

COVER PAGE – ITEM 1

**FIRM BROCHURE
FORM ADV PART 2A**

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This brochure provides information about the qualifications and business practices of Cressey & Company LP (“C&C”). If you have any questions about the contents of this brochure, please contact us at (312) 945-5700 and/or dlourie@cresseyco.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

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

C&C is a registered investment adviser with the SEC. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

March 26, 2019

SUMMARY OF MATERIAL CHANGES – ITEM 2

This brochure (Part 2A of Form ADV) dated March 26, 2019 serves as an update to our Firm brochure dated March 16, 2018. This brochure contains updates to the disclosures concerning the business practices and advisory services of the Firm, including with respect to the descriptions of certain fees and expenses, risk factors, pooled vehicles managed by the Firm, and conflicts of interest.

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FORM ADV PART 2A

Advisory Business – Item 4

Description of Registrant – Item 4.A

C&C is managed by an experienced private investment team focused on building leading middle-market healthcare businesses in partnership with exceptional management teams. For nearly three decades across eight funds, Bryan Cressey has pursued investment opportunities within the rapidly growing healthcare industry. The principal owners of C&C are Bryan C. Cressey and Peter S. Ehrich. C&C has been in business since June 2008.

Advisory Services Offered – Item 4.B

C&C renders discretionary investment management services to privately offered funds (individually a “Fund,” and collectively, the “Funds”) that are open for investment by financially sophisticated institutional and high net worth investors. The Funds generally focus on investments in the healthcare industry.

Tailored Services – Item 4.C

The services rendered by C&C to each Fund are dependent on the investment objectives of the respective Fund and are set forth in the private offering memoranda, limited partnership agreement, investment advisory agreement, side letter agreements negotiated with investors in the Fund and other governing documents of the relevant Fund (collectively, the “Governing Documents”). C&C’s investment advice and investment authority is tailored and limited to that which is permitted under each Fund’s Governing Documents.

Wrap Fee Programs – Item 4.D

Given the nature of its advisory services, C&C does not participate in wrap fee programs.

Client Assets Registrant Manages – Item 4.E

As of December 31, 2018, C&C managed committed client assets of \$2,086,789,938 on a discretionary basis and \$0 on a non-discretionary basis.

Fees and Compensation – Item 5

Registrant's Fees and Compensation – Item 5.A

C&C provides advisory services for a percentage of the Fund's committed capital or net asset value (the "Advisory Fee"). Advisory Fee terms differ among the Funds, and the precise amount of, and the manner and calculation of, the Advisory Fee for a Fund is established by C&C, and is set forth in the Fund's Governing Documents. Advisory Fees generally will be reduced during the life of a Fund. Advisory Fees paid by a Fund also will be reduced by certain other fees or compensation received by C&C or its affiliates that relate to such Fund's activities and investments, or by certain organizational or other expenses borne by such Fund, as described in more detail below. The investments made by C&C on behalf of its Funds typically are subject to a sharing of profits known as a "Carried Interest," which is a percentage of the Fund's investment income and net realized gains, subject to various conditions. (Please see Item 6 below.)

The Advisory Fees paid by a Fund will generally be reduced by a percentage of: (1) the fees incurred by C&C in connection with the organization of such Fund that exceed a limit specified in such Fund's Governing Documents and/or (2) such Fund's share of certain Other Fees (as defined below) received by C&C or its affiliates (but not including any amounts received by the C&C Resources Group as described below). The terms of Advisory Fee offsets differ among the Funds, and the amount and manner of such reduction, if any, is set forth in the Governing Documents of the applicable Fund. To the extent a reduction relates to more than one Fund, C&C shall allocate the resulting Advisory Fee reduction among the applicable Fund(s) in proportion to the cost of securities held (or committed to be held) in the portfolio company or prospective portfolio company, or in such other manner as the general partners of the applicable Funds mutually agree and, if such other manner is not pro rata, with the approval of the advisory committee(s) of the applicable Fund(s).

C&C will typically perform transaction-related, financial advisory and other services for, and will receive fees from, actual or prospective portfolio companies or other investment vehicles of a Fund, including fees in connection with structuring investments in such portfolio companies, mergers, acquisitions, add-on acquisitions, refinancings, public offerings, sales, divestments or other dispositions and similar transactions ("Transaction Fees"). C&C is permitted to retain such fees in certain limited circumstances. As described above, C&C will reduce future Advisory Fees for a Fund by a specified percentage of such Fund's share of Other Fees (including Transaction Fees), in accordance with such Fund's Governing Documents. To the extent provided in the Governing Documents of the Funds, C&C will pay out of Advisory Fees certain expenses and costs associated with the performance of its services, including expenses on account of rent, utilities, office supplies, office equipment, compensation and expenses of its partners, officers, directors and employees (other than Carried Interest described in Item 6 below).

Additionally, a portfolio company will typically reimburse C&C for certain expenses, including, without limitation, travel expenses, which may include expenses for private, chartered or first class travel or the first class equivalent of private or chartered travel, entertainment expenses (including, as applicable, closing dinners and mementos, cars and meals, social and entertainment events with portfolio company management, customers, clients, borrowers, brokers and service 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 and expenses, incurred by C&C in connection with its performance of services for such portfolio company; such reimbursements are generally not included in the definition of Other Fees (as defined below) and are not subject to the sharing arrangements described above. C&C will determine the amount of these fees in its own discretion, subject to agreements with sellers, buyers and management teams, the boards of directors of or lenders to portfolio companies, and/or third-party co-investors in its transactions, and C&C is not required to provide a Fund and its investors with information regarding the amounts of these fees and reimbursements, although sometimes portfolio companies disclose these fees in materials such as debt offering memoranda. For a discussion of material conflicts of interest created by receipt of such fees and reimbursements, please see Item 11 below.

C&C and its affiliates may also receive monitoring fees (such fees, “Monitoring Fees”) pursuant to monitoring agreements with portfolio companies of the Funds governing the advice, consultation and other similar ongoing services provided by C&C to such portfolio companies. The terms of a monitoring agreement may include (among other things) prolonged or variable contract lengths, 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). While it has not been C&C’s historical practice, monitoring agreements may also permit the acceleration of payment of the Monitoring Fees upon certain termination events, including the occurrence of an initial public offering or strategic exit.

Principals or employees of C&C may serve as directors of, or observers on boards with respect to, certain portfolio companies. Such persons generally receive from such portfolio company reimbursement of expenses but no remuneration for such services. To the extent such persons receive remuneration from such portfolio company for serving as directors (“Director Fees”), they generally are required to remit such remuneration to C&C. C&C or its principals or employees, on behalf of C&C, may receive stock of a portfolio company due to service of a principal or employee of C&C on the board of such portfolio company. In the event of such a distribution or receipt of stock, the recipients, or C&C, with respect to stock received, will generally act in their own interest with respect to the share of securities and will generally determine to sell the distributed securities (which may include selling its securities prior to the time at which the investor sells its distributed securities), or hold on to the distributed securities for such time as such recipient, or C&C, shall determine. The ability of such recipients, or C&C, with respect to stock received, to act in their own interest with respect to such distributed shares creates a conflict of interest between C&C, as an adviser to the Fund, and the recipients, on the one hand, and the Fund.

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

In addition, principals or employees of C&C or its affiliates may receive fees in connection with an unconsummated transaction (“Break-Up Fees” and, together with Transaction Fees, Monitoring Fees and Director Fees, “Other Fees”). The amount and timing of Break-Up Fees received by C&C are generally specified in the agreement or other documentation governing the transaction.

The payment of Other Fees by portfolio companies creates a conflict of interest between C&C and its affiliates and the Funds and their investors because the Funds and their investors generally do not have a direct interest in these fees and reimbursements. C&C determines the amount of these fees and reimbursements in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions, and the amount of such fees and reimbursements often will not be disclosed to all investors in the Funds. If C&C or its affiliates perform any services described above for a portfolio company as part of a consortium with co-investors co-sponsoring the investment in such portfolio company or others, the Other Fees received by C&C or its affiliates will be a share of all such fees paid to the consortium, and the total amount of such fees and the share received by C&C or its affiliates will generally be determined by agreement between C&C and other members of the consortium. In addition, in the case of a consortium, agreements are typically in place with portfolio companies that provide that at the sale of such portfolio company certain Other Fees are accelerated and paid to members of the consortium, including C&C or its affiliates, at such time. Accordingly, under most circumstances, a Fund only will benefit with respect to its allocable portion of Other Fees (which will be offset against Advisory Fees) and not the portion of any Other Fees that relates to such co-investors (which will not be offset against Advisory Fees), which have the potential to be significant.

From time to time, C&C will, in its discretion, disclose to an investor the amount of Other Fees allocated to the Fund in which such investor has invested, which amount may not be disclosed to other investors in the same Fund.

The fee structures described above may be modified or waived from time to time by C&C in its sole discretion. Although not currently the case, it is possible that in the future, fees may differ from one Fund to another, as well as among investors in the same Fund.

Deductions – Item 5.B

Advisory Fees are deducted from the assets of the Funds quarterly in advance.

Expenses – Item 5.C

In addition to the Advisory Fee and Carried Interest payable to C&C, each Fund bears certain expenses according to the terms of the relevant Governing Documents, which may differ among the Funds. As set forth more fully in the applicable Governing Documents of each Fund, a Fund will pay, or reimburse C&C (or an affiliate thereof) for, all other fees, costs, expenses, liabilities, and obligations relating to the Fund's and/or its subsidiaries' activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company or potential portfolio company), including all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to the sourcing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to periodicals or databases), acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, a Fund's portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, tax professionals, investment bankers, lenders, third-party diligence software and service providers, consultants and similar professionals in connection therewith and any fees and expenses

related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; (ii) indebtedness of, or guarantees made by, a Fund, C&C, the applicable Fund's general partner or any "affiliated partner" on behalf of such Fund (including any credit facility, letter of credit or similar credit support), including repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iii) financing, commitment, origination and similar fees and expenses; (iv) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (v) brokerage, sale, custodial, depository (including a depository appointed pursuant to the Alternative Investment Fund Managers Directive (the "AIFMD")), Swiss representative and paying agent (pursuant to the Swiss Collective Investment Schemes Act (as amended) including any law, rule or regulation relating to the implementation thereof), trustee, record keeping, account and similar services; (vi) legal, accounting, research, auditing, administration (including fees and expenses associated with a Fund's third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), consulting (including consulting and retainer fees and other compensation paid to the C&C Resources Group or any of its members, consultants performing investment initiatives and other similar consultants, subject to any cap or limitations specified in a Fund's Governing Documents), tax and other professional services; (vii) reverse breakup, termination and other similar fees; (viii) directors and officers liability, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses, including any costs and expenses related to any retention or deductibles; (ix) filing, title, transfer, registration and other similar fees and expenses; (x) printing, communications, marketing and publicity; (xi) the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s, other communications with partners or any other administrative, compliance or regulatory filings or reports (including Form PF), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing; (xii) compliance with the requirements of the AIFMD (excluding, for clarity, the initial and/or preliminary registrations, filings and compliance relating thereto, which are organizational expenses), including fees, costs and expenses of any third-party service providers and professionals related to the foregoing; (xiii) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of a Fund or the limited partners; (xiv) any activities with respect to protecting the confidential or non-public nature of any information or data; (xv) to the extent provided in the Partnership Agreement, or otherwise approved by the applicable Fund's general partner in its sole discretion, activities or proceedings of the advisory committee (including any reasonable out-of-pocket costs and expenses incurred by representatives of such general partner, the advisory committee members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory committee); (xvi) indemnification (including any fees, costs and expenses incurred in connection with indemnifying any partner or other person pursuant to the Partnership Agreement and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement), except as otherwise set forth in the Partnership Agreement; (xvii) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs and expenses of any discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xviii) any annual limited partner meeting or other periodic, if any, meetings of the limited partners and any other conference or meeting with any limited partner(s) and any periodic executive forum of portfolio company management and other persons; (xix) except as otherwise

determined by the applicable Fund's general partner in its sole discretion, any fee, cost, expense, liability or obligation relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense or organizational expense if it were incurred in connection with a Fund, and any expenses incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to a Fund to the extent not paid by the investors investing in such entities and any other costs and expenses relating to any structuring or restructuring of a Fund and/or its related entities; (xx) the termination, liquidation, winding up or dissolution of a Fund; (xxi) defaults by partners in the payment of any capital contributions; (xxii) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, the applicable Fund's general partner and related entities and any alternative investment vehicle of such Fund, including the preparation, distribution and implementation thereof (it being understood that amendments to, and waivers, consents or approvals pursuant to, the constituent documents of such general partner and certain related entities shall only be Fund expenses to the extent such amendments, waivers, consents or approvals relate to the affairs of a Fund, parallel investment entities or any alternative investment vehicle thereof); (xxiii) complying with any law, regulation or policy related to the activities of a Fund (including regulatory expenses of the applicable Fund's general partner incurred in connection with the operation of a Fund and legal fees and expenses); (xxiv) any litigation or governmental inquiry, investigation or proceeding involving a Fund, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except as set forth in the Partnership Agreement; (xxv) any third-party experts, including independent appraisers, engaged by the applicable Fund's general partner in connection with a Fund considering, making or holding an investment in the same entity as one or more other investment vehicles, controlled, managed or advised by such general partner or any of its affiliates; (xxvi) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer by a limited partner; (xxvii) any taxes, fees and other governmental charges levied against a Fund and all expenses incurred in connection with any tax audit, investigation settlement or review of a Fund (except to the extent that such Fund is reimbursed therefor by a partner or such tax, fee or charge is treated as having been distributed to the partners pursuant to the Partnership Agreement), provided that any fees, taxes or penalties resulting from a final formal deficiency issued by the Internal Revenue Service following an audit relating to the mechanism provided for in the Partnership Agreement permitting the applicable Fund's general partner to satisfy all or any portion of its commitment through the use of advisory fee waiver shall not be deemed Fund expenses; (xxviii) distributions to the partners and other expenses associated with the acquisition, holding and disposition of a Fund's investments, including extraordinary expenses; (xxviii) unreimbursed expenses and unpaid fees of the C&C Resources Group or its members, employees or other persons engaged by the C&C Resources Group; (xxix) compliance or regulatory matters related to a Fund, except as otherwise set forth in the Partnership Agreement; (xxx) any travel, lodging, meals, entertainment or industry conferences relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxi) any placement fees; and (xxxii) any other fees, costs, expenses, liabilities or obligations approved by the advisory committee.

For more information regarding the specific categories of expenses incurred by a Fund, please see the Fund's Governing Documents. Additionally, please see Item 6 below regarding Carried Interest that Funds typically pay. Although C&C does not generally utilize the services of broker-dealers to effect portfolio transactions for the Funds, in the event that it chooses to use a broker-dealer for limited

purposes relating to a particular Fund, such Fund will incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

In the event any third-party co-investors invest alongside the Fund, such co-investors will typically bear all expenses related to the structuring of their interest in the investment, including any entities formed for their benefit, and other expenses incurred solely for the benefit of such co-investors. Co-investors will generally bear their pro rata portion of expenses incurred in the making an investment but may not be allocated expenses and fees incurred by C&C or its affiliates in the course of evaluating such investment. A portfolio company may also bear these expenses in the case of a successful closing.

If a proposed transaction is not consummated, a co-investor may not have a binding agreement to bear any expenses relating to such proposed but not consummated transaction (“Dead Deal Costs”). In such a case, the Dead Deal Costs would be borne by the Fund or Funds selected by C&C as proposed investors for such proposed transaction (including reverse termination fees, extraordinary expenses such as litigation costs and judgements and other expenses). Co-investors are not typically allocated any share of Break-Up Fees paid in connection with such an unconsummated transaction, but may be on a case-by-case basis. As a general matter, no co-investor will bear Dead Deal Costs or be allocated Break-Up Fees unless such co-investor has otherwise agreed. Furthermore, to the extent a co-investment vehicle is formed in connection with a proposed transaction, costs and expenses relating to such co-investment vehicle may, in certain situations, be borne by another Fund or Funds, regardless of whether such proposed transaction is consummated.

From time to time, the general partner of a Fund may create certain “alternative investment vehicles” or similar structuring vehicles for purposes of accommodating certain legal, tax, regulatory or other similar considerations (“SPVs”). In the event the general partner creates an SPV, consistent with the Governing Documents of the Fund, 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.

The C&C Resources Group (as defined in Item 11) from time to time provides manufacturing, sales, marketing, technology, human resources, acquisition integration/rationalization and/or other operations services, acquisition or other due diligence, or similar services permitted by the applicable Fund’s Governing Documents to Funds, any alternative investment vehicle or any portfolio company or prospective portfolio company of a Fund or any alternative investment vehicle. The C&C Resources Group (or its members) from time to time receives payments from portfolio companies and/or certain Funds for such services (including for base compensation, incentive equity or other stock awards, costs for transactional, due diligence and other support services rendered in connection with prospective portfolio acquisitions, including reimbursement for certain travel and other costs, compensation for services provided to portfolio companies and prospective portfolio companies and other applicable amounts not paid by portfolio companies) in accordance with the applicable Fund’s Governing Documents. Payments from a Fund may be borne directly as expenses of a Fund or may offset amounts that would otherwise constitute Other Fees with respect to such Fund in accordance with the applicable Fund’s Governing Documents. In such circumstances, the amounts of such fees or other compensation received by such persons may be retained by such persons, subject to any contractual agreements to reimburse a portion of such fees or other compensation to a Fund, and such amounts will not be deemed paid to or received by C&C and will not reduce a Fund’s Advisory Fee or otherwise be subject to the sharing arrangements described above and will not benefit the Fund or its investors except to the extent of any such reimbursement of amounts previously received. The

C&C Resources Group may also provide services to C&C for its benefit, for which C&C Resources Group members will be directly compensated by C&C. For a discussion of material conflicts of interest created by the engagement of such persons, please see Item 11 below.

It is not typically the case that C&C has more than one Fund making new investments at the same time, and thus generally does not have situations requiring allocation of investment expenses between Funds. However, when two or more Funds are investing at the same time, the appropriate allocation between a Fund and other Funds of expenses and fees generated in the course of evaluating and making investments often may not be clear. For instance, the appropriate allocation among the Funds of expenses and fees generated in the course of evaluating potential investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by C&C in its good faith discretion. If multiple Funds evaluate a potential investment that is not consummated, C&C generally allocates fees and expenses generated in the course of evaluating such investment among such Funds in a manner it determines to be fair and equitable with respect to the particular circumstances. There may be occasions when one Fund (the “Payor Fund”) pays an expense common to multiple funds (the “Allocated Funds”) (e.g., legal expenses for a transaction in which all such funds participate). On such occasions, each Allocated Fund will reimburse the Payor Fund for its share of such expense, without interest, promptly after the payment is made by the Payor Fund. While highly unlikely, it is possible that one of the Allocated Funds could default on its obligation to reimburse the Payor Fund.

To the extent not allocated to a portfolio company, C&C will allocate fees and expenses incurred in the course of evaluating and making investments that are consummated between Funds in accordance with each Fund’s Governing Documents or, in accordance with C&C’s good faith discretion. C&C will make any corrective allocations and take any mitigating steps if it determines such corrections are necessary or advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Fund for a particular service may not reflect the relative benefit derived by such Fund from that service in any particular instance.

Advance Payment of Fees – Item 5.D

Funds pay fees quarterly, in advance, on the first business day of each calendar quarter of each year. For more information regarding the advance payment of fees by the Funds, please see the Funds’ Governing Documents. If an advisory contract is terminated before the end of the billing period fees that have been prepaid may be refunded on a prorated basis.

Sales Compensation – Item 5.E

C&C does not accept compensation for the sale of securities or other investment products, including sales of interests or units of a Fund to investors, other than Transaction Fees described above.

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

Investments made by C&C on behalf of its Funds typically are subject to a Carried Interest. Specific information with respect to the calculation of the Carried Interest is included in each Fund’s Governing Documents.

Such Carried Interest arrangements generally give C&C an incentive to seek higher returns and take more risk than it would absent such arrangements. Therefore, the foregoing arrangements may present

C&C with a potential conflict of interest. However, C&C will only select investments that it believes are in the best interest of the Funds and consistent with the Funds' investment objectives and strategies.

C&C formed its Distinguished Executives Council (the "DEC") to provide advice and assistance to C&C regarding C&C's activities as the management company for the Funds. This advice and assistance is general in nature but may include (i) advice regarding the management, operation, and affairs of portfolio companies, (ii) advice regarding and assistance in sourcing new investment opportunities for the Funds, and (iii) such other matters on which members of the DEC and C&C may choose to collaborate. The DEC is advisory only. The members of the DEC are not agents of C&C or the Funds and have no authority to bind C&C or the Fund in any manner.

A portion of the compensation received by members of the DEC is in the form of Carried Interest in the Funds. Such compensation is issued to the DEC members out of the Carried Interest issued to Cressey & Company GP LP, Cressey & Company GP V LP and Cressey & Company GP VI LP (collectively, with any entity serving as a general partner of a future Fund, the "GPs"). Each member of the DEC other than Sen. William H. Frist, M.D. receives a total Carried Interest in Fund IV (as defined in Item 10 below) of 0.25%, and receives a total Carried Interest in Fund V (as defined in Item 10 below) of 0.50%. Sen. Frist serves as Chairman of the DEC as part of his responsibilities as a partner in C&C. Accordingly, Sen. Frist does not receive additional Carried Interest for serving on the DEC.

Additionally, Carried Interest causes members of the DEC to receive compensation that varies according to the investments made by the Funds and/or the performance of portfolio companies they may assist or advise, among other things. It is possible that the receipt of Carried Interest could influence the advice or recommendations provided by DEC members and present a potential conflict of interest. C&C believes that the Carried Interest serves instead to align the interests of the DEC members with those of C&C, the GPs, and the Funds. However, these compensation arrangements should be carefully evaluated by investors.

Since certain C&C personnel receive varying percentages of Carried Interest from the Funds, such personnel may be subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage. C&C seeks to address the potential for conflicts of interest in these matters with allocation policies/ practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Fund's investment guidelines and Governing Documents, as well as other factors that do not include the amount of performance-based compensation received by C&C or any personnel.

Types of Clients – Item 7

C&C advises pooled investment vehicles (i.e., the Funds). Investors in Funds generally will be required to satisfy certain securities laws and other suitability requirements and to make a capital commitment or investment of no less than a required minimum amount. The various requirements for investing in a Fund are set forth in the respective Fund's Governing Documents.

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

Methods of Analysis and Investment Strategies

C&C invests using an approach called “target-partner-build.” This strategy entails targeting a limited number of attractive segments, partnering with strong, well-positioned platform businesses, and working closely with partner management teams to accelerate growth through a combination of organic initiatives and acquisitions.

There can be no assurance that the Funds will meet their investment objectives or otherwise be able to successfully carry out their investment program, and therefore, an investment with C&C should be undertaken only by investors whose financial resources are sufficient to enable them to bear the loss of all or part of their investment. See “Risks.” below.

For more information regarding C&C’s investment strategies, please see the respective Fund’s Governing Documents.

Risks

Descriptions of the risks associated with each investment and with C&C’s investment program are described in detail in the respective Fund’s Governing Documents. Such risks include, but are not limited to, the following:

- *Business Risks; Projections.* A Fund’s investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by each company’s management team. In all cases, projections are only estimates of future results that are based upon assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

- *Future and Past Performance.* The performance of the prior investments by members of the C&C investment team is not necessarily indicative of a Fund’s future results. While C&C intends for the Funds to make investments that have estimated returns commensurate with the expected risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. With respect to any of the Funds’ investments, loss of principal will be possible.
- *Unspecified Use of Proceeds.* Investors must rely upon the ability of C&C to identify, structure and implement investments consistent with a Fund’s investment objectives and policies. Investors in a Fund will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments in which the proceeds from drawdowns of capital commitments will be invested and, accordingly, will be dependent upon the judgment and ability of C&C in investing and managing the capital of a Fund.

- *Changes in Environment.* A Fund's investment program is intended to extend over a period of years, during which the business, economic, political, regulatory, and technology environment within which a Fund operates may undergo substantial changes. Interest rates, general levels of economic activity, the price of securities and participation by other investors in the financial markets may affect the value and number of investments made by a Fund or considered for prospective investment. Instability in the securities markets may also increase the risks inherent in investments. Legal and regulatory changes could occur during the term of a Fund that may adversely affect a Fund.
- *Investment in Junior Securities.* The securities in which a Fund will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund's investment once made.
- *Investments in Pass-Through Entities.* As more and more businesses are organized as limited liability companies, it is possible that a Fund's investment portfolio may include one or more such entities, which may be treated as "pass-through entities" for U.S. federal income tax purposes. A Fund's investment in an entity which is treated as a pass-through entity could result in: (a) the generation of taxable income for C&C, a Fund and its investors, even though they will not necessarily receive the cash flow related to such taxable income, (b) the generation of additional unrelated business taxable income for tax-exempt investors that invest directly in a Fund, and (c) the treatment of a Fund (and therefore its investors, including investors that are domiciled outside the United States that invest directly in the Fund) as being engaged in the conduct of a United States trade or business.
- *Concentration of Investments.* A Fund will participate in a limited number of investments and intends to make most of its investments in one industry or one industry segment or within a short period of time. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may substantially affect its aggregate return. The Funds will typically focus on investments in healthcare companies. Instability, fluctuation or an overall decline within the healthcare industries will likely not be balanced by investments in other industries not so affected. In the event that the healthcare sector as a whole declines, returns to limited partners may decrease. Furthermore, to the extent that the capital raised is less than the targeted amount, a Fund may invest in fewer portfolio companies and thus be less diversified. In circumstances where C&C intends to refinance all or a portion of the capital invested in a transaction, there will be a risk that such refinancing may not be completed, which could lead to increased risk as a result of a Fund having an unintended long-term investment as to a portion of the amount invested and/or reduced diversification.
- *Valuation of Assets.* There is not expected to be an actively traded market for most of a Fund's investments. When estimating fair market value, C&C will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing investments 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 investments and may differ from the

prices at which such investments ultimately may be sold. C&C's discretion in respect of such valuations may give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of the Advisory Fees.

- *C&C Resources Group.* C&C may have formal arrangements with members of the C&C Resources Group that may be terminable upon notice by either party or it may have informal arrangements with such persons, in each case with respect to particular portfolio companies or services. C&C and certain Funds also have ongoing formal arrangements with certain members of the C&C Resources Group unrelated to any particular portfolio company or prospective portfolio company, and services provided to C&C for its benefit by the C&C Resources Group are paid for by C&C. The nature of each relationship and time devotion requirements will vary significantly among the C&C Resources Group members. There can be no assurance that any of the C&C Resources Group members will maintain their anticipated time commitment or continue to serve in such capacities with respect to the Funds and the portfolio companies and/or that C&C will be able to procure additional C&C Resources Group members in the future. While in certain cases portfolio companies are expected to be able to choose whether to utilize the C&C Resources Group, C&C may in certain circumstances determine it would be appropriate for a C&C Resources Group member to work with a portfolio company. C&C may have incentives to encourage portfolio companies to utilize the C&C Resources Group rather than third parties, including due to C&C's existing relationships with the C&C Resources Group, base compensation already paid to C&C Resources Group members by one or more Funds and minimal annual compensation guarantees to C&C Resources Group members made by C&C.
- *Cybersecurity Risk.* C&C, the Funds' service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Funds and their investors, despite the efforts of C&C and the Funds' service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Fund and its investors. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of C&C, the Funds' service providers, counterparties or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of C&C's systems to disclose sensitive information in order to gain access to C&C's data or that of the Funds' investors. A successful penetration or circumvention of the security of C&C's systems could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Funds, C&C or their service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss. In addition, C&C 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.

Similar types of operational and technology risks are also present for the companies in which the Funds invests, which could have material adverse consequences for such companies, and may cause the Funds' investments to lose value.

- *Lack of Sufficient Investment Opportunities.* The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, limited partners will be required to bear Advisory Fees through a Fund during the investment period and potentially thereafter based on the entire amount of (or a portion of) the limited partners' commitments and other expenses as set forth in the Partnership Agreement.
- *Illiquidity; Lack of Current Distributions.* An investment in a Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including the Advisory Fee payable to C&C) may exceed its income, thereby requiring that the difference be paid from such Fund's capital, including unfunded commitments.
- *Restricted Nature of Investment Positions.* Generally, there will be no readily available market for a Fund's investments, and hence, most of such Fund's investments will be difficult to value. Certain investments may be distributed in-kind to the partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to the partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the Partnership Agreement, including the value used to determine the amount of Carried Interest available to C&C with respect to such investment.
- *Ability to Successfully Exit Investments.* The ability of a Fund to achieve successful and profitable exits of its portfolio investments may be impacted by a number of factors prevailing at the time, including general economic conditions, interest rates, availability of capital, interest levels of strategic and financial buyers and cyclical trends. It is difficult to predict with any certainty whether there will be a ready and willing market of buyers for any particular portfolio company at the time a Fund seeks a realization.
- *Need for Follow-On Investments.* Following its initial investment in a given portfolio company, a Fund may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure

under applicable debt documents or for other reasons). There is no assurance that a Fund will make follow-on investments or that a Fund will have sufficient funds to make all or any of such investments. Any decision by a Fund not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its participation in a successful portfolio company or the dilution of a Fund's ownership in a portfolio company if a third party invests in such portfolio company.

- *Non-U.S. Investments.* A Fund may invest in portfolio companies that are organized or headquartered or have substantial sales or operations outside of the United States, its territories, and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of a Fund), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on a Fund and/or the partners with respect to a Fund's income, and possible non-U.S. tax return filing requirements for a Fund and/or the partners.

Additional risks of non-U.S. investments include: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

- *Leveraged Investments.* A Fund may make use of leverage by having a portfolio company incur debt to finance a portion of its investment in such portfolio company, including in respect of companies not rated by credit agencies. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of a Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, such

Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which such Fund will invest generally will not be rated by a credit rating agency.

A Fund may also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt) or otherwise be liable therefor, and in such situations, it is not expected that such Fund would be compensated for providing such guarantee or exposure to such liability. The use of leverage by a Fund also will result in interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. A Fund may incur leverage on a joint and several basis with one or more other investment funds and entities managed by C&C or any of its affiliates and may have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts may be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund.

- *Subscription Lines.* A Fund may enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments). Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of C&C's right to call capital from the limited partners, limited partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in incremental partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment and negotiation of the terms of the borrowing facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the Governing Documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation.

A credit agreement may contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, a subscription line may impose restrictions on C&C's ability to consent to the transfer of a limited partner's interest in the Fund. In addition, in order to secure a subscription line, C&C may request certain financial information and other documentation from limited partners to share with lenders. C&C will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows C&C to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the C&C called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. A Fund may also utilize Fund-level borrowing when C&C expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

- *Public Company Holdings.* A Fund's investment portfolio may contain securities and debt issued by publicly held companies. Such investments may subject the Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of a Fund to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the Principals, and increased costs associated with each of the aforementioned risks.

- *Financial Market Fluctuations.* General fluctuations in the market prices of securities and economic conditions generally, particularly of the type experienced since 2008, may reduce the availability of attractive investment opportunities for a Fund and may affect its ability to make investments and the value of the investments held by a Fund. Instability in the securities markets and economic conditions generally may also increase the risks inherent in a Fund's investments. Moreover, it remains unknown whether governmental measures undertaken in response to the market turmoil that began in 2008 (whether such measures are regulatory or financial in nature) will ultimately have a positive or negative effect on market conditions. 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 a Fund will be able to exit from its 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 a Fund to sell these securities when C&C believes it is most advantageous to do so, or without adversely affecting the stock price. Renewed volatility in the financial sector may have an adverse material effect on the ability of a Fund to buy, sell and partially dispose of its portfolio company investments. A Fund may be adversely affected to the extent that it seeks to dispose of any of its portfolio investments into an illiquid or volatile market, and a Fund may find itself unable to dispose of investments at prices that C&C believes reflect the fair value of such investments. The duration and ultimate effect of current market conditions

and whether such 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. A Fund's portfolio companies may depend the availability of capital financed from third parties and to the extent such capital is not available, 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.

- *Healthcare Regulation, Reimbursement and Reform.* Various segments of the healthcare industry are (or may become) (i) highly regulated at both the state and federal levels in the United States and internationally, (ii) subject to frequent regulatory change and (iii) dependent upon various government or private insurance reimbursement programs. While the Funds intend to make investments in companies that comply with relevant laws and regulations, certain aspects of these laws and regulations may not have been subject to judicial or regulatory interpretation. An adverse review or determination by any one of such authorities, or an adverse change in the regulatory requirements or reimbursement programs, could have a material adverse effect on the operations of the companies in which a Fund invests. The extensive government regulation of the healthcare industry creates additional uncertainty and risks for a Fund. Obtaining government approval when required is a lengthy and expensive process with an uncertain outcome. Portfolio companies may be unable to obtain necessary regulatory approvals on a timely basis, if at all, for any of the services they propose to render or products they are developing, and the failure to obtain regulatory approval could have a material, adverse effect on the success of the portfolio companies. Moreover, the current regulatory framework may change or additional regulations may arise at any stage during the lifecycle of a portfolio company, which may affect the company's ability to obtain approval of its products. The Patient Protection and Affordable Care Act (as amended by the Health Care and Education Affordability Reconciliation Act and otherwise, the "ACA") is expected to substantially change the way healthcare is financed by both governmental and private payors. The ACA provides for changes to extend medical benefits to those who currently lack insurance coverage, encourages improvements in the quality of healthcare items and services, and significantly impacts the U.S. medical industry in a number of ways. By extending coverage to a larger population, the ACA may substantially change the structure of the health insurance system and the methodology for reimbursing medical services, drugs and devices. These structural changes could entail modifications to the existing system of private payors and government programs, such as Medicare, Medicaid and State Children's Health Insurance Program, as well as the creation of a government-sponsored healthcare insurance source, or some combination of both. Such restructuring of the coverage of medical care in the U.S. could impact the extent of reimbursement for medical products and services. In addition, both the federal and state governmental authorities in the U.S. continue to propose and pass new legislation affecting coverage and reimbursement policies, which are designed to contain or reduce the cost of healthcare. There may be future changes that result in reductions in current coverage and reimbursement levels for current and future products and services, and C&C cannot predict the scope of any future changes or the impact that those changes or the ACA would have on the operations or potential profitability of any of a Fund's portfolio companies. Any of these changes could negatively affect the future revenues and potential profitability of a Fund's portfolio companies. Healthcare systems outside of the United States are also

subject to significant change. It is not clear at this time what changes, if any, will occur and what effect such proposals would have on the healthcare industry.

- *Healthcare Research and Innovation.* The healthcare industry spends heavily on research and development. Research findings (e.g., regarding side effects or comparative benefits of one or more particular treatments, services or products) and technological innovation (together with patent expirations) may make any particular treatment, service or product less attractive if previously unknown or underappreciated risks are revealed, or if a more effective, less costly or less risky solution is or becomes available. Any such development could have a material adverse effect on the companies in which a Fund invests.
- *Dependence on Patents, Trademarks and Other Intellectual Property.* Many companies in the healthcare industry depend heavily on intellectual property rights, including patents, trademarks and service marks. The ability to effectively enforce patent, trademark and other intellectual property laws will affect the value of many of these companies. Patent disputes are frequent and can preclude commercialization of products, and patent litigation is costly and could subject a portfolio company to significant liabilities to third parties. The presence of patents or other proprietary rights belonging to other parties may lead to the termination of the research and development of a portfolio company's particular product.
- *Hedging Arrangements; Related Regulations.* C&C may (but is not obligated to) endeavor to manage a Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. A Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In some cases, particularly in OTC contexts, hedging arrangements will subject a Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose a Fund to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements may create for C&C and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (the "CFTC") or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements.
- *Material Non-Public Information; Other Regulatory Restrictions.* As a result of the operations of C&C and its affiliates, C&C frequently comes into possession of confidential or material non-public information. Therefore, C&C and its affiliates may have access to material non-public information that may be relevant to an investment decision to be made by a Fund. Consequently, such Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to

it, may have been undertaken on account of applicable securities laws or C&C's internal policies. Due to these restrictions, such Fund may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent C&C or the Funds from entering into transactions with certain individuals or jurisdictions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions may prohibit transactions with or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time to time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the United States Department of Justice and other U.S. and non-U.S. regulators and governmental bodies to challenge, impose conditions on or reject certain transactions. In certain circumstances, antitrust restrictions relating to one Fund's acquisition of a portfolio company may preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

As a result of any of the foregoing, a Fund may be adversely affected because of C&C's inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Fund from pursuing investment opportunities, require the sale of part or all of certain portfolio companies on a timeline or in a manner deemed undesirable by C&C or may limit the ability of one or more portfolio companies from conducting their intended business in whole or in part. Consequently, there can be no assurance that any Fund will be able to participate in all potential investment opportunities that fall within its investment objectives.

- *Adverse Consequences of Ownership of Controlling Interests in Portfolio Companies.* It is expected that in certain circumstances, a Fund will own a controlling percentage of the common equity of companies which, depending upon the amount of equity owned by a Fund, contractual arrangements between the company and a Fund, 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 a Fund. In addition, because of its equity ownership, representation on the board of directors and/or contractual rights, a Fund may often be thought to control, participate in the management of or influence the conduct of its companies. This could expose the assets of a Fund to claims by a company, its other security holders, its creditors or governmental agencies.
- *Dynamic Investment Strategy.* While C&C generally intends to seek attractive returns for a Fund primarily through making private equity investments as described in the applicable Governing Documents, C&C may pursue additional investment strategies and may modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. C&C may pursue investments outside of the

industries and sectors in which the principals of C&C have previously made investments or have internal operational experience.

- *Growth Equity Transactions.* A Fund may target growth-equity investments. While growth-equity investments offer the opportunity for significant capital gains, such investments may involve a higher degree of business and financial risk that can result in substantial or total loss. Growth-equity portfolio companies may operate at a loss or with substantial variations in operating results from period to period, and many will need substantial additional capital to support additional research and development activities or expansion, to achieve or maintain a competitive position, and/or to expand or develop management resources. Growth-equity portfolio companies may face intense competition, including from companies with greater financial resources, better brand recognition, more extensive development, marketing and service capabilities and a larger number of qualified managerial and technical personnel.
- *Contingent Liabilities Upon Disposition.* In connection with the disposition of an investment, a Fund and C&C may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, e.g., about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by a Fund and, ultimately, its investors.
- *Tax Reform Risks.* President Trump signed into law a broad-based reform of the Internal Revenue Code of 1986, as amended (the "Code") 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 Funds 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 C&C'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 C&C to incentivize, attract and retain these professionals, which may have an adverse effect on C&C's ability to achieve the investment objectives of the Funds. In addition, this can create a conflict of interest as the tax position of the C&C may differ from the tax positions of the Funds and/or the investors and therefore, these rules may have an additional impact on the investment decisions made by the Funds, 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 C&C an incentive to cause a Fund 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.

- *Risks Related to Conflicts of Interest.* C&C engages in a broad range of activities, including investment activities for its own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to funds and portfolio companies. In the ordinary course of conducting its activities, the interests of a Fund may conflict with the interests of C&C or other Funds. In addition, certain conflicts may arise due to the fact that certain members of the C&C team were involved in sourcing or managing Thoma Cressey Fund VI, L.P., Thoma Cressey Fund VII, L.P. and Thoma Cressey Fund VIII, L.P. (collectively, the “TCEP/TCB Funds”), and continue to be involved in the management of TCEP/TCB Funds. Certain of these conflicts of interest, as well a description of how C&C addresses such conflicts of interest, are discussed in Item 11.

Disciplinary Information – Item 9

There have been no criminal or civil actions or administrative or self-regulatory organization proceedings involving C&C or its management persons within the last ten years that are material to a client’s or prospective client’s (or investor’s) evaluation of C&C’s advisory business or the integrity of its management, and that are required to be reported pursuant to the rules of the SEC.

Other Financial Industry Activities and Affiliations – Item 10

Relationships or Arrangements with Related Persons – 10.C

C&C has no relationships or arrangements that are material to its advisory business or to its clients with related persons except as described below.

Investment Company or Other Pooled Investment Vehicle – 10.C.2

C&C acts as an investment manager to the Funds. Such Funds may be organized as limited partnerships whose general partners are affiliates of C&C. Such affiliated general partners generally will receive the Carried Interest from the Funds. The terms of such arrangements are set forth in each Fund’s Governing Documents.

C&C manages eleven closed-ended Funds, the details of which are set forth below. Additional Funds (whether closed-ended or open-ended, and registered or exempt under the securities laws) may be organized, offered, and managed from time to time. See also “Performance-Based Fees and Side-by-Side Management – Item 6,” above, and “Conflicts of Interest – Item 11,” below, for a discussion of associated conflicts of interest.

Cressey & Company Fund IV LP (“Fund IV”), is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$213,170,133 in assets under management as of December 31, 2018. Fund IV is organized as a Delaware limited partnership.

CCIV GCD AIV LP (the “GCDAIV”) is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund IV and through which certain of

the limited partners of Fund IV have elected to make their share of an investment that would otherwise have been made through Fund IV. GCDAIV is organized as a Delaware limited partnership with \$9,539,895 in assets under management as of December 31, 2018.

CC PF AIV LP (the “PFAIV”) is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund V and through which certain of the limited partners of Fund V have elected to make their share of an investment that would otherwise have been made through Fund V. PFAIV is organized as a Delaware limited partnership with \$120,113,346 in assets under management as of December 31, 2018.

Cressey & Company Fund V LP (“Fund V”) is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$407,986,811 in assets under management as of December 31, 2018. Fund V is organized as a Delaware limited partnership.

Cressey & Company Friends Fund V LP (“Friends Fund V”) is a parallel fund to Fund V in which only investors who are individuals, including individuals who may not be “qualified purchasers,” as such term is defined under the Investment Company Act of 1940, as amended, or which are estate planning vehicles for individuals and families, may invest, with \$21,724,395 in assets under management as of December 31, 2018. Friends Fund V is organized as a Delaware limited partnership.

CCSL AIV, LP (the “SL AIV”) is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund V and through which certain of the limited partners of Fund V have elected to make their share of an investment that would otherwise have been made through Fund V. SL AIV is organized as a Delaware limited partnership with \$80,873,048 in assets under management as of December 31, 2018.

PPV AIV, LP (the “PPV AIV”) is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund V and through which certain of the limited partners of Fund V have elected to make their share of an investment that would otherwise have been made through Fund V. PPV AIV is organized as a Delaware limited partnership with \$37,424,536 in assets under management as of December 31, 2018.

Cressey & Company Fund VI LP (“Fund VI”) is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$652,363,508 in assets under management as of December 31, 2018. Fund VI is organized as a Delaware limited partnership.

Cressey & Company Fund VI-A LP (“Fund VI-A”) is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$438,594,266 in assets under management as of December 31, 2018. Fund VI-A is organized as a Delaware limited partnership.

Cressey & Company Overage Fund VI LP (“Overage Fund VI”) is a middle-market private investment fund formed to invest alongside Fund VI in certain investments that require equity in excess of the appropriate allocation for Fund VI, with \$56,400,000 in assets under management as of December 31, 2018. Overage Fund VI is organized as a Delaware limited partnership.

Cressey & Company Overage Fund VI-A LP (“Overage Fund VI-A”) is a middle-market private investment fund formed to invest alongside Fund VI-A in certain investments that require equity in

excess of the appropriate allocation for Fund VI, with \$48,600,000 in assets under management as of December 31, 2018. Overage Fund VI-A is organized as a Delaware limited partnership.

Sponsor or Syndicator of Limited Partnerships – 10.C.11

See “Investment Company or Other Pooled Investment Vehicles,” above.

Recommended or Selected Investment Advisers – Item 10.D

C&C does not recommend or select other investment advisers for its clients.

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

Description of Code of Ethics

C&C has adopted a Code of Ethics (the “Code”), pursuant to the rules under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Code confirms C&C’s fiduciary responsibilities to its clients. The Code states that C&C’s personnel (“C&C Personnel”) must conduct their personal securities transactions in a manner that does not interfere or appear to interfere with any client transactions or otherwise take unfair advantage of their relationship with C&C. The Code contains provisions placing restrictions of C&C Personnel’s ability to engage in personal securities transactions and requires reporting by C&C Personnel of their personal securities holdings and transactions to C&C’s Chief Compliance Officer. C&C provides its Code to any existing or prospective client upon request to David Lourie at dlourie@cresseyco.com.

Conflicts of Interest

As noted in Item 8, actual or potential conflicts of interest may arise. C&C will attempt to resolve any conflicts of interest by exercising its good faith judgment considering all factors it deems relevant, including the interests of the applicable Funds with respect to the immediate issue and/or with respect to their longer-term courses of dealing, but in its sole discretion.

Conflicts Relating to Allocation of Investment Opportunities

C&C manages multiple investment vehicles that have investment objectives similar to each other. C&C expects that it will in the future establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the Funds. Allocation of available investment opportunities between a Fund and any other Fund, and between a Fund and the TCEP/TCB Funds, could give rise to conflicts of interest.

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

- the Funds;
- co-investors acting as “co-sponsors” with C&C with respect to a particular transaction; and

- any co-investment vehicles that have been formed to invest alongside with any Fund in particular transactions entered into by such fund(s) (the investors in such co-investment vehicles may include employees, business associates and other “friends and family” of C&C or its personnel; individuals and entities that are also investors in one or more Funds; and/or individuals and entities that are not investors in any Funds).

C&C will first determine whether the Funds will participate in an investment opportunity. C&C assesses whether an investment opportunity is appropriate for the Funds based on the Funds’ investment objectives, strategies and structure. Prior to making any allocation to a Fund of an investment opportunity, C&C determines what additional factors may restrict or limit the offering of an investment opportunity to the Fund(s). Possible restrictions include, but are not limited to, any contractual obligations to offer an opportunity to a Fund pursuant to such Fund’s Partnership Agreement, whether such opportunity is related to an investment previously made by another Fund or TCEP/TCB Fund (e.g., a follow-on investment in a portfolio company in which another Fund or TCEP/TCB Fund has previously invested), legal or regulatory factors that would exclude a particular Fund from participating in an opportunity, and size of the potential investment.

Once the Funds that will participate in a particular investment have been identified, C&C, in its discretion, decides how to allocate such investment opportunity among the identified Funds. In allocating such investment opportunity, C&C may consider some or all of a wide range of factors, which may include, but are not necessarily limited to, each Fund’s investment objectives and investment focus, transaction sourcing, amount of a Fund’s available capital, suitability as a follow-on investment for a current portfolio company of a Fund, any ramp-up period of a newly established Fund, and any other relevant limitations imposed or conditions set forth in the applicable Governing Documents of each Fund.

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

Once C&C has determined that a Fund will participate in a particular opportunity, C&C will next determine if the amount of an investment opportunity exceeds the amount C&C determines would be appropriate for a Fund (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 C&C and/or the Funds or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by C&C in the best interest of the applicable Fund), and any such excess may be offered to one or more co-investors pursuant to the procedures included in such Fund’s Governing Documents. Subject to the investment allocation requirements set forth in a Fund’s Governing Documents, in general, (i) no investor in a Fund has a right to participate in any co-investment opportunity and investing in a Fund 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 C&C or its related persons or other participants in the applicable transactions, such as co-sponsors, (iii) co-investment opportunities may, and typically will, be offered to some and not other investors in a Fund, in the sole discretion of C&C and investors may be offered a smaller amount of co-investment opportunities than originally requested, (iv) certain persons other than investors in a Fund (e.g., consultants, joint venture partners, persons

associated with a portfolio company and other third parties) rather than one or more investors in a Fund, will, from time to time likely be offered co-investment opportunities, in the sole discretion of C&C, and (v) co-investors will generally purchase their interests in a portfolio company at the same time as a Fund or may purchase their interests from a Fund after a Fund has consummated its investment in the portfolio company (also known as a post-closing sell down or transfer). C&C may further permit employees or partners of C&C to purchase for their own account up to 1% of the aggregate amount of any securities of a portfolio company otherwise available for purchase (or such other amount as permitted by the applicable Fund's Governing Documents). Additionally, non-binding acknowledgements of interest in co-investment opportunities do not require C&C to notify the recipients of such acknowledgements if there is a co-investment opportunity.

C&C's exercise of its discretion in allocating investment opportunities among investors in a Fund and third parties may not, and often will not, result in proportional allocations among such persons, and such allocations often will be more or less advantageous to some such persons relative to other such persons. For example, C&C may be incentivized to offer a co-investment opportunity to certain persons over others based on its economic arrangement with such persons. While C&C will determine how to allocate investment opportunities in good faith, considering such factors as it deems relevant (including, but not limited to, whether the co-investor may invest in future funds sponsored by C&C, C&C's perception of past experiences and relationships with the potential co-investor, C&C's expectations regarding the 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), the level of demand for participation in such co-investment opportunity, C&C'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, C&C's evaluation of the size and financial resources of the potential co-investor, and C&C's evaluation of whether the profile or characteristics of the potential co-investor may have an impact on the viability or terms of the proposed investment opportunity), but in its sole discretion, there can be no assurance that the 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 C&C is subject, discussed herein, did not exist. C&C may also agree with certain investors via side letters or other agreements to provide certain terms with respect to co-investments that might be more favorable than terms provided to other co-investors.

In addition, principal executive officers and other personnel of C&C invest directly and indirectly in Funds and therefore participate indirectly in investments made by the Funds in which they invest. Such interests will vary Fund by Fund. The existence of these varying circumstances may present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Fund.

In the event that C&C determines to offer an investment opportunity to potential co-investors, there can be no assurance that C&C 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 a Fund or that expenses incurred by a Fund 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 Fund

and as a result, may take a different view from C&C as to appropriate strategy for an investment or may be in a position to take a contrary action to a Fund's investment objective. In the event that C&C is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, a Fund may consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto.

Conflicts Related to Secondary Transfers

In addition, to the extent C&C has discretion over a secondary transfer of interests in a Fund pursuant to such Fund's Governing Documents, or is asked to identify potential purchasers in a secondary transfer, C&C will do so in its sole discretion, generally taking into account the following factors: C&C's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations; C&C's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationship that may provide indirectly longer-term benefits (including strategic, sourcing or similar benefits) to current or future Funds and/or C&C; C&C's expectations regarding the amount of negotiations required in connection with a potential purchaser's investment; whether the potential purchaser would subject C&C, the applicable Fund, or their affiliates to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens; requirements in such Fund's Governing Documents; and such other facts as C&C deems appropriate under the circumstances in exercising such discretion. A purchaser's potential investment into another Fund (including any commitment to a future fund) may be considered, but will not be the sole determining factor considered by C&C in determining whether to grant or withhold its consent to a secondary transfer of interests in a Fund.

Conflicts Related to Purchases and Sales

Conflicts may arise when a Fund makes investments in conjunction with an investment being made by other Funds, or in a transaction where another Fund or a TCEP/TCB Fund has already made an investment. Investment opportunities are, from time to time, appropriate for the Funds at the same, different or overlapping levels of a portfolio company's capital structure. Conflicts may arise in determining the terms of investments, particularly where these Funds may invest in different types of securities in a single portfolio company. Questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring may raise conflicts of interest, particularly in Funds that have invested in different securities within the same portfolio company. A Fund may invest in bank debt and securities of companies in which another Fund or TCEP/TCB Fund hold securities, including equity securities. In the event that such investments are made by a Fund, the interests of a Fund may be in conflict with the interest of such other Fund, particularly in circumstances where 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, a Fund may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. In addition, a conflict may arise in allocating an investment opportunity if the potential investment target could be acquired by either a Fund or a portfolio company of a Fund or TCEP/TCB Fund. Investments by more than one Fund in a portfolio company will also raise the risk of using assets of a Fund to

support positions taken by other Funds, or that a Fund may remain passive in a situation in which it is entitled to vote. C&C may also express inconsistent or contrary views of commonly held investments or of market conditions more generally. Employees and related persons of C&C and its affiliates have made or may make capital investments in or alongside certain Funds or TCEP/TCB Funds, and therefore may have additional conflicting interests in connection with these investments. In addition, officers, principals and employees may buy securities in transactions offered to but rejected by Funds. A conflict of interest may arise because such investing personnel will, for some investments, benefit from the evaluation, investigation, and due diligence undertaken by C&C on behalf of the Fund. In such circumstances, the investing personnel will share or reimburse the relevant Fund(s) and/or C&C for any expenses incurred in connection with the investment opportunity in a manner determined by C&C to be fair and equitable. In addition, officers and employees may also buy securities in other investment vehicles (including private equity funds, hedge funds, real estate funds and other similar investment vehicles) which may include potential competitors of the Funds. The transactions described above are subject to the policies and procedures set forth in C&C's Code of Ethics and investors will not benefit from any such investments. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Funds. If officers, principals and employees of C&C have made large capital investments in or alongside the Funds they will have conflicting interests with respect to these investments. While the significant interests of the officers and employees of C&C generally aligns the interest of such persons with the Funds, such persons may have differing interests from the Fund with respect to such investments (for example, with respect to the availability and timing of liquidity). There can be no assurance that the return of a Fund would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

A Fund may invest in opportunities that other Funds have declined, and likewise, a Fund may decline to invest in opportunities in which other Funds have invested.

From time to time C&C may, in its discretion, enter into transactions with investors in one or more Funds or TCEP/TCB Funds to dispose of all or a portion of certain investments held by one or more Funds or TCEP/TCB Funds. In exercising its discretion to select the purchaser(s) of such investments, C&C may consider some or all of the factors listed above under "Conflicts Relating to Allocation of Investment Opportunities."

In certain cases, C&C may cause a Fund to purchase investments from another Fund or a TCEP/TCB Fund, or it may cause a Fund to sell investments to another Fund or a TCEP/TCB Fund. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Fund may not receive the best price otherwise possible, or C&C might have an incentive to improve the performance of one fund by selling underperforming assets to another fund in order, for example, to earn fees. Additionally, in connection with such transactions, C&C, its affiliates and/or their professionals (i) will generally have significant investments, or intentions to invest, in the Fund that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). C&C and its affiliates will generally receive Advisory Fees or other fees in connection with their management of the relevant Funds involved in such a transaction, and generally are entitled to share in the investment profits of the relevant Funds.

To address conflicts arising from such purchases and sales, a Fund's Governing Documents may require certain approval of certain transactions in which a Fund invests in an existing portfolio company of another Fund or TCEP/TCB Fund or purchases an investment from another Fund or

TCEP/TCB Fund. Receipt of any such approval shall satisfy C&C's good faith requirement, and any other applicable duty to a Fund or its investors.

The Funds will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Fund 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 Funds will also enter into limited guarantee arrangements whereby, subject to any applicable documentation, a Fund 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 Fund are generally obligated to pay their proportionate share of the equity purchase price and/or the reverse termination fee (whether pursuant to the applicable Funds' 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 Fund would be held responsible for the entire equity purchase price or reverse termination fee, as applicable.

The Funds, 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 Fund, or that the third-party may be in a position to take actions that are inconsistent with the investment objectives of the Funds. There may also be instances where the Funds will be liable for the actions of such third-party co-investors. There can be no assurance that the return of a Fund participating in a transaction with a third party would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

Conflicts Relating to Services Provided to Portfolio Companies

C&C receives certain fees and reimbursements from actual or prospective portfolio companies or other investment vehicles of a Fund and the opportunity to earn these fees and receive these reimbursements creates a conflict of interest between C&C, on the one hand, and a Fund and its investors, on the other hand, because the amounts of such fees and reimbursements may be substantial, a Fund and its investors do not have an interest in C&C and the rights of a Fund and its investors to these fees and reimbursements is limited to the sharing arrangements described above. C&C will determine, in good faith but in its discretion, the cost of obtaining services similar to the management, advisory and similar services it provides to portfolio companies of a Fund. Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by C&C, are reimbursed by a Fund and/or its portfolio companies, C&C may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

Employees of C&C may often serve as directors of portfolio companies. While conflicts of interest may arise in the event that such employee's fiduciary duties as a director conflicts with those of the Fund, it is expected that the interests will be aligned. Additionally, such employees (other than members of the C&C Resources Group as described below) are required to remit any remuneration they may receive as directors to the applicable Funds as described in Item 5 above. Decisions made by a director may subject C&C, its affiliates or the Funds to claims they would not otherwise be

subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims.

In addition, as described above, portfolio companies and/or the Funds typically pay fees to certain consultants, operating partners and other persons who provide specialized services and consulting services to one or more portfolio companies of a Fund or sourcing or pre-acquisition diligence services to a Fund (the “C&C Resources Group”). Specific terms relating to the compensation and utilization of the C&C Resources Group differ among the funds (see each Fund’s Governing Documents). Members of the C&C Resources Group typically are retained by C&C (or an affiliate) on behalf of a Fund or portfolio company. Persons designated as members of the C&C Resources Group by C&C include (or are expected to include) third-party consultants, “strategic partners,” “executive partners,” “senior advisors,” employees of C&C or its affiliates and such other persons as it may designate from time to time as C&C Resources Group members in its discretion and subject to applicable provisions of a Fund’s Governing Documents. Additionally, C&C is permitted to designate certain employees of C&C or its affiliates from time to time (permanently or on a temporary basis) as a member of the C&C Resources Group to the extent such persons are acting in a non-investment capacity (as determined by the relevant general partner in its good faith discretion) and such persons may also split their time as a member of the C&C Resources Group and as an investment professional of C&C or its affiliates. While no partner of C&C is currently a member of the C&C Resources Group, C&C partners have in the past been (and may again in the future be) members of the C&C Resources Group. Members of the C&C Resources Group from time to time are expected to provide manufacturing, sales, marketing, technology, human resources, acquisition integration/rationalization and/or other operations services, acquisition or other due diligence or similar services permitted by the applicable Fund’s Governing Documents (the “C&C Resources Group Services”) to Funds, any alternative investment vehicle or any portfolio company or prospective portfolio company. As permitted under a Fund’s Governing Documents, the fees and expenses relating to the C&C Resources Group Services generally will be paid and/or reimbursed by applicable portfolio companies or a Fund, and as further described in each Fund’s Governing Documents, such fees and expenses generally do not offset or reduce such Fund’s Advisory Fee.

Compensation paid to members of the C&C Resources Group may include cash fees, profits or equity interests in a portfolio company, a share of proceeds upon sale of a portfolio company and/or other incentive-based compensation, which typically is determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the C&C Resources Group member, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company and/or a percentage of cash flows from such company. Additionally, portfolio companies may provide opportunities for C&C Resources Group members to invest in such portfolio company and reimburse costs and expenses incurred by such members. A C&C Resources Group member also may receive remuneration from C&C (or an affiliate) and/or a Fund or affiliates and/or be entitled to other forms of compensation, including equity grants in portfolio companies. Such investment opportunities, reimbursements and other compensation paid to a C&C Resources Group member will not offset a Fund’s Advisory Fee. The amount of compensation paid to the C&C Resources Group for C&C Resources Group Services will be determined at the discretion of C&C taking into account the particular services and such other factors as C&C in its sole discretion determines are reasonable under the circumstances in accordance with the applicable Fund’s Governing Documents (for the avoidance of doubt, such compensation may be greater than or less than amounts charged by other providers for comparable services). C&C’s determination as to the categorization and allocation is a C&C Resources Group Service, the

categorization of any fees and expenses and the allocation of such fees and expenses shall be binding on a Fund and its investors. The permitted C&C Resources Group Services or the maximum C&C Resources Group compensation may vary by Fund, which could create conflicts of interest for C&C in determining how to best allocate the time and services of C&C Resources Group members.

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 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 C&C’s management of the Funds, C&C and its affiliates may engage in principal transactions. C&C 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 Fund(s) regarding any proposed principal transactions and that any required prior consent to the transaction be received.

Conflicting Interests of Investors

A Fund is likely to have a diverse range of investors that may have conflicting interests stemming from differences in investment preferences, tax status and regulatory status. C&C will consider the objectives of a Fund and its investors as a whole when making investment decisions with respect to the selection, structuring and sale of portfolio investments. However, such decisions may be more beneficial for one investor than for another investor.

Side Letter Agreements; Advisory Committee Rights

A Fund or C&C often enters into side letter arrangements with one or more of its investors providing such investors with different or preferential rights or terms, including but not limited to different or preferential information and reporting rights, waiver of certain confidentiality obligations, economics, fees, liquidity or transfer rights, excuse or exclusion rights, co-investment rights and certain rights or terms necessary in light of particular legal, regulatory or policy requirements of a particular investor. Such side letter arrangements may also have the effect of altering, or supplementing the terms of, a Fund’s Governing Documents. The terms contained in a side letter arrangement or similar arrangement with one or more investors in a Fund shall govern with respect to such investors notwithstanding the provisions of the Fund’s Governing Documents. Except to the extent required by a Fund’s Governing Documents, C&C generally does not have an obligation to disclose the existence of such arrangements to a Fund’s investors.

Generally, each Fund has 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 interests with respect to C&C and the applicable Fund, which could be disadvantageous to the investors, including those investors who do not designate a member to the advisory committee. Certain members of a Fund’s 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 such advisory committee.

Certain members of a Fund's advisory committee are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in another Fund. In such instances, a conflict of interest exists because the 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.

Business with Portfolio Companies and Investors

Given the collaborative nature of C&C business and the portfolio companies in which the Funds have invested, there are often situations where C&C is in the position of recommending the services of a portfolio company to other portfolio companies, which may involve fees, commissions, servicing payments and/or discounts to C&C, an affiliate, or a portfolio company. C&C may have a conflict of interest in making such recommendations, in that C&C has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Funds, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Funds. The benefits received by a portfolio company providing a service may be greater than those received by the Fund(s) and its portfolio companies receiving the service. C&C may have an incentive to recommend the products or services of certain investors in the Funds, certain third parties, or their related businesses to the Funds or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Funds or the portfolio companies.

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

In addition, certain portfolio companies controlled by a Fund may engage in activities that could adversely affect another Fund and/or its 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 Fund and/or a portfolio company being used to satisfy the obligations or liabilities of another Fund or its portfolio company.

C&C and/or its affiliates may engage in business opportunities arising from a Fund's investment in a portfolio company (for example, without limitation, entering into a joint venture with a portfolio company or making a proprietary investment in a portfolio company). This creates a conflict of interest, as such interests are a benefit arising from the Fund's investment and may vary from the applicable Fund's interest (e.g., whether to make a follow-on investment and, if so, how much should be allocated to the Fund).

In certain instances, a Fund's portfolio company may compete with, be a customer of, or be a service provider to another Fund's portfolio company. In providing advice to a portfolio company's business, C&C is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Funds. As a result, a conflict of interest may arise in these instances because advice and

recommendations provided by C&C to a portfolio company may have adverse consequences to a separate portfolio company owned by another Fund.

A Fund's portfolio companies may be counterparties or participants in agreements, transactions or other arrangements with portfolio companies of other Funds managed by C&C or its affiliates that, although C&C determines to be consistent with the requirements of such Funds' Governing Documents, may not have otherwise been entered into but for the affiliation with C&C, and which may provide economic or other benefits to affiliates of C&C that are not subject to the Advisory Fee offset provisions described herein. For example, C&C may 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 paid to C&C, its affiliates or a portfolio company, including related to a portion of the savings achieved by the portfolio company. While C&C may have a conflict of interest because its economic benefit may incentivize C&C to maintain such arrangements, C&C believes that such agreements benefit the portfolio companies due to increased access to quality products and services at beneficial pricing and C&C's benefits from such arrangements are reduced because C&C 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 C&C will only take actions that are beneficial to, or not opposed to, the interests of a Fund and its portfolio companies.

C&C and/or its affiliates may engage certain service providers to provide services to C&C, the Funds and/or portfolio companies, including services during the due diligence and acquisition process. Such service providers may, in certain circumstances, be investors in a Fund or affiliates of such investors and may include, for example, investment or commercial bankers, outside legal counsel, pension consultants 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 Fund, or during the term of such investor's investment in the Fund. This creates a conflict of interest, as C&C may give such investor preferred economics or other terms with respect to its investment in a Fund, or may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor.

Additionally, employees of C&C or its affiliates, and/or their family members or relatives may have ownership, employment, or other interests in such service providers. These relationships that C&C may have with a service provider can influence C&C in determining whether to select, or recommend such service provider to perform services for a Fund or a portfolio company. C&C will have a conflict of interest with the Funds in recommending the retention or continuation of a service provider to the Funds or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Funds or will provide C&C information about markets and industries in which C&C operates or is interested or will provide other services that are beneficial to C&C. Although C&C selects service providers that it believes will enhance portfolio company performance (and, in turn, the performance of the relevant Fund(s)), there is a possibility that C&C, because of financial, business interest or other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. While C&C often does not have visibility or influence regarding advantageous service rates or arrangements, there will

be situations in which C&C receives more favorable service rates or arrangements than the Funds or their portfolio companies.

C&C or its affiliates and service providers, 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 C&C or its affiliates differ from those required by the Funds and/or its portfolio companies, C&C and its affiliates will pay different rates and fees than those paid by the Funds and/or its portfolio companies.

Other Activities of the Investment Team

Certain approved members of the C&C investment team are generally required to devote substantially all of their business time to the affairs of a Fund (and any parallel funds) during its investment period except for business time devoted to other Funds that were previously formed (including TCEP/TCB Funds they currently advise and manage) or that are permitted to be formed under the Governing Documents of the applicable Fund, and are thereafter required to devote an appropriate amount of their time to such Fund as C&C reasonably determines, in each case as set forth in the Governing Documents of the applicable Fund. The other members of the C&C investment team are not required to devote all their time to the affairs of a Fund and currently advise and manage, and will from time to time in the future advise and manage, other investments and investment vehicles, including, without limitation, the Funds and the TCEP/TCB Funds, and funds that may be raised in the future. Additionally, all members of the C&C investment team will, subject to the Governing Documents of the applicable Fund(s), undertake other activities during their non-business time, such as charitable activities and making and managing personal investments, including of the type made by such Fund. Conflicts of interest may arise in allocating time, services or functions of these officers and employees. The performance of a Fund could be adversely affected by the other professional or personal commitments of members of the C&C investment team.

C&C may consider, and reject an investment opportunity on behalf of the Funds and, members of the C&C investment team or their affiliates, including affiliates of C&C, may subsequently determine to make an investment in the same company subject to any limitations in the applicable Fund's Governing Documents. A conflict of interest arises because such other fund or investor may, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by C&C on behalf of the original Fund considering the investment. In such circumstances, the benefitting fund or funds will not be required to reimburse the original Fund for expenses incurred in connection with researching such investment. Moreover, C&C may in the future reconsider a different investment in such company on behalf of the Funds or a portfolio company of a Fund may consider an acquisition of, merger with, or other investment in such company. In such circumstances, C&C may be subject to conflicts of interest that could be unavoidable, particularly if the investment made by C&C and/or such other persons does not provide for majority control. In such cases, C&C would seek to resolve the conflict consistent with the applicable Fund's Governing Documents and its fiduciary obligations.

Fee Structure

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

Additionally, as discussed above in Item 6, the GPs of the Funds are entitled to Carried Interest under the terms of the Governing Documents of such Funds. Such GPs are affiliates of C&C. The existence of the GPs' Carried Interest creates an incentive for the GPs to cause such Funds to make more speculative investments than they would otherwise make in the absence of performance-based compensation.

Fund-Level Borrowing

The Funds from time-to-time borrow funds or enter into other financing arrangements for various reasons, including to pay fund expenses, to pay advisory fees, to make or facilitate new or follow-on investments (including borrowings pending receipt of capital contributions from investors), to make payments under hedging transactions, to cover any shortfall resulting from an investor's default or exclusion. If a Fund borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would be used for all limited partners in such Fund on a pro-rata basis, including the general partner. In addition, credit facilities for certain Funds are available to provide borrowed funds directly to the portfolio companies of such Funds, in which case such borrowed funds would be guaranteed by such Funds.

To the extent the Fund uses borrowed funds in advance or in lieu of capital contributions, the Fund's investors generally make correspondingly later capital contributions, but the Fund will bear the expenses of interest on such borrowed funds. As a result, the Fund'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 it otherwise would be without fund-level borrowing as these calculations generally depend on the amount and timing of capital contributions. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the carried interest received by the Fund's General Partner by decreasing the amount of distributions from the Fund that are required to be made to Fund investors in satisfaction of any preferred return. The General Partner therefore has a conflict of interest in deciding whether to borrow funds because the General Partner may receive disproportionate benefits from such borrowings.

Borrowing by a Fund will generally be secured by capital commitments made by the Limited Partners to the Fund and/or by the Fund's assets, and documentation relating to such borrowing may provide that during the continuance of a default under such borrowing, the interests of the investors may be subordinated to such Fund-level borrowing. Moreover, tax-exempt investors should note that the use of borrowings by the Fund may cause the realization of "unrelated business taxable income."

Other Conflicts of Interest

The Governing Documents of a Fund establish complex arrangements among the Funds, C&C, 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 C&C 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 Fund or its investors.

C&C has in the past and may in the future, in its discretion, recommend to a Fund or to a portfolio company of a Fund that it contract for services with a portfolio company, or an entity with which C&C, one of its affiliates or any of their respective personnel has a relationship or otherwise derives a financial or other benefit (including without limitation the C&C Resources Group). When making such a recommendation, C&C may have, because of its financial or other business interest, 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.

A Fund may hold “plan assets” subject to ERISA. With respect to those plan assets, if any, C&C and certain affiliates may be classified as “fiduciaries” under ERISA. ERISA imposes certain general and specific responsibilities and restrictions on fiduciaries with respect to plan assets. As a result, a Fund may be restricted from entering into certain transactions if the investment would violate ERISA with respect to that Fund, or may be obligated to take certain actions or refrain from taking certain actions in order to avoid a violation of ERISA with respect to a Fund.

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

C&C and the Funds will generally engage common legal counsel and other advisers in a particular transaction, including a transaction in which there may be conflicts of interest. Members of the law firms engaged to represent the Funds may be investors in a Fund, and may also represent one or more portfolio companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds, C&C and/or its affiliates, the parties may engage separate counsel in the sole discretion of C&C and its affiliates, and in litigation and other circumstances separate representation may be required. Additionally, C&C and the Funds and the portfolio companies of the Funds will, from time to time engage other common service providers. Although typically it is not the case, in certain circumstances, the service provider may charge varying rates or engage in different arrangements for services provided to C&C, the Funds, and/or the portfolio companies. This may result in C&C receiving a more favorable rate on services provided to it by such a common service provider than those payable by the Funds and/or the portfolio company, or C&C receiving a discount on services even though the Funds and/or the portfolio companies receive a lesser, or no, discount. This creates a conflict of interest between C&C, on the one hand, and the Funds and/or portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that C&C will favor the engagement or continued engagement of such persons if it 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 Funds and/or the portfolio companies.

Certain portfolio companies of the Funds are, or have been, counterparties or participants in agreements, transactions or other arrangements with C&C, its affiliates, other portfolio companies of the C&C’s clients, to receive favorable procurement terms, including fees, servicing payments, rebates, discounts or other financial benefits. C&C is often eligible to receive favorable terms for its procurement due in part to the involvement of its portfolio companies in such arrangements, and any discounted amounts will not be subject to Advisory Fee offsets or otherwise shared with the relevant Funds.

C&C 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 Fund, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Fund expenses may result in “miles” or “points” or credit in loyalty/status programs to C&C and/or its personnel, and such rewards and/or amounts will exclusively benefit C&C and/or such personnel and will not be subject to the offset arrangements described above or otherwise shared with such Fund, its investors and/or the portfolio companies.

For more information regarding conflicts of interest, please see the respective Fund’s Governing Documents.

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

The Adviser may cause one or more Funds to purchase, and/or bear premiums, fees, costs and other expenses (including any expenses or fees of insurance brokers) for partnership expenses to insure the applicable Funds, the applicable general partner, C&C 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 Funds. This may include a portion of any premiums, fees, costs and expenses for one or more “umbrella” or other insurance policies maintained by C&C that cover one or more Funds and/or C&C (including their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties). C&C will make judgments about the allocation of premiums, fees, costs and expenses for such “umbrella” or other insurance policies among one or more Funds, and/or C&C, 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 Fund bearing less (or more) premiums, fees, costs and expenses for insurance policies.

Brokerage Practices – Item 12

Factors Considered in Selecting or Recommending Broker-Dealers for Client Transactions – Item 12.A

As the investment manager to the Funds, C&C is responsible for choosing the broker-dealers used for the Funds’ securities transactions. To the extent that the Funds utilize broker-dealers, purchase and sale transactions for the Funds are generally allocated to broker-dealers on the basis of best execution, including the ability to achieve prompt and reliable executions and competitive pricing, the operational efficiency with which transactions are effected and the financial stability and reputation of the particular broker-dealer. “Best execution” means obtaining for a fund account the lowest total cost (in purchasing a security) or highest 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, C&C takes into account all factors that it deems relevant to the broker's or dealer's execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or

dealer, and the quality of service rendered by the broker or dealer in other transactions. In addition, C&C may consider the use of Electronic Communications Networks ("ECNs") when placing trades on behalf of the funds. When purchasing or selling over-the-counter securities with market makers, C&C generally seeks to select market makers it believes to be actively and effectively trading the security being purchased or sold

Notwithstanding the foregoing, given the Funds' investment strategy, C&C anticipates very infrequent use of broker-dealers.

1. Research and Other Soft Dollar Benefits.

C&C does not use client brokerage commissions to obtain research or other products or services.

2. Brokerage for Client Referrals.

Given the nature of its advisory services, C&C does not contemplate considering client referrals as a factor when selecting a broker-dealer.

3. Directed Brokerage.

Given the nature of its advisory services, C&C does not contemplate utilizing directed brokerage arrangements on behalf of its clients.

Aggregation of Trades – Item 12.B

C&C and its affiliates may aggregate (or bunch) the orders of more than one Fund for the purchase or sale of the same publicly traded security. C&C often employs this practice because larger transactions may enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. C&C and its affiliates may combine orders on behalf of Funds with orders for other Funds for which it or its affiliates have trading authority, or in which it or its affiliates have an economic interest. In such cases, C&C and its affiliates generally aggregate trade orders for publicly traded securities so that each participating Fund will receive the average price for each execution of a transaction.

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

Review of Accounts – Item 13

Periodic Review – Item 13.A

C&C performs various daily, weekly, monthly, quarterly and periodic reviews of each Fund's portfolio. Such reviews are conducted by the portfolio managers, research analysts and relevant staff responsible for each Fund.

Triggered Review – Item 13.B

A review of a Fund's portfolio may be triggered by any unusual activity or special circumstances.

Content and Frequency of Reports – Item 13.C

C&C will furnish written copies of (i) audited financial statements to the investors in the Funds annually, (ii) unaudited financial statements for the first three quarters of each fiscal year, (iii) annual tax information necessary for each partner's U.S. tax returns, and (iv) descriptive investment information for each portfolio company periodically.

In addition, the Funds will hold an annual meeting with the investors in the Funds to review and discuss the Funds' investment activities each year. For more information regarding the annual meeting and Fund reports, please see the respective Fund's Governing Documents.

Client Referrals and Other Compensation – Item 14

Other Compensation – Item 14.A

C&C receives no compensation from entities or persons that are not clients for providing investment advice or other advisory services to C&C's clients. However, C&C and its related persons may, in certain instances, receive occasional courtesy discounts on products and services provided by portfolio companies of Funds and/or the customers or suppliers of such portfolio companies.

Client Referrals – Item 14.B

Neither C&C nor a related person directly or indirectly compensates any person for client referrals. However, C&C may engage placement agents to market and sell Fund interests to investors. Such placement agents may be compensated by C&C, by the Fund, or by the referred investor directly. For more information regarding specific compensation arrangements, please see the respective Fund's Governing Documents.

Custody – Item 15

Item 15 is not applicable to C&C.

Investment Discretion – Item 16

C&C manages Fund assets on a discretionary basis, pursuant to the power of attorney granted to C&C in the investment advisory agreement or other Governing Documents of each Fund. Accordingly, C&C has the authority to determine, without obtaining specific consent, the securities and other investments to be bought and sold and the amount of securities or other investments to be bought and sold. C&C's discretionary authority to manage securities and other investments on behalf of its Funds is subject to the investment objectives, guidelines, and restrictions set forth in to each Fund's Governing Documents.

Voting Client Securities – Item 17

Authority to Vote Client Securities – Item 17.A

C&C maintains written proxy voting policies and procedures as required by the rules under the Advisers Act. In voting proxies on behalf of its Funds (if any), C&C is guided by general fiduciary

principles. C&C will consider factors that could affect the value of the investment and will vote proxies in the manner that it believes maximize investor value for the Fund. The Funds may not direct C&C's vote in any such proxy vote. In addition, C&C's procedures are designed to identify, assess, and disclose any material conflicts that may arise between C&C's interest and those of its Funds.

Existing and prospective clients and investors may obtain a copy of C&C's proxy voting policies and procedures and information regarding how C&C voted securities (if any), upon request to David Lourie at dlourie@cresseyco.com.

Notwithstanding the foregoing, given the investment strategy of the Funds, it is expected that the Funds will rarely hold voting securities.

Financial Information – Item 18

Under the rules of the SEC, no balance sheet or other financial information of C&C is required to be included in this brochure. C&C has no financial commitments that impair its ability to meet contractual or fiduciary obligations to its clients, and has not been the subject of any insolvency proceedings.

Requirements for State-Registered Advisers – Item 19

Item 19 is not applicable to C&C.