

# Leeds Equity Advisors, Inc.

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Form ADV Part 2A: Firm Brochure  
March 31, 2022

**This brochure provides information about the qualifications and business practices of Leeds Equity Advisors, Inc. If you have any questions about the content of this brochure, please contact Peter Lyons at (212) 835-2052 or by email at [Peter.Lyons@leadsequity.com](mailto:Peter.Lyons@leadsequity.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 Leeds Equity Advisors, Inc. is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration with the SEC does not imply any level of skill or training.**

## **Item 2 – Material Changes**

This brochure dated March 31, 2022 serves as an update to the brochure of Leeds Equity Advisors, Inc. dated March 31, 2021 (the “Prior Brochure”). There have been no material changes to this brochure since it was last updated. This brochure contains routine annual updates to the prior brochure, as well as certain other updates, including those regarding risk factors and conflicts of interest and includes certain additional Funds and their related General Partners (as such terms are defined herein).

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#### **Item 4 – Advisory Business**

Leeds Equity Advisors, Inc. (the “Adviser,” “Leeds Equity,” “Leeds” or the “Firm”) is a Delaware S-Corporation owned and controlled by Jeffrey T. Leeds. The Firm provides investment advisory services to private funds that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”) and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”). The amount of discretionary assets under management as of December 31, 2021 is approximately \$4,229,514,166 and is based on unaudited financial data which are subject to change. The figure includes \$127,075,365 in uncalled capital commitments for certain Funds (as defined herein) that are beyond their investment period for which the relevant General Partners (as defined herein) do not expect to fully call capital for additional investments.

Leeds Equity, along with the General Partners of each of the Funds (the “General Partners”) (i) originate, recommend, structure and identify sources of capital for investment opportunities to the Funds, (ii) monitor, evaluate and make recommendations regarding the timing and manners of disposition of portfolio company investments and (iii) provide such other services related thereto for the Funds.

The primary focus of Leeds Equity’s investment advisory activity is on recommending and making investments in equity and equity-related securities in the education, training and information services industries (the “Knowledge Industries”). The Knowledge Industries includes businesses offering products, services and solutions that enable individuals and enterprises to be more effective in an increasingly global, hyper-competitive, information-intensive and fast changing marketplace.

The Firm currently serves as the investment adviser for a number of private funds (the “Main Funds”). Leeds Equity has established, and in the future is expected to establish, Funds on a transaction by transaction basis to allow certain persons to invest alongside one or more of the Main Funds in a particular investment opportunity (the “Co-Investment Funds”). Co-Investment Funds are typically limited to investing in securities relating to the transaction or transactions with respect to which they were organized. Unless otherwise prohibited by law or the insider trading or other internal policies of the applicable portfolio company, each Co-Investment Fund is required to dispose of a pro rata portion of any portfolio investment at the same time and on the same terms and conditions on which the other Funds dispose of a proportionate share of their investment. As a general matter, Co-investment Funds typically purchase investments at the same time and on the same terms as the Main Fund. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle (including a co-investing Fund) purchases a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility. Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund’s completion of the investment to avoid any changes in valuation of the investment, but in certain instances could be well after the Fund’s initial purchase. The Firm currently serves as the investment adviser to all such Co-Investment Funds.

Additionally, Leeds Equity is permitted to also organize certain other Funds which are “feeder” vehicles organized to invest exclusively in a Main Fund (“Feeder Fund”), and/or alternative investment vehicles one of the Main Funds organized to address, for example, specific tax, legal, business, accounting or regulatory-

related matters that may arise in connection with a transaction (“Alternative Investment Vehicle” and together with the Feeder Funds, the Co-Investment Funds and the Main Funds, the “Leeds Equity Funds” or the “Funds”). The Firm currently serves as the investment adviser to all of the Funds.

Investment advice is provided directly to the Funds, subject to the discretion and control of the applicable General Partner, and not individually to investors in the Funds (generally referred to herein as “investors,” “partners” or “limited partners”). Services are provided pursuant to separate investment advisory agreements with the Funds (each, an “Advisory Agreement”) and/or operating agreements of the applicable Fund. Investment restrictions, if any, are generally set forth in the operating agreements of the applicable Funds.

## **Item 5 – Fees and Compensation**

*Management Fee.* As compensation for investment advisory services provided under the advisory agreements with each Main Fund, Leeds Equity receives an annual management fee payable quarterly in advance. Upon termination of an advisory agreement, appropriate treatment will be given to all management fees collected in advance. As described below, management fees generally will be reduced or waived in connection with the receipt by Leeds Equity or its related persons of various fees paid by actual or prospective portfolio companies. The management fee is generally subject to waiver or reduction by Leeds Equity in its sole discretion, including in connection with investments made by the General Partners or related persons. Leeds Equity’s compensation is generally defined in the operating agreements of the applicable Leeds Equity Fund (a “Partnership Agreement”) or in the Advisory Agreement between Leeds Equity and such Leeds Equity Fund, or both. The terms of the management fees are generally negotiated with investors in the Leeds Equity Funds (whose investors are usually highly sophisticated and represented by knowledgeable counsel). Leeds Equity generally does not charge management fees on capital committed or co-investments made by an employee of the Advisor or a current or former portfolio company executives (an “Executive Limited Partner”). Similarly, limited partners of its Main Funds that separately co-invest directly in a particular portfolio company or in a Co-Investment Fund are generally not charged management fees on these Funds. In addition, Leeds Equity does not charge a separate management fee to the Feeder Funds and the Alternative Investment Vehicles (as defined herein); however an investor in the Feeder Funds and Alternative Investment Vehicles indirectly bear the management fee through the management fee charged to the Main Fund. As a general matter, management fees will be payable during term extensions unless otherwise agreed with investors in the relevant Fund.

*Other Fees and Expenses.* Generally, and except as otherwise set forth in the Partnership Agreement of a Leeds Equity Fund, Leeds Equity will ultimately bear all fees and out-of-pocket expenses of any placement agent that solicits investors for the Funds. The Funds will bear all legal and other expenses, including the out-of-pocket expenses of the applicable General Partners, incurred in the formation of the Funds up to an amount specified in the relevant Partnership Agreement. Organization expenses in excess of this amount, if any, ultimately will be borne by Leeds Equity and may offset management fees.

Generally, and except as otherwise set forth in the Partnership Agreement of the applicable Leeds Equity Fund, the General Partner of each Fund shall bear and be charged with the costs and expenses associated with the overhead necessary for the Fund’s operations, fees paid to members of any advisory board and

compensation of the General Partners' and Adviser's personnel ("General Partner Expenses"). The Funds shall generally bear and be charged with all fees, costs, expenses, liabilities and obligations relating to the relevant Fund's and/or its subsidiaries' and intermediate entities' activities, business, portfolio companies or actual or potential investments, including with respect to any person formed to effect the acquisition and/or holding of a portfolio company (or to the extent not borne or reimbursed by a portfolio company or potential portfolio company or any of their respective subsidiaries) other than General Partner Expenses (the "Partnership Expenses"), including, without limitation, fees, costs, expenses liabilities and obligations relating or attributable to: (i) activities with respect to origination, identifying and sourcing of investment opportunities for the relevant Fund, including meeting with consultants, broker-dealers, investment banks and other sources of investments and developing an investment pipeline; (ii) activities with respect to the structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to any periodicals, databases and/or research services), 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, portfolio companies and the relevant Fund's 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, expert networks, third-party diligence and deal-sourcing 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; (iii) indebtedness of, or guarantees made by, the relevant Fund, such Fund's General Partner, Leeds Equity or any Executive Limited Partner on behalf of such Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) financing, commitment, origination and similar fees and expenses; (v) broker, dealer, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (vi) brokerage, sale, custodial, depository (including any depository appointed pursuant to the AIFMD), Swiss representative and paying agent appointed 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 (excluding, for the avoidance of doubt, the costs and expenses associated with engaging any depository or Swiss representative and paying agent that are otherwise organizational expenses); (vii) legal, accounting, research, auditing, administration (including fees and expenses associated with compliance with any anti-money laundering laws and regulations and any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services as well as costs related to the establishment or maintenance of such other services), consulting (including consulting and retainer fees, salary and other compensation paid and benefits provided to the operations group or any of its members, consultants performing investment initiatives or providing services related to environmental, social and governance investment considerations and policies and other consultants), tax and other professional services; (viii) expenses associated with the reporting, filings or other ongoing compliance requirements contemplated by the Directive 2011/61/EU of the European Parliament and of the Council dated June 8, 2011 on Alternative Investment Fund Managers, together with Commission Delegated Regulation (EU) No 231/2013 supplementing Directive 2011/61/EU (the "AIFMD") (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings

and compliance obligations related thereto), including secondary legislation, regulations, rules and/or associated guidance, and any related requirements; (ix) reverse breakup, termination and other similar fees; (x) insurance (including directors and officers liability, fidelity bond, portfolio company management liability, cybersecurity, 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 and broker fees, costs and commissions) and the costs of any consultants or other advisors utilized in the procurement, review and analysis of insurance policies; (xi) filing, title, transfer, survey, registration and other similar fees and expenses; (xii) printing, communications, mailing, courier, marketing and publicity; (xiii) the preparation, distribution or filing of financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with limited partners, any other administrative, compliance or regulatory filings or reports (including Form PF and Bureau of Economic Analysis Reports) or other information, including fees, costs and expenses of any third-party service providers and professionals related to the foregoing; (xiv) compliance with any financial account reporting regime applicable to the relevant Fund, any alternative investment vehicle and/or such Fund's General Partner, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, and any fees, costs and expenses of any third-party service providers and professionals related to the foregoing; (xv) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting and ledger systems) or other administrative or reporting tools (including subscription-based services); (xvi) any activities with respect to protecting the confidential or non-public nature of any information or data (including any costs and expenses incurred in connection with compliance with the EU Data Protection Law or FOIA); (xvii) to the extent provided in the relevant Fund's Partnership Agreement, or otherwise approved by such Fund's General Partner in its sole discretion, activities or proceedings of such Fund's advisory board (including any costs and expenses incurred by representatives of the relevant General Partner, the advisory board members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory board); (xviii) indemnification obligations (including legal and any other fees, costs and expenses incurred in connection with indemnifying any limited partner or other person pursuant to the relevant Fund's Partnership Agreement or otherwise 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 such Fund's Partnership Agreement), except as otherwise set forth in such Fund's Partnership Agreement; (xix) 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; (xx) any annual limited partner meeting or other periodic, if any, meetings of the limited partners and any other conference, meeting or webcast with any limited partner(s), and any periodic executive forum of portfolio company management and other persons; (xxi) the relevant Fund's management fee; (xxii) except as otherwise determined by the relevant 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 Partnership Expense if it were incurred in connection with the relevant Fund, and any expenses incurred in connection with the formation, management, operation, termination, winding-up and dissolution of any feeder vehicles related to such Fund, in each case, to the extent not paid by the investors investing in such entities and any other costs and expenses related to any structuring or restructuring of such Fund and/or its affiliated entities; (xxiii) the

termination, liquidation, winding-up or dissolution of the relevant Fund and any legal entities owned directly or indirectly by such Fund, including portfolio companies and related entities; (xxiv) defaults by limited partners in the payment of any capital contributions; (xxv) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the relevant Fund or its General Partner, any parallel fund or its general partner, Leeds Equity, any entities owned directly or indirectly by such Fund (including portfolio companies) and any alternative investment vehicle of such Fund or parallel 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 the relevant General Partner, the general partner of any parallel fund, and Leeds Equity shall only be Partnership Expenses to the extent such amendments, waivers, consents or approvals relate to the affairs of the relevant Fund, any parallel fund or any alternative investment vehicle thereof); (xxvi) (A) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider fees, costs and expenses related thereto, any regulatory expenses of the relevant General Partner incurred in connection with the operation of the relevant Fund and any costs and expenses related to compliance with any environmental, social or governance investment considerations and policies of the relevant General Partner and/or Fund and/or (B) any costs and expenses related to the validation of any payments made to the relevant Fund or General Partner in connection with any voluntary or compulsory review (including any anti-money laundering laws, rules or regulations); (xxvii) any litigation or governmental inquiry, investigation or proceeding, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for under the relevant Fund's Partnership Agreement; (xxviii) any experts, including independent appraisers, engaged by the relevant General Partner in connection with the a Fund considering, making, holding or disposing of, directly or indirectly, an investment in the same person as one or more investment vehicles (other than such Fund) managed or controlled by the relevant General Partner or any of its affiliates; (xxix) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer of an interest in the relevant Fund or any limited partner's name change, internal restructuring or change in registered agent or custodian; (xxx) any taxes, fees and other governmental charges levied against the relevant Fund and/or any alternative investment vehicle and all expenses incurred in connection with any tax audit, inquiry, investigation settlement or review of such Fund and/or any alternative investment vehicle (except to the extent that such Partner is reimbursed therefor) and any costs and expenses of or related to the "partnership representative" of such Fund; (xxxi) distributions to the limited partners and other expenses associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxxii) unreimbursed expenses and unpaid fees of the operations group or its members, employees or other persons engaged by the operations group; (xxxiii) compliance or regulatory matters, except as otherwise set forth in the relevant Fund's Partnership Agreement, including compliance with such Fund's Partnership Agreement and/or any letter agreement; (xxxiv) amendments to, and waivers, consents or approvals pursuant to, side letters and similar agreements with limited partners and "most-favored-nations" election processes in connection therewith; (xxxv) attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of the relevant General Partner or Leeds Equity at any trade conference related to the relevant Fund's activities (as reasonably determined by the relevant General Partner), including any applicable registration fees and exhibition, sponsorship or other presentation fees, costs and expenses; (xxxvi) any travel (including, where



appropriate as determined by the relevant General Partner, the cost of using or chartering private aircraft or other private air travel (at a cost not to exceed the cost of corresponding first class commercial airfare), car or ride sharing services or other modes of transportation), lodging or meals relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxvii) any organizational expenses of the relevant Fund; (xxxviii) any placement fees; and (xxxix) any other fees, costs, expenses, liabilities or obligations approved by the relevant Fund's advisory board;

As a general matter, Broken Deal Expenses and other expenses relating to the diligence or evaluation of a prospective investment are allocated among investors within a Fund regardless of whether any individual investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of Leeds Equity and/or its affiliates; the relative percentage of these expenses that are borne by various stakeholders (including the relevant Fund, any co-investors, portfolio company management and other persons) is expected to depend upon the level at which such expenses are charged or incurred. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In certain cases, these or similar expenses are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. The General Partner reserves the right to agree with operating partners, joint venture or similar partners, service providers, portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of a profits interest granted in the relevant investments or related intermediate entities. While such an arrangement could be more favorable to the relevant Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such profits interest generally would have a dilutive impact on the Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation. Each Fund also generally will bear the costs of implementing, monitoring and complying with investment guidelines and directives relating to the Fund's strategy, including in side letters relating thereto. Additionally, subject to the Partnership Agreements, a Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Fund invests.

*Other Services.* Leeds Equity and its related persons will typically perform transactional and financial advisory services ("Other Services") for, and will be compensated by, and receive reimbursement for expenses from, actual or prospective portfolio companies or other transaction related investment vehicles of the Leeds Equity Funds, including such fees in connection with mergers, acquisitions, refinancings, add-on acquisitions, public offerings, dispositions and other transactions.

While fees for Other Services are in addition to the management fees paid by the Leeds Equity Funds, future management fees are typically reduced by a percentage of fees for Other Services received by Leeds Equity that relate to services performed for actual or prospective portfolio companies of a specific Leeds Equity Fund. The calculation of such reduction varies from Fund to Fund and is described in the applicable Partnership Agreement. If the reduction in any period would reduce the management fee for that period

below zero, any excess is carried forward and used to reduce the management fee for the next period. To the extent that the Fund is not charged or is no longer charged a management fee, there will be no further reduction or other distribution to the Funds of the fees for Other Services. Investors generally have the option to elect to receive a pro rata portion of such excess fees at the termination of the Partnership.

The Adviser, its affiliates and the Funds' portfolio companies are also permitted to engage and retain senior advisers, consultants, and other professionals who are not employees of the Adviser or its affiliates and who are expected to, from time to time, receive payments and reimbursement of expenses from, or allocations with respect to, portfolio companies and/or other entities. Such persons will receive compensation, including, but not limited to, cash fees, profits or equity interests in a portfolio company, a share of proceeds upon sale of a portfolio company, benefits and other indicia of employment, retainer fees, consulting fees, and/or other incentive-based compensation, the amount of 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 such persons, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such portfolio company. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the relevant Fund's investment, and has the potential to result in economic effects greater than the original amount of compensation, and the relevant Fund typically will bear the costs of all such persons' compensation as well as fees, costs and expenses of structuring arrangements with such persons. Such persons also generally will be reimbursed for certain travel and other costs in connection with their services. No such amounts will offset or reduce any management fees.

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

A portion of each Leeds Equity Fund's net investment profit is allocated to the capital account of its General Partner as "Carried Interest," subject to the Fund achieving certain performance thresholds. The precise amount of, and the manner and calculation of, the Carried Interest of each Fund is disclosed in the organizational and offering documents of each Fund. Co-Investment Funds established by Leeds Equity may or may not be charged a performance-based fee, or may be charged a performance-based fee at a lower rate than the Funds with which they co-invest. Similarly, Leeds Equity is permitted to exempt certain investors in the Funds from all or a portion of the Management Fees and/or carried interest, including Leeds Equity personnel and any other person designated by Leeds Equity, such as "friends and family" of Leeds Equity or its personnel or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors. Additionally, to the extent that Leeds Equity has Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or Leeds Equity personnel are assigned varying percentages of carried interest from the Funds, Leeds Equity and such personnel are 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. Each General Partner of a Leeds Equity Fund is a related person of Leeds Equity. Profits and losses of an Alternative Investment Vehicle and its related Feeder Fund(s) will generally contain terms and conditions substantially similar to those of the Main Fund with respect to which it is formed and profits and loss will generally be aggregated with those of such Main Fund for purposes of determining distributions by the Main Fund and the Alternative Investment Vehicle.

Performance-based fee arrangements create an incentive to favor higher fee paying Leeds Equity Funds over other Leeds Equity Funds in the allocation or divestment of investment opportunities. Leeds Equity has procedures designed to prevent this conflict from influencing the allocation of investment opportunities among the Leeds Equity Funds. Leeds Equity reserves the right in its sole and absolute discretion give certain persons (including limited partners, members of the advisory board, certain operating advisors and executives and other third parties) an opportunity to co-invest in particular portfolio investments alongside the Leeds Equity Funds, including for example, on the basis of the size of an investor's commitments to a Fund as well as a broad range of other considerations, including commercial considerations for the applicable portfolio investment, an investor's stated desire to participate in co-investments, the General Partner's determination of the appropriateness of offering a co-investment opportunity, an investor's ability to execute such offer and the approval of transaction counterparties. There can be no assurances with respect to the amount of any co-investment opportunity that will be made available to an investor in connection with an investment in a Fund, and nothing in this Brochure constitutes a guarantee, prediction or projection of the availability to an investor of co-investment opportunities. Investing in a Fund does not entitle any investor to allocations of co-investment opportunities and such opportunities typically will be offered to some and not other investors, or to third parties who are not investors in the Fund. The terms of any such investment, including the fees and carried interest applicable to such co-investment, if any, will be negotiated by the Adviser and the potential co-investor on a case-by-case basis in their respective sole and absolute discretion. All co-investments shall be made in the same securities as those in which the Leeds Equity Funds invests and shall be at a price not less than that paid by the Funds. Unless otherwise prohibited by law or the insider trading or other internal policies of the applicable portfolio company, each Co-Investment Fund is required to dispose of a pro rata portion of any portfolio investment at the same time and on the same terms and conditions on which the other Funds dispose of a proportionate share of their investment. The General Partners are permitted to make a nominal investment in any vehicle formed for a co-investment opportunity.

## **Item 7 – Types of Clients**

Leeds Equity provides investment advisory services solely to the Leeds Equity Funds, and references throughout this Brochure to "clients" and to Leeds Equity's related duties and practices on behalf of its clients and/or investors should be construed accordingly. The limited partners of such Leeds Equity Fund have no control or discretion over Fund investments.

Interests in Leeds Equity Funds are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Limited partners of Leeds Equity Funds generally include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and from time to time include, directly or indirectly, principals or other employees of Leeds Equity and its affiliates and members of their families or other service providers retained by Leeds Equity, as well as executives of portfolio companies.

Minimum investment commitments are typically established for limited partners in Leeds Equity Funds, although the General Partner of each Fund, in its sole discretion, reserves the right to permit investments of

less than the required minimum investment commitment as set forth in the applicable Partnership Agreement.

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

### **Methods of Analysis**

Leeds Equity conducts a thorough review of each prospective investment before recommending the investment to one or more of the Leeds Equity Funds. It is Leeds' policy to ensure that the investment professionals assigned to each prospective investment have completed a regimented due diligence process, specifically addressing key characteristics the Firm believes indicate an attractive investment. Some of these company specific characteristics include an excellent value proposition for the client, proprietary products or processes, key competitive advantages, meaningful barriers to entry, a history of positive, predictable cash flows, sustainable growth and a strong executive team, among others.

### **Sourcing**

Leeds Equity has a history of originating a portion of its investment opportunities on a proprietary basis and has built relationships with numerous management teams and companies resulting from over two decades of focus within the Knowledge Industries. The Firm believes these relationships are critical to identifying future investment opportunities.

### **Due Diligence**

Leeds Equity is rigorous in its due diligence and review of opportunities to seek to ensure that all potential investments satisfy the necessary criteria to invest. The formal due diligence process typically includes a detailed analysis of the market and current and future competitive environment, meetings with company management, site visits, a thorough financial review including projection models, customer interviews, reviews by qualified outside consultants including one or more of an accounting, legal, insurance, regulatory, human capital including background checks on key personnel, and material environmental, social, and governance matters. An integral component of this analysis is the development of a detailed financial model for the company. The diligence process is summarized into a formal investment memorandum which is reviewed by the Investment Committee.

### **Investment Committee**

Investment decisions are made by the Investment Committee acting on behalf of the General Partner of the applicable Fund. The Investment Committee reviews each investment opportunity in a formal meeting prior to investment. While the formal Investment Committee is currently comprised of Jeffrey Leeds, Jacques Galante, Peter Lyons and Scott VanHoy, all Leeds investment professionals are allowed to participate in the meetings leading up to the formal Investment Committee meeting so that each individual has a voice in addressing the opportunities and risks of each potential investment.

While Leeds' culture is grounded less in a formal approval system and more in a deliberate, collegial and thoughtful diligence process in which everyone contributes and participates, no investment is completed without the affirmative consent of 3 of the 4 members of the Investment Committee.

## Active Management

Once a Leeds Equity Fund invests in a particular company, Leeds actively partners with management teams to drive value by implementing a comprehensive set of strategic, operational and financial initiatives over the life of the investment. The Firm has significant experience in assisting portfolio companies professionalize their management and processes, support founders to drive growth or transition to the next generation of managers and capitalize on the myriad of business opportunities available in this constantly changing market. The Firm also leads acquisition and divestiture opportunities on behalf of each portfolio company. Leeds Equity investment professionals generally actively participate on the boards of portfolio companies and partner with management teams in the following areas:

- Strategic planning and corporate development: Strategic planning and the evaluation and execution of merger, acquisition, and divestiture transactions. Also new product / solution development, prioritization of opportunities and execution against those opportunities.
- Organizational design: Leeds Equity has played an active role helping portfolio companies design their operational organizations and board of directors in order to execute the companies' strategic plans.
- Recruiting: Leeds Equity participates in the recruitment of directors and senior managers of its portfolio companies.
- Customer and partner relationship development: Leeds Equity utilizes its relationships in the Knowledge Industries to develop and enhance portfolio companies' customer and partner relationships.
- Capital markets: Leeds Equity has leveraged the Firm's capital markets relationships and experience to help efficiently finance portfolio companies and enhance returns.
- Cross-portfolio collaboration: Leeds Equity creates opportunities for portfolio companies to share best practices and cross-sell where appropriate to drive incremental returns. Leeds Equity also leverages portfolio companies in the due diligence process of potential acquisitions when appropriate.

## Material Risks & Risk of Loss

Investments by Leeds Equity Funds in portfolio companies involve material risks and a risk of loss that investors should be prepared to bear. A Leeds Equity Fund may lose all or a substantial portion of its invested capital. In addition, some of the material risks relating to the investment strategies and to the types of securities typically purchased by a Leeds Equity Fund in connection with those strategies are set forth below. A more detailed description of such risks is included in the private placement memorandum of each Leeds Equity Fund:

*Difficulty of Locating Suitable Investments; Unspecified Use of Proceeds.* Although the principals of Leeds Equity (the "Principals") and other investment professionals of the Advisor have been successful in locating investments in the past, there can be no assurance that a Leeds Equity Fund will be able to find a sufficient number of attractive opportunities to meet its investment objectives or targeted returns or to fully invest its committed capital. A Leeds Equity Fund expects to encounter competition from other entities having similar

investment objectives. Potential competitors include other investment partnerships and corporations, business development companies, strategic industry acquirers and other financial investors investing directly or through affiliates. Further, over the past several years, an ever-increasing number of private equity funds have been formed (and many such existing funds have grown in size). Additional funds with similar investment objectives may be formed in the future by other unrelated parties. Some of these competitors may have more relevant experience, greater financial resources and more personnel than the General Partner, the Adviser and a Leeds Equity Fund. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, regardless of the extent to which the capital commitments of the limited partners are invested (or drawn down to be invested), the limited partners will be required to bear management fees through such Fund during the commitment period based on the entire amount of the limited partners' capital commitments to such Fund and other expenses as set forth in the Partnership Agreements. There is no assurance that a Leeds Equity Fund will be able to generate returns for the limited partners or that the returns will be commensurate with the risks of the investments within the Fund's investment objectives or targeted returns. Purchasers of Interests will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments to be made by a Leeds Equity Fund and, accordingly, will be dependent upon the judgment and ability of the General Partner and the Advisor in investing and managing the capital of such a Fund.

*Dynamic Investment Strategy.* While each General Partner generally intends to seek attractive returns for a Fund through the investment strategy and methods described herein, the relevant General Partner is permitted to pursue additional investment strategies and/or modify or depart from its initial investment strategy, investment process or investment techniques to the extent it determines such modification or departure to be appropriate and consistent with the Partnership Agreements. A General Partner is permitted to pursue investments outside of the industries and sectors in which Leeds Equity has previously made investments or has internal operational experience.

*Valuation of Assets.* There is typically no actively traded market for most of the securities owned by the Funds. When estimating fair value, the Adviser will apply a methodology based on its best judgment that is appropriate in light of the nature, facts and circumstances of the investments. Valuations are subject to multiple levels of review for approval and ensuring that portfolio investments are fairly valued is an important focus of the Adviser. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities may ultimately be sold.

*Investments in the Education and Training Sector.* Leeds Equity Funds are permitted to make significant investments in portfolio companies operating in the education and training sector. While the Adviser intends to avoid investing in companies in highly regulated sectors, some education training companies may be directly or indirectly subject to extensive and varied government regulation, licensing and accreditation requirements at the federal, state and local level. For example, while the Adviser intends to avoid investing directly in providers of postsecondary education, a Leeds Equity Fund may invest in companies that provide services to such companies. Postsecondary education companies that operate higher educational schools

participating in the various federal student financial aid programs under Title IV (“Title IV Programs”) of the United States Higher Education Act of 1965 (the “HEA”) and related regulations are subject to significant regulatory scrutiny and could be adversely affected by a loss of or limitations placed on such companies’ participation in Title IV Programs, which may result from, for example, (i) the loss of state authorization and accreditation allowing such institutions to operate and to grant degrees or diplomas, (ii) student loan defaults in excess of certain prescribed limits, (iii) the failure to demonstrate requisite “administrative capability” pursuant to applicable regulations, (iv) a failure to meet “financial responsibility” standards imposed by the HEA and related regulations, (v) a change in ownership resulting in a change of control of an institution participating in Title IV Programs (e.g., resulting from a significant investment in the operator of such institution), (vi) the failure to return to appropriate lenders or Title IV Programs any excess Title IV Program funds that an institution received in connection with a withdrawing student, (vii) receipt by an institution of more than 90% of its applicable revenues for a fiscal year from Title IV Programs, (viii) the failure of an institution to be accredited by an agency recognized by the Department of Education, (ix) the admission of students whose educational credentials fail to meet minimum requirements, (x) the violation of prescribed limitations on “distance education” courses and (xi) the failure to demonstrate proper “cash management” procedures pursuant to applicable regulations.

Companies in the education and training sector also face significant competition in the often fragmented markets in which they operate. For example, (i) childcare facilities and pre-schools compete for enrollment with family childcare (operated out of the caregiver’s home) and center-based childcare (residential and work-site childcare centers, full and part-time nursery schools, and church-affiliated and other not-for-profit providers), which are often able to provide services at a lower cost and without regulatory oversight, (ii) for-profit secondary education companies compete with traditional public and private not-for-profit schools, which are often lower cost providers as a result of, in part, government subsidies and (iii) for-profit adult education and training providers compete for students with vocational and technical training schools, degree-granting colleges and universities, continuing education programs and commercial training programs, many of which offer programs similar to those offered by such providers at a lower tuition cost due in part to government subsidies, foundation grants, tax-deductible contributions or other financial resources not available to for-profit institutions.

The consumer market for educational products and services is intensely and increasingly competitive and is characterized by rapid changes in technology and customer requirements that may render a portfolio company’s products or services obsolete. Abrupt changes in consumer requirements and market perceptions (including the demand for higher quality content) and advances in computer software and hardware require these providers and companies to develop or acquire new products and to enhance their existing products on a timely basis. Education content providers and education retail companies compete for retail shelf space and general consumer awareness. In the retail distribution channel, resellers typically have available a limited amount of shelf space and promotional resources. Intense competition exists for high quality and adequate levels of shelf space and promotional support from retailers. Education content providers and education retail companies compete for shelf space against non-educational and reference category publishers such as games.

*Investments in the Information Services Sector.* A Leeds Equity Fund is permitted to make investments in portfolio companies operating in the information services sector which includes information and data solutions, and certain sub-sectors within technology-enabled business services and application software. The information services industry is dependent on developing and marketing new products and services that respond to technological and competitive developments and changing client needs and tastes. There can be no assurances that the products and services of a portfolio company will gain market acceptance, and any significant delay or failure in developing new product and service offerings could result in a loss of actual or potential market share and a decrease in revenues of a portfolio company. In addition, the information services industry is rapidly evolving and highly competitive. Some of the competitors faced by portfolio companies may have significantly greater financial, technical, marketing and other resources. Some of these competitors may also offer a wider range of services than portfolio companies and have greater name recognition and a larger client base and may also be able to undertake more extensive promotional activities, offer more attractive terms to clients, or adopt more aggressive pricing policies. If a portfolio company is unable to compete effectively, its business, financial condition, results of operations and prospects could be materially adversely affected.

Intellectual property rights are critical to the success of portfolio companies operating in the information services sector. Portfolio companies will likely rely on a combination of copyright, trademark, trade secret laws and contractual restrictions to protect their proprietary technology and rights. However, despite those efforts to protect that proprietary technology and those rights, a portfolio company may not be able to prevent misappropriation of those proprietary rights or deter independent development of technologies that compete with such portfolio company's business. Litigation may also be necessary to enforce a portfolio company's intellectual property rights, protect its trade secrets, or determine the validity and scope of the proprietary rights of others. It is also possible that third parties may claim a portfolio company has infringed their patent, trademark, copyright or other proprietary rights. Claims or litigation, with or without merit, could result in substantial costs and diversions of resources, either of which could have a material adverse effect on the competitive position and business of a portfolio company.

The information services industry is affected by rapid and significant changes in technology. These changes may reduce the demand for certain existing products and services and technologies used in the industry or render them obsolete. There can be no assurances that the technologies used by or relied upon or produced by a portfolio company will not be subject to such reduction in demand or obsolescence.

The market for technology-enabled business services involves the delivery of professional services. The success of a portfolio company in this market depends on its ability to provide its clients with highly qualified and experienced personnel, and the loss of such personnel or an inability to attract and retain new personnel, could adversely affect the business of such portfolio company. The market for the provision of business services is competitive and fragmented. This competition is likely to continue in the future due to the expected growth of the market and the relatively few barriers to entry. Portfolio companies operating in this sector compete with, among others, consulting firms, employees loaned from major accounting and consulting firms, traditional and Internet-based staffing firms and in-house resources of the customers of



such portfolio companies. Furthermore, an economic downturn or change in the use of outsourced business services and personnel could adversely affect the business of such portfolio companies.

*Investments in Technology Dependent Businesses.* A portion of a Leeds Equity Fund's capital is expected to be invested in portfolio companies involved in or reliant upon the application software or Internet industries. Concentration in an industry may involve risks greater than those generally associated with more diversified funds, including significant fluctuations in returns. Application software and Internet markets are challenged by rapidly changing market conditions and/or participants, new competing products and services and improvements in existing products and services. A Leeds Equity Fund's portfolio companies may compete in this volatile environment. There is no assurance that products or services sold or relied upon by portfolio companies will not be rendered obsolete or adversely affected by competing products and services or other challenges. Instability, fluctuation or an overall decline within the application software and Internet industries will likely not be balanced by investments in other industries not so affected. In the event that the application software and Internet industries, or the technology sector as a whole declines, returns to limited partners may decrease.

*Investments in Less Established Companies.* Leeds Equity Funds typically take control positions in middle market companies operating in the Knowledge Industries. However, a Leeds Equity Fund is permitted to invest a portion of its assets in the securities of early-stage companies if such companies are strategic to other companies in the portfolio. Further, Leeds Illuminate typically makes non-control positions in early-stage companies in the Education, Training, and Workforce Development Industries. Investments in such early stage companies may involve greater risks than generally are associated with investments in more established companies. To the extent there is any public market for the securities held by a Leeds Equity Fund, such securities may be subject to more abrupt and erratic market price movements than those of larger, more established companies. Less established companies tend to have smaller capitalizations and fewer resources and, therefore, often are more vulnerable to financial failure. Such companies also may 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 may not have significant or any operating revenues. Such companies may also require substantial additional capital to support expansion or to achieve or maintain a competitive position and may face intense competition from companies with greater financial resources. Some of the portfolio Investments that may be made by a Leeds Equity Fund can be characterized as venture capital investments, and should be considered highly speculative and may result in the loss of a Fund's entire investment therein. There can be no assurance that any such losses will be offset by gains (if any) realized on the Fund's other investments.

*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 any management fee payable to the General

Partner) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including unfunded Commitments.

*Use of Portfolio Company Leverage.* Leeds Equity's targeted returns assume that the Funds will be able to leverage its investments at interest rates and on terms otherwise acceptable to the General Partner. The inability to obtain debt or to obtain enough debt on terms deemed appropriate by the General Partner could materially and negatively impact a Fund's ability to implement its strategy and seek its targeted returns. In addition, to the extent there is a lack of readily available and reasonably priced debt financing available to potential purchasers at the time a Leeds Equity Fund is ready to dispose of an investment, it could materially and negatively affect the number of potential purchasers and the prices purchasers are willing to pay to the Fund.

*Impact of Government Regulation and Reform.* Certain industry segments in which a Fund may invest are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. While each Fund intends to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which a Fund may invest.

Additionally, the SEC has indicated that it intends to seek to enact changes to numerous areas of law and regulations that would impact the business of Leeds Equity and the Funds. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed a number of new rules that, if adopted, would impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose additional changes in the future. Any such changes are expected to materially impact Leeds Equity and its affiliates, the Fund and/or its investments, as well as increasing their expenses. Significant time and resources may be required to comply with new regulations, which potentially will detract from the time and resources dedicated to the Fund.

*Leveraged Investments.* A Fund is permitted to make use of leverage by incurring or having a portfolio company incur debt to finance a portion of its investment in such portfolio company. Leverage generally magnifies both such 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. Leverage often 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 (which in recent years have been at or near historic lows) and

could accelerate and magnify declines in the value of such 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 the Fund determines that it is desirable to sell all or a part of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Furthermore, the companies in which a Fund invests generally will not be rated by a credit rating agency.

A Fund is also permitted to borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) 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 generally also will result in fees, interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. While Fund-level borrowings generally will be interim in nature, asset-level leverage generally will not be subject to any limitations regarding the amount of time such leverage may remain outstanding. A Fund is permitted to incur leverage on a joint and several basis with one or more other Funds and entities managed by Leeds Equity 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 are permitted to 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.

To the extent a Fund provides bridge financing to facilitate portfolio company investments, it is possible that all or a portion of such bridge financing will not be recouped within the time period specified in the Partnership Agreements, in which case the investment would be treated as a permanent investment of the Fund. As a result, the Fund's portfolio could become more concentrated with respect to such investment than initially expected or otherwise provided for under the Fund's investment limitations.

*Subscription Lines.* A Fund generally is permitted to 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 the relevant General Partner'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 additional 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, structuring and negotiation of the terms of the borrowing facility, as well as expenses relating

to maintaining, renegotiating or terminating the 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 Partnership Agreements, 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. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of the General Partner and its affiliates. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing Funds), as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on the relevant General Partner's ability to consent to the transfer of a limited partner's interest in the Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants that could affect the implementation of the Fund's investment strategy. In addition, in order to secure a subscription line, the relevant General Partner may request certain financial information and other documentation from limited partners to share with lenders. The General Partner 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 the General Partner 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 relevant General Partner 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. The General Partner is authorized to use Fund-level borrowing to pay Management Fees and to reimburse Leeds Equity for expenses incurred on behalf of the Fund. A Fund is also permitted to utilize Fund-level borrowing when the General Partner 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.

*Concentration of Investments.* Each Fund will participate in a limited number of investments (and is permitted to seek to make several investments in one industry or one industry segment or within a short period of time) and, as a consequence, the aggregate return of a Fund may be materially affected by the performance of a single investment or a single industry segment.

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

*Contingent Liabilities Upon Disposition.* In connection with the disposition of an investment in a portfolio company, a Leeds Equity Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business and may be responsible for the content of disclosure documents under applicable securities laws. In addition, other claims may be brought in connection with the sale of a portfolio company. Although the Advisor will attempt to structure transactions so that it does not have to do so, a Leeds Equity Fund may be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents turn out to be inaccurate. These arrangements are expected to result in contingent liabilities, which shall be borne by the Fund. The Partnership Agreement of the relevant Fund will contain provisions to the effect that if there is any such claim during or after the term of the Fund, it will be funded by the partners to the extent that the partners have received prior distributions from the Fund, subject to certain limitations.

*Lack of Unilateral Control.* Even if a Fund is the majority investor or controlling shareholder, as applicable, of a portfolio company, in certain circumstances it may not have unilateral control of the portfolio company. To the extent a Fund invests alongside third parties, such as institutional co-investors or private equity funds of other sponsors, or is subject to terms and conditions imposed by portfolio company lenders, or makes a minority investment, the relevant portfolio company may be controlled or influenced by persons who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of the relevant Fund or its limited partners. Such third parties may be in a position to take action contrary to the Fund's business, tax or other interests, and the Fund may not be in a position to limit such contrary actions or otherwise protect the value of its investment. When taking non-control positions, a Fund generally will seek to negotiate certain negative controls and veto rights on major decisions, but there can be no assurance that a Fund will be able to control the timing or occurrence of an exit strategy for such portfolio companies in a manner that maximizes or protects value.

*Non-U.S. Investments.* Leeds Equity may invest a portion of each of its Funds' aggregate capital commitments outside of the United States. Non-U.S. securities involve certain factors not typically associated with investing in U.S. securities, including risks relating to (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar and the various foreign currencies in which the foreign investments are denominated, and costs associated with conversion of investment principal and income from one currency into another; (ii) differences between the U.S. and foreign capital

markets, including potential price volatility in and relative liquidity of some foreign securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation; (iii) certain economic, social and political risks, including potential exchange control regulations and restrictions on foreign investment and repatriation of capital, the risks of political, economic or social instability and the possibility of expropriation or confiscatory taxation; and (iv) the possible imposition of foreign taxes on income and gains recognized with respect to such securities.

*Need for Follow-On Investments.* Following its initial investment in a given portfolio company, Leeds Equity may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a 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 can be no assurance that any Fund will make add-on investments or that any Fund will have sufficient funds to make all or any of such investments. Any decision by a Fund not to make add-on investments or its inability to make such investments may have a substantial negative impact 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) or may result in a lost opportunity for such Fund to increase its participation in a successful operation.

*Uncertain Economic, Social and Political Environment.* Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of a Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by such Fund and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon such Fund's portfolio companies.

*Public Health Emergencies; COVID-19.* Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, ebola and the current outbreak of COVID-19 (as defined below), have resulted and are resulting in market disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

Currently, there is an ongoing outbreak of a novel and highly contagious form of coronavirus ("COVID-19"). This outbreak has caused a worldwide public health emergency, straining healthcare resources and resulting in extensive and growing numbers of infections, hospitalizations and deaths. In an effort to contain COVID-19, national, regional and local governments, as well as private businesses and other organizations,

have taken severely restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including “stay-at-home” and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other public venues. In many jurisdictions, restrictive measures have been re-imposed to address subsequent waves of infection. As a result, COVID-19 has significantly diminished global economic production and activity of all kinds and has contributed to volatility in all financial markets. Among other things, these unprecedented developments have resulted in volatility in demand across most categories of consumers and businesses, volatility in the credit and capital markets, labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, increases in unemployment levels in the United States and several other countries, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

The ultimate impact of COVID-19 — and any resulting decline in economic and commercial activity — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, although ongoing and potential additional materially adverse effects, including a global or regional economic downturn (including a recession) of indeterminate duration and severity, are possible. The extent of COVID-19’s impact will depend on many factors, including the ultimate duration and scope of the public health emergency and the restrictive countermeasures being undertaken, as well as the effectiveness of other governmental, legislative and financial and monetary policy interventions (including the effectiveness of vaccines and the implementation of vaccination programs) designed to mitigate the crisis and address its negative externalities, all of which are evolving rapidly and may have unpredictable results. Even if and as the spread of the COVID-19 virus itself is substantially contained and economies are able to “re-open,” it will be difficult to assess what the longer-term impacts of an extended period of unprecedented economic dislocation and disruption will be on future macro- and micro-economic developments, the health of certain industries and businesses, and commercial and consumer behavior.

The ongoing COVID-19 crisis and any other public health emergency could have a significant adverse impact and result in significant losses to the Funds. The extent of the impact on the Funds’ and their portfolio companies’ operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Funds to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Funds intend to pursue, all of which could adversely affect the Funds’ ability to fulfill their investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies, the General Partner and Leeds Equity may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, restrictions on travel and movement, remote-working

requirements and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity's personnel. These measures may also hinder such entities' ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

*Projections.* Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by Leeds Equity in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and 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 impact on the reliability of projections.

*Limited Access to Information.* Limited partners' rights to information regarding a Fund, the relevant General Partner or Leeds Equity generally will be specified, and in many cases strictly limited, by the Governing Documents. In particular, it is anticipated that the General Partner and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to limited partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of Leeds Equity's control. Decisions by Leeds Equity or its affiliates to withhold information may have adverse consequences for limited partners in a variety of circumstances. For example, a limited partner that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a limited partner to monitor Leeds Equity and its performance. Additionally, it is anticipated that limited partners that designate representatives to participate on a Fund's advisory board generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other limited partners. Limited partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and Leeds Equity reserves the right to withhold certain information from investors subject to such laws for reasons relating to Leeds Equity's public reputation, business strategy or other reasons.

*Material, Non-Public Information; Other Regulatory Restrictions.* As a result of the operations of Leeds Equity and its affiliates, as well as in connection with officerships or directorships of Leeds Equity personnel, Leeds Equity frequently comes into possession of confidential or material, non-public information. Leeds Equity 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, a 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 Leeds Equity's internal policies and practices.



Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent Leeds Equity 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 U.S. 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 Leeds Equity'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 Leeds Equity 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.

*CFIUS and National Security Clearance Considerations.* Certain investments are expected to be subject to require review and approval by the U.S. Committee on Foreign Investment in the United States ("CFIUS"), such as where CFIUS-related laws, regulations or guidance deem non-U.S. persons or entities under their control (such as a Fund, co-investors and/or rollover sellers) to be acquiring a U.S. business (including a business with assets, employees, facilities, and/or operations in the United States). CFIUS has the authority to review proposed or existing transactions or investments or to seek to impose limitations on or prohibit investments, and CFIUS filings and other considerations can materially impact transaction timing, feasibility, certainty and costs. In certain circumstances, CFIUS considerations have the potential to prevent a Fund from maintaining or pursuing investments, or limit the universe of available buyers for an existing investment. Any of these factors have the potential to adversely affect a Fund's performance, and the likelihood that CFIUS considerations will be implicated is expected to increase where non-U.S. limited partners comprise a substantial percentage of a Fund. Under the Governing Documents, the relevant General Partner generally is authorized, although not required, to excuse or otherwise limit non-U.S. limited partners' ability to invest in U.S. businesses (or to exercise voting or advisory board rights with respect thereto) in order to anticipate or comply with CFIUS considerations. However, there can be no assurance that invoking any such excuse provisions or other limitations will allow the Fund to proceed with or maintain any investment, or to avoid losses relating thereto. Similar considerations are expected to apply with respect to reviews by non-U.S. national security or investment clearance regulators.

*Hedging Arrangements; Related Regulations.* A General Partner is authorized (but not obligated) to endeavor to manage the relevant Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. The 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 the 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 the Fund to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements may create for the General Partner 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.

*Force Majeure Risk.* Force majeure is the term generally used to refer to an event beyond the control of a party claiming that the event has occurred, including earthquakes, hurricanes, lightning, fire, flood, war, terrorist events and labor strikes. Some force majeure risks are uninsurable or insurable only at rates that Leeds Equity would deem uneconomic. A force majeure event may adversely affect a party's ability, and relieve the party's duty, to perform its obligations until the party is able to perform, typically when the force majeure event abates. These events could result in the partial or total loss of an investment or significant down time, resulting in lost revenues, among other potentially detrimental effects.

*Environmental, Social and Governance ("ESG") Matters.* Leeds Equity maintains an ESG policy and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements. There can be no guarantee that Leeds Equity will be able to successfully implement its ESG policy or to make investments in companies that create a positive ESG impact while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized by Leeds Equity, or any judgment exercised by Leeds Equity, will reflect the beliefs or values of any particular investor. There are also significant differences in interpretations of what positive ESG characteristics mean by region, industry and topic. Leeds Equity's interpretations and decisions are expected to differ from others' views and could also evolve over time. In addition, in evaluating an investment, Leeds Equity expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause Leeds Equity to incorrectly assess a company's ESG practices and/or related risks and opportunities. Leeds Equity does not intend to independently verify all ESG information reported by investments or third parties. Further, considering ESG qualities when evaluating an investment could result in the selection or exclusion of certain investments based on Leeds Equity's view of certain ESG-related and other factors and could cause the relevant Funds not to make an investment that they would

have made or to make a management decision with respect to an investment differently than they would have made in the absence of the ESG Policies, which could negatively impact Leeds Equity's performance. For avoidance of doubt, however, Leeds Equity does not expect to subordinate a Fund's investment returns or increase a Fund's investment risks as a result of (or in connection with) the consideration of any ESG factors.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and Leeds Equity's adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement and disclosure of ESG factors. Leeds Equity's ESG policies could become subject to additional regulation in the future, and Leeds Equity cannot guarantee that its current approach will meet future regulatory requirements.

*Cybersecurity Risks.* Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject, particularly operating companies in historically vulnerable industries such as the food services and retail industries. To the extent that a portfolio company, Fund, General Partner, Leeds Equity or one or more of their respective service providers is subject to cyber-attack or other unauthorized access is gained to their systems, substantial losses may occur in the form of stolen, lost or corrupted: (i) data or payment information; (ii) financial information; (iii) software, contact lists or other databases; (iv) proprietary information or trade secrets; or (v) other items. If technology systems are compromised, become inoperable for extended periods of time or cease to function properly, Leeds Equity, the Funds and/or portfolio companies may incur significant time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in Leeds Equity's, the Funds', portfolio companies' and/or service providers' operations, including the ability to make distributions to limited partners, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). In certain events, a failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments. Any of such circumstances could subject a portfolio company, or the relevant Fund, to substantial losses, including losses relating to: misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Leeds Equity or one of its service providers holding its financial or investor data, Leeds Equity, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under Leeds Equity's policies and practices.

*Privacy and Data Protection Law Compliance Risk.* The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, “Privacy Laws”) could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of Leeds Equity, the General Partners, the Funds and/or their portfolio companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for Leeds Equity, the General Partners, the Funds and/or their portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

For example, California has passed the California Consumer Privacy Act of 2018, as amended, and the EU has enacted the General Data Protection Regulation (EU 2016/679), each of which broadly impacts businesses that handle various types of personal data, potentially including private fund managers and their funds and investments. Such laws impose stringent legal and operational obligations on regulated businesses, as well as the potential for significant penalties.

Other jurisdictions, including other U.S. states, have proposed or are considering similar Privacy Laws, which if enacted could impose similarly significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include Leeds Equity, the General Partners, the Funds and/or their portfolio companies.

*United Kingdom (“UK”) Exit from the European Union (the “EU”).* On March 29, 2017, the UK formally notified the European Council of its intention to leave the EU. The UK formally left the EU on January 31, 2020, and entered a transition period that ended on December 31, 2020. On December 24, 2020, the UK government and the EU Commission provisionally agreed to a trade and cooperation agreement governing their future relationship, which, following a ratification process, is expected to apply on a provisional basis through an additional transition period.

Although provisionally agreed, the terms of UK’s ongoing and future relationship with the EU are still uncertain, including the extent to which UK businesses will have access to the EU single market and the extent to which EU businesses have access to the UK market. There is also risk of significant disruption to trade between the UK and the EU, particularly as new trade arrangements are intended to be ratified and implemented.

There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty generally resulting from the UK's exit from the EU may adversely affect both EU and UK-based businesses, including Leeds Equity and Fund portfolio companies, as applicable. This uncertainty may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

*Russia-Ukraine Conflict.* There is currently an ongoing military conflict between Russia and Ukraine which, in a relatively short period of time, has caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. However, the ultimate impact of the Russia-Ukraine conflict and its effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Funds or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict. The Funds currently have no direct or indirect investments in Russia or the Ukraine.

#### **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events which would be material to a client's evaluation of the investment adviser or the integrity of its management. No material items exist at this time.

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

##### **Other Financial Industry Activities**

A registered investment adviser is required to disclose whether it or any of its management persons is registered, or has an application pending to register as a (a) broker-dealer or a registered representative of a broker-dealer, or (b) futures commission merchant, commodity pool operator, a commodity trading advisor or an associated person of the foregoing entities. Neither Leeds Equity nor any of its management persons is registered as such or have any such application pending.

##### **Relying Adviser**

Leeds Illuminate Advisors, L.L.C. ("Leeds Illuminate") is a relying adviser of Leeds Equity. Leeds Equity owns a minority interest in and provides fund administrative services for Leeds Illuminate. Jeffrey Leeds also sits on the Investment Committee. Leeds Illuminate makes growth investments in companies operating in the Education sector which encompasses early childhood, K-12 education, traditional higher education and Workforce Development. As a Relying adviser, Leeds Illuminate is subject to Leeds Equity's regulatory oversight and its Code of Ethics as adopted by Leeds Equity pursuant to the requirements of the

Advisers Act (in addition to local regulatory requirements, as applicable, and any additional compliance policies and procedures adopted by the relying advisers pursuant to such local regulatory requirements). Principals of Leeds Illuminate are “associated persons” and access persons of Leeds Equity for the purposes of the Advisers Act. Leeds Illuminate and Leeds Equity target different asset classes within the knowledge industries, with Leeds Illuminate focusing on growth companies and Leeds Equity focusing on middle market leveraged buyouts.

### **Related General Partners**

Leeds Equity is affiliated with other Leeds Equity investment advisers, including the General Partners and equivalent entities formed from time to time and subject to the Advisers Act pursuant to Leeds Equity’s registration in accordance with SEC guidance. These entities and Leeds Illuminate operate as a single advisory business together with Leeds Equity and serve as managers or general partners of Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions.

### **Conflicts of Interest**

Leeds Equity has enacted policies and procedures created specifically to address conflicts and potential conflicts of interest that may arise in the conduct of Leeds’s business. Leeds investment professionals are encouraged to seek clarification of, and discuss questions about potential conflicts of interest by bringing them to the attention of the Chief Compliance Officer. Each employee is expected to adhere to the highest standard of professional and ethical conduct and be sensitive to situations that may give rise to an actual conflict or the appearance of a conflict with the Leeds Equity Funds’ interests or have the potential to cause damage to Leeds’s reputation.

Potential conflicts of interest include:

*Performance Allocation.* The existence of the General Partners’ carried interest creates an incentive for a General Partner to make more speculative investments on behalf of Leeds Equity Funds than it would otherwise make in the absence of such performance-based compensation, although numerous factors built into each Fund’s Partnership Agreement should tend to reduce this incentive. In addition, the General Partner of certain Funds will generally value any securities being distributed in-kind to investors in order to calculate the carried interest. Such valuations of the Fund’s investments will be determined by the General Partner. If the valuations conducted by the General Partner are incorrect, the amount and the timing of payment of carried interest could be incorrect. Performance-based fee arrangements create an incentive to favor higher fee-paying Leeds Equity Funds over other Leeds Equity Funds in the allocation or divestment of investment opportunities.

*Other Activities and Relationships.* Leeds investment professionals will devote time and attention to the management of prior funds and their investments, and expect to devote time and attention to other activities, including successor funds, other vehicles and Leeds’s other investments and business activities. The investment professionals are permitted to also serve as members of the boards of directors of various companies. Conflicts may arise as a result of such other activities. The possibility exists that the companies with which one or more of the investment professionals is involved could engage in transactions which would be suitable for a Leeds Equity Fund, but in which such Leeds Equity Fund might be unable to invest.

Leeds Equity personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, to establish trusts, endowments, charitable programs, foundations or similar arrangements, and to pay or receive compensation relating to the foregoing. The Principals and Leeds Equity's investment staff will continue to manage and monitor such investments until their realization. Such other investments that the Principals expect from time to time to control or manage generally have the potential to compete with companies acquired by a Fund. Unless restricted by the Partnership Agreements, Leeds Equity personnel are permitted to serve on boards or act in other roles unaffiliated with Leeds Equity, the Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles, and no such compensation will offset or otherwise reduce any management fees.

Leeds Equity, its affiliates, and equity holders, officers, Principals and employees of Leeds Equity and its affiliates reserve the right to buy or sell securities or other instruments that Leeds Equity has recommended to a Fund. In addition, officers, Principals and employees reserve the right to buy securities in transactions deemed unsuitable for a Fund, but will not in such circumstances be required to share in or reimburse the relevant Fund for due diligence or other expenses (including Broken Deal Expenses) incurred by the Fund in connection with the Fund's consideration of the relevant investment opportunity. Any such transactions are subject to any restrictions in the Partnership Agreements and any related policies and procedures set forth in Leeds Equity's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of Leeds Equity have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expect to have additional potential conflicting interests in connection with these investments.

*Board of Advisors.* Members of the Board of Advisors of the Adviser (the "Board"), are permitted to provide services regarding investing, monitoring or managing portfolio companies, and are permitted to become officers or employees of a portfolio company. Members of the Board are permitted to receive a retainer fee to be borne by the General Partner or its affiliates (excluding the Funds and any portfolio company). Such persons will not be compensated by the Leeds Equity Fund invested in the portfolio company, although their expenses may be reimbursed by such Leeds Equity Fund. Although members of the Board of Advisors will not receive compensation directly from Leeds Equity Funds, such persons are permitted to receive directors' fees, profits interests or other remuneration or compensation from portfolio companies, in addition to the retainer referred to above. Any compensation received by members of the Board (including from a portfolio company) will not offset or otherwise reduce management fees otherwise payable to the Adviser.

*Conflicts with Portfolio Companies.* Officers and employees of the Adviser are permitted to serve as directors of certain portfolio companies and, in that capacity, will be required to make decisions that they consider to be in the best interest of the portfolio company. In certain circumstances, for example in situations involving bankruptcy or near insolvency of the portfolio company, actions that may be in the best interests of the portfolio company may not be in the best interests of the Leeds Equity Fund invested in such portfolio company, and vice versa. In addition, the possibility exists that the portfolio companies with which one or more officers or employees of the Adviser are involved could engage in transactions that

would be suitable for the Fund, but in which the Leeds Equity Fund might be unable to invest. Accordingly, in these situations, there may be conflicts of interests between such person's duties as an officer or employee of the Adviser and such person's duties as a director of the portfolio company.

*Diverse Limited Partner Group.* Limited partners may have conflicting investment, tax and other interest with respect to their investments in a Leeds Equity Fund. The conflicting interests of individual limited partners may relate to or arise from, among other things, the nature of investments made by the fund, the structuring or acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with the decisions made by the General Partner, including with respect to the nature or structuring of investments that may be more beneficial for one investor than for another, especially with respect to investors' individual tax situations. In selecting and structuring appropriate investments, Leeds Equity and its affiliated General Partners will consider the investment and tax objectives of a Leeds Equity Fund and its limited partners as a whole, not the investment, tax or any limited partner individually.

*Allocation of Investment Opportunities.* Each Leeds Equity Fund are likely to pursue investment opportunities similar to those pursued by another Fund. The allocation of investment opportunities among Funds will be determined by the Adviser in its good faith judgment to be fair and reasonable, and in accordance with the Partnership Agreements of the relevant Funds. Allocation decisions can raise conflicts, for example, if Funds have different fee structures. Subject to a Fund's investment objectives and guidelines, the Adviser generally allocates investment opportunities on a pro-rata basis among eligible Funds based upon the current equity of each Fund. However, as noted above, an investment opportunity may be allocated among Funds on a non-pro-rata basis in the event that Leeds determines in good faith that such pro-rata allocation is fair and reasonable, and may consider other factors such as risk factors and/or diversification, Fund investment restrictions, currency or other exposures, current portfolio composition (including current cash available), whether the Fund has an existing investment in the portfolio company, as well as the Fund's phase in its life cycle (for example, certain opportunities may be over-allocated or under-allocated to a Fund during the beginning or the end of its investment cycle). The Adviser will not allocate investment opportunities based, in whole or in part, on: (i) the relative fee structure or amount of fees paid by any Fund or (ii) the profitability of any Fund.

The sale or redemption of an existing investment is typically made by reference to factors similar to those described above, subject to modification based on tax, regulatory, investment or other considerations. Unless otherwise prohibited by law or the insider trading or other internal policies of the applicable portfolio company, each Co-Investment Fund is required to dispose of a pro rata portion of any portfolio investment at the same time and on the same terms and conditions on which the other Funds dispose of a proportionate share of their investment.

Subject to any restrictions in the Partnership Agreement of the applicable Fund, or terms that may be negotiated in any side-letter arrangement, in general: (i) no investor in a Fund has a right to participate in any co-investment opportunity; (ii) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of the Adviser or its affiliates 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 the Funds, in the sole discretion of the Adviser and its affiliates; (iv) certain persons other than investors in the Funds (e.g., third parties) may be offered co-investment



opportunities, in the sole discretion of the Adviser and its affiliates and (v) co-investors may purchase their interests in a portfolio company at the same time as the Funds or may purchase their interests from the applicable Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell down or transfer). In addition, in exercising the Adviser's discretion to decide how to allocate investment opportunities among its Funds and related vehicles (including co-investment opportunities), the Adviser reserves the right to consider some or all of a wide range of factors including, without limitation, the potential co-investor's previously stated desire to co-invest, its ability to add value to the particular portfolio company, and the perceived ability to efficiently diligence and close on the co-investment opportunity. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the relevant Fund, and because co-invest opportunities generally appeal to Fund investors and third parties, Leeds Equity expects to be subject to potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the relevant Fund.

The Adviser will determine if the amount of an investment opportunity exceeds the amount the Adviser determines would be appropriate for the Funds (after taking into account any portion of the opportunity allocated by contract to certain participants in the applicable deal, such as cosponsors, consultants and advisers to the Adviser and/or the Funds or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by the Adviser to be in the best interest of the applicable Fund), and any such excess may be offered to one or more co-investors pursuant to the procedures included in such Funds' Partnership Agreements/side letter agreements and as set forth herein.

Any intra-Fund allocations will be done in accordance with the operating agreements for such entities, and these allocations are generally expected to be made on a pro rata basis. Where multiple Funds invest at the same, different or overlapping levels of a portfolio company's capital structure, there is a potential for conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions, including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring, may raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Funds may or may not provide such additional capital, and if provided, each Fund generally will supply such additional capital in such amounts, if any, as determined by Leeds Equity in its sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, Leeds Equity expects to face a potential conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of, one Fund versus another Fund (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a Fund enters into any indebtedness with another Fund on a joint and several basis, the relevant General Partner is expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, Leeds Equity expects to be subject to potential conflicts of interest, for example between a Fund with a reimbursement obligation and a Fund seeking reimbursement. In certain circumstances Funds are expected to be prohibited from exercising (or Leeds Equity may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the

relevant potential conflicts, notwithstanding the fact that the investment(s) of one Fund or the other may be subject to creditor claims regarding subordination of interests. Leeds Equity intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness.

Potential conflicts are expected to arise when and to the extent a Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This likely will result in differences in price, terms, leverage and associated costs. Where multiple Funds invest in the same company at different times, the first Fund to invest typically will bear a higher level of diligence and transaction fees, costs and expenses than later Funds; similarly, to the extent a transaction does not proceed, the first Fund to invest typically will bear the full amount of Broken Deal Expenses relating to the transaction, regardless of whether other Funds could or would have invested in the company in potential future transactions. Further, there can be no assurance that the relevant Fund and the other Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. Leeds Equity and its affiliates reserve the right from time to time to express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Funds. In that regard, actions taken for one or more Funds may adversely affect other Funds.

The appropriate allocation between Funds of expenses and fees generated in the course of evaluating and making investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by the Adviser and its affiliates in their good faith judgment.

In addition, potential conflicts have the potential to arise between limited partners of a Fund in the event that a limited partner requests to transfer its interest in a Fund in a secondary transaction. Subject to any restrictions in the Partnership Agreements of the applicable Fund, or terms that may be negotiated in any side-letter arrangement, to the extent Leeds Equity has discretion over a secondary transfer of interests in a Leeds Equity Fund, or if Leeds Equity is asked to identify Leeds Equity Fund investors or third parties that could potentially acquire an interest being transferred, Leeds Equity will consider the factors listed above with respect to allocation of co-investment opportunities in exercising such discretion or making such identification.

*Side Letter Agreements.* The Adviser and/or its affiliates reserve the right to enter into Side Letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including, but not limited to, different fee structures or arrangements (including discounted or rebated compensation terms, modified waterfall mechanics and/or receipt of a portion of the Adviser's compensation), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, rights to serve on the Fund's advisory committee, liquidity or transfer rights, confidentiality protections and disclosure rights, modification of default remedies, as well as economic procedural and other terms.

The Adviser is likely to have its own economic and/or other business incentives to provide certain terms to certain limited partners (e.g., based on commitment amount to a Fund or the timing thereof, the ability of a limited partner to provide sourcing or other services to the Adviser, its affiliates and personnel or the Funds, or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to the Adviser, its affiliates and personnel, or the Funds). Further, side letters may also relate to strategic relationships under which an investor agrees to make capital commitments to multiple Funds. Except where required by the Partnership Agreement, other investors will not receive copies of Side Letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the Adviser, the relevant General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such side letters. Side letters subject the Adviser to potential conflicts of interest, including in circumstances where an investor's right to serve on the relevant Fund's advisory committee results in the investor receiving additional information relative to other investors. To the extent an investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. As a consequence of one or more limited partners being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments, the aggregate returns realized by participating or non-participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments. Although the Adviser believes it to be unlikely, excuse rights requested or received by one or more limited partners (or such regulatory, tax or other factors applicable to such limited partners) representing a substantial percentage of a Fund have the potential to create significant variations in limited partner investment returns, or to influence or affect the investment strategy and pursuit of investment opportunities by the General Partner on behalf of the relevant Fund as a whole. A limited partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the Partnership Agreement; conversely, a limitation on one or more limited partners' voting rights generally will increase the voting rights percentage of other limited partners in the relevant Fund. Further, limited partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund.

*Other Benefits.* In connection with its services to the Funds and their investments, Leeds Equity, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of Leeds Equity's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, Leeds Equity and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "Leeds Information"). In many cases, Leeds Information will include tools, procedures and resources developed by Leeds Equity to organize or systematize Leeds Information for ongoing or future use. Although Leeds Equity expects its Funds and their portfolio companies generally to benefit from Leeds Equity's possession of Leeds Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies (or by Leeds Equity and its personnel) and not by the Fund or portfolio company from which Leeds Information was originally received or derived. Leeds Information will be the sole intellectual property of Leeds Equity and solely for the use of Leeds Equity. Leeds Equity reserves the right to use, share, license, sell or monetize Leeds Information, without offset to Management

Fees, and the relevant Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Funds or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, “points,” “cash back,” rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such terms are expected to vary from time to time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Funds or their respective investors; no such rewards will offset any management fees.

*Insurance Coverage.* The relevant liability standards under insurance coverage procured by the Adviser are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages from time to time are expected to vary from relevant liability and/or indemnity standards in the Partnership Agreement. Investors generally will be responsible for insurance premiums, as set forth in the Partnership Agreement, regardless of whether the liability and/or indemnity standards in the Adviser’s insurance coverage are higher or lower than that set forth in the Partnership Agreement.

Any of these situations subjects the Adviser and/or its affiliates to potential conflicts of interest. The Adviser attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by the Adviser’s advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a manner it believes to be fair and equitable to the Funds under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, the Adviser will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, the Adviser consults and receives consent to conflicts from an advisory committee consisting of limited partners of the relevant Fund(s) and such other investment vehicles.

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

Leeds Equity has established a Code of Ethics policy for its employees in accordance with Rule 204A-1 under the Investment Advisers Act of 1940, as amended. The Code of Ethics sets forth the duty of Leeds Equity with respect to the Funds. The Code of Ethics requires the employees of Leeds Equity adhere to certain general principals of business conduct, including avoiding activities that could interfere with fiduciary obligations Leeds Equity owes to its Funds. The policy sets the standard of conduct and fiduciary duty of its employees and sets forth limits on personal trading by employees and their immediate family/household members. An Insider Trading Policy has been adopted in an effort to prevent the misuse of material, nonpublic information by Leeds employees.

The Code of Ethics also contains provisions related to the reporting and enforcing of potential violations of the Code of Ethics. Each Leeds Equity employee is required to seek the prior written approval of the Chief Compliance Officer before purchasing or selling any security issued by a company in the Knowledge Industries (with limited exceptions) or issued in an initial public offering or a private placement. In addition,

each Leeds Equity employee is required to make available for review all securities transactions on a quarterly basis and report all securities holdings on an annual basis (with limited exceptions). Finally, each Leeds Equity employee is required to acknowledge that he or she received, read and understands the Code of Ethics upon his or her hiring and annually. Leeds Equity's clients or prospective clients may request a copy of the Code of Ethics by contacting the Leeds Equity Compliance department.

## **Item 12 – Brokerage Practices**

As Leeds Equity primarily invests in private companies, the Firm does not generally use the services of broker-dealers for transaction related services. In the event that Leeds employs a broker-dealer, Leeds Equity selects brokers based on a number of factors, including, but not limited to, the size and type of transaction, the markets for securities to be purchased or sold, execution, efficiency, settlement capability, financial condition or the broker-dealer, the quality of the broker-dealer's portfolio execution on a continuing basis and the reasonableness of commissions.

Leeds will always attempt to achieve best execution for its Funds, and will evaluate each transaction to ensure that the execution price is in line with, or exceeds that of the current market. The lowest possible commission cost is not necessarily sought in that it may not result in the best quality execution of transactions effected for the Funds.

It is Leeds's policy to not enter into any soft dollar arrangements. Leeds is permitted to, however, receive proprietary research and certain other limited benefits from broker-dealers as an incident of doing business with such broker-dealers, but only where (i) there is no arrangement to direct a specific amount of Leeds's commission business to such broker-dealers in exchange for such items and (ii) Leeds does not "pay up" for such items in the form of higher commissions on client trades. Leeds does not have any formal or informal soft dollar arrangements by which it received research or brokerage products or services.

## **Item 13 – Review of Accounts**

### **Oversight and Monitoring**

The portfolio investments of each Leeds Equity Fund are monitored continuously by deal teams which consist of a number of senior and junior level Leeds Equity investment professionals (who are active throughout the investment lifecycle from sourcing through exit). These Leeds Equity investment professionals engage in ongoing dialogues with key management level employees of each portfolio company to discuss ongoing performance as well as address any performance issues or concerns. In addition, Leeds Equity Fund portfolio companies prepare detailed monthly financial statements and reports which include covenant and performance vs. budget calculations, among others.

### **Reporting**

Limited partners in Leeds Equity Funds receive a copy of audited financial statements of the relevant Leeds Equity Fund within 120 days of such Fund's fiscal year end. Additionally, limited partners receive quarterly unaudited financial statements as well as high-level information on each portfolio company including cost,

fair value, ownership percentage and capital account statements, among others, following the end of each quarter, as agreed to in each Fund's Partnership Agreement. Investors may also receive reporting updates through letters, scheduled individual meetings, annual meetings and other communications from the Adviser.

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

Leeds Equity reserves the right to compensate a placement agent in connection with referrals that result in a potential investor becoming a limited partner in a Leeds Equity Partners Fund. Any fees payable to the placement agent will be borne by Leeds Equity directly or indirectly through an offset against the management fee, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including, but not limited to, placement agent travel, meal and entertainment expenses, typically are borne by the relevant Fund(s).

#### **Item 15 – Custody**

Leeds Equity generally expects that it will be deemed to have “custody” (within the meaning of Advisers Act Rule 206(4)-2) of assets held in the name of one or more Funds, and intends to maintain such assets with the following qualified custodians: (i) Merrill Lynch, Pierce, Fenner & Smith Inc., New York, NY; (ii) Barclays, London, United Kingdom; and (iii) HSBC USA, New York, NY.

#### **Item 16 – Investment Discretion**

Pursuant to its Advisory Agreement with each Fund, Leeds Equity provides investment advisory services to each of the Leeds Equity Funds and their respective General Partners, subject to all applicable investment criteria or other restrictions and limitations set forth in the Partnership Agreements or other operating agreements of the Funds. The investment advisory services are subject to the direction and control of the General Partner of the particular Leeds Equity Fund.

#### **Item 17 – Voting Client Securities**

Leeds' Proxy Voting Policy is designed to ensure that Leeds votes proxies and shareholder consents in the best interest of the Leeds Equity Funds for which it has voting authority and describes how Leeds addresses material conflicts between its interest and those of the Funds. Leeds aims to be an active investor on behalf of the Leeds Equity Funds, which are typically represented on the boards of portfolio companies. Because of this active role, it is Leeds' practice to review and vote on proxy and shareholder consent matters on a case-by-case basis.

Specifically, it is Leeds' policy to (i) stay apprised of developments that affect the portfolio companies in which the Funds invest, (ii) carefully review matters submitted to the Funds for a vote as holders of portfolio

company securities and (iii) vote on those matters on a case-by-case basis in a manner that Leeds believes is in the best interest of the applicable Funds.

In the case of a potential conflict of interest, the Partner responsible for that particular investment will inform and seek the guidance of the Chief Compliance Officer. In the rare instance where a conflict of interest exists and is not able to be resolved by the responsible Partner, Leeds reserves the right to abstain from voting that particular proxy or shareholder consent.

A detailed summary of Leeds Equity's proxy voting policies and procedures are available to limited partners and prospective limited partners during the investment due diligence process, a copy of which may be obtained by contacting Leeds Equity's Compliance Department. Upon request, Clients may obtain copies of relevant proxy logs as well as information on how proxies were voted in connection with a Leeds Equity Fund.

#### **Item 18 – Financial Information**

Leeds Equity does not require prepayment of management fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.

#### **Item 19 – Requirements for State Registered Advisers**

This item is not applicable to the Adviser.