

# Harvest Partners, LP

## Part 2A of Form ADV

### The Brochure

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This brochure provides information about the qualifications and business practices of Harvest Partners, LP. Harvest Partners, LP and other closely affiliated advisory entities are herein collectively referred to as “Harvest” or the “Firm”. If you have any questions about the contents of this brochure, please contact us at 212-599-6300. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Any reference to Harvest as a “registered investment adviser” or as being “registered,” does not imply a certain level of skill or training.

Additional information about Harvest is also available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Material Changes

Harvest filed its most recent Form ADV Part 2 on November 7, 2018. That other-than-annual amendment includes information relating to a new owner of a minority interest in Harvest, under “Methods of Analysis, Investment Strategies, and Risk of Loss”. This annual updating amendment also includes information relating to a new fund in Item 4, along with an update to its relevant fees in Item 5. In addition, the regulatory assets under management as listed in Item 4 has been updated.

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## Advisory Business

Harvest is principally owned by Thomas W. Arenz, Michael B. DeFlorio, Stephen Eisenstein, Ira D. Kleinman and John C. Wilkins, Jr. (collectively, the “Principals”). A predecessor entity to Harvest was formed in 1981 and, today, Harvest consists of a group of entities formed for the purpose of providing investment advice to pooled investment vehicles.

Harvest currently provides investment advisory services to a group of private pooled investment funds, namely:

- Harvest Partners IV, L.P. and its related investment vehicles (collectively, “HP IV”);
- Harvest Partners V, L.P. and its related investment vehicles (collectively, “HP V”);
- Harvest Partners VI, L.P. and its related investment vehicles (collectively, “HP VI”);
- Harvest Partners VII, L.P. and its related investment vehicles (collectively, “HP VII”);

- Harvest Partners VIII, L.P. and its related investment vehicles (collectively, “HP VIII” and, together with HP IV, HP V, HP VI, and HP VII, the “HP PE Funds”);
- Harvest Partners Structured Capital Fund, L.P. and its related investment vehicles (collectively, the “HP SCF I Fund”); and
- Harvest Partners Structured Capital Fund II, L.P. and its related investment vehicles (collectively, the “HP SCF II Fund” and, together with the HP SCF I Fund, the “HP SCF Funds”. Collectively the HP SCF Funds and the HP PE Funds, the “Funds” and, each individually, a “Fund”).

The HP PE Funds’ investments are generally focused on private equity and control investments between \$50 million and \$250 million in middle market buyouts and recapitalizations of companies based in North America with (i) annual revenues between \$100 million and \$1 billion and (ii) enterprise values between \$100 million and \$1.5 billion within the following industries (the “Target Industries”):

- Business Services & Consumer
- Healthcare Services
- Industrial Services
- Manufacturing & Distribution

The HP SCF Funds’ investments are generally focused on senior equity or junior debt investments between \$40 million and \$75 million in middle market companies primarily based in North America with (i) annual revenues between \$100 million and \$1 billion and (ii) enterprise values between \$100 million and \$1 billion within the Target Industries.

As the investment adviser to the Funds, Harvest is responsible for evaluating and monitoring Fund investments and providing day-to-day managerial and administrative services to the Funds. Harvest sources, structures and negotiates potential investments, monitors the performance of portfolio companies and advises the Funds as to the disposition of investment holdings. The individual needs of the investors in the Funds are not the basis of investment decisions by Harvest. Investment advice is provided directly to the Funds by Harvest and not individually to the Funds’ investors.

Based upon audited financial statements, dated December 31, 2018, Harvest managed approximately \$6.9 billion on a discretionary basis. Harvest does not manage assets on a non-discretionary basis.

## **Fees and Compensation**

### Management Fee

Harvest or an affiliated entity earns a management fee from certain Funds in accordance with their respective offering documents and limited partnership agreements. In general, the HP PE Funds will pay the Firm a per annum fee ranging from 1.75% to 2.0%, tri-annually in advance, based on the aggregate capital commitments during a defined commitment period. Thereafter, the management fee may be reduced (a) as the basis for such fees shifts from aggregate capital

commitments to invested capital and (b) as the rate for such fees decreases for certain Funds by 25 basis points (usually for two years from the end of the commitment period) and then by another 25 basis points. The reductions of the management fee may also vary with respect to certain series of limited partnership interests issued by a Fund.<sup>1</sup> Such management fees are payable on a pro rata basis for any period that is less than a full four-month period.

The HP SCF Funds, generally, will pay the Firm an annual management fee equal to the greater of (i) a defined minimum fee or (ii) a fee equal to 1.5% per annum based on cumulative capital contributions (without giving effect to any return or reinvestment of capital). Such management fee will be paid tri-annually in advance during the defined commitment period. Thereafter, the management fee paid by the HP SCF Funds will be reduced to a management fee equal to 1.5% per annum of invested capital. Such management fees are payable on a pro rata basis for any period that is less than a full four-month period.

Management fees may be subject to certain offsets as defined in each of the Funds' respective offering documents and limited partnership agreements. All management fees were negotiated with the Funds' investors during the fund raising period of the applicable Fund. Harvest may elect to waive all or a portion of any future management fees payable by certain Funds; any amounts so waived by such Funds will be applied against the capital commitments of the applicable general partner and other related persons of Harvest to the Funds. In addition, any employee vehicle that invests in the Funds will not pay fees or carry or vote its interest, as permitted by the terms of the applicable Fund's respective offering documents and limited partnership agreements.

Detailed information regarding the management fees borne by investors of the Funds is contained in the relevant Fund's offering documents and limited partnership agreements. Investors should not consider an investment in a Fund without fully understanding the Fund's management fee structure.

#### Portfolio Company Related Fees

Harvest, the general partner of any Fund and their respective affiliates expect to earn certain fees in connection with portfolio investments and from such Fund's unconsummated transactions, including break-up and topping fees, monitoring and directors' fees, organization fees, set-up fees, advisory fees, upfront fees, consulting fees, management fees (other than the management fees described above), closing and transaction fees and other similar fees (collectively, "Other Fees"). As noted above, management fees payable to Harvest by a Fund are generally subject to offset by certain expenses of such Fund, including placement fees, organizational expenses above certain caps and unreimbursed transaction expenses. In addition, to the extent Harvest, the general partner of any Fund or any of their respective affiliates receives Other Fees in connection with portfolio investments of a particular Fund, a percentage (*e.g.*, 50%-100%) of such Other Fees may

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<sup>1</sup> For instance, the management fee for HP VIII is generally calculated as follows: (i) 1.75% per annum of aggregate commitments (or 0.875% per annum for Series B Interests, which bear a higher carried interest) during the commitment period, (ii) thereafter and until the second anniversary of the end of the commitment period, 1.75% per annum of invested capital (or 0.875% per annum for Series B Interests), and (iii) after the second anniversary of the end of the commitment period, 1.5% per annum of invested capital (or 0.75% per annum for Series B Interests).

also be applied as an offset to the management fee payable by such Fund. If offsets resulting from certain net Other Fees received prior to any tri-annual payment date exceed the amount of the management fee due on such triannual payment date, then the amount of such excess will be carried over and applied to reduce the management fees due on subsequent tri-annual payment dates. If such excess is greater than the amount of management fees due for all tri-annual payment dates, then such excess will, upon the liquidation of the relevant Fund, be for the benefit of the general partner of such Fund and its affiliates and not, for the avoidance of doubt, for the benefit of any investor.

Monitoring fees received by Harvest typically consist of recurring fees received for certain monitoring services provided by Harvest to a portfolio investment of a Fund. The payment of any such monitoring fees to Harvest will cease from and after the termination of the related monitoring services, which typically occurs upon the complete (as opposed to upon a partial) disposition of a Fund's investment in the applicable portfolio company.

Other Fees charged to Fund portfolio companies are determined, in part, by the Principals and/or other investment professionals and may create a short-term incentive to complete transactions. Also, such Other Fees are not always based on an exit or sale of a Fund investment. Accordingly, Harvest may receive Other Fees when a Fund does not ultimately profit from an investment.

Detailed information regarding Other Fees and such management fee offsets for each Fund is contained in the relevant Fund's offering documents and limited partnership agreements. Investors should not consider an investment in a Fund without fully understanding the Fund's Other Fee and management fee offset structure.

### Fund Expenses

Detailed information regarding all the fees to be paid by each Fund is contained in the relevant Fund's offering documents and limited partnership agreements. In addition to management fees and Carried Interest (as defined below), limited partners will bear indirectly the fees, costs and expenses charged to the Funds. Such fees, costs and expenses will vary but will generally include (among others): (i) fees, costs and expenses associated with the organization of the Fund; (ii) fees, costs and expenses resulting from the sale of interests (including private placement fees, which are then generally offset against management fees described below) or the negotiation of terms and conditions of investments from limited partners; (iii) fees, costs and expenses for tax advisors, accountants, attorneys, consultants, auditors, administrators and other professionals (including Operating Executive Compensation (as defined below)); (iv) fees, costs and expenses incurred in connection with the preparation and distribution of the Fund's financial statements, reports, tax returns and Schedule K-1s (or additional or similar tax-related schedules), including expenses incurred in connection with purchasing, implementing, maintaining and upgrading computer software and hardware for use in preparing and distributing the Fund's financial statements, reports, tax returns and Schedule K-1s (or additional or similar tax-related schedules) and expenses incurred in connection with providing the limited partners on-line or electronic access to information and reporting relating to the Fund (including any upgrades and customizations related thereto); (v) fees, costs and expenses incurred in connection with discovering, developing, negotiating, evaluating, acquiring, structuring and disposing of the Fund's investments, and the holding, carrying, monitoring and managing of the Fund's

investments, including, any financing, legal, accounting, advisory, consulting, administration and other professional fees (including Operating Executive Compensation); fees associated with portfolio accounting system licenses and support; custodial, trustee, and record keeping fees; investment banking, private placement, brokerage and appraisal fees; sales and underwriting commissions and discounts; fees, costs and expenses associated with attending conferences in connection with the evaluation of a Fund's investments or business sector opportunities (including the evaluation of potential investments of the Fund); travel and travel related expenses (including any and all transportation, meal, entertainment and lodging expenses, which will include travel by way of private or non-commercial aircraft); and taxes, in each case, to the extent the general partner or investment manager of the relevant Fund is not reimbursed for such fees, costs and expenses by portfolio companies or other third parties; provided, these expenses described under this clause (v) will be borne by certain Funds whether or not the investment giving rise to any such fee, cost or expense is consummated, terminated, cancelled or abandoned (i.e., broken deal costs); (vi) fees, costs and expenses incurred in connection with any market data, relevant news or third-party research services (including the cost and expense of any related terminals for the delivery of such services) and fees paid to sector or industry-specific business intelligence and information service providers; (vii) fees, costs and expenses incurred in connection with distributions to the limited partners; (viii) fees, costs and expenses incurred in connection with any valuation of the assets of the Fund; (ix) principal, interest on and fees, costs and expenses arising out of all borrowings, guarantees and other extensions of credit made by the relevant Fund, including the arranging thereof; (x) all premiums and fees, costs and expenses, including broker fees, associated with any litigation, D&O liability or other insurance coverage (including in respect of errors or omissions of each Fund's general partner or investment manager, the Principals and each of their respective affiliates and related entities, and for any other persons acting on behalf of the Fund) and indemnification or extraordinary expense or liability relating to the affairs of a Fund; (xi) fees, costs and expenses incurred in connection with the maintenance, operation and administration of each Fund (including for purposes of maintaining the Fund in good standing with respect to state and similar registrations); (xii) fees, costs and expenses incurred in connection with dissolving, liquidating, winding-up and terminating a Fund; (xiii) any taxes or fees, costs, expenses or other governmental charges levied against or payable by a Fund and all expenses incurred in connection with any tax audit, investigation, settlement or review of a Fund or any of its tax returns and Schedule K-1s (and additional or similar tax-related schedules) and fees, costs and expenses with respect to the representation by the tax matters partner or partnership representative, as applicable, of the Fund and the limited partners; (xiv) fees, costs and expenses (including legal fees and expenses) incurred to comply with any law or regulation related directly to the activities of a Fund including (A) expenses related to the preparation and filing of Form PF and similar U.S. and non-U.S. regulatory filings, (B) expenses related to the compliance with or filings under Foreign Account Tax Compliance Act, (C) expenses advisable or required to be incurred in order to cause or permit the Fund comply with terms and conditions of Alternative Investment Fund Managers Directive and/or the law, rules or regulations implemented or promulgated in any applicable jurisdiction in relation thereto (including the fees, costs or expenses of any depositary required in connection therewith), (D) expenses related to compliance with anti-money laundering rules and regulations applicable to the operation or activities of the Fund, (E) expenses related to compliance with privacy laws, rules or regulations of any applicable jurisdiction, including the General Data Protection Regulation and (F) expenses incurred in connection with any litigation or governmental inquiry, investigation or proceeding involving a

Fund, including, the amount of any judgments, settlements or fines paid in connection therewith; (xv) fees, costs and expenses incurred in connection with any meeting of the board of advisors and meetings of or with one or more of the limited partners (which fees, costs and expenses may include transportation, meal, entertainment and lodging expenses, which will include travel by way of private or non-commercial aircraft, incurred by representatives of Harvest and/or the portfolio companies and other attendants of any such meetings), including the annual limited partners' meeting or other meeting of the limited partners called by the Fund's general partner and the reasonable out-of-pocket expenses incurred by the members of the board of advisors in connection with the fulfillment of their duties (including certain fees, costs and expenses of any independent legal counsel appointed to assist the board of advisors); (xvi) fees, costs and expenses incurred in connection with any communication with the limited partners, including fees, costs and expenses incurred in connection with responding to investor inquiries, investor-specific reporting requests or due diligence requests or questionnaires (including expenses incurred in obtaining industry or market data for purposes of benchmarking the investment performance history of each Fund's investment manager or one or more of its affiliates) (xvii) fees, costs and expenses incurred in connection with any amendments, modifications, revisions or restatements to the constituent documents of each Fund and related entities; (xviii) fees, costs and expenses incurred in connection with negotiating and entering into, and compliance with, side letter provisions and any "most favored nations" provision election process, including expenses associated with compliance with environmental, social and governance standards imposed by any such side letter, investor-specific reporting requirements and other investor-specific requirements set forth in side letters; (xix) fees, costs and expenses incurred in connection with transfers of interests by the limited partners that are not otherwise borne by the applicable transferor or transferee; and (xx) fees, costs and expenses relating to defaults by limited partners in the payment of any capital contributions.

In addition to the foregoing, the fees, costs and expenses incurred in connection with the organization of a Fund and expenses related to the sale of its interests (other than placement fees), or the negotiation of terms and conditions of investments from limited partners, will generally reduce the management fees otherwise borne by the limited partners to the extent such costs and expenses exceed a certain dollar amount. Furthermore, placement fees will generally offset such management fees on a dollar-for-dollar basis, as described in the offering documents and limited partnership agreements for each Fund.

Detailed information regarding all of the fees, costs and expenses to be paid by each Fund is contained in the relevant Fund's offering documents and limited partnership agreements. Investors should not consider an investment in a Fund without fully understanding the Fund's fees, cost and expense structure.

## **Performance Based Fees and Side-by-Side Management**

Harvest or an affiliate of Harvest is also entitled to receive a distribution of up to 20% or, in the case of HP VII and HP VIII, up to 30% of the profits on distributions derived from the disposition of investments or securities (after taking into account certain expenses of the Fund, including management fees) ("Carried Interest"). Investors in each such entity are entitled to receive an 8% preferred return prior to the imposition of the Carried Interest, after which, the Carried Interest

“catches up” to the applicable rate (*i.e.*, up to 20% or, in the case of HP VII and HP VIII, up to 30%).

Although Carried Interest is a method of compensation that is generally used to align Harvest’s interests with those of its Funds’ limited partners, it may also create an incentive for Harvest to make more speculative investments. In addition, as a result of changes to U.S. federal income tax law in 2017, gain that is allocated to the general partner of a Fund with respect to Carried Interest will generally be treated as short-term capital gain (and subject to tax at substantially higher rates) unless the relevant investment is held for more than three years. Compensation in the form of Carried Interest may therefore incentivize Harvest to make different decisions regarding the timing and manner of the realization of its Funds’ portfolio investments than would be the case if such Carried Interest were not part of its overall compensation structure. Harvest seeks to address these conflicts through careful vetting of investment opportunities by its investment professionals and disclosure of investments to limited partners through capital call notices and periodic reports. Additionally, the Principals and certain investment professionals will often invest in the Funds indirectly (*e.g.*, through general partner commitments) intended to align the interests of Harvest and those of the Funds. In addition, the limited partnership agreements of certain Funds provide “claw back” provisions that require the Principals and certain of its investment professionals to return to such Funds distributions of Carried Interest if and to the extent that, in the aggregate, such Principals and professionals have received such distributions in excess of 20% (or, in the case of certain HP VII and HP VIII investors, 30%) of the total profits of investors in such Fund (or, if greater, any such excess distributions of Carried Interest to the extent the 8% preferred return described above has not been achieved).

Carried Interest or the payment of Carried Interest at varying rates (including varying effective rates based on the past performance of a Fund) may create an incentive to disproportionately allocate services, time, or functions to Funds paying Carried Interest at disproportionate rates. Generally, this conflict is mitigated by procedures established in the Funds’ limited partnership agreements which include certain limitations on the ability of Harvest to establish new investment funds, contractual provisions requiring certain Funds to purchase and sell investments contemporaneously and/or contractual provisions and procedures setting forth investment allocation requirements.

Detailed information regarding the Carried Interest to be borne by the investors in each of the Funds is contained in the relevant Fund’s offering documents and limited partnership agreements. Investors should not consider an investment in a Fund without fully understanding the Fund’s Carried Interest structure. The possibility exists that multiple Funds may have capital available for investment at the same time and that a prospective investment or a follow-on investment may fit within the investment mandate of more than one Fund. In such case, Harvest will allocate the opportunity, including any related co-investment opportunities, in accordance with methodology set forth in the applicable Funds’ limited partnership agreements. In cases where the Funds’ governing documents do not specifically address allocations, Harvest may (but is not necessarily required to) discuss the allocation with the applicable Funds’ board of advisors.

## **Co-Investments**



When the general partner of a Fund deems it appropriate and consistent with the interests of the Fund, it is permitted to, but will not be obligated to, provide the Fund's limited partners, Operating Executives (as defined below) or third parties, or any of their respective affiliates, with co-investment opportunities. Except with respect to investments by the HP SCF Funds in the securities of (or other investments in) portfolio companies owned by one or more of the HP PE Funds, which would be subject to the satisfaction of certain conditions set forth in the limited partnership agreement of the HP SCF Funds, the general partner can allocate the available investments among the Fund, such person or entity, including any limited partners, Operating Executives and any third party as the general partner may, in its sole discretion, determine. The general partner of a Fund will consider any factors it deems relevant in determining such allocations, including, without limitation, the potential co-investor's size, sophistication, tenure as an investor with Harvest generally, commitment to making co-investment funds available, ability to consummate co-investments within a specified time frame, interest in pursuing co-investment opportunities, or strategic expertise. The terms of any such co-investment opportunity, including the management fees, the carried interest and the reimbursements for expenses applicable to such co-investment, if any, will be negotiated by the general partner and the potential co-investor on a case-by-case basis in their respective sole and absolute discretion. Such co-investments might not be subject to management fees, carried interest or the reimbursement of expenses for the benefit of the relevant general partner, Harvest or either of their respective affiliates, or could be subject to different or differently calculated management fees, carried interest or reimbursements for expenses for the benefit of the relevant general partner, Harvest or either of their respective affiliates, in any event, as compared to what investors are subject to under the partnership agreement of the relevant Fund, and could be subject to commitment fees, transaction fees and other similar fees in the sole discretion of the Fund general partner for the benefit of general partner, Harvest or either of their respective affiliates. Such co-investment economics will be for the benefit of the relevant general partner, Harvest or such affiliate and not, for the avoidance of doubt, the benefit of any investor. Also, co-investments have historically been conducted on a "no carried interest" and "no management fee" basis.

Except as expressly set forth in the partnership agreement or advisory agreement of the relevant Fund, the economic terms of such co-investment at the investment level will be on terms substantially similar to (and, in the case of co-investment by Fund limited partners, no more favorable than) those of the underlying portfolio investment made by the Fund.

The Fund's general partner or one of its affiliates is permitted to make a nominal investment in any vehicle formed for a co-investment opportunity.

From time to time, the general partner of a Fund will elect to facilitate co-investment opportunities with respect to a particular investment within a certain period of time after such investment is consummated by the Fund through subsequent sales or dispositions of portions of such investment to co-investors. Proceeds received by the Fund in connection with any such sale or disposition are generally distributed on a pro rata basis to all partners of the Fund in proportion to their respective interests therein. In addition, the general partner reserves the ability to charge any co-investor participating in such co-investment opportunity a cost of carry based on the cost basis of the interest in the investment being acquired by such co-investor. Any cost of carry paid to the Fund by a co-investor is also generally distributed on a pro rata basis to all partners of the

Fund and may be treated as part of cumulative distributions to such partners under the Partnership Agreement for purposes of computing the preferred return. If a Fund elects to facilitate a co-investment opportunity in this manner, it will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms and that, as a consequence, among other things, such Fund may hold a larger than expected interest in such portfolio investment, may bear a greater amount of fees, costs and expenses associated with such portfolio investment, or may realize lower than expected returns from such portfolio investment.

Co-investors typically bear their *pro rata* share of various fees, costs and expenses related to their co-investments and may be required to pay their *pro rata* share of fees, costs and expenses related to their potential co-investments that are not consummated, such as reverse breakup fees or broken deal costs. To the extent co-investors do not agree to or do not otherwise bear fees, costs and expenses related to unconsummated co-investments then such fees, costs and expenses will be borne by the Fund.

## **Types of Clients**

Harvest provides investment advisory services to privately-offered pooled investment vehicles. For information on minimum commitment amounts, please see the related Fund's offering documents.

Investment in the Funds is limited to investors that meet certain financial sophistication requirements. Investors in the Funds must be (i) "accredited investors" within the meaning of Regulation D under the Securities Act of 1933, as amended, and (ii) "qualified purchasers" within the meaning of the Investment Company Act of 1940, as amended (the "1940 Act"). Certain Harvest employees who qualify as "knowledgeable employees" under Rule 3c-5 of the 1940 Act are also permitted to invest directly or indirectly in the Funds. Investors considering an investment in the Funds should consult with their own investment, tax and/or legal consultants prior to investing.

The general partners of the Funds enter into separate agreements, commonly referred to as "side letters", or other similar agreements with a particular investor in connection with its admission to a Fund without the approval of any other investor or advisory board. Certain side letter provisions have the effect of establishing rights under or supplementing the terms of the applicable Fund's limited partnership agreement with respect to such investor in a manner more favorable to such investor than those applicable to other investors. Such rights or terms in any such side letter or other similar agreement may include, without limitation: (i) reporting obligations, (ii) waiver of certain confidentiality obligations, (iii) "most favored nation" provisions or (iv) rights or terms requested or necessary in light of particular investment, legal, regulatory or public policy characteristics of an investor.

## **Methods of Analysis, Investment Strategies, and Risk of Loss**

Harvest's investment process involves a structured approach to the entire value chain of investing, from idea generation through exit. The investment process is designed to seek consistent returns while preserving capital. Having originally commenced with a venture investment oriented program in 1981, Harvest's investment strategy for the HP PE Funds shifted beginning with HP

IV to a leveraged buyout oriented program which has since been refined and serves as the foundation for Harvest's investment program today.

The critical elements of Harvest's investment approach to achieve its mission for the HP PE funds are: (i) careful asset selection driven by a comprehensive and disciplined due diligence process; (ii) proactive targeting of industries; (iii) risk control and capital preservation; (iv) engagement of all professionals in Firm-wide discussion and review at every stage of the investment cycle; (v) approval of the Fund's Investment Committee on all investment transactions; and (vi) active portfolio company oversight and guidance of management to achieve a company's full potential.

With respect to the HP PE Funds, Harvest employs a balanced risk-return approach that emphasizes capital preservation over "higher beta" transactions. The Firm employs a risk management framework that is grounded in its due diligence process, investment approval requirements and approach to the capital structures employed in portfolio companies.

Similarly, the HP SCF Funds will utilize Harvest's investment approach, as well as its extensive network of contacts to identify, evaluate and execute potential investments in senior equity and junior debt securities. The main components of the HP SCF Funds' investment strategy are to (i) leverage the resources and investment opportunities within Harvest, (ii) offer a compelling value proposition to private equity investment and entrepreneurial business owners, and (iii) focus on middle market companies that fit Harvest's investment criteria applied to the HP PE Funds.

The HP SCF Funds will also employ an investment approach that emphasizes capital preservation and will endeavor to achieve safety of principal by investing in the same type of North American-based high quality companies that meet the investment criteria applied by Harvest with respect to the HP PE Funds. The HP SCF Funds will structure investments to be senior in liquidation preference to a significant amount of underlying enterprise value. Any diminution in enterprise value will be borne first by the common equity securities and should not meaningfully impact the HP SCF Funds' investment in senior equity and junior debt securities until the common equity is fully impaired. In addition to this common equity "cushion," the HP SCF Funds' investments will be structured to include other rights, controls and protective covenants.

Harvest adheres to an investment process that includes: (i) proactive sourcing; (ii) a stringent due diligence and approval process; and (iii) active oversight and support. The Firm's team of investment professionals takes an active role in all phases of Harvest's investment process.

Acquiring an interest in a Fund involves a number of risks. An investment in a Fund may be deemed a speculative investment and is not intended as a complete investment program. It is designed for sophisticated investors who fully understand and are capable of bearing the risk of an investment in the Funds. No guarantee or representation is made that the Funds will achieve the investment objective or that investors will receive a return of their capital.

An investment in the Funds involves a risk of loss. A brief overview of some of the prominent risks related to Harvest's investment strategy is outlined below:

### **Portfolio Concentration**

Although generally no more than 20% of the aggregate commitments to a Fund will be invested in any single portfolio company, diversification is not a requirement of any Fund. Accordingly, a Fund's portfolio investments will include a small number of large positions. While this portfolio concentration may enhance total returns, if any large position has a material loss, then returns may be lower than if they had invested in a more diversified portfolio.

### **Unspecified Investments**

A Fund may be unable to find a sufficient number of attractive opportunities to meet its investment objectives. The success of a Fund will depend on the ability of its general partner and Harvest to identify suitable investments, to negotiate and arrange the closing of appropriate transactions and to arrange the timely disposition of such investments. Furthermore, to the extent the investment strategy of a Fund relies upon the recovery, stabilization or improvement of market and economic conditions and such events do not occur for an extended period of time, a Fund may not be able to invest a significant portion of its committed capital during its commitment period.

### **Financial Leverage**

The HP PE Funds expect to maintain financial leverage within each of its portfolio companies and could re-leverage a portfolio investment in order to achieve this goal. Such leverage may be substantial. Utilization of leverage will result in fees, expenses and interest costs to a Fund or its portfolio companies. If a Fund is unable to refinance a portfolio company in order to maintain the desired amount of financial leverage, a Fund could realize lower than expected returns from the relevant portfolio investment and may hold a larger than expected equity investment in that portfolio investment.

Financial leverage significantly increases exposure to adverse economic factors, such as rising interest rates, downturns in the economy or deterioration in the condition of such portfolio companies or portfolio investments or their respective industries.

### **Use of Subscription Credit Facilities**

The Funds are generally permitted to borrow money from any person, or to guarantee loans or other extensions of credit (i) made to any current or prospective portfolio company; (ii) for the purpose of covering organization expenses, partnership expenses or the management fee; or (iii) to provide financing to the extent necessary to consummate the purchase of portfolio investments prior to or in lieu of the receipt of permanent financing or capital contributions or distributions. If any Fund borrows money or obtains financings, then it is possible that such Fund's interim capital needs will be satisfied through such borrowings or financings, and drawdowns of capital contributions by such Fund, including those used to pay interest on borrowings or financings, could be "batched" together into larger, less frequent capital calls (although actual timing and amounts may vary). Furthermore, because each Fund intends to use such borrowings or financings to fund portfolio investments or organization expenses, partnership expenses or the management fee in advance of calling capital from investors, (i) reporting of returns (*i.e.*, net internal rate of return ("Net IRR")) will differ from what it would have been had such borrowings or financings not been used and (ii) since Net IRR is calculated based on the actual dates of capital contributions from, and distributions to, the investors, the use of borrowing and financings in lieu of calling capital will cause the date of contribution to be later in time resulting in a higher Net IRR. Accordingly, each general partner will have an incentive to fund the acquisition of

portfolio investments and the ongoing capital needs of a Fund with the proceeds of borrowings or other financings in lieu of drawing down unfunded commitments.

### **Illiquid and Long-Term Investments**

Generally, there will be significant period of time before a Fund will have completed its investments in portfolio companies. Such investments are likely to take several years from the date of initial investment to reach a state of maturity when realization of the investment can be achieved. Private investment transaction structures typically are not considered liquid. The return of capital and the realization of gains, if any, from a portfolio investment will generally occur only upon the partial or complete disposition or refinancing of such portfolio investment.

It is unlikely that there will be a public market for the securities held by a Fund at the time of their acquisition. Further, disposition of such investments are likely to require a lengthy time period or could result in distributions in kind to investors.

### **Investments in Restructurings or Underperforming Companies**

A Fund may make investments in companies that are experiencing financial difficulties, which such companies may never overcome. Such investments could subject a Fund to additional potential liabilities exceeding the value of a Fund's original investment therein. Such investments of a Fund could also be subject to federal bankruptcy law and state fraudulent transfer laws, which may vary from state to state.

### **Failure to Make Capital Contributions**

If limited partners fail to pay when installments of their commitments to a Fund are due, a Fund may be unable to pay its obligations when such obligations are due. As a result, a Fund may be subjected to significant penalties that could limit opportunities, investment diversification and materially adversely affect the returns to all limited partners.

### **No Right to Control a Fund's Operations**

Limited partners will have no opportunity to control the operations of a Fund, including, without limitation, its investment and disposition decisions and decisions regarding the selection of service providers and the operation of a portfolio company. The limited partners will also have no opportunity to evaluate any economic, financial, and other information that will be utilized by Harvest in its selection of portfolio investments. In addition, to the extent that a limited partner is not represented on the board of advisors, such limited partner will have no influence over matters submitted to the board of advisors for review or approval.

### **Middle Market Companies**

A significant component of the Funds' investment objectives is to invest in middle market companies. Although investments in middle market companies can present greater opportunities for growth, such investments also entail larger risks than are customarily associated with investments in larger companies. Middle market companies tend to have relatively limited product lines, markets, and financial and other resources. As a result, such companies tend to be more vulnerable to general economic trends and to specific changes in markets and technology. In addition, future growth may be dependent on additional financing, which may not be available on acceptable terms when required. Further, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which tends to make realizations of gains more

difficult. In addition, the relative illiquidity of private equity investments generally, and the somewhat greater illiquidity of private investments in middle market companies, could make it difficult for a Fund to react quickly to negative economic or political developments.

### **Investments in Less Established Companies**

A Fund is not restricted from investing a portion of its assets in the securities of less established companies or early stage companies. Investments in such early stage companies involve greater risks than those generally associated with investments in more established companies. Such companies also have shorter operating histories on which to judge future performance and, in many cases, if operating, will have negative cash flow. In the case of start-up enterprises, such companies typically do not have significant or any operating revenues.

### **Investment Expenses and Broken Deal Expenses**

Investments of the Funds will require extensive due diligence, legal, and other costs prior to their consummation and will result in a Fund bearing broken deal expenses if they are not consummated. A Fund will pay any fees, costs, and expenses incurred in discovering, developing, negotiating, evaluating, acquiring and structuring any investment opportunities it pursues, whether or not such investments are ultimately consummated, including investments pursued by Harvest prior to the initial closing of a Fund that are intended to become portfolio investments of such Fund. Additionally, a Fund may enter into agreements that involve payments, such as reverse break-up fees, by such Fund if it does not consummate the transaction. These expenses can be significant and may be material to a Fund. A Fund may incur, either directly or pursuant to its obligation to reimburse Harvest for any such expenses advanced by it, significant expenses in connection with proposed investments that are not consummated without the opportunity for gain or recoupment of such expenses. See also “Co-Investments” under “Performance Based Fees and Side-by-Side Management” above.

### **Nature of Structured Capital Securities**

The HP SCF Funds expect to invest in senior equity and junior debt securities. Although senior equity and junior debt securities are typically senior to common stock or other equity securities, the senior equity and debt securities in which the HP SCF Funds may invest will generally be unsecured and subordinated to substantial amounts of senior debt, all or a significant portion of which may be secured. In addition, these securities may not be protected by all of the financial covenants, such as limitations upon additional indebtedness, typically protecting such senior debt. Holders of subordinated debt generally are not entitled to receive any payments in bankruptcy or liquidation until senior creditors are paid in full. Holders of senior equity and junior debt securities are not entitled to payments until all creditors are paid. In addition, the remedies available to holders of subordinated debt are normally limited by restrictions benefitting senior creditors. In the event any portfolio company in which the HP SCF Funds invest cannot generate adequate cash flow to meet senior debt service, the HP SCF Funds may suffer a partial or total loss of capital invested.

### **Nature of Preferred Securities**

The HP SCF Funds may invest in preferred securities which are rated in the lower rating categories by the various credit rating agencies or, more commonly, in comparable non-rated securities. Securities in the lower rating categories and comparable non-rated securities are

subject to greater risk of loss of principal and interest than higher rated and comparable non-rated securities and are generally considered to be predominantly speculative with respect to the issuer's capacity to pay interest and repay principal. They are also generally considered to be subject to greater risk than securities with higher ratings and comparable non-rated securities in the case of deterioration of general economic conditions. Because investors generally perceive that there are greater risks associated with the lower rated and comparable non-rated securities, the yields and prices of such securities may be more volatile than those for higher rated and comparable non-rated securities. The market for lower rated and comparable non-rated securities is thinner, often less liquid and less active than that for higher rated and comparable non-rated securities, which can adversely affect the prices at which these securities can be sold and may even make it impracticable to sell such securities.

### **Subordination of Investments**

The debt and equity investments of the HP SCF Funds will typically be subordinated to the senior obligations of an issuer, either contractually, in the case of debt securities, or because of the nature of the security, in the case of preferred stock, or structurally, in the case of an investment at the holding company level. Such subordinated investments may be characterized by greater credit risks than those associated with the senior obligations of the same issuer. Adverse changes in the financial condition of an issuer, general economic conditions, or both may impair the ability of such issuer to make payments on the subordinated securities and result in defaults on such securities more quickly than in the case of the senior obligations of such issuer.

### **Control Position Risk**

Although non-control investments could also be made by the HP PE Funds, Harvest intends to make certain investments that allow one or more of such Funds to acquire control or exercise influence over management and the strategic direction of a portfolio investment. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension liabilities, failure to supervise management and other types of liability in which the limited liability characteristic of business operations may be ignored. The exercise of control over a portfolio investment could expose the assets of a Fund to claims by portfolio companies underlying such investments, its security holders and its creditors. While Harvest intends to manage the HP PE Funds to minimize exposure to these risks, the possibility of successful claims cannot be precluded.

### **Non-Control Position Risk**

The HP SCF Funds will generally hold, and the HP PE Funds may hold, non-controlling interests in its portfolio investments. Although Harvest will negotiate negative covenants and other contractual restrictions applicable to the companies underlying such investments, it will primarily be the responsibility of the management teams and boards of directors of such companies to operate such companies on a day-to-day basis. Accordingly, Harvest will have a limited ability to protect a Fund's investments in such companies. Further, a Fund may have no right to appoint a director and a limited ability to influence such companies' management.

### **Debt Investments**

HP VIII is permitted to invest in public or private debt and/or debt-related securities or other similar instruments (collectively, “Debt Investments”), subject to certain conditions set forth in the limited partnership agreement of HP VIII.

Such Debt Investments could be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or a significant portion of which could be secured and bear floating interest rates. Moreover, such Debt Investments may not be protected by financial covenants or limitations upon additional indebtedness and there is no minimum credit rating for Debt Investments. Other factors could materially and adversely affect the market price and yield of such Debt Investments, including investor demand, changes in the financial condition of the applicable issuer, government fiscal policy and domestic or worldwide economic conditions. Debt Investments will also entail normal credit risks (*i.e.*, the risk of non-payment of interest and principal). Moreover, a Debt Investment bearing “paid-in-kind” interest will generally have a higher risk of non-payment of interest since there will be no cash payments of interest from the borrower prior to maturity or refinancing. In addition, a Debt Investment could be subject to redemption at the option of the issuer. If a Debt Investment held by HP VIII is called for redemption, HP VIII will be required to permit the issuer to redeem such investment, which could have an adverse effect on the HP VIII’s ability to achieve its investment objective.

### **Leveraged Portfolio Companies**

The portfolio companies and/or holding entities in which HP VIII makes a Debt Investment are likely to be highly leveraged, thereby increasing the degree of credit risk inherent in each portfolio investment. Leverage often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and could impair its ability to finance future operations and capital needs or to pay principal and interest on HP VIII’s portfolio investments when due. The leveraged capital structure of portfolio companies will increase the exposure of the HP VIII’s portfolio investments to any deterioration in a company’s condition or industry, competitive pressures, an adverse economic environment or rising interest rates. Furthermore, and as noted above, HP VIII’s Debt Investments could be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or a significant portion of which could be secured and bear floating interest rates. In the event any portfolio company cannot generate adequate cash flow to meet debt service, HP VIII could suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of HP VIII. Furthermore, the companies and securities in which HP VIII will invest generally will not be rated by a credit rating agency.

### **Unsecured Loans and Collateral Impairment**

In the event of a default by a borrower underlying a Debt Investment, HP VIII might not receive payments to which it is entitled and thereby could experience a decline in the value of its portfolio investments in the borrower. If HP VIII invests in debt that is not secured by collateral, in the event of such default, such HP VIII will have only an unsecured claim against the borrower. In the case of loans that are secured by collateral, while Harvest generally expects the value of the collateral to be greater than the value of such loans, the value of the collateral could actually be equal to or less than the value of such loans or could decline below the outstanding amount of such loans subsequent to HP VIII’s investment. The ability of HP VIII to have access to the collateral could be limited by bankruptcy and other insolvency laws. Under certain



circumstances, the collateral could be released with the consent of the lenders or pursuant to the terms of the underlying loan agreement with the borrower. There is no assurance that the liquidation of the collateral securing a loan would satisfy the borrower's obligation in the event of non-payment of scheduled interest or principal, or that the collateral could be readily liquidated. As a result, HP VIII might not receive full payment on a secured loan portfolio investment to which it is entitled and thereby could experience a decline in the value of, or a loss on, the portfolio investment.

### **Non-United States Investments**

The Funds may invest in companies domiciled outside of the United States. Non-U.S. securities involve certain risks including risks relating to: (i) currency exchange matters; (ii) potential price volatility in, and relative illiquidity of, some non-U.S. securities markets; (iii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation in some countries; (iv) certain economic, social and political risks, including potential exchange control regulations and restrictions on non-U.S. investment and repatriation of capital, the risks of political, economic, or social instability and the possibility of confiscatory taxation or expropriation; (v) the possible imposition of non-U.S. taxes on income and gains recognized with respect to such securities; and (vi) less developed corporate laws regarding, among other things, fiduciary duties and the protection of investors.

### **Cybersecurity**

Cybersecurity risks for investment funds have increased significantly in recent years because of, among other things: the proliferation of the Internet and telecommunications technologies to conduct financial transactions; the ability and degree to which investment managers collect and maintain proprietary and other nonpublic data, as well as publicly available data that may be organized in a manner that is not publicly available; and the increased sophistication and activities of organized crime, hackers, terrorists, and other external parties, including foreign state actors. Harvest, the Funds and the portfolio companies will face cybersecurity threats to gain unauthorized access to sensitive information, including, without limitation, information regarding the limited partners and the Fund's investment activities, or to render data or systems unusable, which could result in significant losses. If such events materialize, they could lead to losses of sensitive information or capabilities essential to the operations of Harvest, the Funds and the portfolio companies and could have a material adverse effect on their reputations, financial positions, results of operations, or cash flows, could lead to financial losses from remedial actions, loss of business, or potential liability, or the disclosure of limited partners' personal information. Similarly, the public perception that Harvest, the Funds or portfolio companies have been the target of a cybersecurity threat, whether successful or not, could have a material adverse effect on their reputations and could lead to financial losses from loss of business, depending on the nature and severity of the threat.

Cybersecurity attacks are evolving and include, but are not limited to, computer viruses, malicious or destructive code, phishing attacks, denial of service or information, attempts to gain unauthorized access to data, improper access by employees or vendors or other electronic security breaches that could lead to: disruptions in network access or business operations; unauthorized

collection, monitoring, use or release of confidential or otherwise protected information; or loss, destruction or corruption of data. Harvest or a portfolio company's controls and procedures, business continuity systems, and data security systems could prove to be inadequate. These problems could arise in both Harvest's or a portfolio company's internally developed systems and the systems of third-party service providers, upon which Harvest or a portfolio company rely. Given the variety and potential severity of cybersecurity threats, Harvest, the portfolio companies and the third-party service providers upon which they rely may not have adequate insurance coverage to compensate against all losses.

### **General Data Protection Regulation**

Data protection and regulations related to privacy, data protection and information security could increase costs, and a failure to comply could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations of a portfolio company.

European Union data protection law currently in effect is derived from the Data Protection Directive (Directive 95/46/EC) and has been implemented by national legislation across all 28 European Union member states. The General Data Protection Regulation (EU 2016/679) went into effect on May 25, 2018. Compliance with current and future privacy, data protection and information security laws could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and some of Harvest's current and planned business activities. A failure to comply with such laws could result in fines, sanctions or other penalties, which could materially and adversely affect results of operations and overall business, as well as have an impact on reputation.

### **Joint Venture Partners**

The general partner or investment manager of a Fund could cause such Fund to enter into joint ventures with third-party operators, joint venture partners, managers or other persons with respect to the management of specified portfolio investments or categories of portfolio investments and, in connection therewith, such third-party managers or other persons could receive management fees and/or performance-based compensation such as a carried interest in vehicles through which such joint ventures invest. A Fund could also hold certain portfolio investments through investment vehicles managed in whole or in part by such third-party operators, joint venture partners, managers or other persons where the general partner or investment manager of such Fund has determined this is necessary or appropriate due to regulatory or other comparable reasons.

To the extent such joint ventures represent bona fide investment arrangements with third-party operators, joint venture partners, managers or other persons with respect to the management of specified portfolio investments or categories of portfolio investments, any compensation of such third-party operators, joint venture partners, managers or other persons, which will reduce a Fund's returns from the relevant portfolio investments, will not offset carried interest or management fees paid to the general partner or the investment manager of such Fund and will increase the cost of the investors' investment in such Fund. In addition, to the extent a dispute arises between Harvest and third-party operators, joint venture partners, managers or other persons, the Fund's portfolio investments relating thereto would be affected adversely.

**Co-Investments**

See under “Performance Based Fees and Side-by-Side Management” and “Co-Investments” above.

**Service Providers**

Service providers or affiliates of service providers (including lenders, brokers, accountants, administrators, bankers, consultants, attorneys, and investment banking firms) of the Funds will be in a position to provide certain services to employees of Harvest and Harvest itself with respect to non-Fund matters. Harvest may recommend to a Fund or portfolio company that it contract for services with such service providers. As such, the receipt of services with respect to non-Fund matters may influence or have the appearance of influencing Harvest’s decision whether to select such service provider for Harvest or the Funds or whether to recommend such service provider to a portfolio company. Furthermore, to the extent such service provider relies or depends on Harvest for such recommendations or selection, such service provider may be conflicted in the course of work that otherwise requires independence or impartiality. For instance, if such service provider relies or depends on the referrals or direction of Harvest for work performed for a Fund, such service provider may be inclined to provide better or more resources to the work of Harvest, other Funds or Harvest personnel than to the work of such Fund. Harvest addresses these conflicts of interest by using reasonable diligence to ascertain whether each service provider provides its service on a “best execution” basis, taking into account factors such as expertise, operational and regulatory controls, availability and quality of service and the competitiveness of compensation rates in comparison with other service providers satisfying Harvest’s service provider selection criteria.

In addition, Harvest will from time to time enter into arrangements with service providers that provide fee discounts for certain services. Generally, Harvest will not itself receive, or permit the general partner of a Fund to receive, discounts with respect to services that are also provided to the Funds or portfolio companies unless such Funds or companies are charged similar rates. However, a portfolio company may not enjoy such discounts to the extent it engages such service provider on its own behalf and on independent terms.

Finally, on occasion, employees or other personnel of certain key service providers engaged by Harvest or the Funds may invest in the Funds. Investments from these parties are subject to the same subscription process as other investors in the Funds.

**Minority Owner**

A minority interest in Harvest is owned by certain investment funds managed by the Alternative Investment and Manager Selection Group of Goldman Sachs Asset Management, L.P. (“AIMS GS”). AIMS GS does not have authority over the day-to-day operations of investment decisions of Harvest as they relate to the Funds, although it has negotiated certain minority protection and consent rights in connection with its investment in Harvest. Although it intends to maintain operations, strategy and investment decisions separate from AIMS GS, Harvest generally may have incentives to conduct operations in a manner that benefits AIMS GS.

## **Disciplinary Information**

Harvest and its employees have not been involved in any legal or disciplinary events in the past 10 years that would be material to an investor's evaluation of Harvest or its personnel.

## **Other Financial Industry Activities and Affiliations**

The Principals may serve as members of the boards of directors or similar governing bodies of various companies and may participate in other activities outside of the Funds and Harvest. Conflicts may arise as a result of such activities and in the allocation of management resources. Investors should be aware that receipt of material non-public information by Principals regarding these companies could preclude the Funds from effecting transactions in the securities of such companies (to the extent permitted under its limited partnership agreement). The possibility exists that the companies with which one or more of the Principals is involved could engage in transactions which would be suitable for the Funds, but in which the Funds might be unable to invest.

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

Harvest has adopted a written code of ethics that is applicable to all employees. Among other things, the code requires Harvest and its employees to act in clients' best interests, abide by all applicable regulations and avoid even the appearance of insider trading. In addition, among other requirements, employees must disclose to Harvest the existence of personal securities accounts, pre-clear personal trades of initial public offerings or limited offerings and report personal securities transactions. Harvest regularly reviews its compliance systems and procedures with outside counsel and compliance consultants. Should potential conflicts of interest arise, Harvest's investment professionals have an ongoing responsibility to report such conflicts to the chief compliance officer, who will address conflicts on a case-by-case basis.

A copy of Harvest's code of ethics is available upon request to any investor or prospective investor.

The investment professionals of Harvest invest in the Funds as indirect partners of the general partners of the Funds or as special limited partners of the Funds. As indirect partners of the Funds, the investment professionals of Harvest invest in transactions made by the Funds. While investments by related persons and investment professionals of Harvest are intended to align interests of Harvest and its related persons with those of the Funds, such investments may create conflicts (for example, in a diverse group of investors, including the investment professionals, with conflicting tax or other interests, decisions may be made that are more beneficial to one type of investor). Generally, investments and divestures are made on the same economic terms at the investment level for all partners of the Funds, including for Harvest's related persons. Each investment is made pro rata among the partners of each Fund and Harvest's related persons who are indirect partners so that Harvest's related persons may not receive favorable terms or greater exposure to certain investments.

As described below under "Passive Financing Vehicles", from time to time, the Principals and certain Harvest employees participate in an investment vehicle established to provide debt

financing to certain of the Funds' portfolio companies. These transactions are carefully reviewed by Harvest's senior management and undertaken only to the extent that they are not otherwise prohibited by the limited partnership agreements of the applicable Funds.

### **Conflicts due to Investment Activities of Other Harvest Investment Funds**

From the perspective of any of the HP PE Funds or the HP SCF Funds (the "Applicable Fund"), the Firm, the general partners of such Funds, the Principals and one or more of their respective affiliates (including, for this purpose, investment professionals and other personnel) may have ongoing interests, including economic interests, in other Harvest investment vehicles (the "Conflicting Fund") that are invested in one or more of the portfolio companies in which the Applicable Fund invests or in competitors of such portfolio companies. That is, in instances where a HP PE Fund is the Applicable Fund, such entities or persons may have interests in the HP SCF Funds which, in turn, is an investor in one or more of the portfolio companies of such Applicable Fund and vice versa. Such entities and persons may also have interests in competitors of such portfolio companies. The performance and operation of such competing businesses could conflict with and adversely affect the performance and operation of the Applicable Fund or the portfolio companies in which either of these Funds invest and could adversely affect the prices and availability of business opportunities or transactions available to the Applicable Fund or such portfolio companies. Accordingly, such entities and persons are likely to experience a variety of conflicts of interest to the extent that the interests of such Conflicting Funds would be adversely affected by investment decisions that would otherwise be in the best interest of the Applicable Fund.

Similarly, if such entities or persons are faced with investment decisions for such Conflicting Fund that would be in the best interest of such Fund but would otherwise adversely impact the Applicable Fund or any of its portfolio companies, they will nevertheless be incentivized to make such decisions for the benefit of such Conflicting Fund to the detriment of the Applicable Fund or such portfolio company if they are economically or otherwise incentivized to do so (e.g., due to the prospect of earning more carried interest, management fee or other fees).

Such conflicts will be exacerbated when a HP PE Fund and the HP SCF Funds invest in different parts of the capital structure of the applicable portfolio company. For example, in the event a portfolio company enters bankruptcy, it may be in the best interest of the HP SCF Funds for it to aggressively pursue the company's assets to fully satisfy the company's obligations or indebtedness to the HP SCF Funds. As a result, the HP PE Fund holding more junior securities of the same company might not have access to sufficient assets of the company to completely satisfy its bankruptcy claim against the company and may suffer a loss. Because of the potential harm to the HP PE Fund's holdings, however, the general partner of such Fund, the Firm, the Principals or one or more of their respective affiliates (including, for this purpose, investment professionals and other personnel) may be disinclined to pursue the company's assets (or to pursue them as aggressively as might otherwise be the case) as a result of their conflicting interests in such HP PE Fund. Conversely, the foregoing entities or persons may be incentivized to make riskier or more speculative investment decisions on behalf of the applicable HP PE Fund with the hopes of extracting value from junior securities that are otherwise significantly impaired to the detriment of the holdings of the HP SCF Funds.

Accordingly, prospective investors should expect that conflicts will arise when the HP SCF Funds is investing in a portfolio company owned by one or more HP PE Funds. With respect to these and any other conflicts of interest, the general partner of the applicable Fund and the Firm will endeavor to resolve them in a manner they determine to be fair and reasonable under the circumstances and over time. Nevertheless, there can be no assurance that any such conflicts will be resolved in a manner that is fair and equitable to the each of the Funds or any of their portfolio companies.

Prospective investors should consult the relevant offering documents and limited partnership agreements for a more detailed understanding of risks and conflicts of interest that may arise in connection with an investment in the Funds.

### **Passive Financing Vehicles**

From time to time, when a Fund has committed or intends to acquire a security of or investment in a portfolio company and one or more third parties have committed or intends to acquire (or has otherwise underwritten) the entirety of the debt instruments of such portfolio company (any such third party, a “Portfolio Company Lender”), then, a partnership or other entity (the partners or other owners of which consist of one more principals or employees of Harvest) (a “Passive Financing Vehicle”) will be permitted to also acquire such debt instruments. To manage conflicts that may arise, Harvest generally requires (i) the Passive Financing Vehicle’s holdings to be de minimis in value relative to the value of the applicable investment and (ii) the Passive Financing Vehicle to not be entitled to exercise any voting or similar indicia of control (subject to certain exceptions). It is anticipated that such investments will include “equity kickers” and other similar incentives.

### **Allocation of Investment Opportunities Between or Among Funds**

Harvest will, from time to time, be presented with investment opportunities that fall within the investment objectives of more than one Fund. Investment opportunities which are within such common objectives and guidelines will generally be allocated between or among such Funds on a basis that Harvest believes in good faith to be fair and reasonable (unless the limited partnership agreements for such Funds require otherwise). Such allocation will typically take into account the sourcing of the transaction, the nature of the investment focus of each such other investment fund, the relative amounts of capital available for investment, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals, any requirements contained in the governing documents of such other funds and other considerations deemed relevant by the general partner of the applicable Funds and Harvest in good faith.

### **Cross Trades Between Funds and Portfolio Companies**

From time to time, in connection with (or subsequent to) a transaction involving the sale of an investment held by a Fund and one or more third-parties acquiring such investment, one or more other Funds managed by Harvest could acquire a portion of the investment being sold in connection with such transaction. In some instances, the portion acquired by such Fund could be acquired through such third-party; however, in other instances, the portion acquired could be acquired directly from the selling Fund through a cross-trade. Such portion could also represent a material portion of the investment being sold.

Any such acquisition by a Fund would be based on terms, including price, that the general partner of such Fund determines in good faith to be no less favorable than the arms-length terms negotiated between the Fund selling the investment and the acquiring third party or third parties. Similarly, any sale by a Fund in such transaction would be based on terms, including price, that the general partner of such Fund determines in good faith to be no less favorable than the arms'-length terms negotiated between such Fund and the acquiring third-party or third-parties. In addition, all the Funds participating in such transaction, including, for the avoidance of doubt, the Fund selling the investment, could be required to disclose the terms of such transaction to (or in the case of certain Funds, obtain consent from) their respective board of advisors.

Similar to the foregoing, it is possible that one or more portfolio companies of a given Fund could sell or acquire assets, securities or other property to or from other Funds or their portfolio companies (or that such Fund could sell or acquire assets, securities or other property to or from the portfolio companies of other Funds). Harvest expects that any such sales or acquisitions will occur in the ordinary course operations (or otherwise in connection with the good faith and reasonable operations) of such portfolio companies (including, as the case may be, in connection with the strategic or organic growth initiatives of such portfolio companies).

#### **Enhanced Relationships with Certain Limited Partners**

In some cases, limited partners will also directly or indirectly (through an affiliate) provide financing, insurance, advisory or other services to Harvest, the Funds or one or more of their respective portfolio companies. To the extent Harvest, any such Fund or any such portfolio company is seeking a provider of such services, they will be incentivized to procure such services from a limited partner (or one of its affiliates) on a basis other than best execution, best price or other similar basis. Such limited partners will also be aligned with Harvest, such Fund or one or more of their portfolio companies in manner that could give rise to conflicts of interest to the extent such limited partners are represented on the respective Fund's board of advisors.

#### **Operating Executives**

The general partner of each Fund is permitted, in its sole discretion, to retain the services of one or more business executives or other persons who, in the good faith determination of the general partner, possess substantial, significant or otherwise relevant experience or expertise to serve as consultants to the general partner, Harvest, the applicable Fund or any portfolio company (each, an "Operating Executive"). The general partner can also determine the nature, form and amount of compensation of any such Operating Executive, the nature of which can be performance-based or not performance-based and which forms of compensation can include salary, bonus, securities, options, profits interests, one-time or periodic fees (including retainer fees, success-based fees or board fees), expense reimbursements, co-investment rights with respect to one or more portfolio investments, employee benefits or other similar forms of compensation, whether paid in cash or in kind (collectively, "Operating Executive Compensation"). Unless determined otherwise by the general partner in its sole discretion, any and all Operating Executive Compensation will be borne or paid by the relevant Fund or the portfolio company (or portfolio companies) to which the applicable Operating Executive's services relate and not the general partner, Harvest or any of their respective affiliates.

Because the fees, costs and expenses associated with the engagement, retainer or employment of an Operating Executive will generally not be borne by the general partner, Harvest or any of their respective affiliates, Harvest will have an incentive to engage a prospective Harvest employee as an Operating Executive, rather than as a Harvest employee. This incentive is heightened by the flexibility afforded to each general partner and Harvest in connection with how to structure any such engagement, retainer or employment, which will include permitting such executive to exhibit indicia similar or comparable to that of a Harvest employee (by way of example, but not limitation, allowing such Operating Executives to possess business cards containing Harvest's name or logo, allowing them to possess and use computer hardware, a mobile telephone, a dedicated telephone number (or extension), or an electronic mail address similar to ones used by other Harvest employees; permitting them access to (and use of) Harvest's office space and office files (including electronic files); and permitting them to attend before or at Harvest's investment committee meetings). Although each general partner and Harvest intend to make all Operating Executive engagement, retainer or employment decisions in good faith and only to the extent that any such Operating Executive possesses substantial, significant or otherwise relevant experience or expertise to serve as consultants to the applicable general partner, Harvest, the applicable Fund or any portfolio company, it will not always be readily apparent that such decisions were necessarily made in such fashion and reasonable minds will disagree.

## **Brokerage Practices**

From time to time, the Funds may enter into currency transactions for the purposes of hedging non-U.S. investments. Neither Harvest nor any Fund typically participates in trading through broker-dealers. To the extent any Fund purchases public securities as part of a private equity transaction or acquires such securities as a result of a portfolio company going public, Harvest will cause such Fund to follow applicable SEC guidelines to seek best execution when implementing such transactions.

Harvest does not have formal soft dollar arrangements. However, Harvest may receive access to research made available through brokerage firms or investment banks. Harvest believes this research is available to all managers of similar size. Harvest does not direct transactions in lieu of payments for research or other services that do not benefit the Funds.

## **Review of Accounts**

Harvest maintains continuous and ongoing oversight and review of the Funds' portfolio holdings by its senior investment professionals, including the Principals. Harvest furnishes audited financial statements to the Funds' limited partners annually. In addition, on a quarterly basis the Firm provides limited partners with unaudited financial statements and descriptive information regarding each portfolio company. The general partner of each Fund will furnish to each limited partner a Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report annually.

## **Client Referrals and Other Compensation**

The Firm may engage placement agents, pursuant to a written agreement, to solicit investors for the Funds. Harvest generally assumes full economic responsibility (through an offset to its management fees) for all fees payable to any placement agent in connection with the solicitation of new investors.



## **Custody**

The Funds' cash, cash equivalents and, generally, certificated securities are held by unaffiliated, qualified custodians. Harvest is deemed to have custody of the Funds' assets because Harvest's affiliated entities, the general partners of the Funds, can access the Funds' assets. In compliance with the Advisers Act, Harvest has arranged for an annual audit of the Funds which are performed in accordance with U.S. generally accepted accounting principles (GAAP). A copy of the audited financial statements for each Fund is distributed to its limited partners within 120 days of the Fund's fiscal year end.

## **Investment Discretion**

The Funds' offering documents, limited partnership agreements and/or investment advisory agreements signed by each Fund's general partner or investment manager provide Harvest with discretionary investment authority.

## **Voting Client Securities**

The Funds' limited partnership agreements permit the purchase of equity positions which may occasionally solicit shareholder votes. In the event a Fund holds such equity positions or other positions that may solicit proxies, it is Harvest's policy to review the proxies to determine whether a vote is material to shareholder value and in the best interest of the Funds. When a vote is deemed material to shareholder value it is Harvest's policy to vote in a manner which it believes will increase shareholder value the most or decrease shareholder value the least. Harvest may abstain from voting if it deems that abstinence is in the Funds' best interests or when Harvest has determined that the vote is immaterial to the value of the securities held by a Fund.

Current investors may request a copy of Harvest's full proxy voting policies and procedures and record. Please contact Harvest's chief compliance officer at (212) 599-6300.

## **Financial Information**

Harvest has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage client accounts.