each participating client's investment management agreement, or (3) an Aggregated Order is not reasonably practicable and/or appropriate under the facts and circumstances.

Advent will receive no additional compensation or remuneration of any kind as a result of an Aggregated Transaction involving Non-Negotiated Private Securities and Private Orders that is not shared pro rata with the other participating clients in the Aggregated Order. Cash and

securities of clients participating in an Aggregated Order of Non-Negotiated Private Securities and Private Orders may be deposited in a single account with one or more banks or broker-dealers only so long as reasonably necessary to settle the Aggregated Order on a delivery-versus-payment basis. Cash or securities in connection with an Aggregated Order of Non-Negotiated Private Securities and Private Orders will be held collectively following settlement only so long as reasonably necessary to deliver the cash or securities to the custodian of each participating client.

Aggregation and Allocation of Orders for Private Securities Where Multiple Terms Are Negotiated by Advent and Registered Fund Clients Participate

Registered Fund Clients are subject to additional restrictions on their ability to engage in transactions with, or joint transactions involving, Advent and its affiliates and clients. Any allocation of investments made pursuant to Advent's Allocation Policies and involving a Registered Fund Client will be made in accordance with the requirements of the Investment Company Act and applicable rules, regulations and interpretations thereunder. Advent has adopted additional policies and procedures that apply to the placing of individual Orders and/or Aggregated Orders for clients trading the same Private Securities in the same direction on the same trade date where (1) Advent negotiates terms and conditions other than solely the price of such Private Securities (collectively, "Negotiated Private Securities") and (2) a Registered Fund Client participates.

A Registered Fund Client generally may not invest in a Negotiated Private Security alongside another client or any account in which Advent or its affiliates has a material pecuniary interest unless an SEC exemptive order has been obtained and the conditions to such order are followed. Absent obtaining such an exemptive order, if a Negotiated Private Security opportunity is appropriate for both one or more Registered Fund Clients and one or more other clients, the Registered Fund Clients and Private Securities Clients will not make simultaneous investments in the Negotiated Private Security. Instead, Negotiated Private Securities will be allocated to either Registered Fund Clients or other clients through a rotational allocation. Such allocation process will alternate such investments between Registered Fund Clients and other clients, taking into account the relative assets of such clients allocated for investment in private security transactions, in a non-preferential manner designed to treat all clients fairly and equitably over time. For example, if a Negotiated Private Security is made available to Advent in an amount that is so limited that not more than one eligible client could purchase the investment, then Advent could decide to allocate that particular investment exclusively to a Registered Fund Client. The next time a Negotiated Private Security is made available to Advent in an amount that is so limited that not more than one eligible client could purchase the investment, Advent could decide to allocate that particular investment opportunity to a different eligible client than the Registered Fund Client that purchased the prior limited amount opportunity. For purposes of this example, the rotation of such limited amount investment opportunities among different eligible clients would continue in a non-preferential, fair and equitable manner over time, such that no client or group of clients receive consistently favorable or unfavorable treatment with respect to their participation in suitable Negotiated Private Securities identified by Advent. For the avoidance of doubt, the order of the rotational allocation

will not be affected by any preceding investment having not been made available to one client pursuant to the application of this Allocation Policy for reasons other than those set forth above.

Advent may from time to time choose to alter or choose not to engage in the above-described arrangements to varying degrees, without notice to clients or investors in Advent private funds, to the extent permitted by applicable law and the applicable client agreement or governing document.

Trade Errors

Advent reimburses each client for any loss that such client may incur due directly to a trading error on Advent's part. Any gains resulting from a trading error on Advent's part are retained by the client.

Item 13 – Review of Accounts

Advent's portfolio managers review the investment strategies utilized by Advent and the underlying client accounts on a continuing basis. Members of the Investment Team will review accounts on a monthly or more frequent basis. These reviews will include an overall monitoring of client holdings, portfolio diversification and concentration limits by industry or market sector, and, in the case of fixed-income portfolios, maturity and quality.

Advent's Investment Team periodically reviews client accounts. The review is conducted individually or as a group depending upon the account needs and market conditions. These reviews can address, but are not necessarily limited to, the following topics: the account's performance, investment objective, security positions, and risk attributes. Members of the Investment Team will review accounts on a monthly or more frequent basis. Additional reviews may be undertaken at the discretion of Advent. In addition, separately managed accounts receive reviews in accordance with the terms set forth in the applicable investment management agreement and as Advent deems appropriate.

In addition, Advent maintains the following key committees and conducts the following investment-related reviews.

Investment Committee: The Investment Committee has primary responsibility for developing and implementing Advent's investment decision-making process for clients.

Risk Management: Advent has a Chief Risk Officer who is a member of the Risk Management Committee and manages the Risk Management Team, ensuring the day-to-day execution of policies and procedures established by the Risk Management Committee for the measurement, management, and mitigation of portfolio and firm-wide risks. The Risk Management Committee provides risk oversight at a strategy / portfolio level and on a firm-wide / enterprise basis. The Risk Management Committee meets on a regular basis to examine position limits, stress tests, draw downs and sizing. The Risk Management Team produces portfolio-level and security-level risk reports weekly or more frequently if necessary to help portfolio managers understand risk exposures.

Portfolio Compliance Monitoring: Advent uses Bloomberg for daily management and trading of client portfolios. Advent's general procedure for establishing client accounts involves building a unique client profile on Bloomberg that includes manually-programmed trading restrictions that are based on investment guidelines communicated by the client, as well as any firm-wide restrictions or warnings Advent deems prudent. When a portfolio manager or trader inputs a trade for one or more clients into Bloomberg, the system performs a series of pre-trade compliance checks. If the proposed trade would violate a programmed trading restriction upon execution, the system should block the trade and identify the applicable trading restriction. The blocked trade cannot be executed unless it is approved by the Chief Compliance Officer or his designee. If the proposed trade would not violate the programmed trading restrictions upon execution, the trade is approved and released for execution. The system also performs post-execution and end-of-day compliance checks. The compliance area regularly monitors and takes appropriate corrective action in response to Bloomberg compliance reports.

Compliance: Advent has a Chief Compliance Officer who also serves as General Counsel. The CCO is the person primarily responsible for administering the Compliance Manual, as well as the annual compliance review required by Rule 206(4)-7 under the Advisers Act. The CCO reports to Advent's Chief Financial and Administrative Officer. Advent also maintains a Compliance Committee, which has primary responsibility for overseeing adherence by Advent and its personnel with the compliance program and applicable law, overseeing administration of the compliance program and the annual compliance review by the CCO and maintaining Advent's overall system of internal controls. The Compliance Committee also approves or ratifies changes to the Compliance Manual.

Broker/Valuation Committee: The Broker/Valuation Committee has primary responsibility for selecting and evaluating the performance of the broker-dealers approved for use by Advent. In addition, the Committee approves any change to pricing methodology and reviews any fair valued securities.

The nature and frequency of reports to clients are predicated on the requirements of each client and are determined in accordance with the specific needs of, and arrangements made with, each client. Advent typically renders written reports monthly and quarterly. Advent can provide clients with detailed month-end holding reports which may include portfolio holdings, purchases and sales, income expense reports and realized and unrealized gain/loss analysis. Advent works with clients to tailor its monthly and quarterly reporting to meet the standards they require. For each private fund, Advent distributes portfolio commentary and risk analytics on the fund on a monthly basis. Advent may also provide interim updates during periods of market volatility. Advent also may furnish special reports to the Board of Trustees of registered investment companies for which Advent provides investment advisory services.

Item 14 – Client Referrals and Other Compensation

Advent may enter into an agreement with one or more third party marketing and sales representatives to solicit prospective investment advisory clients. Generally speaking, for investors referred by these representatives, Advent will pay a negotiated fee based on a percentage of assets under management referred by such representatives. Any such third party

agreements will be in compliance with Section 206(4)-3 of the Advisers Act to the extent applicable.

The material terms of such arrangements will be disclosed to relevant client or investor. Advent informs each investor in an Advent private fund that is the subject of such placement services that the third party-placement agent will be compensated by the investor, the private fund or Advent, as the case may be.

Consistent with Advent policy or applicable regulation, Advent from time to time also pays for, or reimburses broker-dealers to cover various costs arising from, or activities that may result in, the sale of advisory products or services, including client and prospective client meetings, entertainment and educational seminars.

Item 15 – Custody

Advent generally does not have custody of its clients' assets. However, because certain clients may authorize Advent to receive its advisory fees out of the assets in such clients' accounts by sending invoices to the respective custodians of those accounts, Advent may be deemed by the SEC to have custody of the assets in those accounts. Such clients generally will receive account statements directly from their third-party custodians for the accounts and should carefully review those statements. Such clients should contact Advent immediately if they do not receive account statements from their custodian on at least a quarterly basis. As noted in Item 13 of this Brochure, Advent may provide clients with separate reports or account statements providing information about the account. Clients should compare these carefully to the account statements received from the custodian. If clients discover any discrepancy between the account statement provided by Advent and the account statement provided by the custodian, then they should contact Advent immediately.

Advent may also be deemed to have custody of the assets of certain private funds for which it or an affiliate serves as managing member or general partner. The clients are subject to annual audits by an independent public accountant. Financial statements are sent to investors in the private funds within 120 days of the end of the fund's fiscal year, and a third party sends account statements to such investors on a monthly basis. Investors in Advent's private funds should review these statements carefully. If an investor in an Advent private fund does not receive audited financial statements in a timely manner, that investor should contact Advent immediately. Advent may send its own account statements to certain clients. Advent urges such clients to compare the account statements they receive from their qualified custodian with those they receive from Advent. Investors in Advent private funds will receive the annual financial statements in accordance with the Advisers Act. The assets of clients for which Advent is deemed to have custody are held by unaffiliated banks and/or broker-dealers acting as "Qualified Custodians" under Rule 206(4)-2 under the Advisers Act.

Item 16 – Investment Discretion

Advent usually receives discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion will be exercised in a manner consistent with the stated

investment guidelines for the particular client account. Such discretionary authority is set forth in the investment management agreement between Advent and the client, which must be signed by both parties before Advent will commence management of the account.

When selecting securities and determining amounts, Advent observes the investment policies, limitations and restrictions of the clients for which it advises. For registered investment companies, Advent's authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments.

Investment guidelines and restrictions must be provided to Advent in writing.

Item 17 – Voting Client Securities

Advent has adopted proxy voting policies and procedures (the "Proxy Procedures") in order to comply with Rule 206(4)-6 under the Advisers Act, as amended and its associated recordkeeping requirements. Pursuant to Rule 206(4)-6, all SEC registered investment advisers are required to disclose their Proxy Procedures to all of their clients, even those clients that do not invest in voting securities. In certain situations, a client or the client's fiduciary may provide Advent with a specific proxy voting policy. In these situations, Advent seeks to comply with such policy to the extent it would not be inconsistent with applicable regulation or the fiduciary responsibility of Advent.

The Proxy Procedures apply to those client accounts: (i) that contain voting securities; and (ii) for which Advent has authority to vote client proxies. The Proxy Procedures will be reviewed and, as necessary, rights shall be evaluated on a case-by-case basis. It should be noted that because Advent invests primarily in convertibles, not equities, the amount of proxies to be voted is very limited.

Pursuant to the Proxy Procedures and its fiduciary duties, Advent will vote client proxies as part of its authority to manage, acquire and dispose of account assets. When voting proxies for client accounts, Advent's primary objective is to make voting decisions solely in the best interest of clients and beneficiaries and participants of benefit plans for which we manage assets. In fulfilling its obligations to clients, Advent seeks to act in a prudent and diligent manner, intended to enhance the economic value of the underlying securities held in client accounts. In certain situations, Advent seeks to comply with such policy to the extent it would not be inconsistent with applicable regulation of the fiduciary responsibility of Advent.

Advent seeks to vote its clients' proxies in the best interest of its clients and not its own. Advent recognizes that it may have material conflicts of interest in voting client proxies where: (i) it manages assets for companies whose management is soliciting proxies; (ii) it has a personal relationship with participants in the proxy solicitation or a director or candidate for a director; or (iii) it otherwise has a personal interest in the outcome in a particular matter before shareholders. Notwithstanding the above categories, Advent understands that the determination of whether a "material conflict" exists depends on all of the facts and circumstances of the particular situation. Advent acknowledges that the existence of a relationship of the type discussed above, even in the absence of any active efforts to solicit the investment adviser with respect to a proxy vote, is sufficient for a material conflict to exist. Clients may direct Advent to vote their securities in a

particular manner pursuant to direction specified in their investment management agreement with Advent.

Clients may obtain a copy of Advent's Proxy Procedures upon request. Clients may also obtain information from Advent about how Advent voted any proxies on behalf of the client account(s) upon request.

Item 18 – Financial Information

Not applicable.

Item 19 – Requirements for State Registered Advisers

Not applicable.