

**Item 1. Cover Page**

**THL Managers VII, LLC  
THL Managers VIII, LLC**

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**617-227-1050**

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

Part 2A of Form ADV: Firm Brochure  
July 12, 2018

**This brochure provides information about the qualifications and business practices of THL Managers VII, LLC and THL Managers VIII, LLC. If you have any questions about the contents of this brochure, please contact us at 617-227-1050. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.**

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

**Item 2. Material Changes**

This Brochure, dated July 12, 2018, serves as an update to THL Managers VII, LLC's Brochure dated March 31, 2017 (the "Prior Brochure"). This Brochure contains certain updates to the Prior Brochure regarding fees and expenses, risks and conflicts of interest.

### Item 3. Table of Contents

<u>Item Number</u>	<u>Item</u>	<u>Page</u>
1.	Cover Page.....	1
2.	Material Changes. ....	2
3.	Table of Contents.....	3
4.	Advisory Business. ....	4
5.	Fees and Compensation. ....	4
6.	Performance-Based Fees and Side-By-Side Management. ....	11
7.	Types of Clients. ....	11
8.	Methods of Analysis, Investment Strategies and Risk of Loss.....	11
9.	Disciplinary Information.....	21
10.	Other Financial Industry Activities and Affiliations. ....	22
11.	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading. ....	22
12.	Brokerage Practices. ....	41
13.	Review of Accounts.....	42
14.	Client Referrals and Other Compensation. ....	42
15.	Custody. ....	42
16.	Investment Discretion. ....	43
17.	Voting Client Securities.....	43
18.	Financial Information.....	44
19.	Requirements for State-Registered Advisers.....	44

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

For purposes of this brochure, the “Adviser” means THL Managers VII, LLC, a Delaware limited liability company, and THL Managers VIII, LLC, a Delaware limited liability company, together (where the context permits) with its affiliates that provide advisory services to and/or receive advisory fees from the Clients (as defined below). Such affiliates are generally under common control with THL Managers VII, LLC and/or THL Managers VIII, LLC, and possess a substantial identity of personnel and/or equity owners with THL Managers VII, LLC and/or THL Managers VIII, LLC. These affiliates are typically formed for tax, regulatory or other purposes in connection with the organization of a Client, or serve as general partner of a Client.

The Adviser provides investment supervisory services to investment vehicles (collectively, the “Clients”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”), and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”). In addition, the Adviser’s Clients also include vehicles specially formed in order to meet tax, regulatory or other requirements through which investors invest in substantially the same portfolio as certain other Clients.

The Clients make primarily long-term private equity and equity-related investments, as well as investments in debt instruments. In accordance with the Clients’ respective investment objectives, investments are made in companies doing business in a wide range of industries and sectors.

The Adviser provides investment supervisory services to each Client in accordance with a separate management agreement with such Client (each, an “Advisory Agreement”), the limited partnership agreement (or analogous organizational document) of such Client, and/or side letters entered into with certain investors in a Client (collectively with the Advisory Agreement and organizational document, the “Governing Documents”). The Adviser’s advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of the Clients, managing and monitoring the performance of such investments and disposing of such investments.

Investment advice is provided directly to the Clients and not individually to the investors in the Clients. Services are provided to each Client in accordance with its Governing Documents. Investment restrictions for a Client, if any, are generally established in its Governing Documents.

The principal owner of each of THL Managers VII, LLC and THL Managers VIII, LLC is THL Holdco, LLC.

The Adviser, including its predecessors, has been in business since 1974. Measured as of December 31, 2017, the Adviser manages \$5,949,331,155 of Client assets, all of which is managed on a discretionary basis.

#### **Item 5. Fees and Compensation**

The Adviser or its affiliates generally receive Advisory Fees and Carried Interest (each as defined below) from a Client, though certain Clients do not pay Advisory Fees. The Adviser may also receive Portfolio Company Fees (as defined below) from portfolio companies of Clients. A certain amount of Portfolio Company Fees reduce Advisory Fees payable to the Adviser as set forth in the

Governing Documents of the Client. Additionally, consistent with the Governing Documents of a Client, the Client typically bears certain out-of-pocket expenses incurred by the Adviser in connection with the services provided to the Client and/or the portfolio companies. Further details about certain fees and expenses are set forth below.

### **Advisory Fees**

As compensation for investment supervisory services rendered to the Clients, the Adviser receives from each investor of each Client an advisory fee (each, an “Advisory Fee”) typically calculated based on committed capital or remaining invested capital, with respect to such Client. Advisory Fees paid by a Client may also be reduced by other fees or compensation received by the Adviser or its affiliates that relate to such Client’s activities and investments, or by certain organizational or other expenses borne by such Client, as described in more detail below. Advisory fees paid by a Client are indirectly borne by investors in such Client.

As our investors are aware, the precise amount of, and the manner and calculation of, the Advisory Fees for each Client’s investors are established by the Adviser, as modified by negotiations with investors in such Client, and are set forth in such Client’s Governing Documents and/or other documentation received by each investor prior to investment in such Client.

The Advisory Fees paid by a Client’s investors will generally be reduced by a percentage of: (1) the amount of fees paid by such Client in connection with the organization of such Client that exceed a limit specified in such Client’s Governing Documents and/or (2) certain Portfolio Company Fees received by the Adviser or its affiliates. The amount and manner of such reduction, if any, is set forth in the Governing Documents of the applicable Client. To the extent a reduction relates to more than one Client, the Adviser shall allocate the resulting Advisory Fee reduction among the applicable Client(s) in proportion to their relative capital commitments. Any such reduction of a Client’s Advisory Fees will be limited to the extent of such Client’s proportionate share based on relative capital commitments. As some Clients do not pay Advisory Fees, any such reduction will not benefit such Clients.

In addition, the Adviser will from time to time waive or reduce all or a portion of the Advisory Fee paid by a Client in full or partial satisfaction of any obligation of the Adviser and certain employees and affiliates of the Adviser to invest in and alongside such Client, which could result in acceleration of investor capital contributions. Waived or reduced Advisory Fees are not subject to various offsets or the reductions described above. Due to waived or reduced Advisory Fees and/or the timing of receipt of compensation subject to offsets, Client investors may not receive the full benefit of reductions or offsets (e.g., during periods when the Adviser no longer receives Advisory Fees and receives Portfolio Company Fees that would otherwise be subject to offset, the Adviser, depending on certain elections that may be made by Client investors, may be entitled to retain such compensation without remitting any such amounts to the applicable Client or its investors). In addition, in circumstances when investors in a Client do not pay Advisory Fees, the Adviser will retain the portion of any amounts of Portfolio Company Fees attributable to such investors without offset.

Advisory Fees are generally paid on a semiannual basis a few days after the commencement of the applicable semiannual period. Upon termination of an Advisory Agreement, Advisory Fees that have been prepaid will be returned.

### **Portfolio Company Fees**

#### *Fees Payable by the Portfolio Companies*

As our investors are aware, the Adviser performs transaction-related, financial advisory and other services for, and receives fees from, actual or prospective portfolio companies or other investment vehicles of the Clients, including fees in connection with structuring investments in such portfolio companies, as well as mergers, acquisitions, add-on acquisitions, refinancings, public offerings, sales, divestments or other dispositions and similar transactions with respect to such portfolio companies (“Transaction Fees”) pursuant to monitoring agreements with portfolio companies of the Clients.

As our investors are aware, the Adviser and its affiliates may also receive “Monitoring Fees” pursuant to monitoring agreements with portfolio companies of the Clients governing the advice, consultation and other similar ongoing services provided by the Adviser to such portfolio companies. The terms of a monitoring agreement may include (among other things) annual automatic renewals and the payment of Monitoring Fees (which may be fixed fees or calculated as a percentage of EBITDA or similar performance metric). There are also certain circumstances (such as the occurrence of an initial public offering or strategic exit) that accelerate the payment of Monitoring Fees. As our investors are aware, the accelerated fee may be calculated as the present value of hypothetical future payments, which may be based on an assumed growth in performance, based on an assumed growth of EBITDA or similar metric, and may be calculated using a discount rate as low as the risk free rate, as determined by the Adviser. Because the agreements with portfolio companies providing for such fees generally have extended terms (often ten years or more and/or subject to automatic extensions and renewal), the financial effect of such acceleration is substantial, particularly in the event such circumstances occur early in the life of the Client’s investment in such portfolio company.

In addition, as our investors are aware, the Adviser and its affiliates may receive fees in connection with serving on the board of directors of a portfolio company (“Director Fees”) and in connection with an unconsummated transaction (“Break-Up Fees” and, together with Transaction Fees, Monitoring Fees and Director Fees, “Portfolio Company Fees”). The amount and timing of Break-Up Fees received by the Adviser are generally specified in the agreement or other documentation governing the transaction.

Portfolio Company Fees are in addition to Advisory Fees and Carried Interest (as defined in Item 6 below). However, under the terms of the applicable Governing Documents, the Adviser retains a specified amount of Portfolio Company Fees and credits the remainder to Client investors by reducing the Advisory Fees payable by Client investors and, to the extent the credited Portfolio Company Fees exceed the payable Advisory Fees, distributing such excess to Client investors other than those Client investors who elect not to receive such excess. The amount and manner of such reduction and sharing is set forth in the Governing Documents of the applicable Client.

For purposes of calculating any Advisory Fee reduction, Portfolio Company Fees (other than Director's fees) are net of out-of-pocket costs and expenses incurred by the Adviser in connection with consummated or unconsummated transactions or in connection with generating any such fees. Portfolio Company Fees are often substantial and may be paid in cash, in securities of the portfolio companies or investment vehicles (or rights thereto) or otherwise.

In certain cases with respect to the implementation of the arrangements described above, there is not an independent third-party involved on behalf of the relevant portfolio company. Therefore, a conflict of interest exists in the determination of any such fees and other related terms in the applicable agreement with the portfolio company.

#### *Payments Made to Third Parties*

As our investors are aware, portfolio companies of Clients will from time to time engage and pay cash or equity compensation to (i) consultants who also are or have been consultants to the Adviser or its affiliates (including without limitation executive advisors, senior advisors and other similar professionals) and/or (ii) former employees of the Adviser or its affiliates. In such circumstances, the amounts of such fees or other compensation received by such persons may be retained by such persons and will not be deemed paid to or received by the Adviser and its affiliates and such amounts will not be subject to the reduction and sharing arrangements described above and will not benefit the Client or its investors.

#### *Expense Reimbursement*

Additionally, as our investors are aware, a portfolio company will typically reimburse the Adviser for expenses (including without limitation, travel expenses, which have included, and may in the future include, expenses for chartered or first class travel, "black car" transportation, and meals and entertainment expenses (including, as applicable, closing dinners and mementos, cars and meals, social and entertainment events with portfolio company management, customers, clients, brokers and services providers), expenses relating to training programs, meetings or other events (to the extent such programs, meetings or events are attended by portfolio company personnel), expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses), indemnification expenses, certain legal expenses and similar out-of-pocket expenses as well as consulting fees and other cash and non-cash compensation) incurred by the Adviser in connection with its performance of services for such portfolio company; such reimbursed expenses are generally not included in the definition of "Portfolio Company Fees" (or similar defined term) under the terms of the applicable Governing Documents, and such reimbursements are not subject to the sharing arrangements described above. For a discussion of material conflicts of interest created by the receipt of such fees, please see Item 11 below.

Portfolio Company Fees and reimbursements are determined by the Adviser in its sole discretion, subject to negotiations with sellers, buyers and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions. Persons other than Clients that participate in investments alongside the Clients (such as Other THL Funds, Adviser Investors and Third Parties) may have a right to share in such fees, and Advisory Fees will generally not be reduced or shared in connection with the receipt of such entities' share of such fees.

## **Expenses**

### *Adviser Expenses*

To the extent provided in the Governing Documents governing the relationship with a Client, the Adviser will pay certain expenses and costs associated with the performance of its services, including office space, supplies and other facilities of its business and salaries, employee benefits, fees and expenses of employees (exclusive of consultants, outside counsel, investment bankers, accountants, brokers, finders, and similar outside advisors, and other than Carried Interest to the extent described in Item 6 below), relating to the services and facilities provided by the Adviser to the Clients.

### *Client Expenses*

Generally, except as otherwise set forth in the applicable Governing Documents, each Client will bear all other costs, fees and expenses incurred in furtherance of the business of the Client, including, without limitation, (i) expenses of legal, accounting, audit, investment banking, valuation, tax preparation, consulting, research, due diligence and other professional services to the Client, and filing and similar fees paid on behalf of the Client, in each case to the extent that such expenses are not reimbursed by portfolio companies; (ii) fees and expenses with respect to transactions that are not consummated to the extent that such expenses are not reimbursed by portfolio companies (including expenses that would have been borne by affiliated investors' co-investment vehicles); (iii) insurance, custody, depository, transfer, registration and similar expenses incurred by the Client; (iv) brokerage, and finders' fees and commissions and discounts incurred in connection with the purchase or sale of securities; (v) interest on funds borrowed by the Client (if any); (vi) the Client's pro rata share (in accordance with the relative aggregate capital commitments of the Client and each of its parallel funds) of expenses of the Client's advisory committee, including but not limited to fees and expenses of counsel to the advisory committee appointed pursuant to the Client's Governing Documents; (vii) extraordinary expenses, such as litigation and indemnification costs, expenses, judgments and settlements; (viii) taxes (if any); (ix) expenses incurred by the Client and the Adviser or its affiliates in connection with meetings of the Client's investors (including, without limitation, travel expenses of the Adviser and its affiliates); and (x) other similar fees and expenses, as well as any other fees or expenses incurred by the Adviser or such Client in connection with such Client's operations that are not specifically identified in the Governing Documents as being paid by the Adviser. In addition, a Client will reimburse the Adviser or its affiliate for costs incurred by the Adviser or such affiliate (including costs of personnel) to provide accounting services related to the activities of the Client, which costs shall not, in the absence of consent of the Client's advisory committee, exceed a fixed annual amount as provided in the Client's Governing Documents.

From time to time, the general partner of a Client may create certain "special purpose vehicles" or similar structuring vehicles for purposes of accommodating certain tax, legal and regulatory considerations of investors ("SPVs"). In the event the general partner creates an SPV, consistent with the Governing Documents of the Client, the SPV, and indirectly, the investors thereof, will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the SPV. Expenses of the types borne by a Client but associated with any feeder fund or similar vehicle organized to facilitate the participation of certain investors in the



Client (including, without limitation, expenses of accounting and tax services) may be borne by the Client.

### *Co-Investment Vehicle Expenses*

As our investors are aware, the Adviser will, from time to time, establish Associates Co-Investment Vehicles (as defined in Item 11 below) through which certain employees of the Adviser or its affiliates, certain business associates or other persons or entities invest alongside one or more Clients in one or more investment opportunities. The Adviser will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the Associates Co-Investment Vehicle. The Associates Co-Investment Vehicle will generally bear its pro rata portion of expenses incurred in the making of an investment, to the extent not paid by a portfolio company. If a potential investment is not consummated, the expenses relating to such proposed but not consummated investment (“Dead Deal Costs”) would be borne entirely by the Client or Clients selected by the Adviser as proposed investors for such proposed investment (including reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses), rather than the Associates Co-Investment Vehicle or other co-investor.

In addition, as our investors are aware, in certain cases, a co-investment vehicle or other similar vehicle (a “Deal-Specific Co-Investment Vehicle”) established to facilitate the investment by investors to invest alongside a Client may be formed in connection with the consummation of a transaction. In the event a Deal-Specific Co-Investment Vehicle is created, the investors in such vehicle will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the Deal-Specific Co-Investment Vehicle, to the extent not paid by the portfolio company. The Deal-Specific Co-Investment Vehicle will generally bear its pro rata portion of expenses incurred in the making of an investment, to the extent not paid by the portfolio company. If a potential investment is not consummated, the full amount of any Dead Deal Costs would be borne by the Client or Clients selected by the Adviser as proposed investors for such potential investment, rather than by the Deal-Specific Co-Investment Vehicle.

### *Allocation of Expenses*

From time to time the Adviser will be required to decide whether certain fees, costs and expenses should be borne by a Client, on the one hand, or the Adviser on the other hand, and/or whether certain fees, costs and expenses should be allocated between or among Funds and/or other parties or Other THL Funds. Certain expenses may be the obligation of one particular Client and may be borne by such Client or, expenses may be allocated among multiple Clients and entities. In exercising its discretion to allocate investment opportunities and fees and expenses, the Adviser and the Other THL Adviser are faced with a variety of potential conflicts of interest. For example, in allocating an investment opportunity among Clients and Other THL Funds with differing fee, expense and compensation structures, the Adviser and the Other THL Adviser have an incentive to allocate investment opportunities to the Clients or Other THL Funds from which the Adviser, the Other THL Adviser, or any related persons derives, directly or indirectly, a higher fee, compensation or other benefit. Such allocation determinations are inherently subjective and give rise to conflicts of interest due to inherent biases in the process.

To the extent not allocated to a portfolio company, the Adviser will allocate fees and expenses incurred in the course of evaluating and making investments that are consummated between Clients in accordance with each Client's Governing Documents or, to the extent not addressed in such documents, pro rata based on the respective capital invested by such Clients in the portfolio company or otherwise in the good faith judgment of the Adviser.

The appropriate allocation between Clients, Other THL Funds, Adviser Investors and Third Parties of Dead Deal Costs, will be determined by the Adviser and the Other THL Adviser in their good faith discretion, consistent with the Governing Documents of the Clients and Other THL Funds, as applicable. If multiple Clients and Other THL Funds evaluate a potential investment that is not consummated, the Adviser generally allocates fees and expenses generated in the course of evaluation such investment among such Clients and Other THL Funds pro rata based on the respective total capital commitments of such Clients or Other THL Funds or otherwise in the good faith judgment of the Adviser. There are occasions when one Client (the "Payor Client") pays an expense common to multiple Clients or Other THL Funds (the "Allocated Clients") (e.g., legal expenses for a transaction in which all such Clients participate). On such occasions, each Allocated Client will reimburse the Payor Client for its share of such expense, without interest, promptly after the payment is made by the Payor Client. While highly unlikely, it is possible that one of the Allocated Clients could default on its obligation to reimburse the Payor Client.

The Adviser will allocate fees and expenses incurred in connection with the offering and management of a Client between the Adviser and such Client in accordance with the Client's Governing Documents or, to the extent not addressed in such documents, in its sole discretion, in each case using good faith and its best judgment. The Adviser will make any corrective allocations and take any mitigating steps if it determines such corrections are necessary and advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Client for a particular service may not reflect the relative benefit derived by such Client from that service in any particular instance.

The Adviser will, from time to time, consider, and reject an investment opportunity on behalf of a Client and may subsequently determine to have another Client make an investment in the same company. A conflict of interest arises because one Client will, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the Client. In such circumstances, the benefitting Client or Clients will not be required to reimburse the original Client for expenses incurred in connection with researching such investment.

### **Carried Interest Payments**

Please see Item 6 below regarding "Carried Interest" that Clients pay.

### **Brokerage Fees**

When a broker is used in connection with an investment by a Client, such Client will incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

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

A portion of the profits of each Client is distributed to the Adviser as “carried interest” (“Carried Interest”).

The payment of Carried Interest at varying effective rates creates an incentive for the Adviser to disproportionately allocate time, services or functions to Clients paying Carried Interest at a higher effective rate, or allocate investment opportunities to such Clients. Generally, and except as otherwise set forth in the Governing Documents of the Clients, this conflict is mitigated by (i) certain limitations on the ability of the Adviser to establish new investment funds; (ii) contractual provisions requiring certain Clients to purchase and sell investments contemporaneously with other Clients; and/or (iii) contractual provisions and procedures setting forth investment allocation requirements.

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

The Adviser currently provides investment supervisory services to the Clients. Investment advice is provided directly to the Clients and not individually to investors in any Client.

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

The Adviser does not have a minimum size for a Client, but the Adviser typically establishes minimum investment commitments for Client investors. The Adviser will from time to time, in its sole discretion, permit investments below the minimum amounts set forth in the Governing Documents or offering documents of a Client.

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

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

The Adviser seeks to identify and acquire growth-oriented businesses, headquartered primarily in North America, in four industry sectors: Business & Financial Services, Consumer & Retail, Healthcare and Media, Information Services & Technology. The Adviser’s team of investment professionals and in-house operating executives partner with portfolio company management to identify and implement organizational, operational and strategic improvements and to accelerate sustainable revenue and profit growth, both organically and through acquisitions.

### **Growth Companies**

The Adviser focuses on businesses with strong free cash flow conversion that utilize capital efficiently and that it believes will generate attractive returns on invested capital.

### **Four Sectors of Focus**

The Adviser focuses its investment activity in four core industry sectors: Business & Financial Services, Consumer & Retail, Healthcare, and Media, Information Services & Technology. The Adviser has accumulated deep industry knowledge over decades in these four sectors, which tend to include companies that the Adviser believes exhibit attractive secular growth and free cash flow characteristics.

### **North American Focus**

The Adviser invests in companies headquartered primarily in North America, where the Adviser can leverage its extensive market knowledge and the strength of its relationships and networks in the region. The Adviser believes that North America's large, growing market remains one of the most attractive for private equity investing, with tailwinds for secular growth, liquid capital markets (which facilitate financings for acquisitions and reacquisitions), deep pools of talented human capital and demonstrated leadership in innovation. Many of the North American companies in which Clients invest also operate globally and international expansion can be a component of the value creation plan for Clients. The Adviser believes that expanding geographically from a North American base can provide access to attractive global growth with lower risk than investing directly in international markets.

### **Portfolio Construction**

The Adviser's industry exposure changes from Client to Client, reflecting the prevailing market conditions and opportunities at the time that each Client's capital is deployed. In constructing a diversified portfolio, the Adviser focuses on the absolute size of an investment, number of investments, investment pacing, industry concentration, underlying economic drivers and interrelationships among existing portfolio companies. This emphasis on portfolio construction is designed to yield a well-balanced and diversified collection of portfolio company investments. As a result, a Client's composition provides exposure to a variety of industries, which tends to offer sector rotation over the life of the Client's investment horizon.

### **Risks**

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

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

#### **Highly Competitive Market for Investments**

The business of identifying and structuring transactions of the nature contemplated by the Adviser is highly competitive and involves a high degree of uncertainty. The Clients will be competing for investments with other private equity investment vehicles as well as strategic buyers and other institutional investors. The size and number of private equity investment vehicles has grown dramatically in recent years, and it is likely that these trends will continue in the future. There can be no assurance that the Adviser will be able to locate suitable investment opportunities, acquire them for an appropriate level of consideration, achieve its targeted rate of return, or fully invest its

available committed capital. An investor in a Client must rely upon the ability of the applicable Client's general partner, managing member, or similar (such entity, a "General Partner") and the Adviser to identify, structure and implement investments consistent with the Clients' investment objective and policies.

### **Leveraged Nature of Investments**

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

### **Financial Market Fluctuations**

The Clients' investment programs are intended to extend over a period of years, during which the business, economic, political, regulatory, and technology environment within which a Client operates may undergo substantial changes. General fluctuations in the market prices of securities may affect the value of the Clients' investments and instability in the securities markets will also likely increase the risks inherent in the Clients' investments. There can be no assurance that such economic and market conditions will be favorable in respect of both investment and disposition activities. The ability to realize investments depends not only on portfolio companies and their historical results and prospects, but also on political, market and economic conditions at the time of such realizations. In the past, many private equity funds have looked to the public securities markets as a potential exit strategy and there can be no assurance that Clients will be able to exit from their investments in portfolio companies by listing their shares on securities exchanges. The trading market, if any, for the securities of any portfolio company may not be sufficiently liquid to enable Clients to sell these securities when the Adviser believes it is most advantageous to do so, or without adversely affecting the stock price. Renewed volatility in the financial sector may have a material adverse effect on the ability of Clients to buy, sell and partially dispose of its portfolio company investments. Clients may be adversely affected to the extent that they seek to dispose of any of their portfolio investments into an illiquid or volatile market, and Clients may find themselves unable to dispose of investments at prices that the Adviser believes reflect the fair value of such investments. Whether market conditions may worsen cannot be predicted. The ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high yield debt market or otherwise. Clients' portfolio companies may depend on the availability of capital financed from third parties and, to the extent such capital is not available on reasonable terms or at all, those portfolio companies that rely on such capital may be adversely impacted in a manner that they would not have been had they been able to access such capital.

It is unclear what changes the new U.S. presidential administration will enact and how they will impact the Adviser, Clients, or Clients' investments or investors. Uncertainty around future political, legislative or administrative developments may cause volatility in the U.S. or global

economies and financial markets more generally, which in turn may have an adverse effect on the values of the Clients' investments and on the Clients' ability to execute their investment strategies. While the Clients and their investment programs stand to benefit from certain potential regulatory changes, other potential changes may adversely affect the Clients.

### **Long-Term Nature of Portfolio Investments**

It is anticipated there will be a significant period of time (generally up to five years or more) before a Client completes its investment program. Investments typically take from three to seven years from the date of initial investment to reach a state of maturity when realization of the investment can be achieved. Transaction structures may not provide liquidity for the Client's investment prior to that time. In light of the foregoing, it is likely that no significant return from the disposition of a Client's investments will occur for a significant period of time after a Client's first closing.

### **Illiquidity of Portfolio Investments**

It is anticipated that all or a substantial portion of a Client's investments will consist of securities that are subject to restrictions on sale by the Client because they were acquired from the issuer in "private placement" transactions or because the applicable Client will be deemed to be an affiliate of the issuer. Generally, Clients will not be able to sell these securities publicly in the U.S. without the expense, time and other burdens required to register the securities under the Securities Act, or will be able to sell the securities only under Rule 144 or other rules under the Securities Act which permit limited sales under specified conditions. When restricted securities are sold to the public, Clients may be deemed "underwriters", or possibly controlling persons, with respect thereto for the purpose of the Securities Act and be subject to liability as such under the Securities Act.

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

### **Contingent Liabilities on Disposition of Portfolio Investments**

In connection with the disposition of an investment in a portfolio company, the Clients may be required to make representations about the business and financial affairs of such portfolio company, and to indemnify the purchasers of such investment if those representations are inaccurate. A Client's General Partner will establish reserves as appropriate to provide for such contingent liabilities. In the event that the amount of such contingent liabilities exceeds the reserves and other assets of such Client, the Client's investors may be required to repay to the Client or to pay to creditors of the Client distributions previously received by them.

### **Improvement in Portfolio Company Operations Critical to Investment Success**

The success of the Adviser's investment strategy depends on the effectiveness of efforts to improve the operating performance of portfolio companies following investment. Initiatives that may need

to be taken in an effort to achieve improvements in operating performance include, among others, introductions of new products, changes in sales, marketing and distribution methods, implementation of new sourcing arrangements, reductions in manufacturing, overhead and other costs, enhancements and changes in the management team and identification, consummation and integration of add-on acquisitions. The proper identification and implementation of initiatives important to the achievement of improved operating performance is difficult and often requires substantial resources. The capabilities and resources of a portfolio company, even with the assistance of a Client's General Partner and the Adviser, may be insufficient to effect such proper identification and implementation, and there can be no assurance that portfolio companies will be successful in achieving improvements in operating performance. The failure to achieve improved operating results following investment is likely to lead to losses or poor returns on investments.

### **Adverse Consequences of Ownership of Controlling Interest in Portfolio Companies**

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

### **Services Provided by Portfolio Companies**

Portfolio companies controlled by a Client may provide services to certain of the Client's investors. The Adviser has an incentive to cause the portfolio company to favor those investors relative to the other portfolio company's clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio company's profitability to the Client. Additionally, the portfolio company could recommend to its clients or customers that they invest in a Client.

### **Lack of Control in Minority Investments**

A Client's investments will in certain limited circumstances represent a minority position in portfolio companies, without power individually to exert significant control over such portfolio companies' boards of directors and management. In such cases, a Client will rely significantly on the existing management and boards of directors of such companies, which may include representatives of other investors with whom the Client is not affiliated and whose interests or views may conflict with the interest of the Client.

### **Third Party Involvement; Co-Investments**

A Client's General Partner will from time to time offer to certain of the investors in a Client, investors in any parallel fund and third parties the opportunity to co-invest in certain of the Clients' investments ("Co-Investment Opportunities"). The investors participating in any such Co-Investment Opportunity typically pay reduced or no management fee and are typically subject to

no or reduced carried interest or expense payment obligations with respect to such Co-Investment Opportunity.

Clients will from time to time co-invest with third-parties through partnerships, joint ventures or other entities. Such investments 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 which are inconsistent with those of a Client, or may be in a position to take action contrary to the investment objective of a Client. In addition, a Client may in certain circumstances be liable for actions of its third-party co-venturer or partner.

### **Special Risks Associated with Non-U.S. Investments**

A Client will from time to time invest a portion of its capital commitments in portfolio companies that are headquartered and that have their principal operations outside of the United States. These investments involve special risks not typically associated with investments in the securities of issuers located in the United States, including (a) economic and political factors, such as the risk of expropriation, restrictions on repatriation of profits, and political and social instability, (b) differences between U.S. and foreign securities markets, including the absence of uniform accounting, auditing, and financial reporting standards in foreign markets, and the relatively greater price volatility and illiquidity of foreign securities markets, (c) currency exchange risks, including the cost of converting investment cash flows from one currency into another and the possibility of fluctuations in exchange rates and (d) tax-related issues, including the possibility of withholding or other taxes (including on dividends, interest payments or capital gains), confiscatory foreign taxes, and the possibility of double taxation of income earned overseas and (e) increased exposure to liabilities arising from a portfolio company's breach of applicable anti-corruption or other foreign laws or regulations. Because these investments may involve non-U.S. dollar currencies, a Client may be adversely affected by changes in currency rates (including as a result of the devaluation of a foreign currency) and in exchange control regulations and may incur transaction costs in connection with conversions between various currencies.

Clients will from time to time, but are not required to, engage in currency hedging transactions. There can be no assurance, however, that a Client will engage in such hedging transaction at any given time or from time to time, or that such hedging transactions will be available or be available at a reasonable cost, or that such hedging transactions will be effective and actually eliminate the applicable currency risk. Such hedging transactions may even exacerbate any negative impact on a Client resulting from changes in currency exchange rates. While such transactions may reduce certain risks, such transactions themselves entail certain other risks. Thus, while Clients may benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices or currency exchange rates may result in a poorer overall performance for a Client than if it had not entered into such hedging transactions.

### **Industry Concentration**

As described above, the Adviser intends to focus investments within the following four general categories of industries: (i) Business & Financial Services, (ii) Consumer & Retail, (iii) Healthcare and (iv) Media, Information Services & Technology. Concentration within one or a limited number



of industries will typically involve risks greater than those of investment funds that are not generally limited in the industries in which they invest.

### **Regulatory Risks**

The industries within which the Adviser intends to invest may be subject to additional regulatory risks compared to other industries. More generally, regulatory changes may occur at any time and with respect to any industry and any such changes could adversely affect the Adviser's ability to achieve a Client's investment objectives.

### **Market Disruption, Terrorism and Geopolitical Risk**

Clients are subject to the risk that war, terrorism and related geopolitical events may lead to increased short-term market volatility and have adverse long-term effects on world economies and markets generally, as well as adverse effects on issuers of securities and the value of a Client's investments. War, terrorism and related geopolitical events have led, and in the future may lead, to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally. Those events as well as other changes in world economic and political conditions also could adversely affect individual issuers or related groups of issuers, securities markets, interest rates, credit ratings, inflation, investor sentiment and other factors affecting the value of a Client's investments. At such times, the Client's exposure to a number of other risks described elsewhere in this section can increase.

### **United Kingdom Exit from the EU**

A non-binding referendum took place in the United Kingdom (the "UK") on June 23, 2016 on whether the UK should remain in or leave the European Union (the "EU"). The outcome of the referendum resulted in an overall vote to leave the EU. In order to start the process to leave the EU, the UK government, in late March 2017, invoked Article 50 of the Treaty on European Union (the "TEU"), which contains a procedure for withdrawal. The invocation of Article 50 starts the two year process for the UK to exit the EU contemplated by the TEU. The consequences of the referendum and any subsequent process to withdraw from the EU are uncertain, but may have a material adverse effect on the UK, European and global economies and currency and financial markets, the values of Clients' investments and Clients' ability to execute investment strategies. Significant uncertainty remains in the market regarding the consequences, and the range and potential implications of possible political, regulatory, economic and market outcomes are difficult to predict.

### **Legal Risk, Litigation and Regulatory Action**

Clients, Clients' General Partners, the Adviser and their affiliates are subject to a number of risks, including changing laws and regulations, developing interpretations of such laws and regulations, and increased scrutiny by regulators and law enforcement authorities. Some of this evolution may be directed at the private fund industry in general or certain segments of the industry, and may result in scrutiny or claims against a Client, a Client's General Partner, the Adviser or their affiliates directly for actions taken or not taken by the Client, the Client's General Partner or the Adviser.

These risks and their potential consequences are often difficult or impossible to predict, avoid or mitigate in advance, and might make some investment opportunities unavailable to a Client or have an adverse impact on a Client's underlying activities, its portfolio investments and investment opportunities or change the functioning of the capital markets. The effect on a Client, a Client's General Partner, the Adviser or any affiliate of any such legal risk, litigation or regulatory action could be substantial and adverse. Certain of a Client's investments may be materially adversely affected by the foregoing events, or by similar or other events in the future. Consequently, the Client may not be capable of, or successful at, preserving the value of its assets, generating positive investment returns or effectively managing their risks.

### **Absence of Investment Company Act Registration**

No Client has registered and no Client intends to register with the SEC as an investment company pursuant to the Investment Company Act of 1940, as amended (the "Investment Company Act"), in reliance upon an exemption available to privately offered investment companies and, accordingly, the provisions of the Investment Company Act are not applicable to Clients.

If the SEC or a court of competent jurisdiction were to find that a Client is required to have, but in violation of the Investment Company Act had failed to, register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) the Client's investors could sue the Client and recover any damages caused by the violation; and (iii) any contract to which the Client is party that is made in, or whose performance involves, a violation of the Investment Company Act would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should a Client be subjected to any or all of the foregoing, the Client would be materially and adversely affected.

### **Projections**

The Adviser will from time to time rely upon projections, forecasts or estimates developed by the Adviser or a portfolio company concerning the portfolio company's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Adviser's control. Actual events may differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates and domestic and foreign business, market, financial or legal conditions, among others. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns for the Clients or their portfolio companies or results will not be materially lower than those estimated or targeted therein.

### **Failure to Achieve Investment Objective**

There can be no assurance that the Adviser will be able to achieve a Client's targeted returns or investment objectives. Any given investment may prove to be worthless. Investors in Clients should be able to absorb a loss of some or all of the capital invested in the Clients.

### **The Alternative Investment Fund Managers Directive**

The implementation of the Directive 2011/61/EU on Alternative Investment Fund Managers (the “Directive” or “AIFMD”) may have an adverse effect on the continued operation of a Client where interests in the Client are offered to or placed with investors in any European Economic Area (“EEA”) Member State. The Directive applies to the manager of any investment fund (an “AIF”) that is not authorized under the Undertakings for Collective Investment in Transferable Securities Directive or does not otherwise fall within a relevant exclusion under the Directive.

The implementation of the Directive may have an adverse effect on the continued operation of Clients in at least the following ways.

The extent to which the Adviser or a Client’s General Partner can market a Client to investors who are domiciled or have a registered office in any EEA Member State may be more restricted than was the case before the Directive came into force. This could limit a Client’s ability to attract investors based in those EEA Member States, resulting in a reduction in the overall amount of capital raised by the Client which limits, in turn, the range of investment strategies and investments that the Clients are able to pursue and make.

The Adviser will be required to comply with additional initial disclosure, annual reporting and regulatory filing requirements in relation to Clients and in certain EEA Member States it may be required to comply with registration requirements, including the requirement to appoint a depositary or an entity to carry out some of the depositary duties under the Directive. Compliance with these requirements may result in additional costs to a Client, reducing the returns for investors. The need to comply with the registration requirements may also delay the fundraising process, in turn reducing the speed with which the Adviser or a Client’s General Partner, acting on the Adviser’s behalf, can deploy the capital raised.

The Directive imposes certain requirements and restrictions on a Client where the Client acquires control of an EEA portfolio company. The EEA portfolio company requirements will include the requirement to make certain notifications and disclosures where a Client acquires or disposes of shares in an EEA portfolio company. The restrictions will include restrictions on the extent to which the Client can bring about or support distributions, acquisition of shares or reductions in the capital of an EEA portfolio company. These requirements and restrictions may limit the use of certain investment and realization strategies, such as dividend recapitalization and reorganizations. These requirements and restrictions may also place the Adviser, or a Client’s General Partner, acting on the Adviser’s behalf, and the Client at a disadvantage as against competitors that do not use a fund structure or whose fund(s) have not been marketed in any EEA Member State. In addition, compliance with these requirements and restrictions may result in additional costs to the Client, reducing the returns for investors.

There is still some uncertainty as to the manner in and extent to which Directive is being implemented in various EEA Member States. This uncertainty increases the risk of a breach by the Adviser, or a Client’s General Partner in an EEA Member State of the requirements imposed by the Directive. Such a breach may result in a regulatory authority or court in that or another EEA Member State requiring the Adviser, or a Client’s General Partner to return any capital or other funds to investors or otherwise seeking to take other enforcement or remedial action against the Adviser, the Clients, or a Client’s General Partner. This may result in a reduction in the overall amount of capital available to Clients which limits, in turn, the range of investment strategies and

investments that Clients are able to pursue and make or otherwise result in a loss to Clients. Furthermore, there is a risk that the Directive will be interpreted differently by each EEA Member State. This may have an adverse effect on the marketing and /or operation of Clients and may result in additional costs, reducing the returns for investors.

### **Valuation of Assets**

Because the Clients will be investing in private companies, there generally will not be an actively traded market for most of the securities owned by the Clients. When estimating fair value, the Adviser will apply a methodology based on its best judgment that is appropriate in light of the nature, facts and circumstance of the investments. Valuations are subject to multiple levels of review for approval and ensuring that portfolio investments are fairly valued is an important focus of the Adviser. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities may ultimately be sold. Third-party pricing information may at times not be available regarding certain of a Client's assets.

### **Cyber Security Risk**

With the increased use of technologies such as the Internet and the dependence on computer systems to perform necessary business functions, investment vehicles (including Clients), their portfolio companies and their service providers may be prone to operational and information security risks resulting from cyber-attacks. In general, cyber-attacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber-attacks. Cyber-attacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorized release of confidential information and causing operational disruption. Successful cyber-attacks against, or security breakdowns of a Client, a Client's General Partner, the Adviser, a Client's portfolio companies and/or any of their third party service providers may adversely impact a Client or its limited partners. For instance, cyber-attacks may interfere with the processing of a Client's limited partner transactions, impact the Client's ability to value its assets, cause the release of private information or confidential information of the Client, impede trading, cause reputational damage, and subject the Client to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. The Client may also incur substantial costs for cyber security risk management in order to prevent any cyber incidents in the future. The Client and the Client's limited partners could be negatively impacted as a result. While the Client or the Client's service providers have established business continuity plans and systems designed to prevent such cyber-attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cyber security risks are also present for issuers of securities or other instruments in which a Client invests, which could result in material adverse consequences for such issuers, and may cause the portfolio investments therein to lose value. In addition, the Adviser may incur substantial costs related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation.

## **Tax Reform Risks**

A broad-based reform of the Internal Revenue Code of 1986, as amended (the “Code”) was enacted on December 22, 2017 (the “Tax Act”). There are significant uncertainties regarding the interpretation and application of the Tax Act. While additional guidance on the Tax Act is expected, the timing, scope and content of such guidance are not known. Changes to the Code made by the Tax Act and any further changes in tax laws or interpretation of such laws may be adverse to the Clients and their limited partners. In addition, although not free from doubt, the Tax Act subjects allocations of income and gain in respect of entitlements to carried interest and gain on the sales of profits interests in certain partnerships realized in taxable years beginning after December 31, 2017 to higher rates of U.S. federal income tax than under prior law in certain circumstances. Significant uncertainties remain regarding the application of the provisions of the Tax Act that affect the taxation of carried interest. Enactment of this legislation could cause the Adviser’s investment professionals to incur a material increase in their tax liability with respect to their entitlement to carried interest. This might make it more difficult for the Adviser to incentivize, attract and retain these professionals, which may have an adverse effect on the Adviser’s ability to achieve the investment objectives of the Clients. In addition, this can create a conflict of interest as the tax position of the Adviser may differ from the tax positions of the Clients and/or the investors and therefore, these rules may have an additional impact on the investment decisions made by the Clients, including with respect to decisions on the timing and structure of dispositions and whether to pursue other realization events during the holding period of an investment such as non-liquidating distributions. For example, the tax law gives the Adviser an incentive to cause a Client to hold an investment for longer than 3 years in order to obtain lower tax rates on carried interest gains even if there are attractive realization opportunities earlier than 3 years.

## **Item 9. Disciplinary Information**

The Adviser does not have any legal, financial or other “disciplinary” event to report with respect to the Adviser. The Adviser provides the following information related to its affiliated investment adviser:

On June 29, 2018, without admitting or denying any wrongdoing, THL Managers V, LLC (“Managers V”) and the Other THL Adviser (as defined below, and together with Managers V, “Managers V and VI”) consented to the entry of an order to cease and desist from committing or causing any violations and future violations of Sections 206(2) and 206(4) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”), and Rules 206(4)-7 and 206(4)-8 thereunder. According to the SEC order, with respect to Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Equity Fund VI, L.P. and their respective parallel investment funds, Managers V and VI did not provide sufficient pre-commitment disclosure to all limited partners regarding the potential acceleration of otherwise authorized fees paid by portfolio companies upon the termination of monitoring agreements. The order also found that Managers V and VI did not adopt and implement a written compliance policy or procedure regarding the foregoing. Managers V and VI agreed as part of the settlement to pay disgorgement of \$4,806,016 (plus prejudgment interest of \$200,000) to limited partners of certain private equity funds and a civil monetary penalty of \$1,500,000 to the SEC.

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

The Adviser is affiliated with another investment adviser, THL Managers VI, LLC (the “Other THL Adviser”). For a description of material conflicts of interest created by the relationship among the Adviser and the Other THL Adviser, as well as a description of how such conflicts are addressed, please see Item 11 below.

Various entities serve as General Partners of Clients, and are affiliates of the Adviser. For a description of material conflicts of interest created by the relationship among the Adviser and the General Partners, as well as a description of how such conflicts are addressed, please see Item 11 below.

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

### **Code of Ethics**

The Adviser has adopted a written Code of Ethics that is applicable to all of its members, officers and employees, as well as certain independent contractors (collectively, “Adviser Personnel”). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Advisers Act, establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations. Under the Code of Ethics, Adviser Personnel are also required to file certain periodic reports with the Adviser’s Chief Compliance Officer (“CCO”) as required by Rule 204A-1 under the Advisers Act. The Code of Ethics helps the Adviser detect and prevent potential conflicts of interest.

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

A copy of the Code of Ethics is available to any Client or prospective Client upon written request to the CCO at CCO@THL.com.

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

The Adviser will, from time to time, establish certain investment vehicles through which certain employees of the Adviser or its affiliates, certain business associates or other persons or entities invest alongside one or more Clients in one or more investment opportunities (collectively, the “Associates Co-Investment Vehicles”). Associates Co-Investment Vehicles generally are contractually required, as a condition of investment, to exit their investments in each investment opportunity at substantially the same time and on substantially the same terms as the applicable Client that is invested in that investment opportunity. Associates Co-Investment Vehicles do not pay Advisory Fees or Carried Interest. Further, certain employees of the Adviser invest in the Clients through the Adviser, and do not pay Advisory Fees or Carried Interest in respect of such investments. For further details regarding these arrangements, as well as conflicts of interest presented by them, please see “Conflicts of Interest” immediately below.

## **Conflicts of Interest**

The Adviser and its related entities engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to Clients and portfolio companies. In addition, the Other THL Adviser will from time to time focus on similar investment strategies. The funds and accounts managed by the Other THL Adviser are referred to as the “Other THL Funds.” In the ordinary course of conducting the Adviser’s activities, the interests of a Client will from time to time conflict with the interests of the Adviser, other Clients, the Other THL Adviser, Other THL Funds, or any of their respective affiliates. Certain of these conflicts of interest, as well a description of how the Adviser addresses such conflicts of interest, can be found below.

### *Resolution of Conflicts*

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

- (1) A Client will not make an investment unless the Adviser believes that such investment is an appropriate investment considered solely from the viewpoint of such Client;
- (2) Many important conflicts of interest will generally be resolved by set procedures, restrictions or other provisions contained in the Governing Documents for the Clients;
- (3) Generally, the Clients have established an advisory committee, consisting of representatives of Client investors not affiliated with the Adviser. The advisory committee meets as required to consult with the Adviser to discuss various matters, including potential conflicts of interest that arise. On any issue involving actual conflicts of interest, the Adviser will be guided by its good faith discretion;
- (4) When the Adviser deems appropriate, unaffiliated third parties will be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price;
- (5) Providing disclosure to investors in a Client regarding significant potential conflicts of interest arising from the proposed activities of the Client; and
- (6) The Adviser, the Other THL Adviser and certain of their affiliates have adopted written policies establishing information “walls” designed to limit communication between affiliates investing in other investment strategies. These policies restrict the transfer of confidential information between these entities, subject to certain exceptions provided in the policies. These policies also establish procedures for communications among

employees of different affiliates to guard against unlawful and inappropriate disclosure of material, nonpublic information.

In addition, certain provisions of a Client's Governing Documents are designed to protect the interests of investors in situations where conflicts may exist, although these provisions do not eliminate such conflicts. In certain instances, some of such conflicts of interest may be resolved in a manner adverse to a Client and its ability to achieve its investment objectives.

### *Conflicts*

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

### *Allocation of Investment Opportunities Among Clients and Other THL Funds*

In connection with its investment activities, the Adviser and the Other THL Adviser encounter situations in which they must determine how to allocate investment opportunities among various Clients and other persons, which typically include, but are not limited to, the following:

- The Clients;
- Other THL Funds;
- Associates Co-Investment Vehicles;
- Individuals and entities that are also investors in one or more Clients or Other THL Funds ("Adviser Investors") and/or individuals and entities that are not investors in any Clients or other THL Funds ("Third Parties"); and
- Adviser Investors and/or Third Parties acting as "co-sponsors" with the Adviser with respect to a particular transaction.

The Adviser has adopted written policies and procedures relating to the allocation of investment opportunities, and will make allocation determinations consistently therewith.

Clients and Other THL Funds are generally subject to investment allocation requirements (collectively, "Investment Allocation Requirements"), which will also apply directly or indirectly to certain Associates Co-Investment Vehicles. Investment Allocation Requirements are generally set forth in a Governing Document, an offering document or in other contracts. To the extent the Investment Allocation Requirements of the Clients or Other THL Funds do not include specific allocation procedures and/or allow the Adviser or the Other THL Adviser discretion in making allocation decisions among the Clients or Other THL Funds, the Adviser will follow the process set forth below.

The Adviser and the Other THL Adviser must first determine which Clients or Other THL Funds will participate in an investment opportunity.



The Adviser and the Other THL Adviser assess whether an investment opportunity is appropriate for a particular Client or Other THL Fund, based on the Client's or Other THL Fund's investment objectives, strategies and structure. A Client's or Other THL Fund's investment objectives, strategies and structure typically are reflected in the Client's or Other THL Fund's offering documents and Governing Documents. Prior to making any allocation to a Client or Other THL Fund of an investment opportunity, the Adviser and the Other THL Adviser determine what additional factors restrict or limit the offering of an investment opportunity to the Client or Other THL Fund. Possible restrictions include, but are not limited to:

- **Obligation to Offer:** the Adviser or the Other THL Adviser may be contractually required to offer an investment opportunity to one or more Clients or Other THL Funds.
- **Related Investments:** the Adviser or the Other THL Adviser may offer an investment opportunity related to an investment previously made by a Client or Other THL Fund to such Client or Other THL Fund to the exclusion of, or with the effect of limiting the offering to, other Clients or Other THL Funds.
- **Legal and Regulatory Exclusions:** the Adviser or the Other THL Adviser may determine that certain Clients or Other THL Funds, or investors in such Clients or Other THL Funds, should be excluded from an allocation due to specific legal, regulatory and contractual restrictions placed on the participation of such persons in certain types of investment opportunities.

Once the Clients or Other THL Funds that will participate in a particular investment have been identified, the Adviser and the Other THL Adviser, in their discretion, decide how to allocate such investment opportunity among the identified Clients and Other THL Funds. In allocating such investment opportunity, the Adviser and the Other THL Adviser will consider some or all of a wide range of factors, which include, but are not necessarily limited to, one or more of the following:

- Each Client's and Other THL Fund's investment objectives and investment focus;
- Transaction sourcing;
- Each Client's and Other THL Fund's liquidity and reserves;
- Each Client's and Other THL Fund's diversification;
- Lender covenants and other limitations;
- Any "ramp-up" period of a newly established Client or Other THL Fund;
- Amount of capital available for investment by each Client and Other THL Fund as well as each Client's and Other THL Fund's projected future capacity for investment;
- Each Client's and Other THL Fund's targeted rate of return;
- Stage of development of the prospective portfolio company or other investment and anticipated holding period of the portfolio company;
- Composition of each Client's and Other THL Fund's portfolio;

- The suitability as a follow-on investment for a current portfolio company of a Client and a current portfolio company of the Other THL Fund;
- The availability of other suitable investments for each Client and Other THL Fund;
- Supply or demand of an investment opportunity at a given price level;
- Risk considerations;
- Cash flow considerations;
- Asset class restrictions;
- Industry and other allocation targets;
- Minimum and maximum investment size requirements;
- Tax implications;
- Legal, contractual or regulatory constraints; and
- Any other relevant limitations imposed by or conditions set forth in the Governing Documents of each Client and Other THL Fund.

The Adviser will not allocate investment opportunities based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Client or Other THL Fund, or (ii) the profitability of any Client or Other THL Fund. There can be no assurance that the application of the Investment Allocation Requirements and factors set forth above will result in a Client participating in all investment opportunities that fall within its investment objectives.

In addition, certain management personnel of the Adviser and the Other THL Adviser (collectively, “Management Personnel”) may organize or sponsor separate investment vehicles for the purpose of making a single investment (each such vehicle, a “Special Purpose Acquisition Vehicle”). To the extent a Special Purpose Acquisition Vehicle is organized when a Client has an active investment period, the Adviser, the Other THL Adviser and Management Personnel may encounter conflicts, and may have to make determinations relating to the allocation of investment opportunities similar to those arising between Clients or Other THL Funds, as described above. The various considerations set forth above with respect to allocation of investment opportunities among Clients or Other THL Funds would apply to Special Purpose Acquisition Vehicles as well.

In addition, principal executive officers and other personnel of the Adviser invest indirectly in Clients and Other THL Funds and therefore participate indirectly in investments made by the Clients or Other THL Funds in which they invest. Such interests will vary depending upon the particular Client or Other THL Fund. The existence of these varying circumstances presents conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Client or Other THL Fund.

#### *Allocation of Co-Investment Opportunities and Secondary Transactions*

The Adviser will from time to time determine that the amount of an investment opportunity for a Client exceeds the amount the Adviser determines would be appropriate for the Client (after taking into account any portion of the opportunity allocated by contract to certain participants in the

applicable deal, such as co-sponsors, consultants and advisers to the Adviser and/or the Clients or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by the Adviser to be in the best interest of the Client), and offer any such excess to one or more co-investors in the Adviser's sole discretion as set forth in the following paragraphs.

Subject to any Investment Allocation Requirements, in general, (i) no investor in a Client has a right to participate in any Co-Investment Opportunity and investing in a Client does not give an investor any rights, entitlements or priority to Co-Investment Opportunities, (ii) decisions regarding whether and to whom to offer Co-Investment Opportunities, as well as the applicable terms on which a co-investment is made, are made in the sole discretion of the Adviser (potentially in conjunction with the Other THL Adviser) or other participants in the applicable transactions, such as co-sponsors, (iii) Co-Investment Opportunities typically will be offered to some and not other investors in the Clients, in the sole discretion of the Adviser or its related persons and investors may be offered a smaller amount of co-investment opportunities than originally requested, (iv) certain persons other than investors in the Clients (e.g., consultants, joint venture partners, persons associated with a portfolio company and other Third Parties) rather than one or more investors in a Client, will from time to time be offered Co-Investment Opportunities, in the sole discretion of the Adviser (potentially in conjunction with the Other THL Adviser), and (v) co-investors generally purchase their interests in a portfolio company at the same time as the Clients or will on occasion purchase their interests from the applicable Clients after such Clients have consummated their investment in the portfolio company (also known as a post-closing sell down or transfer). Additionally, non-binding acknowledgments of interest in co-investment opportunities are not Investment Allocation Requirements and do not require the Adviser to notify the recipients of such acknowledgments if there is a co-investment opportunity. The Adviser has entered into side letters with certain investors in its Clients providing that the Adviser will, subject to certain specified conditions, endeavor to offer Co-Investment Opportunities to such investors.

In exercising its discretion to allocate Co-Investment Opportunities with respect to a particular investment among the Clients and other persons, the Adviser will consider some or all of a wide range of factors, which include, but are not limited to, one or more of the following:

- The Adviser's evaluation of the size, experience and financial resources of the potential co-investment party and the Adviser's perception of the ability of that potential co-investment party (in terms of, for example, staffing, expertise and other resources) to efficiently and expeditiously participate in the investment opportunity with the relevant Clients without harming or otherwise prejudicing such Clients, in particular when the investment opportunity is time-sensitive in nature, as is typically the case;
- Any confidentiality concerns the Adviser has that may arise in connection with providing the other account or person with specific information relating to the investment opportunity in order to permit such potential co-investment party to evaluate the investment opportunity;
- The Adviser's perception of its (or the Other THL Adviser's) past experiences and relationships with the potential co-investment party, such as the co-investment party's previous co-investments with the Adviser, its expressed interest in co-investments generally or specific industries or sectors or the willingness or ability of the potential co-

investment party to respond promptly and/or affirmatively to potential investment opportunities previously offered by the Adviser or the Other THL Adviser and the expected amount of negotiations required in connection with a potential co-investment party's commitment;

- The character and nature of the Co-Investment Opportunity (including the potential co-investment amount, structure, geographic location, tax characteristics and relevant industry);
- Level of demand for participation in such Co-Investment Opportunity;
- The Adviser's perception of whether the investment opportunity may subject the potential co-investment party to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens that make it less likely that the other account or person would act upon the investment opportunity if offered;
- The Adviser's evaluation of whether the profile or characteristics of the potential co-investment party may have an effect on the viability or terms of the proposed investment opportunity and the ability of the Clients to take advantage of such opportunity (for example, if the potential co-investment party is involved in the same industry as a target company in which a Client wishes to invest, or if the identity of the potential co-investment party, or the jurisdiction in which the potential co-investment party is based, may affect the likelihood of a Client being able to capitalize on a potential investment opportunity);
- Whether the Adviser believes, in its sole discretion, that allocating investment opportunities to a potential co-investment party will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits (including strategic, sourcing or other benefits) to current or future Clients, Other THL Funds and/or the Adviser; and
- The terms of any agreement between the Adviser and the potential co-investment party.

The Adviser's exercise of its discretion in allocating investment opportunities among the persons discussed above, including the Clients, Other THL Funds, Associates Co-Investment Vehicles, Adviser Investors and Third Parties, and in the manner discussed above often will not result in proportional allocations among such persons, and such allocations will often be more or less advantageous to some such persons relative to other such persons. For example, the Adviser may be incentivized to offer a Co-Investment Opportunity to certain persons over others based on its economic arrangement with such persons. While the Adviser will determine how to allocate investment opportunities using its best judgment, considering such factors as it deems relevant, but in its sole discretion, there can be no assurance that a Client's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which the Adviser is subject, discussed herein, did not exist.

In the event the Adviser determines to offer an investment opportunity to co-investors, there can be no assurance that the Adviser will be successful in offering a co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Client or that expenses incurred by the Client with respect

to the syndication of the co-investment will not be substantial. Further, it is possible that a potential co-investment party may experience financial, legal or regulatory difficulties and may, from time to time, have economic, tax, regulatory, contractual or other business interests or goals that are inconsistent with those of a Client and as a result, may take a different view from the Adviser as to appropriate strategy for an investment or may be in a position to take a contrary action to a Client's investment objective. In the event that the Adviser is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, the Client will consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make the Client more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. Moreover, an investment by the Client which is not syndicated to co-investors as originally anticipated could significantly reduce the Client's overall investment returns.

In addition, to the extent the Adviser has discretion over a secondary transfer of interests in a Client pursuant to such Client's Governing Documents, or is asked to identify potential purchasers in a secondary transfer, the Adviser will do so in its sole discretion. Factors that will be considered by the Adviser include, but are not limited to, the following:

- the Adviser's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations;
- the Adviser's perception of its (or the Other THL Adviser's) past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Clients or Other THL Funds and/or the Adviser and the expected amount of negotiations required in connection with a potential purchaser's investment;
- whether the potential purchaser would subject the Adviser, the applicable Client, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens;
- whether the Adviser believes, in its sole discretion, that allocating investment opportunities to a potential purchaser will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Clients, Other THL Funds and/or the Adviser;
- requirements in such Client's Governing Documents; and
- such other factors as it deems appropriate under the circumstances in exercising such discretion.

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

Conflicts arise when a Client makes investments in conjunction with an investment being made by other Clients, Other THL Funds, or clients of affiliates of the Adviser, or in a transaction in which another Client, Other THL Fund, or a client of an affiliate has already made an investment. Investment opportunities are from time to time appropriate for Clients, Other THL Funds, and/or clients of the Adviser's affiliates at the same, different or overlapping levels of a portfolio company's capital structure. Conflicts arise in determining the terms of investments, particularly when these Clients or Other THL Funds invest in different types of securities in a single portfolio

company. Questions arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring will raise conflicts of interest, particularly in Clients or Other THL Funds that have invested in different securities within the same portfolio company. Certain clients of the Adviser's affiliates invest in bank debt and securities of companies in which other Clients or Other THL Funds hold securities, including equity securities. In the event that such investments are made by clients of the Adviser's affiliates, the interests of such clients will at times conflict with the interest of other Clients, Other THL Funds, or clients of the Adviser's affiliates, particularly in circumstances in which the underlying company is facing financial distress. The involvement of such persons at both the equity and debt levels could inhibit strategic information exchanges among fellow creditors. In certain circumstances, Clients, Other THL Funds, or clients of the Adviser's affiliates, are prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Clients may or may not provide such additional capital, and if provided each Client will supply such additional capital in such amounts, if any, as determined by the Adviser. In addition, a conflict arises in allocating an investment opportunity if the potential investment target could be acquired by either a Client or a portfolio company of another Client or Other THL Fund. Investments by more than one Client, Other THL Fund, or client of the Adviser's affiliate in a portfolio company will also raise the risk of using assets of a Client, Other THL Fund, or client of the Adviser's affiliates to support positions taken by other Clients, Other THL Funds, or clients of the Adviser's affiliates, or that a client may remain passive in a situation in which it is entitled to vote. The Adviser may also express inconsistent or contrary views of commonly held investments or of market conditions more generally. Employees and related persons of the Adviser, the Other THL Adviser, and their affiliates have made, and may in the future make, capital investments in or alongside certain Clients or Other THL Funds, and therefore often have additional conflicting interests in connection with these investments. There can be no assurance that the return of a Client participating in a transaction would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

A Client may from time to time invest in opportunities that other Clients, Other THL Funds, or clients of the Adviser's affiliates have declined, and likewise, a Client may from time to time decline to invest in opportunities in which other Clients, Other THL Funds, or clients of the Adviser's affiliates have invested.

Clients will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Client agrees that upon the closing of a transaction with respect to a potential portfolio company, it will purchase equity securities in a transaction. Furthermore, in certain instances the Clients will also enter into limited guarantee arrangements whereby, subject to any applicable documentation, a Client agrees that if a transaction with respect to a potential portfolio company is not consummated, it will pay a percentage of the total value of the transaction as a "reverse termination fee" to the seller entity. While certain co-investment vehicles with investments contractually tied to the Client (including Associates Co-Investment Vehicles) are generally obligated to pay their proportionate share of the equity purchase price

and/or the reverse termination fee (whether pursuant to the applicable Client's Governing Documents or otherwise), such co-investment vehicles are generally not direct parties to the equity commitment arrangements or limited guarantees. Therefore, in the unlikely event that a co-investment vehicle defaults on such arrangement, the Client would be held responsible for the entire equity purchase price or reverse termination fee, as applicable.

The Client, from time to time, co-invest with third-parties through partnerships, joint ventures or other similar entities or arrangements. These investments may involve risks that would not otherwise be present in investments where a third-party is not involved. Such risks include, among other things, the possibility that the third-party may have differing economic or business goals than those of the Client, or that the third-party may be in a position to take actions that are inconsistent with the investment objectives of the Clients. There may also be instances where the Clients will be liable for the actions of such third-party co-investors. There can be no assurance that the return of a Client participating in a transaction with a third party would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

### *Cross-Transactions*

In certain cases, the Adviser will cause a Client to purchase investments from another Client, or it will cause a Client to sell investments to another Client. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Client may not receive the best price otherwise possible, or the Adviser might have an incentive to improve the performance of one Client by selling underperforming assets to another Client in order, for example, to earn fees. Additionally, in connection with such transactions, the Adviser, its affiliates and/or their professionals (i) will from time to time have significant investments, or intentions to invest, in the Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser receives management or other fees in connection with its management of the relevant Clients involved in such a transaction, and affiliates of the Adviser are generally entitled to share in the investment profits of the relevant Clients. To address these conflicts of interest, in connection with effecting such transactions, the Adviser will follow the Investment Allocation Requirements of the relevant Clients. To the extent such matters are not addressed in the Investment Allocation Requirements, the Adviser's CCO, in consultation with the Adviser's General Counsel, will be responsible for confirming that the Adviser (i) considers its respective duties to each Client, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party and (iii) obtains any required approvals of the transaction's terms and conditions.

### *Principal Transactions*

Section 206 under the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the Clients thereof, on the other hand. Very generally, if an investment adviser or an affiliate thereof proposes to purchase a security from, or sell a security to, a Client (what is commonly referred to as a "principal transaction"), the investment adviser must make certain disclosures to the Client of the terms of the proposed transaction and obtain the Client's consent to the transaction. In connection with the Adviser's management of the Clients,

the Adviser will from time to time engage in principal transactions. The Adviser has established certain policies and procedures to comply with the requirements of the Advisers Act as they relate to principal transactions, including that disclosures required by Section 206 of the Advisers Act be made to the applicable Clients regarding any proposed principal transactions and that any required prior consent to the transaction be received. In addition, the Governing Documents of the Clients generally contain additional restrictions on the ability of the Clients or the Adviser to engage in principal transactions.

#### *Management of the Clients*

The Adviser manages a number of Clients that have investment objectives similar or identical to each other. In addition, the Other THL Adviser manages Other THL Funds with investment objectives similar or identical to those of a Client. The Adviser or the Other THL Adviser is expected to, in the future, establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the current Clients. Allocation of available investment opportunities between the Clients and any such investment fund could give rise to conflicts of interest. See “Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities” above.

In addition, it is expected that employees of the Adviser responsible for managing a particular Client will have responsibilities with respect to other Clients managed by the Adviser, or Other THL Funds managed by the Other THL Adviser, including Clients raised in the future or to proprietary investments made by the Adviser and/or its principals of the type made by a Client. Conflicts of interest arise in allocating time, services or functions of these officers and employees.

#### *Follow-On Investments*

Investments to finance follow-on acquisitions present conflicts of interest, including determination of the equity component and other terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Client in a portfolio company in which another Client or Other THL Fund has previously invested. In addition, a Client will from time to time participate in leveraging and recapitalization transactions involving portfolio companies in which another Client or Other THL Fund has already invested or will invest. Conflicts of interest arise, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms. The Adviser and the applicable Other THL Adviser will resolve all such conflicts using its best judgment but in its sole discretion.

#### *Conflicts Relating to the Adviser*

The Adviser has in the past and may in the future, in its discretion, contract with any related person of the Adviser or the Other THL Adviser (including but not limited to a portfolio company of a Client or Other THL Fund) to perform services for the Adviser in connection with its provision of services to the Clients. When engaging such a person to provide such services, the Adviser has an incentive to recommend such person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.



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

An affiliate of the Adviser, or an investment vehicle managed by such affiliate, has in the past and may in the future lend money to portfolio companies of a Client. Such lending arrangements create conflicts of interest between the Adviser and its affiliate, acting as lender, and the portfolio company, acting as borrower.

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

#### *Fee Structure*

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

Additionally, as discussed above in Item 6, the Adviser is entitled to Carried Interest under the terms of the Governing Documents of the Clients. The existence of Carried Interest creates an incentive for the Adviser to cause such Clients to make more speculative investments than they would otherwise make in the absence of performance-based compensation.

Pursuant to the Governing Documents, the General Partner of a Client may be required to return excess amounts of Carried Interest as a “clawback”. This clawback obligation may create an incentive for the General Partner to defer disposition of one or more investments or delay the liquidation of a Client if the disposition and/or liquidation would result in a realized loss to the Client or would otherwise result in a clawback situation for the General Partner.

#### *Client Level Borrowing*

The Clients from time-to-time borrow funds or enter into other financing arrangements for various reasons, including making new or follow-on investments (including borrowings pending receipt of capital contributions from Clients’ investors) in portfolio companies and paying fund expenses. If a Client borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would be generally used for all limited partners in such Client on a pro-rata basis, including the general partner. Although borrowings by the Client have the potential to enhance overall returns

that exceed the Client's cost of funds (including interest rate, lender fees and transaction costs), such borrowings increase the potential exposure of the Client to a particular investment above the level that the Client would typically have if the investment had been limited to equity. Any such borrowings will further diminish returns (or increase losses on capital) to the extent overall returns are less than the Client's cost of funds. In addition, borrowings by the Client are secured by capital commitments made by Client investors to the Client and the documentation relating to such borrowings provides that during the continuance of a default under such borrowings, the interests of the investors may be subordinated to such Client-level borrowing. To the extent the Client uses borrowed funds in advance or in lieu of capital contributions the Client's investors generally make correspondingly later capital contributions. As a result, the Client's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and may make net IRR calculations higher than they otherwise would be without fund-level borrowing. In addition, these borrowings can impact the carried interest the Client's general partner receives, as these calculations of carried interest generally depend on the amount and timing of capital contributions as well as the level of the organizational structure at which such borrowed funds are borrowed.

#### *Conflicts Related to Parallel Funds*

A Client's General Partner may expect to create one or more parallel funds to invest alongside a Client for different categories of investors in order to facilitate investment by such investors for legal, tax, regulatory or other reasons. Each parallel funds is expected to invest *pro rata* with a Client in each investment or commitment, based on aggregate available capital, except to the extent any such parallel funds is excluded from such investments for legal, tax or regulatory reasons or by the terms of such investments. The Client's General Partner shall cause each parallel fund to make its respective investment or commitment at substantially the same time as the Client's investment or commitment and on substantially identical economic terms as those afforded the Client, subject to applicable legal, tax or regulatory considerations. A Client's General Partner may expect to offer a parallel fund in which it will use its reasonable best efforts to conduct the affairs of the parallel fund in a manner so as to address certain tax concerns of its limited partners (subject to specific considerations and exceptions set forth in the partnership agreement of such parallel fund), which may include making certain investments directly or indirectly through one or more entities treated as corporations for U.S. federal income tax purposes. The investment returns of a limited partner that invests in such parallel fund may be lower as a result of the parallel fund holding an investment through a corporation rather than holding such investment directly (*e.g.*, as a result of the tax payable by such corporation, a reduction in sale proceeds or adjustments to the Client's General Partner's share of distributions with respect to carried interest). Although a Client may hold such an investment directly, a Client's limited partners who are not invested in such parallel fund may also have lower investment returns due to the investment by the parallel fund through such corporation (*e.g.*, if, upon sale of an investment, the Client and the parallel fund sell at the same price (as is generally expected), but the overall sale price is reduced because the buyer is unable to realize certain tax benefits or other factors attributable to the participation of the parallel fund and thus the overall sales price is reduced).

### *Diverse Membership*

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

### *Business with Portfolio Companies and Investors*

Given the collaborative nature of the Adviser's business and the portfolio companies in which Clients and Other THL Funds have invested, there are often situations when the Adviser is in the position of recommending the services of a portfolio company to other portfolio companies of the Clients or Other THL Funds, which may involve fees, commissions, servicing payments and/or discounts to the Adviser, an affiliate, or a portfolio company. The Adviser will generally have a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Clients or Other THL Funds, while the products or services recommended are not necessarily the best available to the portfolio companies held by the Clients. The benefits received by a portfolio company providing a service may be greater than those received by the Client(s) and its portfolio companies receiving the service.

The Adviser has an incentive to recommend the products or services of certain investors in the Clients or Other THL Funds or prospective investors in the Clients or Other THL Funds or their related businesses to the Clients or their portfolio companies for use or purchase, even though the products or services recommended are not necessarily the best available to the Clients or the portfolio companies.

In addition, certain portfolio companies controlled by a Client engage in activities that could adversely affect another Client and/or portfolio company, including, for instance, as a result of laws and regulations or certain jurisdictions (such as bankruptcy, environmental, consumer protection and/or labor or union laws) that may not recognize or permit the segregation of assets and liabilities between separate entities. Such jurisdictions may also allow for recourse against assets that are under common control with, or part of the same economic group as the entity that has incurred the liability. This may result in the assets of a Client and/or a portfolio company being used to satisfy the obligations or liabilities of another Client or its portfolio company.

In certain instances, a Client's portfolio company competes with, is a customer of, or is a service provider to, another Client's portfolio company. In providing advice to a portfolio company's business, the Adviser is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Clients. As a result, a conflict of interest may arise in these

instances because advice and recommendations provided by the Adviser to a portfolio company may have adverse consequences to the portfolio company owned by another Client.

Certain members of the Clients' advisory committee are, or in the future will be, officers or directors of, or otherwise affiliated with, investors in a Client or Other THL Fund. The Adviser will from time to time utilize the services of investors and their affiliates on an arm's length basis with commercially reasonable terms, as it deems appropriate.

### *Service Providers*

The Adviser and/or its affiliates engage certain service providers to provide services to the Adviser, the Clients and/or the portfolio companies, including services during the due diligence and acquisition process. Such service providers are, in certain circumstances, investors in a Client or affiliates of such investors and may include, for example, investment or commercial bankers, outside legal counsel and other parties, who are investors in Clients or Other THL Funds and/or other investors who provide services (including mezzanine and/or lending arrangements). The engagement of any such service provider may be concurrent with an investor's admission to a Client, or during the term of such investor's investment in the Client. This creates a conflict of interest, as the Adviser may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor. The Adviser has a conflict of interest with the Clients in recommending the retention or continuation of a service provider to the Clients or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Clients or Other THL Funds or will provide the Adviser information about markets and industries in which the Adviser operates or is interested or will provide other services that are beneficial to the Adviser. Additionally, employees of the Adviser or its affiliates, and/or their family members or relatives may have ownership, employment, or other interests in such service providers. These relationships that an Adviser may have with a service provider can influence the Adviser in determining whether to select, or recommend such service provider to perform services for a Client or a portfolio company. Although the Adviser selects service providers that it believes will enhance portfolio company performance (and, in turn, the performance of the relevant Client(s)), there is a possibility that the Adviser, because of financial, business interest, or other reasons, will favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. While the Adviser often does not have visibility or influence regarding advantageous service rates or arrangements, there will be situations in which the Adviser receives more favorable service rates or arrangements than the Clients or their portfolio companies.

Service providers to the Adviser or its affiliates often charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by the Clients and/or its portfolio companies, the Adviser and its affiliates will pay different rates and fees than those paid by the Clients and/or its portfolio companies.

### *Positions with Portfolio Companies*

Employees of the Adviser serve as directors of, or observers on boards with respect to, certain portfolio companies of Clients. While conflicts of interest may arise in the event that such employee's fiduciary duties as a director conflicts with those of the Client, it is expected that the interests will be aligned. Cash or equity compensation such employees receive as directors will, to a certain extent, reduce the Advisory Fees owed by the applicable Clients. In addition, portfolio companies of Clients will from time to time engage and pay cash or equity compensation to (i) consultants who also are or have been consultants to the Adviser or its affiliates (including without limitation executive advisors, senior advisors and other similar professionals) and/or (ii) former employees of the Adviser or its affiliates; such compensation will not be deemed paid to or received by the Adviser and its affiliates and such amounts will not reduce the Advisory Fees owed by the applicable Clients.

Decisions made by a director may subject the Adviser, its affiliate or a 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.

From time to time employees of the Adviser may also be asked to serve as directors of, or observers with respect to, certain entities in which a Client has fully exited its ownership interest. Such companies are not portfolio companies of the Client and as a result, any compensation received by such Adviser employee is not subject to the Advisory Fee offset described above, or otherwise shared with the Clients and/or investors.

The Adviser, or its affiliates and service providers, charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by a Client and/or its portfolio companies, the Adviser and its affiliates will pay different rates and fees than those paid by the Client and/or its portfolio companies.

### *Side Letter Agreements; Advisory Committee Rights*

The Adviser routinely enters into certain side letter arrangements with certain investors in a Client providing such investors with different or preferential rights or terms, including but not limited to information and reporting rights, excuse or exclusion rights, waiver of certain confidentiality obligations, co-investment rights, certain rights or terms necessary in light of particular legal, regulatory or policy requirements of a particular investor, additional obligations and restrictions with respect to structuring particular investments in light of the legal and regulatory considerations applicable to a particular investor, and liquidity or transfer rights. Except as otherwise agreed with an investor, the Adviser (or applicable General Partner) is not required to disclose the terms of side letter arrangements with other investors in the same Client.

Generally, the Clients have established an advisory committee, consisting of representatives of investors. A conflict of interest may exist when some, but not all limited partners are permitted to designate a member to the advisory committee. The advisory committee may also have the ability to approve conflicts of interest with respect to the Adviser and the Clients, which could be

disadvantageous to the investors, including those investors who do not designate a member to the advisory committee. Representatives of the advisory committee may have various business and other relationships with the Adviser and its partners, employees and affiliates. These relationships may influence the decisions made by such members of the advisory committee.

In addition, members of one Client's advisory committee may also be a member of another Client's or Other THL Fund's advisory committee. In such instances, a conflict of interest exists because the Clients or Other THL Funds on which such overlapping advisory committee members may have conflicting interests and such advisory committee members may be requested to provide their consent with respect to such conflicts of interest and will not recuse themselves from any such vote.

### *Other Potential Conflicts*

The Governing Documents of a Client establish complex arrangements among the Clients, the Adviser, investors, and other relevant parties. From time to time, questions may arise regarding certain parties' rights and obligations in certain situations, some of which may not have been contemplated upon the negotiation and execution of such documents. In some instances, the operative provisions of the Governing Documents, if any, may be broad, unclear, general, conflicting, ambiguous, and vague and may allow for multiple reasonable interpretations. In other instances, there may not be a directly applicable provision. While the Adviser will construe the relevant provisions in good faith and in a manner consistent with its fiduciary duty and legal obligations, the interpretations used may not be the most favorable to a Client or its investors.

The Adviser, the Other THL Adviser, Other THL Funds, and/or Clients will at times engage common legal counsel and other advisors in a particular transaction, including a transaction in which there are conflicts of interest. Members of the law firms engaged to represent the Clients will typically be investors in a Client or Other THL Fund, and will at times also represent one or more portfolio companies of or investors in a Client or Other THL Fund. In the event of a significant dispute or divergence of interest between Clients or Other THL Funds, the Adviser, the Other THL Adviser, and/or their affiliates, the parties will engage separate counsel in the sole discretion of the Adviser and its affiliates, and in litigation and other circumstances separate representation will often be required. Additionally, the Adviser, the Other THL Adviser, Other THL Funds, Clients, and/or the portfolio companies of Clients or Other THL Funds will from time to time engage other common service providers. In certain circumstances, the service provider may charge varying rates or engage in different arrangements for services provided to the Adviser, the Clients, and/or the portfolio companies. There is a conflict of interest between the Adviser or the Other THL Adviser, on the one hand, and the applicable Other THL Fund, Client, or portfolio company, on the other hand, in determining whether to engage such service providers, including the possibility that the Adviser will favor the engagement or continued engagement of such persons if it or the Other THL Adviser receives a benefit from such service providers, such as lower fees, that it would not receive absent the engagement of such service provider by the Clients and/or the portfolio companies. The Adviser will from time to time receive a discount on services provided to it by such a common service provider even though the Adviser's Clients may receive a lesser, or no, discount.

The Adviser and its personnel have in the past and may, from time to time in the future, receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of a Client, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Client expenses may result in “miles” or “points” or credit in loyalty/status programs to the Adviser and/or its personnel, and such rewards and/or amounts will exclusively benefit the Adviser and/or such personnel and will not be subject to the offset arrangements described above or otherwise shared with such Client, its investors and/or the portfolio companies.

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

Investors may be introduced to the Adviser, or may be brought in a Client, by a third-party consultant from which the Adviser or a related person purchase products and to which the Adviser or a Related Person may make payments, including in connection with conferences sponsored or hosted by the third-party consultant.

The Clients may create a platform for acquiring companies in a particular industry for the purpose of creating synergies across, and adding value to, such companies (e.g., merging companies together to create economies of scale or running certain companies in a coordinated manner). In such instances, a holding company (“Holding Company”) would be created that would acquire and manage the companies in the platform. The Holding Company would be staffed with personnel responsible for sourcing, acquiring and managing companies for the Holding Company. The Holding Company’s costs and expenses (including compensation for its personnel, which compensation may include, among other things, the granting of profit participation in certain investments of Holding Company and/or a capital interest in such investments or the underlying assets) would be borne by the Holding Company (and, therefore, indirectly borne by the Client). Such costs and expenses will not offset the Advisory Fee and are in addition to Advisory Fees and other compensation (e.g., Carried Interest) received by the Adviser. In addition, as the Adviser earns Advisory Fees and/or Carried Interest from the Client, the Adviser will benefit from the assets, income and gains of Holding Company.

The Adviser may cause one or more Clients to purchase, and/or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the applicable Clients, the applicable general partner, the Adviser and/or their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties, against liability in connection with the activities of the Clients. This may include a portion of any premiums, fees, costs and expenses for one or more “umbrella” or other insurance policies maintained by the Adviser that cover one or more Clients and/or the Adviser (including their respective directors, officers, employees, agents, representatives, members of the

advisory committee and other indemnified parties). The Adviser will make judgments about the allocation of premiums, fees, costs and expenses for such “umbrella” or other insurance policies among one or more Clients, and/or the Adviser on a fair and reasonable basis, and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in a Client bearing less (or more) premiums, fees, costs and expenses for insurance policies.

Certain portfolio companies of Clients are, or have been, counterparties or participants in agreements, transactions or other arrangements with other portfolio companies of Clients or of Other THL Funds that, although the Adviser determines to be consistent with the requirements of such Clients’ Governing Documents, may not have otherwise been entered into but for the affiliation with the Adviser, and which may involve fees, servicing payments, and/or other benefits to the Adviser or its affiliates that are not subject to the Advisory Fee offset provisions described herein. For example, the Adviser has in the past and may in the future cause portfolio companies to enter into agreements regarding group procurement (which may depend on the volume of services purchased under these agreements and which may be pooled across multiple portfolio companies and discounted due to scale), benefits management, data management and/or mining, technology development, purchase or title and/or other insurance policy (which may be pooled across multiple portfolio companies and discounted to scale) and other similar operational initiatives that may result in fees, better pricing, rebates, commissions or similar payments and/or discounts being received by the Adviser, its affiliates or a portfolio company, including related to a portion of the savings achieved by the portfolio company. While the Adviser may have a conflict of interest because its economic benefit may incentivize the Adviser to maintain such arrangements, the Adviser believes that such agreements benefit the portfolio companies due to increased access to quality products and services at beneficial pricing and the Adviser’s benefits from such arrangements are reduced because the Adviser only benefits on at the same rate as the portfolio companies. However, it should not be assumed that a company related to, or otherwise affiliated with the Adviser will only take actions that are beneficial to, or not opposed to, the interests of a Client and its portfolio companies.

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

The legal risks associated with these types of transactions vary from jurisdiction to jurisdiction.

The Governing Documents of certain Clients permit the Adviser to withhold information from certain limited partners or investors in such Client in certain circumstances. For instance, information will typically be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. The Adviser will generally elect to withhold certain information to such limited partners for reasons relating to the Adviser’s public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.



Please see the discussion above under the sub-heading “Resolution of Conflicts” for a description of the means by which the Adviser and its related persons generally seek to alleviate conflicts of interest among the Clients or other persons.

## **Item 12. Brokerage Practices**

Because the Clients invest primarily in private equity ventures, the Adviser anticipates that investments in publicly traded securities will occur in limited circumstances (e.g., money market instruments pending investment in a portfolio company, securities held as a result of initial public offerings of portfolio companies, going-private transactions). However, to meet its fiduciary duties to the Clients, the Adviser has adopted written policies to address issues that might arise with respect to purchasing, holding and selling publicly traded securities.

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

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

In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, the Adviser’s relevant investment team, in consultation with the Chief Financial Officer (“CFO”), takes into account all factors that it deems relevant to the broker’s or dealer’s execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or dealer and the quality of service rendered by the broker or dealer in other transactions.

In order to monitor best execution, the Adviser’s CFO, in consultation with the Adviser’s CCO, will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of the Adviser and each Client.

The Adviser does not receive “soft dollars” in connection with its use of broker-dealers.

### **Aggregation of Trades**

The Adviser may aggregate (or bunch) the orders of more than one Client or Other THL Fund for the purchase or sale of the same publicly traded security. The Adviser often employs this practice because larger transactions enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. The Adviser may combine orders on behalf of Clients or Other THL Funds with orders for other Clients for which it or the Other THL Adviser has trading authority, or in which it or the Other THL Adviser has an economic interest. In such cases, the Adviser and the Other THL Adviser generally aggregate trade orders for publicly traded securities

so that each participating Client or Other THL Fund will receive the average price for each execution of a transaction.

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

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

#### **Oversight and Monitoring**

The investment portfolios of the Clients are generally private, illiquid and long-term in nature, and accordingly the Adviser's review of them is not directed toward a short-term decision to dispose of securities. However, the Adviser closely monitors the portfolio companies of the Clients and generally maintains an ongoing oversight position in such portfolio companies. The portfolios are reviewed by a team of investment professionals on an on-going basis. The team generally includes Managing Directors and other investment professionals of the Adviser. Moreover, the Adviser has a separate group responsible for developing and implementing key strategic initiatives at certain portfolio companies. This group works alongside the investment professionals to oversee the Clients' investments in their portfolio companies.

#### **Reporting**

Investors in a Client typically receive, among other things, a copy of audited financial statements of such Client as soon as practicable after March 15<sup>th</sup> of each year, as well as unaudited quarterly financial reports within 45 days after each fiscal quarter end. The Adviser will from time to time, in its sole discretion, provide additional information relating to such Client to one or more investors in such Client as it deems appropriate.

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

For details regarding economic benefits provided to the Adviser by non-Clients, including a description of related material conflicts of interest and how they are addressed, please see Item 11 above. In addition, the Adviser and its related persons will, in certain instances, receive discounts on products and services provided by portfolio companies of Clients and/or customers or suppliers of such portfolio companies. While not a Client solicitation arrangement, the Adviser will from time to time engage one or more persons to act as a placement agent for a Client in connection with the offer and sale of interests to certain potential investors. Such persons generally will receive a fee in an amount equal to a percentage of the capital commitments for interests made by such potential investors to such Client that are subsequently accepted. Such fees are generally paid by the Adviser.

### **Item 15. Custody**

Item 15 is not applicable to the Adviser.

## **Item 16. Investment Discretion**

Investment advice is provided directly to the Clients and not individually to the investors in the Clients. Services are provided to each Client in accordance with its Governing Documents. Investment restrictions for a Client, if any, are generally established in its Governing Documents.

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

The Adviser has established written policies and procedures setting forth the principles and procedures by which the Adviser votes or gives consent with respect to securities owned by the Clients (“Votes”). The guiding principle by which the Adviser votes all Votes is to vote in the best interests of each Client by maximizing the economic value of the relevant Clients’ holdings, taking into account the relevant Clients’ investment horizons, the contractual obligations under the relevant Governing Documents and all other relevant facts and circumstances at the time of the Vote.

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

Clients generally cannot direct the Adviser’s Vote.

All Voting decisions initially are referred to the CFO or appropriate investment professional for a voting decision. In most cases, the Adviser’s CFO or investment professional covering the particular investment will make the decision as to the appropriate vote for any particular Vote. In making such decision, he or she will generally rely on any of the information and/or research available to him or her. If the investment professional is making the Voting decision, the investment professional will inform the CCO of any such Voting decision, and if the CCO does not object to such decision as a result of his or her conflict of interest review, the Vote will be voted in such manner. If the investment professional and the CCO are unable to arrive at an agreement as to how to vote, then the CCO will consult with the Adviser’s General Counsel as to the appropriate vote, who will then review the issues and arrive at a decision based on the overriding principle of seeking the maximization of the economic value of the relevant Clients’ holdings.

The CCO has the responsibility to monitor Votes for any conflicts of interest, regardless of whether they are actual or perceived. The CCO will consider, among other things, whether the Adviser or any investment professional or other person recommending how to vote has an interest in how the Vote is voted that presents a conflict of interest. In addition, all Adviser investment professionals are expected to perform their tasks relating to the voting of Votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Clients. The CCO will use his or her best judgment to address any such conflict of interest and ensure that it is resolved in accordance with his or her independent assessment of the best interests of the Clients.

Information regarding how proxies were voted in connection with a Client and copies of proxy voting policies are available to any Client or prospective Client upon written request to: CCO@THL.com.

**Item 18. Financial Information**

Item 18 is not applicable to the Adviser.

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

Item 19 is not applicable to the Adviser.