

Item 1. Cover Page

Bain Capital Credit, LP

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Part 2A of Form ADV: Firm Brochure
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This brochure provides information about the qualifications and business practices of Bain Capital Credit, LP. If you have any questions about the contents of this brochure, please contact us at (617) 516-2318. 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 Bain Capital Credit, LP also is available on the SEC’s website at www.adviserinfo.sec.gov. An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

Item 2. Material Changes

This brochure contains the following change from the last brochure dated March 2024:

- Item 9 has been updated to address a settlement between the firm and the SEC.

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Item 4. Advisory Business

Bain Capital Credit, LP, a Delaware limited partnership wholly owned by Bain Capital, LP (“Bain Capital”), and its subsidiaries provide investment advisory services across a diverse range of credit strategies. Collectively, Bain Capital Credit, LP and its subsidiaries are referred to as “Bain Capital Credit.”¹

Bain Capital Credit provides investment advisory services to pooled investment vehicles and single limited partner partnerships that are exempt from registration under the Investment Company Act of 1940 (the “1940 Act”) and whose securities are not registered under the Securities Act of 1933 (the “Securities Act”) and such investment vehicles and partnerships are referred to as “Bain Capital Credit Partnerships”). Bain Capital Credit also provides collateral management services to entities structured as collateralized loan obligations (“CLOs”) and investment management services to clients in separately managed accounts (“Separate Account Clients”), which may be structured in various forms. Additionally, Bain Capital Credit provides advisory or sub-advisory services to a registered investment company and business development companies (“1940 Act Funds”).² The Bain Capital Credit Partnerships, the CLOs and the 1940 Act Funds are collectively referred to as “Bain Capital Credit Funds.” The Bain Capital Credit Funds and Separate Account Clients are referred to collectively as “Bain Capital Credit Clients.”

Bain Capital Credit’s investment advisory activities include providing investment advice to Bain Capital Credit Clients that have four main strategies: bank loan and multi-sector credit, structured credit, private credit (including mezzanine & junior capital and global direct lending), and special situations investing. As the investment manager, investment adviser or sub-adviser to each Bain Capital Credit Client, Bain Capital Credit (along with, in the case of each Bain Capital Credit Partnership, the general partner (“General Partner”)³ of such Bain Capital Credit Partnership), identifies investment opportunities for, and participates in the acquisition, management, monitoring and disposition of investments of, each Bain Capital Credit Client.

Bain Capital Credit generally uses fundamental credit analysis to identify attractive investment opportunities and seeks strong risk adjusted returns, primarily in credit products and fixed-income investments. Bain Capital Credit provides investment advice regarding investments in performing and distressed bank loans, high yield bonds, investment grade bonds, mortgages, non-performing loans, mezzanine & junior capital, structured products, credit based securities, swap transactions (including total rate of return swaps and credit default swaps), derivative instruments, equities, short sales, currency hedging transactions, securities lending arrangements, repurchase agreements, investments as a limited partner in partnerships, and other assets. Bain Capital Credit Clients can use leverage directly and/or indirectly. Use of leverage will increase the volatility of levered investments.

¹ References to Bain Capital Credit include the Special Situations business unit.

² The 1940 Act Funds carry additional regulatory obligations and restrictions. These restrictions may not apply to other Bain Capital Credit Clients.

³ References to General Partner in relation to carried interest for purposes of this document include any Special Limited Partner for applicable Bain Capital Credit Funds.

Bain Capital Credit provides investment advisory services to each Bain Capital Credit Client pursuant to separate advisory, investment management, or collateral management agreements (each, an “Advisory Agreement”) or separate sub-advisory agreements (each, a “Sub-Advisory Agreement”).

Bain Capital Credit provides investment advisory services to each of the Bain Capital Credit Partnerships pursuant to the Advisory Agreements. Investment advice is provided by Bain Capital Credit directly to Bain Capital Credit Partnerships, subject to the direction and control of the affiliated General Partner of such Bain Capital Credit Partnership and not individually to investors in the Bain Capital Credit Partnerships. Any restrictions on investments in certain types of securities are established by the General Partner of the applicable Bain Capital Credit Partnership, and set forth in the documentation received by each limited partner prior to investment in such Bain Capital Credit Partnership. Once invested in a Bain Capital Credit Partnership, investors generally cannot impose restrictions on the types of securities in which such Bain Capital Credit Partnership may invest.

Bain Capital Credit provides investment management services to each Separate Account Client in accordance with the terms and conditions of the Advisory Agreement. The terms of these documents, including any restrictions on investments in certain types of securities, are generally established at the time of the formation of the applicable separate account and are the result of negotiations with the applicable Separate Account Client. The Advisory Agreement of a Separate Account Client may be changed by such Separate Account Client only to the extent permitted by the applicable Advisory Agreement.

Bain Capital Credit provides collateral management services to each CLO in accordance with the terms and conditions of the applicable collateral management agreement, indenture, and other related documents of each such CLO. The terms of the Advisory Agreements and other related documents of each CLO were generally established at the time of the formation of the applicable CLO and are the result of negotiations with certain potential investors in the applicable CLO.

With respect to the 1940 Act Funds, Bain Capital Credit provides investment advisory services in accordance with the relevant 1940 Act Fund’s investment policies and restrictions, as stated in such 1940 Act Fund’s then-current prospectus, statement of additional information, and/or other public filings.

Bain Capital Credit has advisory subsidiaries based in the United States and other countries, including:

- BCSF Advisors, LP and BCPC Advisors, LP, Delaware limited partnerships and SEC registered investment advisers, which provide advisory and sub-advisory services to registered investment companies, including business development companies;
- Bain Capital Credit U.S. CLO Manager, LLC, a Delaware limited liability company and relying advisor to Bain Capital Credit, LP, which provides investment advisory services to investment vehicles, primarily CLOs;

- Bain Capital Credit CLO Advisors, LP, a Delaware limited partnership and relying advisor to Bain Capital Credit, LP, which provides investment advisory services to CLOs;
- Bain Capital Credit U.S. CLO Manager II, LP, a Delaware limited partnership and relying advisor to Bain Capital Credit, LP, which provides investment advisory services to CLOs;
- Bain Capital Credit, Ltd., a UK-based and FCA registered firm, which provides collateral management services to CLOs;
- Bain Capital Investments (Ireland) Limited, based in Dublin, a Central Bank of Ireland authorized firm and an Alternative Investment Fund Manager (“AIFM”);
- Bain Capital Credit (Australia), Pty. Ltd., an Australian Securities and Investments Commission licensed firm, which provides consulting advice to Bain Capital Credit;
- Bain Capital Credit (Asia), Limited, a Hong Kong-based and Securities & Futures Commission licensed firm, which provides consulting advice to Bain Capital Credit; and
- Bain Capital (Singapore) PTE Ltd, a Monetary Authority of Singapore licensed firm, which provides consulting advice to Bain Capital Credit.⁴

In addition, Bain Capital Credit is affiliated with Bain Capital Investments (Europe), Ltd., a FCA registered firm and an AIFM.⁵

Bain Capital Credit also has other affiliated entities, including asset servicers based in Europe and Asia, joint ventures based in Asia, and certain vehicles that will engage in proprietary trades and/or other activities for its benefit.

Bain Capital Credit, LP provides consulting services to Bain Capital Credit, Ltd., in connection with the latter’s role as collateral manager to certain CLOs. In certain limited circumstances, Bain Capital Credit acts as agent for such facilities. Bain Capital Credit, LP also provides portfolio management services to Bain Capital Investments (Europe), Ltd., and Bain Capital Investments (Ireland), Ltd. in connection with their roles as an AIFM. In addition, Bain Capital Credit, LP provides certain resources and services to other subsidiaries, including BCSF Advisors, LP, BCPC Advisors, LP, and Bain Capital Credit CLO Advisors, LP. Lastly, Bain Capital Credit U.S. CLO Manager, LLC, and Bain Capital Credit U.S. CLO Manager II, LP delegate directly or indirectly activities related to the business of acting as a collateral manager or sponsor of CLOs to Bain Capital Credit, LP and/or Bain Capital Credit, Ltd.

⁴ This list does not represent all of Bain Capital Credit’s subsidiaries or affiliates.

⁵ For purposes of this Form ADV, references to Bain Capital Credit subsidiaries should be read to include Bain Capital Investments (Europe), Ltd.

Bain Capital Credit has been in business since 1997. Bain Capital Credit has advisory offices located in Boston, New York, Chicago, London, Melbourne, Sydney, Dublin, Madrid, Hong Kong, Guangzhou, Seoul, Singapore, Mumbai, Lisbon, and Tokyo. As of January 1, 2024, Bain Capital Credit and its subsidiaries manage approximately \$66,510,350,624 client assets, which are predominantly managed on a discretionary basis.⁶

Item 5. Fees and Compensation

Fees

As compensation for investment advisory services rendered to Bain Capital Credit Clients, Bain Capital Credit generally receives an advisory fee (“Advisory Fee”). Advisory Fees billed to Bain Capital Credit Clients vary client by client and are generally payable quarterly in advance, quarterly in arrears, semi-annually in arrears, or a combination thereof.⁷ Advisory fees paid by a Bain Capital Credit Client are indirectly borne by the investors in such Bain Capital Credit Client. The fee structures described above are modified from time to time.

In respect to the 1940 Act Funds, Bain Capital Credit receives either an advisory fee payable by the relevant 1940 Act Fund pursuant to an advisory agreement between Bain Capital Credit and the 1940 Act Fund or a sub-advisory fee payable by the relevant 1940 Act Fund’s investment adviser pursuant to a sub-advisory agreement between Bain Capital Credit and each such investment adviser. Such fees are generally paid quarterly in arrears. The precise amount of, and the manner and calculation of, the Advisory Fee for each Bain Capital Credit Fund (except for the 1940 Act Funds) is established by Bain Capital Credit and set forth in such Bain Capital Credit Fund’s Advisory Agreement and/or other documentation received by each investor prior to investment in such Bain Capital Credit Fund. In particular, for CLOs, the Advisory Fee is set in the collateral management agreement or related documentation. The Advisory Fees for CLOs may include both a base and subordinated collateral management fee. Advisory Fees billed to Separate Account Clients are individually negotiated. Upon termination of an Advisory Agreement, appropriate treatment, including, where applicable, returning prepaid Advisory Fees on a prorated basis, will be given to Advisory Fees collected in advance. Advisory Fees sometimes differ from one Bain Capital Credit Fund or Separate Account Client to another, as well as among investors in the same Bain Capital Credit Fund.

In addition, Bain Capital Credit may be entitled to certain incentive compensation when certain conditions are met. In certain circumstances, Bain Capital Credit generally may elect to defer payment or distribution of its Advisory Fee and/or incentive compensation. If deferred, Bain Capital Credit may be entitled to receive interest on the deferred portion of the management fee and/or incentive fee. See Item 6 for more information on incentive fees. Bain Capital Credit also may elect to waive payment or distribution of its fees.

⁶ This AUM figure includes all vehicles managed by Bain Capital Credit, LP and its subsidiaries (including those that file separate Form ADVs), and includes credit vehicles managed by Bain Capital Investments (Europe), Ltd.

⁷ Some Bain Capital Credit Clients pay fees on different schedules.

Expenses

While Bain Capital Credit Clients generally bear their own expenses, these expenses may vary among Bain Capital Credit Clients and are subject to the terms and conditions set forth in the applicable Bain Capital Credit Client's offering materials, governing documents, or other analogous organizational document. The expenses generally borne by Bain Capital Credit Funds are outlined below. Separate Account Clients bear similar expenses to Bain Capital Credit Funds, depending on the terms of the Advisory Agreement negotiated with the applicable Separate Account Client. The 1940 Act Funds may bear similar expenses pursuant to their governing documents and may also bear, among other expenses, transfer agency and distribution related expenses.

To the extent not paid by portfolio companies or other investment vehicles, and unless otherwise specified herein, each eligible Bain Capital Credit Fund bears its organizational, operational, and offering expenses and obligations, which include:

- all expenses (including for services performed either by internal staff of Bain Capital Credit, the General Partner, or affiliates) of (i) organizing and establishing any General Partner, each Bain Capital Credit Fund, any intermediate investment vehicle or respective affiliates and (ii) the offering of interests in each Bain Capital Credit Fund (including legal and accounting expenses, filing fees and expenses, travel, meals, entertainment, accommodation and related expenses, printing costs, costs and expenses relating to the acceptance and redemption of any seed commitment, or any other expenses incurred with respect to the offering of such interests);
- all investment-related expenses (including any such expenses incurred in connection with potential investments, platform companies and add-on acquisitions, in each case, whether or not completed), including expenses relating to identifying, discovering, sourcing, developing (including any retainers, success and finder's fees and other compensation paid to contractors, senior advisers, joint venture partners, fundless sponsors and sourcing and operating partners), evaluating, valuing, researching, investigating, structuring (including rating agency fees and expenses), diligencing, monitoring, maintaining, servicing, purchasing, making, holding, acquiring, registering (including notary and "gestoria" costs), selling (or potentially selling), refinancing (including any brokerage, borrowing and financing fees or expenses) or restructuring investments (whether or not completed, including broken deal and reverse break-up fees, liquidated damages, forfeited deposits, reverse termination fees or similar payments); all lodging, travel, transportation (including the use of private/chartered, first class or business class travel and taxis and car rentals and any form of other transportation), meals, entertainment and related expenses (including any of these incurred by an investment team or other member of the General Partner or Bain Capital Credit or their affiliates whether or not traveling) incurred in connection with the Bain Capital Credit Fund's affairs, including travel-related expenses in connection with evaluating, making and monitoring investments; professional costs and expenses (including legal, compliance, tax, financial, accounting, actuarial, valuation, advisory and consulting/experts (including consultants or experts for industry-specific matters, due diligence, reference checks, sourcing or introductions and other similar costs)); brokerage

commissions, hedging costs, expenses relating to short sales, prime brokerage fees, custodial expenses, clearing and settlement charges, private placement fees, syndication fees, solicitation fees, arranger fees, sales commissions, pricing and valuation fees (including appraisal fees), underwriting commissions and discounts, investment banking fees, advisory fees, and bank charges, and custodial, trustee, transfer agent, government and/or regulatory filing, recordkeeping and other administrative costs; fees of servicers of any investment (including servicers of pools of loans and arrangements providing for profits or other incentive-based compensation); and salaries, bonuses and fringe benefits payable to employees of Bain Capital Credit or its affiliates who are retained to provide operational support (including servicing) to the Bain Capital Credit Fund or its investments or any intermediate investment vehicle and portions of rent, utilities, information technology, other real-estate related expenses and other similar items and related overhead expenses associated with the retention of such employees; and experts or consultants serving as executives or directors for portfolio companies;

- all expenses incurred in connection with the ongoing operation and administration of the Bain Capital Credit Fund, including: any legal, tax, auditing, financial, accounting, administrative, domiciliation, consulting, environmental, social and governance (“ESG”), procurement, technology, cybersecurity, bookkeeping, recordkeeping, reporting and clerical services and expenses related to acquiring, developing, implementing or maintaining related software;
- all costs and expenses incurred in connection with financings (including financing fees, legal fees and expenses, agent fees and other fees and expenses incurred in connection therewith);
- all fees, taxes and expenses associated with the Bain Capital Credit Fund’s or any investment vehicle’s audits, financial statements, or tax reporting (including fees and expenses associated with preparing tax information, returns and elections but excluding, for the avoidance of doubt, taxes treated as distributed to any fund partner), including fees and expenses associated with preparing, filing or distributing tax information, returns or elections and complying with any tax audit, investigation, settlement or review; expenses incurred in connection with the preparation and maintenance of the Bain Capital Credit Fund’s and any investment vehicle’s books and records and account holder diligence; expenses incurred in connection with the preparation and delivery of wires and distributions, financial and other reports, circulars, forms, notices, valuations, investment summaries and other information (including courier and delivery expenses), including the cost of auditing reports; expenses incurred by any partnership representative or “designated individual” in connection with the Bain Capital Credit Fund or any investment vehicle and expenses incurred in connection with the dissolution, winding up and liquidation of the Bain Capital Credit Fund and any investment vehicle;
- all expenses and fees of any administrator, depositary and/or custodian and any other service provider;

- all fees, costs and expenses incurred in connection with litigating or owning any investments of the Bain Capital Credit Fund (including servicing fees, including master servicing, primary servicing, special servicing, asset or property advisory fees, and the fees and expenses of any individual hired to manage, service or dispose of any assets) or litigation related to the Bain Capital Credit Fund; legal fees incurred in servicing loans and financings, advisory fees (including income-based repayments, receivership costs and similar fees and costs), value-added taxes and taxes incurred in connection with investments;
- all research and data expenses (including news and quotation subscriptions, market research, costs of attending or hosting conferences (including those related to developing potential investment ideas, trends and themes within industries, sectors or geographies) and networking events, including those organized by the Bain Capital Credit or a portfolio company, and travel-related expenses, information technology expenses (including technology service providers) and expenses related to acquiring, utilizing, developing, implementing, or maintaining related hardware and software and other information technology expenses (including any investment management systems and phone and information charges) and total logistic control expenses;
- all fees, expenses and costs in connection with any legal and/or regulatory compliance (including anti-financial crime compliance and any compliance obligations that arise from any law, rule, regulation, policy, directive or special measure (including those relating to privacy, protecting confidential information, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations)), participation in or costs arising from, any law, regulation, policies, programs or industry initiatives concerning ESG, any government and/or regulatory filings related to the Bain Capital Credit Fund or the offering of interests in the Bain Capital Credit Fund or the Bain Capital Credit Fund's investments (including regulatory filings of Bain Capital Credit and its affiliates relating to the Bain Capital Credit Fund, including without limitation Form PF, the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on alternative investment fund managers, as it may be amended from time to time, and any laws, rules or regulations promulgated thereunder including any Commission delegated regulation published in the Official Journal of the European Union from time to time and, where relevant, any implementing measure adopted in any relevant member state of the European Economic Area (including in Ireland by the European Union (Alternative Investment Fund Managers) Regulations 2013, as amended from time to time), the U.K. Alternative Investment Fund Managers Regulations 2013 as amended including by the Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019 and Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector filings ("SFDR") and Regulation EU/2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending SFDR, but not, for the avoidance of doubt, filings solely related to the operation of Bain Capital Credit, the AIFM or their respective affiliates generally), whether, for the avoidance of doubt, they are incurred once or on a periodic basis during the life of the Bain Capital Credit Fund, and the costs of maintaining the Bain Capital Credit Fund in compliance with all applicable laws (including anti-financial crime compliance);

- all fees, costs and expenses of registration, qualification or exemption of the Bain Capital Credit Fund under any law or regulation (including AEOI and central bank reporting), and any legal or regulatory compliance with any law or regulation, and related reports, disclosures, licenses, registrations or notifications; and all fees, costs and expenses related to any governmental inquiries, investigations or proceedings relating to the Bain Capital Credit Fund, including any judgments, settlements or fines;
- all expenses related to Advisory Board meetings, or meetings of any General Partner and one or more limited partners, (including travel, accommodation, meal, entertainment, venue and other expenses), other out-of-pocket expenses of the Advisory Board (including costs and expenses of any legal counsel or other advisors retained by the Advisory Board) and costs and expenses incurred in relation to obtaining consents or approvals of the Bain Capital Credit Fund investors or the Advisory Board;
- any costs, losses, damages or other expenses relating to any warranties or indemnities given by the Bain Capital Credit Fund or any subsidiaries, investment vehicles, or alternative investment vehicles in relation to any investments, including where a claim has been made in respect of such warranties or indemnities;
- all costs of all subsidiaries (including investment vehicles), alternative investment vehicles, Irish collective asset-management vehicles, intermediate investment vehicles, real estate operating companies, special purpose vehicles and other vehicles through which the Bain Capital Credit Fund or any intermediate investment vehicle makes, holds or proposes to make or hold investments, including costs associated with establishing, managing and administering such entities (including board of director expenses, corporate governance and secretarial expenses, fees and expenses associated with accounting, tax and financial services, reporting and cash handling fees and expenses, fees and expenses incurred in connection with audits and regulatory compliance, such as the Foreign Account Tax Compliance Act, the OECD's Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard, DAC6, anti-money laundering and central bank reporting, depository, central administration and auditor cost and expenses for administering such entities) admitting partners thereto, establishing, changing or maintaining a residence in certain jurisdictions (including rent for office space, related overhead, board of directors expenses and employee salaries and benefits), and winding up and dissolving such entities;
- all costs and expenses incurred in connection with the preparation of amendments or supplements to the Bain Capital Credit Fund documents or other documentation of the Bain Capital Credit Fund;
- all costs and expenses incurred in connection with or incidental to the incurrence or refinancing of any credit facility, net asset value loans or other indebtedness, loan servicing (assets and liabilities) (including interest, commitment fees, upfront fees, legal fees, and other fees and expenses), guarantees by, letters of credit or other obligations of the Bain Capital Credit Fund, including interest owed on any loans advanced to the Bain Capital Credit Fund by affiliates of Bain Capital Credit;

- all advisory fees and as applicable all incentive compensation and administrative fees paid to Bain Capital Credit;
- all costs and expenses of administering and complying with side letters entered into with Bain Capital Credit Fund investors (including the process of distributing and implementing applicable elections pursuant to any “most-favored nations” clauses in side letters, and any ESG obligations or other standard including measurement, monitoring, reporting and implementation thereof, and complying with any other similar standards and commitments applicable to the Bain Capital Credit Fund, its investments and potential investments, including diligence, monitoring, and reporting);
- all out-of-pocket expenses incurred in connection with the collection of amounts due to the Bain Capital Credit Fund from any person or entity;
- all expenses incurred in connection with the obtaining and maintaining of insurance policies by or on behalf of portfolio companies and investments of the Bain Capital Credit Fund, the General Partner, Bain Capital Credit and their affiliates and the Advisory Board with respect to the Bain Capital Credit Fund, such as director and officer insurance, error and omission insurance, property damage insurance, block insurance on loans, insurance on environmental risks, warranty and indemnity insurance, financial institution bond and key person coverage, including the allocable portion of any insurance policies that provide the General Partner, Bain Capital Credit and/or their respective affiliates with coverage covering multiple funds, portfolio investments and/or investment vehicles, personnel or liabilities, including with respect to the Bain Capital Credit Fund;
- all costs and expenses incurred in connection with a purchase, sale, assignment, pledge or transfer of a Bain Capital Credit Fund investor’s interest in the Bain Capital Credit Fund or the withdrawal or termination of a Bain Capital Credit Fund investor (but only to the extent not paid by the applicable purchaser or Bain Capital Credit Fund investor, assignee, pledgee or transferee, as the case may be);
- all costs and expenses associated with a defaulting Bain Capital Credit Fund investor (but only to the extent not paid by the applicable defaulting Bain Capital Credit Fund investor);
- any taxes, or any expenses, penalties, liabilities or government charges directly or indirectly imposed or required to be paid or withheld by the Bain Capital Credit Fund, the General Partner or Bain Capital Credit or any affiliate thereof with respect to the Bain Capital Credit Fund or any Partner, including any interest, additions to tax, penalties or related expenses and expenses in connection with tax proceedings and any other tax-related expenses with respect to the Bain Capital Credit Fund or any Bain Capital Credit Fund investor, which are not specifically allocated to one or more Bain Capital Credit Fund investors;
- expenses and fees of any local paying agents, licensed local distributors and similar persons;
- all expenses incurred in connection with any structure (including entity-level taxes) formed to address tax or other similar considerations of one or more Bain Capital Credit Fund

Limited Partners (including any upfront tax structuring put in place in connection with the admission of such Fund Limited Partners), (in each case, whether incurred by internal staff of Bain Capital Credit, its affiliates, or any General Partner, affiliate of or entities established by Bain Capital Credit or General Partner or by third parties);

- all fees, costs and expenses (whether paid as an annual fee or a retainer, consulting fee, incentive compensation (e.g., bonus, success fee or profits interest (in the form of cash or equity) based on pre-determined targets, milestones or similar factors), guaranteed minimum compensation or in any other manner) of professionals (including industry executives, advisors, consultants (including operating and sourcing consultants), joint venture partners, operating executives, subject matter experts or other persons or entities acting in a similar capacity) who provide services to Bain Capital Credit Funds and/or its investments or investment vehicles, including services related to the development of investment theses and investment opportunities in a given sector or deal analyses (in each case which services may, for the avoidance of doubt, be provided prior to the commencement of an investment);
- all extraordinary expenses of the Bain Capital Credit Fund, including all expenses incurred in connection with any proceeding involving the Bain Capital Credit Fund (including the cost of any investigation, prosecution, defense and preparation, including the costs of discovery related thereto) or any investment of the Bain Capital Credit Fund and the amount of any judgment, fine or settlement paid in connection therewith;
- any other extraordinary expenses of the Bain Capital Credit Fund;
- all indemnification obligations and any other indemnity, contribution, or reimbursement obligations of the Bain Capital Credit Fund with respect to any person or entity, whether payable in connection with a proceeding involving the Bain Capital Credit Fund or otherwise; and
- servicing fees as described in the Item 10 Affiliated Servicing Businesses section.

For the avoidance of doubt, the foregoing will be considered Fund Expenses whether incurred directly by the Bain Capital Credit Fund, any intermediate investment vehicle, any General Partner, the depositary, the administrator, or any of their respective affiliates on behalf of the Bain Capital Credit Fund. The Bain Capital Credit Fund will also reimburse any advisory board member (or Limited Partner such advisory board member represents) on behalf of the Bain Capital Credit Fund for any expenses properly incurred that constitute Fund Expenses.

Each eligible Bain Capital Credit Fund will bear its pro rata share of expenses (including rent, salary, bonus, deferred compensation, salary overhead, payroll administration and charges and other personnel costs and board expenses) directly relating to administrative services performed by the General Partner, Bain Capital Credit or its affiliates and fund administrative service companies and other special purpose entities maintained by Bain Capital Credit, or affiliates or entities established by Bain Capital Credit in certain jurisdictions required or desirable in connection with the Bain Capital Credit Fund's investments.

Each eligible Bain Capital Credit Fund will bear the foregoing fees, costs and expenses, including fund expenses, whether performed by internal staff of Bain Capital Credit and its affiliates or by third parties, including allocable portions of salaries, bonuses, fringe benefits or other fees paid to such staff or consultants engaged by any of the foregoing, the fees and expenses associated with recruiting and training such staff and consultants and portions of rent, utilities, information technology, other real estate related expenses and other similar items and related overhead expenses associated with the provision of such services by the General Partner, Bain Capital Credit, or their affiliates, staff or consultants. In that regard, the Bain Capital Credit Fund expects to pay these fees, costs and expenses when performed by internal staff, and may pay for loan servicing activities performed by affiliates of Bain Capital Credit at such rates as are reasonably determined by Bain Capital Credit and such affiliates, as applicable.

Subject to the foregoing, the General Partner, Bain Capital Credit, and its affiliates shall each be responsible for and pay their own normal operating expenses, including (a) salaries and employee benefit expenses of employees and related overhead (including rent, utilities, office expenses and travel expenses that are not Fund Expenses), subject to, for the avoidance of doubt, the paragraph immediately above and (b) all fees and expenses incurred in connection with the General Partner's, Bain Capital Credit's, and affiliates' compliance with any applicable ongoing regulatory requirements, excluding, in each case, those requirements that are imposed as a result of the organization or operation of the Fund and certain material and other expenses described above.

The appropriate allocation of fees and expenses among the Bain Capital Credit Fund, and other funds and accounts advised or managed, or to be advised or managed, by Bain Capital Credit, other funds and accounts advised or managed, or to be advised or managed, by advisors affiliated with Bain Capital and any other persons or entities that may invest or co-invest with the Bain Capital Credit Fund in one or more investments will be determined by the General Partner (or similar governing entity) of such other funds or accounts that invest alongside the Bain Capital Credit Fund in good faith and in a manner consistent with the Partnership Agreements and the limited partnership agreements (or analogous organizational documents) of such other investing entities. There may be no other entity that has agreed to share expenses with the Bain Capital Credit Fund if the investment is not consummated, with the result that the Bain Capital Credit Fund may bear all of the expenses relating to that potential investment (including potentially additional costs associated with a potential co-investment), notwithstanding that other funds or third parties may have benefitted from the opportunity to review, investigate and otherwise assess that potential investment. When Bain Capital Credit and its affiliates incur expenses that are unrelated to a specific investment, but are related to Bain Capital Credit Clients, Bain Capital Credit and their respective affiliates will typically allocate such expenses among all Bain Capital Credit Clients eligible to reimburse expenses of the applicable nature, to the extent the Bain Capital Credit and its respective affiliates deem such allocation reasonable. Bain Capital Credit Fund expenses incurred in respect of the operations or activities of a Bain Capital Credit Fund may be paid by such Bain Capital Credit Fund. See also Item 10 – Allocation of Fees and Expenses Among Affiliate Advisors.

Additionally, please see Item 6 below regarding “incentive fees” that Bain Capital Credit Clients pay.

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

Fees Received by Affiliated Broker-Dealer

Our affiliate, Bain Capital Distributors, LLC (“Bain Capital Distributors”), is a broker-dealer registered with the SEC and a member of the Financial Industry Regulatory Authority (“FINRA”). Bain Capital Distributors places securities and instruments issued by certain private investment funds that Bain Capital Credit and its affiliates manage.

When Bain Capital Distributors acts as the placement agent for a Bain Capital Credit Partnership in respect of securities or instruments issued by a Bain Capital Credit Partnership, no commission or other compensation is received by Bain Capital Distributors from such Bain Capital Credit Partnership or their investors for such service.

Other Fees

Bain Capital Credit and its affiliates from time to time perform management, advisory, consulting, investment banking, financial advisory, and a variety of other services for, and will receive fees in respect of such services from, actual or prospective portfolio companies or other deal related investment vehicles of Bain Capital Credit Clients. For such services, Bain Capital Credit and its affiliates may receive one or more of the following: (i) a periodic fee that is paid on a quarterly basis relating to ongoing corporate services, which include management, operational and strategic effort, (ii) a transaction fee for services (including financial advisory, investment banking and break up fees) provided in connection with the acquisition, and for other material transactions, such as financings, mergers, acquisitions, add-on acquisitions, disposition, refinancing, public offering, sale or similar change of control transactions, and (iii) reimbursement of out-of-pocket expenses incurred in connection with the provision of such services. Personnel of Bain Capital Credit and its affiliates, including former personnel servicing on our behalf and at our request, may serve as directors of portfolio companies. Some of these fees may not be paid to Bain Capital Credit Clients or otherwise offset against Bain Capital Credit’s advisory fees.

In addition to the above fees, certain Bain Capital Credit Clients may invest in funds or structured products organized by Bain Capital Credit or its affiliates for which Bain Capital Credit or its affiliates receive management fees or carried interest. In certain instances, as set forth in the applicable organizational documents and/or Advisory Agreement, such Bain Capital Credit Clients do not pay management fees on the capital invested in such funds or structured products directly but indirectly bear the management fees or carried interest paid by such funds or structured products. For additional information on potential conflicts of interest related to the receipt of these fees, please see “Item 10. Other Financial Industry Activities and Affiliations.”

Additionally, portfolio companies may reimburse Bain Capital Credit for expenses, including, without limitation, travel expenses and meals and entertainment expenses incurred by Bain

Capital Credit in connection with its performance of services for such portfolio company. In addition, Bain Capital Credit receives fees from affiliated asset servicing entities that it owns. These asset servicing entities typically service loans or similar assets which are part of non-performing loan portfolios or other significant portfolios.

The above fees are in addition to the Advisory Fees paid by Bain Capital Credit Clients. Bain Capital Credit may seek to have such fees paid directly to the relevant Bain Capital Credit Clients or, if that is not possible, reduce future Advisory Fees in connection with the receipt of the above fees in each case as set forth in the applicable organizational documents and Advisory Agreement with each Bain Capital Credit Client. To the extent any such credit would reduce the management fee for a given quarter below zero, such credit will be carried forward for future application. Any such reduction of a Bain Capital Credit Fund's management fee or payment directly to a Bain Capital Credit Client will be based on such Bain Capital Credit Client's proportionate interest in the investment giving rise to such fee. Waived Advisory Fees are generally not subject to various offsets or the reductions described above. Due to waived Advisory Fees and/or the timing of receipt of compensation subject to offsets, Bain Capital Credit Client investors will generally not receive the full benefit of reductions or offsets.

Bain Capital Credit also receives fees for serving as named agent on certain middle market transactions. Generally, Bain Capital Credit in turn retains a third party to serve as sub-agent on these transactions. Expenses incurred for the sub-agent services are typically fund payable. Bain Capital Credit generally will pass on any fees it receives for serving as named agent to participating Bain Capital Credit Clients.

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

Some, but not all, Bain Capital Credit Clients pay carried interest and other similar incentive fee arrangements ("Incentive Fees"). Certain investors in Bain Capital Credit Funds incur lower or no Incentive Fees. Incentive Fees often differ from one Bain Capital Credit Client to another, as well as among investors in the same Bain Capital Credit Fund. The payment by some, but not all, Bain Capital Credit Clients of Incentive Fees or the payment of Incentive Fees at varying rates (including varying effective rates based on the past performance of a Bain Capital Credit Client) creates an incentive for Bain Capital Credit to disproportionately allocate time, services or functions to Bain Capital Credit Clients paying Incentive Fees or Bain Capital Credit Clients paying Incentive Fees at a higher rate, or allocate investment opportunities to such Bain Capital Credit Clients. Please see Item 10 below regarding allocation for additional information relating to how conflicts of interests are generally addressed by Bain Capital Credit.

Item 7. Types of Clients

Bain Capital Credit currently provides investment advisory services to Bain Capital Credit Funds. Investment advice is provided directly to Bain Capital Credit Funds (subject to, in the case of Bain Capital Credit Partnerships, the direction and control of the General Partner of each Bain Capital Credit Partnership) and not individually to investors in such Bain Capital Credit Fund. Bain Capital Credit also provides investment advisory and investment management services to various entities that are Separate Account Clients. In addition, Bain Capital Credit also provides certain resources and services to several of its subsidiaries.

Except for the 1940 Act Funds, interests in Bain Capital Credit Funds are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Investors in Bain Capital Credit Funds (except for the 1940 Act Funds) include high net worth individuals, banks, thrift institutions, pension and profit sharing plans, sovereign wealth funds, trusts, estates, charitable organizations, university endowments, corporations, limited partnerships and limited liability companies or other business entities.

Minimum investment commitments are established for limited partners in Bain Capital Credit Funds (except for the 1940 Act Funds), which are no less than the legal eligibility requirements. Bain Capital Credit and, in the case of each Bain Capital Credit Partnership, the General Partner of such Bain Capital Credit Partnership, in its sole discretion, have in certain circumstances permitted investments that are less than the minimum investment commitment of such Bain Capital Credit Fund. Bain Capital Credit seeks to establish separately managed accounts with approximately a \$100,000,000 base, although Bain Capital Credit, in its sole discretion, has in the past permitted, and has discretion to permit in the future, investments that are less than such amount.

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

Bain Capital Credit manages Bain Capital Credit Clients in accordance with their investment strategy, applicable Advisory Agreements, and other governing documents. Certain strategies and agreements may place more significant restrictions on Bain Capital Credit's ability to make certain investments.

Bain Capital Credit monitors investments based on an analytical approach that generally involves evaluating the following investment characteristics:

Idea Generation

Bain Capital Credit's professionals identify new investment opportunities generally through three avenues: first, through industry analysis and relative value screens conducted by Bain Capital Credit's investment professionals; second, through investment opportunities brought to Bain Capital Credit by its network of relationships, including private equity sponsors, fundless sponsors, law firms, restructuring advisers, commercial and investment banks, Bain Capital Credit affiliates, and ventures with other investment advisers; and third, through Bain Capital Credit's proprietary sourcing efforts.

Company Evaluation

Market Definition. Traditionally, the first step in Bain Capital Credit's fundamental competitive analysis is defining, as accurately as possible, the market in which a company competes. Market definition generally requires an assessment of the customer needs driving the consumption of a company's products and services. If the market is defined too narrowly, substitute goods or services may be overlooked, and a company's ability to affect pricing may be overestimated. Likewise, if the market is defined too broadly, competitive advantage may be underestimated.

Many of the tools used in the definition process are derived from methodologies developed at consulting firms, market research firms, banks, and rating agencies.

Market Size and Prospects for Growth. Once a market is defined, the next step in Bain Capital Credit's analysis is to attempt to determine the dollar size of the market and to assess its growth prospects. Although market information may often be available through publicly available information, Bain Capital Credit's professionals are trained to question the available data because of the inherent biases of the reporting authorities (e.g., trade publication, industry group and "independent" consultants). Bain Capital Credit seeks to identify the primary drivers of growth (i.e. demographic trends, buying habits, technological shifts) to validate conclusions drawn by the public information. If validation is not possible, Bain Capital Credit often derives its own industry growth model through primary source research.

Margin Analysis and Cost Structure. After examining the market environment in which a company operates, Bain Capital Credit typically scrutinizes the company's historical performance and prospects. This analysis centers around the company's sustainable margins and its quality of earnings. Bain Capital Credit professionals attempt to assess the sustainability of a company's margins over time by tracking and projecting pricing trends in the industry (based on research regarding market definition, size, and growth characteristics) and the company's cost structure relative to its competitors. Bain Capital Credit generally assesses a company's quality of earnings through detailed margin analyses as well as evaluation of a company's return on assets, paying particular attention to one-time charges and extraordinary events.

Competitive Landscape. In evaluating a company's prospects, Bain Capital Credit seeks to identify and assess the current and prospective competitors of that company. The scale economies, technological advantages, and cost efficiencies available to such competitors are generally compared and contrasted in order to benchmark a company's relative strengths and weaknesses. Although a company may participate in a large, growing and otherwise attractive market, its prospects often depend on its ability to maintain a competitive advantage. Bain Capital Credit professionals are trained to analyze a competitive landscape in order to determine whether a company can be expected to perform at levels consistent with the business plan proffered by the company's management or other sponsors. A significant portion of this analysis is often conducted through interviews of portfolio company executives, other industry contacts, as well as competitors and suppliers.

Corporate Structure and Access to Capital Markets. Bain Capital Credit reviews the corporate structure of each of its investments to understand how the company's assets are distributed, which subsidiaries have the support of those assets and how any guarantees, liens or pledges will affect an investment in the company. Bain Capital Credit also analyzes an issuer's capitalization, its financial flexibility, debt amortization requirements, and the covenants, terms and conditions of the issuer's outstanding debt and equity securities. Reviewing the various covenant levels and compliance issues is an important part of Bain Capital Credit's investment monitoring system. Bain Capital Credit's professionals have extensive experience analyzing the corporate structure and covenant issues in each of the targeted asset classes.

Third Party Diligence. As part of the diligence process for certain investments, Bain Capital Credit typically hires third party firms to conduct accounting, tax, valuation, legal, environmental, and other diligence, as well as perform background checks on principals or management teams where appropriate.

Regulatory, Tax and Legal Environment. As part of its review process for certain investments, Bain Capital Credit generally performs a review of potential regulatory, tax and legal contingencies to assess any potential negative impact on the company's value or ability to continue as an ongoing concern.

Portfolio Management. Bain Capital Credit manages portfolio risk by monitoring issuer and industry diversification, interest rate risk, currency risk and other risks applicable to Bain Capital Credit Clients.

On-going Investment Monitoring. Closely monitoring financial performance and market developments of portfolio investments is critical to successful investment management. Accordingly, Bain Capital Credit is actively involved in an on-going portfolio review process. To the extent a portfolio investment is not meeting its plan, Bain Capital Credit takes corrective action when appropriate.

Risks

Investing in loans, debt and equity securities, and other types of assets involves a substantial degree of risk. Bain Capital Credit Clients are in a position to lose all or a significant portion of their investments, and Separate Account Clients and investors in Bain Capital Credit Funds must be prepared to bear the risk of loss, including total loss, of their investments.

In addition, material risks relating to the investment strategies and methods of analysis described above, and to the types of securities typically purchased by or for Bain Capital Credit Clients in connection with those strategies and methods, include the following:

Nature of Bain Capital Credit Client Investments

Competitive Environment

The business of investing in assets meeting Bain Capital Credit Clients' investment objectives is highly competitive. Competition for investment opportunities includes a growing number of non-traditional participants, such as hedge funds, private and public mezzanine, and subordinated debt funds, including business development companies, and other private investors, as well as more traditional lending institutions and competitors. Some of these competitors may have access to greater amounts of capital and to capital that may be committed for longer periods of time or may have different return thresholds than Bain Capital Credit Clients, and thus these competitors may have advantages not shared by Bain Capital Credit Clients. Increased competition for, or a diminishment in the available supply of, investments suitable for Bain Capital Credit Clients could result in lower returns on such investments. In addition, issuers may prefer to take advantage of favorable high yield or second-lien markets and issue subordinated

debt in those markets, which could result in fewer investment opportunities for Bain Capital Credit Clients. Moreover, the identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. Bain Capital Credit Clients may incur significant expenses in connection with identifying investment opportunities and investigating other potential investments which are ultimately not consummated, including expenses relating to due diligence, transportation, legal expenses and the fees of other third-party advisers.

Concentration of Investments

Except as set forth in the applicable Advisory Agreement, Bain Capital Credit Clients are generally not limited in the amount of capital that may be committed to any one investment, industry or sector, geography, or similar category or asset class. The economy of a particular country in which Bain Capital Credit Clients may invest is influenced by economic and market considerations in other countries in the region, particularly emerging market countries, and the rest of the world. Investors' reactions to events in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which Bain Capital Credit Clients may invest. As such, Bain Capital Credit Client assets may not be diversified. Any such non-diversification would increase the risk of loss to a Bain Capital Credit Client if there were a decline in the market value of any security, category, or asset class in which a Bain Capital Credit Client had invested a large percentage of its assets. If a large portion of the assets of a Bain Capital Credit Client is held in cash or similarly liquid form, such Bain Capital Credit Client's performance would likely be adversely affected. Investment in a non-diversified fund will generally entail greater risks than investment in a "diversified" fund.

Market Disruption Risk, Terrorism Risk

The military operations of the United States and its allies and the prevalence of terrorist attacks and instability in various parts of the world could have significant adverse effects on the economy of a particular country or region in which Bain Capital Credit Clients may invest, as well as the global economy. Regional (including domestic) tensions, conflicts, hostilities, terrorist attacks, insurrections or threats of terrorist attacks and political unrest may create an unstable geopolitical climate that could have a material effect on general economic conditions, market conditions and market liquidity in the U.S. and globally. Bain Capital Credit Clients could therefore be adversely affected by social instability, changes in government administrations and policies or economic, political, legal, or regulatory developments that are not within Bain Capital Credit Clients' control. Terrorist attacks, in particular, may exacerbate some of the foregoing risk factors. Attempted, ongoing, failed or even initially well-regarded negotiations between the United States and countries subject to continued international sanctions may negatively affect the global economy and may have amplified effects on emerging market country economies, securities markets, and valuations. A terrorist attack involving, or in the vicinity of, an investment may result in a loss far in excess of available insurance coverage. These types of events could impact imports from, or exports to, such geographies with an adverse impact on the economy as a whole, any industry, and/or the operations of any particular investment of Bain Capital Credit Clients.

There can be no assurances that regional or global conditions will not worsen and/or adversely affect one or more of a Bain Capital Credit Client's investment, its access to capital or leverage

or key markets, or its overall performance. A Bain Capital Credit Client's investment strategy and the availability of opportunities satisfying Bain Capital Credit Client's risk-adjusted return parameters relies in part on the continuation of certain trends and conditions observed in the financial markets and in some cases the improvement of such conditions. Trends and historical events do not imply, forecast, or predict future events and, in any event, past performance is not necessarily indicative of future results. There can be no assurance that the assumptions made, or the beliefs and expectations held by Bain Capital Credit will prove correct and actual events and circumstances may vary significantly. Bain Capital Credit cannot predict the likelihood of these types of events occurring in the future nor how such events may affect Bain Capital Credit Clients.

Geographic Risk

Bain Capital Credit Clients invest across a multitude of countries and regions. Certain Bain Capital Credit Clients may be wholly or primarily dedicated to investments in a specific region while other Bain Capital Credit clients may allocate capital across multiple regions. Investments in some of these countries and regions may incur additional risk due to the social, political, governmental, and legal infrastructure in such locations. Certain countries may face social and political instability resulting from government decisions, popular unrest, hostile relations with neighboring countries, ethnic, racial, and religious conflict, or other factors. Additionally, certain countries may have underdeveloped markets, legal systems, or other structures critical to the facilitation of an investment in those countries. Investments by Bain Capital Credit Clients in such countries involve greater risk of economic loss due to the potential for unforeseen changes or developments in the political or social environment and potential for limited liquidity.

Reliance on Management of Bain Capital Credit Partnerships

Limited partners in Bain Capital Credit Partnerships have no right or power to take part in the management of a Bain Capital Credit Partnership. In addition, such limited partners will not have an opportunity to evaluate the relevant economic, financial or other information regarding specific investments made by Bain Capital Credit Partnerships or the terms of any investment. An investor in a Bain Capital Credit Partnership must rely upon the ability of Bain Capital Credit and its advisers in identifying and implementing investments. Accordingly, no investor should purchase a limited partnership interest in a Bain Capital Credit Partnership unless such investor is willing to entrust all aspects of the management of a Bain Capital Credit Partnership to the General Partner and Bain Capital Credit.

The success of a Bain Capital Credit Partnership is highly dependent on the financial and managerial expertise of Bain Capital Credit. Although Bain Capital Credit has attempted to foster a team approach to investing, the loss of key individuals employed by Bain Capital Credit could have a material adverse effect on the performance of a Bain Capital Credit Partnership. In addition, a number of members of the professional staff of Bain Capital Credit are investors in, and are actively involved in managing the investment decisions of, other Bain Capital Credit Partnerships advised by Bain Capital Credit. Accordingly, the members of the professional staff of Bain Capital Credit will have demands on their time for the investment, monitoring and other functions of other Bain Capital Credit Partnerships advised by Bain Capital Credit.

Reliance on the Adviser

An investor must rely on Bain Capital Credit's ability to identify and make investments consistent with Bain Capital Credit Clients' investment objectives and policies. Bain Capital Credit may be unable to find a sufficient number of attractive opportunities to invest Bain Capital Credit Clients' committed capital or meet its investment objectives. Further, there can be no assurance that what Bain Capital Credit perceives as an attractive investment opportunity will not, in fact, result in substantial losses due to one or more of a wide variety of factors. Investors generally will have no right or power to take part in the management of Bain Capital Credit Clients. Investors will not receive the detailed financial information issued by portfolio investments which is available to Bain Capital Credit. Accordingly, no person should purchase Bain Capital Credit Client interests unless such person is willing to entrust all aspects of the management of the investment vehicle to the Bain Capital Credit.

The loss of the services of one or more of the members of the professional staff of Bain Capital Credit could have an adverse impact on a Bain Capital Credit Client's ability to realize its investment objective. In addition, it is expected that all of the officers and employees responsible for managing or advising Bain Capital Credit Clients will continue to have responsibilities with respect to other funds and accounts managed and advised by Bain Capital Credit. Thus, such persons will have demands made on their time for the investment, monitoring, exit strategy and other functions of other funds, managed accounts, or similar investment vehicles. In addition, the limited partnership agreement and the investment management agreement will limit the circumstances under which Bain Capital Credit and its respective affiliates can be held liable to Bain Capital Credit Clients. As a result, investors may have a more limited right of action in certain cases than they would in the absence of such provisions.

Risks of Joint Venture Investments

Bain Capital Credit makes investments through joint ventures or other entities with another person or entity (including third parties and funds, separate accounts or co-investment capital managed by Bain Capital Credit). Such investments may involve risks not present in investments where a co-investor is not involved, including diverging investment interests of the Bain Capital Credit Clients and co-investor, dysfunctional management, increased costs, greater illiquidity, the possibility that a co-investor may have financial difficulties resulting in a negative impact on such investment, or may have economic or business interests or investment objectives which are inconsistent with those of the Bain Capital Credit Clients. The joint venture agreement between Bain Capital Credit Clients and a co-investor may grant a co-investor veto powers with respect to major decisions concerning the management, financing, or disposition of an investment, which could allow a co-investor to block an action, contrary to the Bain Capital Credit Clients' investment objectives, and could increase the risk of deadlocks that may adversely affect investment liquidity, values and returns. Bain Capital Credit Clients may be subject to various costs and fees relating to such ventures, including on occasion additional performance-based or asset-based fees or allocations that may be paid to third party operating partners. Bain Capital Credit Clients may bear or be responsible for more than their pro rata share (based on relative equity participation) of expenses, guarantees and/or recourse liabilities, including environmental and other "non-recourse carveout" or so-called "bad boy" liabilities. Bain Capital Credit Clients

may hold a non-controlling interest in certain investments and, therefore, may have a limited ability to protect its position in such investments, although Bain Capital Credit expects to procure appropriate rights to protect the Bain Capital Credit Clients' interests.

If the Bain Capital Credit Clients and co-investors have the ability to dispose of their interests in the investment separately, a disposition of a large position by one party may depress the market value of the continuing investment of the remaining co-investors (possibly including the Bain Capital Credit Clients), or may reduce the price available to other co-investors (possibly including the Bain Capital Credit Clients) which may also be disposing of their respective investments. In addition, agreements governing joint ventures often contain restrictions on the transfer of a co-investor's interest, "buysell" mechanisms or similar provisions that may require Bain Capital Credit Clients to obtain the consent of a co-investor prior to divesting their interest in the joint venture or result in the purchase or sale of the Bain Capital Credit Clients' interest at a disadvantageous time or on disadvantageous terms.

If a co-investor removes its general partner or manager or terminates prior to a Bain Capital Credit Client, the ability of the Bain Capital Credit Client to exercise certain rights associated with its investments may require the cooperation of a successor general partner/manager or other persons. In addition, a Bain Capital Credit Client may be liable for actions of its co-investors. It may not be practicable or possible to review the qualifications, condition or suitability of prospective co-investors or partners.

Senior Advisers and Third-Party Service Providers

Bain Capital Credit and/or its affiliates retain third parties (which may include former employees of Bain Capital Credit or its affiliates) to provide services in relation to the Bain Capital Credit Client's offering, investment activities, underlying investments and/or operations of the Bain Capital Credit Clients or their investments. In particular, third parties are expected to be retained to provide sourcing, consulting or advisory services, including services related to the development of investment theses and investment opportunities in a given sector or deal analyses (in each case, services may, for the avoidance of doubt, be provided prior to the commencement of an offering or investment). Additional third-party consultants, legal advisers, accountants, investment banks and/or others are expected to be retained to assist in the investment due diligence process to varying degrees depending on the particular investment. Bain Capital Credit and/or its affiliates are expected to retain one or more individuals in connection with establishing platforms for investments, operating portfolio companies or providing other similar services. In addition to third party service providers, Bain Capital Credit may from time to time, engage other operating professionals, including third-party consultants and/or employees or former employees of Bain Capital Credit and their respective affiliates. Such arrangements are described in more detail below.

Generally speaking, individuals or parties engaged in whole or in part to identify, source, diligence, and/or provide other related advisory services related to investments are referred to as "Senior Advisers." Bain Capital Credit may, in addition, engage or enter into an agreement with a specific type of third party known as a fundless sponsor, which is an individual or entity that receives a fee in exchange for sourcing and managing private investments, typically in middle

market companies. Collectively, these entities – in conjunction with any other service provider engaged by Bain Capital Credit for any investment-related purpose – are referred to as “Third Parties.”

Such involvement of Third Parties may present a number of risks primarily relating to Bain Capital Credits’ reduced control of the functions that are outsourced. In addition, Third Parties may not have requirements on the time and attention they devote to the Bain Capital Credit Clients, their activities, or their investments. Bain Capital Credit may rely on the findings of Third Parties in making offering, investment and/or management decisions. Bain Capital and Bain Capital Credit may not be in a position to verify the risks or reliability of Third Parties. Bain Capital Credit and Bain Capital Credit Clients may suffer adverse consequences from actions, errors, or failures to act by such third parties. While no Third-Party providing services to Bain Capital Credit will have any fiduciary duties to Bain Capital Credit or Bain Capital Credit Clients, they may be entitled to indemnification under the terms of their service contracts or other arrangements entered into with Bain Capital Credit Clients or Bain Capital Credit; the costs and expenses of such indemnification would be borne by Bain Capital Credit Clients. In certain circumstances, Bain Capital and its employees may have other commercial or personnel relationships with Third Parties which make Bain Capital Credit more likely to engage that service provider or which present other conflicts of interest which may not be possible to manage in such a way that they are avoided.

Third Parties or their affiliates often charge or have different arrangements for specific types of services. However, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of substantial market of providers of users of such services or the confidential and/or bespoke nature of such services. In connection with such relationships, Bain Capital Credit will make determinations of market rates based on its consideration of a number of factors, which are generally expected to include Bain Capital Credit’s experience with relevant Third Parties and the overall quality of the services they provide. Whether or not Bain Capital Credit or its employees have a relationship with or receive financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is not more qualified to provide the applicable services or could provide such services at lessor cost.

Fees paid to Third Parties are structured in various ways, including but not limited to, an annual, quarterly, monthly, daily or hourly fee or retainer, a consulting fee (e.g., time and materials), incentive compensation based on the particular services provided (e.g., a bonus, success fee or profits interest (in the form of cash or equity) based on pre-determined targets, milestones or similar factors), based on the particular services provided or as guaranteed minimum compensation (which may ultimately be borne by Bain Capital Credit Clients), and/or other related factors. Collectively, these fees generally will be borne by the Bain Capital Credit Client and will not reduce the Advisory Fee owed to Bain Capital Credit, though in certain instances, they will be borne by Bain Capital Credit instead. Third Parties may also be granted preferential equity interests (including stock options, warrants and other rights to purchase interests in the portfolio investments) or co-investment opportunities in one or more portfolio investments, which they may not have received if they did not have an ongoing relationship with Bain Capital Credit and Bain Capital Credit Clients. Any such equity interests (including, if any, stock options, warrants

and other rights to purchase interests in portfolio investments) will not be for the benefit of Bain Capital Credit, and the value of such preferential interests (including stock options, warrants and other rights to purchase interests in the portfolio investments) will not reduce the management fees owed to Bain Capital Credit even if the payment of such fees or granting of such preferential equity interests have the effect of reducing payments to such Third Parties by Bain Capital Credit. These Third Parties also may incur expenses in the course of their work, and some or all of these expenses could be borne by Bain Capital Credit Clients. These items are subject to the applicable offering materials, agreements, and governing documents of particular Bain Capital Credit Clients, and may vary among Bain Capital Credit Clients. Whether or not Bain Capital Credit or its employees have a relationship or receive financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is not more qualified to provide the applicable services or could provide such services at a lesser cost.

Third-Party Fees and Service Providers

From time to time, Bain Capital Credit will (in its sole discretion) agree or be otherwise obligated to pay a portion of a transaction or other fee received from an actual or prospective portfolio company to a Third-Party Service Provider (“Third-Party Fee”), including, for example, as a consultant, advisor, finder, broker, independent director and/or investment bank. In such event, the Third-Party Fee is not a fee that Bain Capital Credit is entitled to retain and therefore, Bain Capital Credit is not required under the terms of the applicable investment management agreements (or limited partnership agreement or analogous organizational documents) to share such Third-Party Fee with any Bain Capital Credit Client. Third-Party Fees have been paid in the past and are expected to be paid in the future to former Bain Capital personnel who provide similar services upon a Bain Capital Credit’s request and such fees may be subject to sharing or offsets as set forth in the terms of the applicable investment management agreements (or limited partnership agreement or analogous organizational documents).

Additionally, Bain Capital Credit and its affiliates have in the past and are expected to in the future also engage and retain Third-Party Service Providers (even though such professionals may be exclusive to Bain Capital Credit) and who may, from time to time, receive payments from Bain Capital Credit or receive payments from or allocations of investment opportunities with respect to, portfolio companies and/or other entities. In such circumstances, such amounts will not be deemed paid to or received by Bain Capital Credit and its affiliates (even where such payments may have the effect of reducing amounts that Bain Capital Credit may otherwise be obligated to pay such professionals) and such amounts will not be subject to the sharing arrangements described above.

Operating Professionals

In addition to Third Parties, the portfolio companies may engage operating professionals that include employees and former employees of Bain Capital Credit and its affiliates, and other consultants. The activities and compensation of these individuals vary.

Operating professionals have deep, specialized operating experience. Some operating professionals are sector specialists who focus on a particular industry or asset class. Operating

professionals may be embedded within portfolio companies and given responsibility for narrowly defined initiatives that are part of a broader value-creation plan, such sales and marketing, go-to-market, cost manufacturing, lean manufacturing, construction management, property management, sourcing, supply-chain management or new product development or introduction. They sometimes also act as interim members of management for portfolio companies. Operating professionals also provide specialized operational services, including, but not limited to operational support, specialized operations and consulting services and similar or related services in connection with the identification, acquisition, holding and disposition of investments (including potential investments). These services may include, among other things, support or analysis regarding a portfolio company's management (including serving in management positions or participating in the determination of corporate strategy) and other similar operational matters.

These operating professionals typically have tailored compensation arrangements specific to their engagement and are negotiated with the particular portfolio company (or, if applicable, the Bain Capital Credit Client). Given the inherently specialized nature of such services, a limited market for such services exists, and there are often no clear market guidelines on appropriate compensation. These arrangements include compensation payments (including salary, bonus, payroll taxes and benefits) and reimbursement for overhead (including rent, property taxes and utilities allocable to the workspaces), an annual, quarterly, monthly, daily or hourly fee or retainer, a discretionary bonus, a success fee (in the form of cash or equity) based on pre-determined targets or milestones or similar factors, a profits or equity interest in the portfolio company or other incentive-based compensation. Any payments made to an operating professional will be retained by such operating professional and will not reduce the management fee or any other fees otherwise payable to Bain Capital Credit or its affiliates and will not benefit Bain Capital Credit Clients or Bain Capital Credit Clients' investors.

Sometimes, an operating professional is initially engaged as a consultant and later transitions to an employee of Bain Capital Credit or its affiliates. Conversely, sometimes an operating professional is initially an employee of Bain Capital Credit or its affiliates and later becomes an employee of a portfolio company or a consultant of Bain Capital Credit, or retained by Bain Capital Credit Clients or a portfolio company. Employees that transition to a consultant may be rehired by Bain Capital Credit or its affiliates when their work at a portfolio company has been completed. Bain Capital Credit may determine, in its discretion, whether to engage an operating professional as an employee or as a consultant. Such determination regarding whether to engage an operating professional as either an employee or a consultant may give rise to conflicts of interest because, in general, the compensation costs for employees are borne by Bain Capital Credit, whereas compensation costs for consultants are generally paid by Bain Capital Credit Clients, and/or a portfolio company, as described above.

However, in certain situations, Bain Capital Credit or its affiliates can be reimbursed for the costs of certain services, regardless of whether the operating professional providing the service is a Bain Capital Credit employee or consultant.

Expedited Investment Decisions

Investment analyses and decisions by Bain Capital Credit will frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In these cases, the information available to Bain Capital Credit at the time of making an investment decision may be limited. Therefore, no assurance can be given that Bain Capital Credit will have knowledge of all circumstances that could adversely affect an investment. In addition, Bain Capital Credit expects to rely upon independent consultants and other sources in connection with its evaluation of proposed investments, and no assurance can be given as to the accuracy or completeness of the information provided by such independent consultants or other sources, or as to Bain Capital Credit Clients' right of recourse against them in the event errors or omissions do occur.

Reinvestment Risk

Subject to certain conditions and limitations set forth in their organizational documents, Bain Capital Credit Clients will generally reinvest any proceeds from investments for a specified period of time. The objective of reinvesting such capital contributions is to provide ongoing additional capital to potentially increase the total return from the investments to the partners. However, if such proceeds are reinvested, the limited partners' capital will continue to be subject to the risk of loss for a longer period of time. If reinvested proceeds are lost, such loss would offset at least a portion of any gains that may have been realized from prior investments of Bain Capital Credit Clients, and it is possible that any such loss could exceed any such prior gains, thereby resulting in a possible loss of at least a portion of the limited partners' investments in Bain Capital Credit Clients.

Follow-On Investments

Following their initial investment in a portfolio company, Bain Capital Credit Clients may decide to provide additional funds to such portfolio company. There is no assurance that Bain Capital Credit Clients will make follow-on investments or that Bain Capital Credit Clients will have sufficient funds to make all or any of such investments. Any decision by Bain Capital Credit Clients not to make follow-on investments or their inability to make such investments may have a substantial adverse effect on a portfolio company in need of such an investment. Additionally, a failure to make such investments may result in a lost opportunity for Bain Capital Credit Clients to increase their participation in a successful portfolio company or the dilution of Bain Capital Credit Clients' ownership in a portfolio company if a third party invests in the portfolio company.

Continuation Vehicles

The Bain Capital Credit Partnership could seek to sell one or more investments to an investment vehicle established to purchase such investments, in which the Bain Capital Credit Partnership investors may be given the opportunity to continue their investment in the relevant assets, in whole or in part. A continuation vehicle could also involve participation of Related Clients and/or third parties, which may indirectly acquire a portion of the relevant assets relating to the interests of the Bain Capital Credit Partnership investors that did not elect to continue their participation,

in whole or in part. Depending on the elections made by the Bain Capital Credit Partnership investors, the sale of an investment to a continuation fund will result in certain Bain Capital Credit Partnership investors disposing of their investments in the underlying assets at a different time than the non-participating Bain Capital Credit Partnership investors, and otherwise taking actions with respect to such investment that are different than the actions taken by the Bain Capital Credit Partnership investors that do not make the same elections. As such, certain Bain Capital Credit Partnership investors could ultimately receive a return on their share of the relevant investment that is higher or lower than the return achieved by other investors in the Bain Capital Credit Partnership. In addition, unless otherwise agreed at the relevant time, in connection with such transaction, the General Partner will be entitled to its profits interest with respect to such investments as if the relevant investments had been sold for cash. Finally, Bain Capital Credit or its affiliate may be entitled to a management fee or other compensation in connection with the management of a continuation fund. Neither the Bain Capital Credit Partnership nor the Bain Capital Credit Partnership investors will be entitled to any income or offset for fees or profits interests payable to the General Partner, Bain Capital Credit or any of their affiliates by any continuation fund.

Warehoused Investments

Bain Capital Credit and Bain Capital Credit Clients from time to time hold one or more investments (subject to applicable laws and regulations) for other Bain Capital Credit Clients. Bain Capital Credit will determine, in its discretion, when to transfer such investments to Bain Capital Credit Clients, which will affect the amount of interest that will accrue to and be paid to Bain Capital Credit or Bain Capital Credit Clients upon such transfer. Because the value of the investments may change prior to their transfer to Bain Capital Credit Clients, there can be no assurance that their value will not be less or more than their cost to Bain Capital Credit Clients, at the time of the transfer. Although the value of any investments made during this period may change, in some cases significantly prior to the admission of such investors, Bain Capital Credit Clients will be required to repay Bain Capital Credit or the applicable Bain Capital Credit Client any such amounts (including any fees and expenses, including costs of borrowing or interest attributable thereto), as determined by the warehousing party, plus, in the case of a warehouse investment purchased from Bain Capital Credit or a Bain Capital Credit Client, an interest charge thereon determined by such warehousing party.

Similarly, the Bain Capital Credit Clients may warehouse one or more investments (subject to applicable laws and regulations) on an interim basis for other Bain Capital Credit Clients and/or Related Clients. Various factors that are outside a General Partner's control (such as when such other Bain Capital Credit Clients or Related Clients hold their respective first closing or draw down capital) will impact when such warehoused investments are transferred to such other Bain Capital Credit Clients and/or Related Clients, which will affect the amount of interest, if any, that will accrue to, and be paid to, the Bain Capital Credit Clients upon such transfer. Because such warehoused investments will be transferred at a price equal to cost, including fees and expenses (including any costs of borrowing or interest attributable thereto), adjusted for currency fluctuations plus such interest, if any, as determined in each case by a General Partner and the value of warehoused investments may increase prior to their transfer to the other Bain Capital Credit Clients and/or Related Clients, there can be no assurance that their value at the time of the

transfer will be not be more than the actual amounts paid to the Bain Capital Credit Clients by the applicable Bain Capital Credit Clients and/or Related Clients. In addition, there is a risk that, in certain circumstances, the other Bain Capital Credit Clients may be unable to consummate the transfer (e.g., when such funds or accounts do not close) and, in such instances, the Bain Capital Credit Clients will be required to hold such warehoused investments.

By executing a subscription agreement to acquire an interest in each limited partner grants its consent to Bain Capital, any Bain Capital Credit Client or any Related Client transferring any investments that may be warehoused to the Bain Capital Credit Client, or the Bain Capital Credit Client warehousing and transferring any investments to any other Bain Capital Credit Client or any Related Client, in each case, on the terms, among others, specified therein and above. In addition, each limited partner will agree in its subscription agreement to appoint the advisory board or the later-admitted limited partners to grant consent with respect to any transfer of one or more warehoused investments to the Bain Capital Credit Client after its admission to the Bain Capital Credit Client. To the extent that consent is obtained from later-admitted limited partners, such consent will be deemed to have been obtained by the execution of a subscription agreement by such later-admitted limited partners and will not require any other action by such later-admitted limited partners.

Fund Leverage

Subject to certain limitations on borrowing, in seeking to enhance returns on invested capital and otherwise manage cash flows, Bain Capital Credit expects to cause Bain Capital Credit Clients to borrow funds to make investments as well as to defer calling committed capital and for other purposes of the Bain Capital Credit Client. A Bain Capital Credit Client, acting on its own or jointly with one or more other parallel vehicles, feeder vehicles, other Bain Capital Credit Clients, or Related Clients, may obtain indebtedness, provide guarantees, or enter into other obligations directly or indirectly through wholly owned or joint subsidiaries of Bain Capital Credit Clients, such parallel vehicles, feeder vehicles, other Bain Capital Credit Clients or Related Clients that benefit from the leverage. To the extent permitted by applicable law, including ERISA. Indebtedness, guarantees and other obligations may be structured in a way that one or more of the Bain Capital Credit Clients, parallel vehicles, feeder vehicles or Related Clients are jointly responsible on a cross-collateralized basis for the repayment of the indebtedness or for satisfying the guarantee or other obligation, as the case may be. As a result of the incurrence of obligations on a joint and several or cross-collateralized basis (which obligations may not necessarily impose reciprocal joint and several obligations on each relevant entity), a Bain Capital Credit Client may be required to contribute amounts in excess of its pro rata share of such obligations, including additional capital to make up for the shortfall if any such parallel vehicles, feeder vehicles, other Bain Capital Credit Clients or Related Clients are unable to repay their pro rata share of such obligations.

In certain circumstances Bain Capital Credit Clients and its portfolio companies may enter into cross-collateralization arrangements with other Bain Capital Credit Clients or Related Clients (including co-investment vehicles) and their portfolio companies, particularly in circumstances in which better financing terms are available through a cross-collateralized arrangement. Also, it is expected that cross-collateralization will generally occur at portfolio companies rather than the Bain Capital Credit Clients and/or Related Clients for obligations that are not recourse to the Bain

Capital Credit Clients and/or Related Clients except in limited circumstances. Any cross-collateralization arrangements with other Bain Capital Credit Clients or Related Clients could result in the Bain Capital Credit Client losing its interest in otherwise performing investments of the Bain Capital Credit Client due to poorly performing or non-performing investments of other Bain Capital Credit Clients or Related Clients in the collateral pool.

The Bain Capital Credit Clients expect to enter into one or more prime brokerage agreements from time to time in accordance with the requirements of the AIFMD or U.K. AIFM Law (as defined below), including in connection with incurring leverage. The extent to which Bain Capital Credit Clients use leverage may have important consequences to the limited partners, including the following: (i) greater fluctuations in the net assets of the Bain Capital Credit Clients; (ii) use of cash flow (including capital contributions) for debt service and related costs and expenses, rather than for additional investments, distributions or other purposes; (iii) to the extent that the Bain Capital Credit Clients' income is required to payments of principal, interest, or other obligations to its lenders, the feeder vehicles and certain limited partners may be allocated income (and therefore incur tax liability) in excess of cash available for distribution; (iv) the Bain Capital Credit Clients may be required to prematurely harvest investments or may determine to call capital from the limited partners to service their debt obligations; (v) limitation on the flexibility of the Bain Capital Credit Clients to make distributions to limited partners or sell assets that are pledged to secure or otherwise support the indebtedness; (vi) increased interest expense if interest rate levels were to increase significantly; (vii) impairment of the liquidity or losses arising from the premature sale of the investments pledged to secure or otherwise support such indebtedness; (viii) unrelated business taxable income ("UBTI") for tax-exempt investors and other potential adverse tax consequences; (ix) restrictions on a General Partner's ability to consent to acquire or dispose of assets, incur additional indebtedness, make expenditures, distributions or capital calls, create liens on assets, enter into investments or acquisitions; (x) limitations on a General Partner's ability to consent to the transfer of a limited partner's interests in the Bain Capital Credit Client or impose concentration or other limits on the Bain Capital Credit Client's investments and/or financial or other covenants that could affect the implementation of the Bain Capital Credit Client's investment strategy; (xi) restrictions on a General Partner's ability to make amendments to the governing documents of the Bain Capital Credit Client or engage in certain transactions with affiliates; and (xii) other restrictions on the activities of a Bain Capital Credit Client without the consent of the lenders. There can also be no assurance that the Bain Capital Credit Clients will have sufficient cash flow to meet their debt service obligations. In addition, certain types of financing obtained by the Bain Capital Credit Clients may include margin call or similar mandatory prepayment provisions that allow the financing provider to demand partial or full repayment of the financing if certain events occur, such as a significant reduction in the value of the investments provided by the Bain Capital Credit Clients to secure or otherwise support such financing. If the Bain Capital Credit Clients are unable to meet such a margin call or prepayment obligation, they may forfeit its interest in the collateral securing such financing and/or may be required to liquidate investments at disadvantageous prices in order to raise the funds needed to repay the financing.

There can be no assurance that the Bain Capital Credit Clients will be able to obtain indebtedness on terms similar to terms available to competitors, including terms which may be currently available in the market, or that indebtedness will be accessible by the Bain Capital Credit Clients at any time. To the extent that indebtedness is available, there can be no assurance that it will be on terms favorable to the Bain Capital Credit Clients. The failure by the Bain Capital Credit Clients

to obtain indebtedness on favorable terms (or at all) could adversely affect the returns of the Bain Capital Credit Clients.

Valuation

Bain Capital Credit values the investments owned by Bain Capital Credit Clients. Bain Capital Credit will exercise its discretion in seeking to value these investments in good faith. There is no actively traded market for some of the securities or investment products owned by Bain Capital Credit Clients. When estimating fair value, Bain Capital Credit will apply a methodology based on its best judgment that is appropriate in light of the nature, facts and circumstance of the investments. 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 are ultimately sold. Third-party pricing information, including service providers, is not available or used regarding certain assets. The exercise of discretion in valuation by Bain Capital Credit gives rise to conflicts of interest, as the performance allocation in certain Bain Capital Credit Clients is calculated based, in part, on these valuations and such valuations affect performance calculations.

In addition, Bain Capital Credit may or may not value the investments consistently with how the same or similar investments are valued by other Bain Capital advisers. Bain Capital Credit may rely on or leverage valuation determinations and methodologies from other Bain Capital advisers. The valuations determined by Bain Capital Credit may ultimately have an impact on the net asset value (“NAV”) of Bain Capital Credit Clients. There is a risk that if the valuations made by Bain Capital Credit are inaccurate, the NAV of a Bain Capital Credit Client could differ markedly from the underlying value of the assets comprising the NAV. This inconsistency may only be realized when assets were sold or otherwise disposed of, at which point the Bain Capital Credit Client may realize a loss. If the valuations made by Bain Capital Credit are incorrect (including both with respect to an in-kind distribution or with respect to the fair value of investments that continue to be held by the Bain Capital Credit Clients), the carried interest received by Bain Capital Credit, or the timing of receipt of carried interest, could also be incorrect. Additionally, the exercise of discretion in valuation by Bain Capital Credit of unrealized investments may give rise to conflicts of interest as such valuations affect the calculation of a Bain Capital Credit Client’s performance track record for certain strategies. Most portfolio investments are expected to be difficult to value and subject to determinations and judgments. If the opinion of Bain Capital Credit as to the value of an investment is incorrect or not shared by other market participants, the returns of Bain Capital Credit will be adversely affected.

Trading Risk

Bain Capital Credit’s trade error policy only requires Bain Capital Credit to reimburse Bain Capital Credit Clients for any losses resulting from Bain Capital Credit’s breach of the Bain Capital Credit Client’s standard of care in placing, executing, booking, or settling a trade. Although Bain Capital Credit’s personnel strive to take the utmost care in implementing investment decisions on behalf of each of Bain Capital Credit Client, trade errors do occur and could have a material adverse impact on the performance of any or all Bain Capital Credit

Clients. Bain Capital Credit will have a conflict of interest in determining whether it has committed a breach of the applicable standard of care under its trade error policy.

While Bain Capital Credit endeavors to make its clients whole when trade errors in breach of the applicable standard of care occur, calculating the exact amount owed to a Bain Capital Credit Client involves discretion and there may be various reasonable approaches. Bain Capital Credit will seek to calculate the amount owed in good faith.

With respect to any trade errors resulting in a benefit to the Bain Capital Credit Client, the Bain Capital Credit Client will retain any profit when the trade is reversed. Where a third party's mistake causes a Bain Capital Credit Client loss, Bain Capital Credit will seek to recover the amount from the third party, although Bain Capital Credit is not responsible for ensuring that third parties compensate the Bain Capital Credit Client nor is Bain Capital Credit responsible for reimbursing the Bain Capital Credit Client for any such loss.

Bain Capital Credit will not use one Bain Capital Credit Client's account to correct a trade error in another Bain Capital Credit Client's account and Bain Capital Credit will not use future brokerage to compensate a broker either directly or indirectly for absorbing the cost of correcting a trade error in an earlier transaction.

Different risks exist with respect to investments in different Bain Capital Credit Clients. The risks associated with an investment in any particular Bain Capital Credit Client will generally be substantially impacted by the nature and timing of the market.

Operational Risk

A Bain Capital Credit Client is subject to operational risk, including that errors may be made by Bain Capital Credit or its affiliates, third party service providers or agents in certain transactions, calculations, or valuations on behalf of, or otherwise relating to, the Bain Capital Credit Client. The Bain Capital Credit Client may not be notified of the occurrence of an error or the resolution of any error. Generally, Bain Capital Credit and its affiliates, third party service providers or agents will not be held accountable for such errors, and the Bain Capital Credit Client may bear losses resulting from such errors.

Possibility of Fraud and Other Misconduct of Employees and Service Providers

Misconduct by employees of Bain Capital Credit, service providers to Bain Capital Credit or Bain Capital Credit Clients and/or their respective affiliates could cause significant losses to Bain Capital Credit Clients. Such misconduct may include entering into transactions without authorization; failure to comply with operational and risk procedures, including due diligence procedures; misrepresentations as to investments being considered by Bain Capital Credit; improper use or disclosure of confidential or material non-public information, which could result in litigation; regulatory enforcement or serious financial harm, including limiting the business prospects or future marketing activities of Bain Capital Credit Clients; and non-compliance with applicable laws or regulations and the concealing of any of the foregoing. Such activities may result in reputational damage, litigation, business disruption and/or financial losses to Bain Capital Credit Clients. Bain Capital Credit has implemented controls and procedures through

which they seek to minimize the risk of such misconduct occurring. However, no assurances can be given that Bain Capital Credit will be able to identify or prevent such misconduct.

Compliance with Sanctions, FCPA, and Anti-Corruption Requirements

Economic and trade sanction laws and regulations in the United States, the European Union, the UK and other jurisdictions may prohibit Bain Capital Credit Clients from transacting, directly or indirectly, with certain countries, territories, entities and individuals. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of State's Office of Economic Sanctions Policy and Implementation ("ESPI") administers and enforces laws, executive orders, regulations, and related authorities establishing U.S. economic and trade sanctions. Such economic and trade sanctions prohibit, among other things, transactions with, and the provision of services to, directly or indirectly, certain countries, territories, entities, and individuals ("Sanctioned Parties"). These Sanctioned Parties include certain non-U.S. countries and individuals and entities listed on OFAC's list of Specially Designated Nationals (as such list may be amended from time to time), which includes certain designated narcotics traffickers, certain entities and persons engaged in activities related to the proliferation of weapons of mass destruction and other parties subject to OFAC economic and trade sanctions programs. In addition, certain programs administered by OFAC and ESPI prohibit dealing with certain individuals or entities, including individuals or entities in certain countries or of certain nationalities, regardless of whether such individuals or entities appear on the lists maintained by OFAC and ESPI. It is possible that these types of U.S. and other economic and trade sanctions law and regulations may significantly restrict or completely prohibit Bain Capital Credit Clients' intended investment activities. As a result, Bain Capital Credit Clients may be adversely affected because of their unwillingness to participate in transactions that may violate such laws or regulations. Such laws and regulations may make it difficult or impossible in certain circumstances for Bain Capital Credit Clients to act expeditiously or successfully on investment opportunities.

Furthermore, if after subscribing, an investor is determined to be a Sanctioned Party, Bain Capital Credit Clients may be required to cease any further dealings with the investor's limited partnership interest until such sanctions are lifted or a license is sought under applicable law to continue dealings with such investor. For the avoidance of doubt, the GPs have the sole discretion to determine if an investor is subject to sanctions and is under no obligation to seek a license to continue dealing with such investor. As such, a GP may "freeze" the Sanctioned Party's capital account, prohibit further capital contributions from or distributions to such Sanctioned Party, and make any required filings or notices to regulators and lenders. Although Bain Capital expends significant effort to comply with the sanctions regimes in countries where it operates, one of these rules could be violated by Bain Capital Credit Clients' activities or investors, which could adversely affect the Bain Capital Credit Clients. Further, addressing a Sanctioned Party may result in additional expenses to the Bain Capital Credit Clients and may require limited partners to cover shortfalls resulting from the Sanctioned Party not being permitted to make capital contributions.

Also, as a result of sanctions, the Bain Capital Credit Clients may be required to sell securities and other Bain Capital Credit Clients investments at prices and times that it otherwise would not

have done so if not for the sanctions. While the GPs will use commercially reasonable efforts to mitigate any such situation, such situations could still adversely affect the Bain Capital Credit Clients and the investor returns.

Finally, sanctions could also result in other actions that adversely affect Bain Capital Credit Clients and their investors' returns, including but not limited to assets or other investments of Bain Capital Credit Clients being frozen or otherwise rendered inaccessible, Bain Capital Credit Clients being required to terminate existing agreements with service providers or other parties and/or the Bain Capital Credit Clients losing access to particular markets or related infrastructure.

Costs of Complying with Regulations

The operations of Bain Capital Credit Clients are subject to material federal, state and local laws, rules and regulations, as well as the laws, rules and regulations of non-U.S. jurisdictions, which could materially adversely affect the Bain Capital Credit Clients. Generally, investments are subject to various laws, ordinances, rules, and regulations. Changes in U.S. federal, state and local laws, rules and regulations, and, to the extent applicable, non-U.S. laws, rules and regulations, could negatively affect the ability of Bain Capital Credit Clients and their investments.

For example, any further increases or changes in the regulations applicable to private investment funds generally or Bain Capital Credit or Bain Capital Credit Clients, in particular may result in increased expenses associated with the Bain Capital Credit Clients' activities and additional resources of Bain Capital Credit being devoted to such regulatory reporting and compliance-related obligations, which may reduce overall returns for investors in the Bain Capital Credit Clients or have an adverse effect on the ability of Bain Capital Credit Clients to effectively achieve their investment objective. Increased reporting, registration and compliance requirements may divert the time and attention of personnel and Bain Capital Credit, and may furthermore place the Bain Capital Credit Clients at a competitive disadvantage to the extent that Bain Capital Credit is required to disclose sensitive business information. There can be no assurance that the foregoing will not have an adverse impact on the Bain Capital Credit Clients or otherwise impede Bain Capital Credit Clients' activities. Given that the Bain Capital Credit Clients will have investments and investors globally, they may need to comply with the most onerous regime applicable to it notwithstanding that other jurisdictions may deregulate or have less onerous requirements in place.

Compliance with Anti-Money Laundering Requirements

In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, the subscription agreements executed by investors will require certain representations verifying, among other things, such investors' identity, the identity of beneficial owners/controllers (if applicable) and the source of funds used to purchase the limited partnership interests in Bain Capital Credit Clients, and will require the investors to provide additional information upon request as a result of applicable anti-money laundering, financial crime, and counter terrorist finance requirements, which, in Europe in particular, are periodically

renewed and changed over time (the EU is currently working on its Sixth Anti-Money Laundering Directive). The Bain Capital Credit GPs may be required to provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the investors that the information has been so provided. The subscription agreements will authorize each of the GPs to take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures, which steps may include prohibiting an investor from making further contributions of capital to the Bain Capital Credit Clients, depositing distributions to which an investor would otherwise be entitled into an escrow account or causing the withdrawal of an investor from the Bain Capital Credit Clients.

Risks of Investments

General Market and Credit Risks of Debt Securities

Debt portfolios are subject to credit and interest rate risk. “Credit risk” refers to the likelihood that an issuer will default in the payment of principal and/or interest on an instrument. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, subordination, lack or inadequacy of collateral or credit enhancement for a debt instrument likely will affect its credit risk. Credit risk typically changes over the life of an instrument and securities which are rated by rating agencies are often reviewed and are subject to downgrade. “Interest rate risk” refers to the risks associated with market changes in interest rates. Factors that generally affect market interest rates include, without limitation, inflation, slow or stagnant economic growth or recession, unemployment, money supply and the monetary policies of the Federal Reserve Board and central banks throughout the world, international disorders, and instability in domestic and foreign financial markets. Interest rate changes affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate debt instrument and falling interest rates will have a positive effect on price. Adjustable rate instruments also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including, among other factors the index chosen, frequency of reset and reset caps or floors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Bain Capital Credit expects that it will periodically experience imbalances in the interest rate sensitivities of Bain Capital Credit Clients’ assets and liabilities and the relationships of various interest rates to each other. In a changing interest rate environment, if Bain Capital Credit does not manage this risk effectively, then a Bain Capital Credit Client’s performance could be adversely affected. In addition, Bain Capital Credit Clients’ investments are generally expected to include subordinated or unsecured debt investments issued with a fixed yield; thus, credit risk and interest rate risk are often greater than those generally applicable to other types of debt investments.

The credit markets have experienced an unprecedented degree of dislocation since 2007. Bain Capital Credit seeks to capitalize on opportunities created by this dislocation, but this strategy carries significant risk of substantial loss if the market dislocation continues or is exacerbated by

other events, such as the failure of significant financial institutions or hedge funds, dislocations in other investment markets, or extrinsic events.

Middle Market Companies

Certain Bain Capital Credit Clients invest in small and/or less well-established companies. While smaller companies generally have potential for rapid growth, they often involve higher risks because they lack the management experience, financial resources, product diversification and the competitive strength of larger corporations. These characteristics generally contribute to more volatile prices for the assets of these companies, a greater risk of bankruptcy or insolvency, and illiquidity, which, in turn would adversely affect the price and timing of liquidation of Bain Capital Credit's investments.

Adverse Effect of Economic Conditions

Bain Capital Credit Clients and the companies in which Bain Capital Credit Clients often invest are typically adversely affected by deteriorations in the financial markets and economic conditions throughout the world, some of which magnify the risks described herein and have other adverse effects. Deteriorating market conditions could result in increasing volatility and illiquidity in the global credit, debt, and equity markets generally. The duration and ultimate effect of recent market conditions cannot be forecast, nor is it known whether or the degree to which such conditions will remain stable or worsen. Deteriorating market conditions and uncertainty regarding economic markets generally could result in declines in the market values of potential investments or declines in the market values of investments after they are made or acquired by Bain Capital Credit Clients. It would be expected that such declines will be exacerbated by other events, such as the failure of significant financial institutions or hedge funds, dislocations in other investment markets or other extrinsic events. In addition, such declines could lead to weakened investment opportunities for Bain Capital Credit Clients, could prevent Bain Capital Credit Clients from successfully meeting their investment objectives and/or could require Bain Capital Credit Clients to dispose of investments at a loss while such unfavorable market conditions prevail.

Operating and Financial Risks of Investments

Companies in which Bain Capital Credit Clients invest often face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, or a larger number of qualified managerial and technical personnel. As a result, portfolio companies which Bain Capital Credit expects to be stable at times will operate at a loss or have significant variations in operating results, at times will require substantial additional capital to support their operations or to maintain their competitive position or at times will have a weak financial condition or be experiencing financial distress.

Portfolio companies often issue certain types of debt, such as mezzanine or high yield, in connection with leveraged acquisitions or recapitalizations in which the portfolio company incurs a substantially higher amount of indebtedness than the level at which it had previously operated.

Risk of Minority Positions

Bain Capital Credit Clients often holds minority positions in investments. While Bain Capital Credit Clients may seek to get the appropriate governance and exit rights at the time of investment, there may be instances in which Bain Capital Credit Clients may not be able to exercise control over such investments. In addition, in certain situations, including where the businesses are in bankruptcy or undergoing a reorganization, minority investors may be subject to the decisions taken by majority investors, and the outcome of a Bain Capital Credit Client's investment may depend on such majority controlled decisions, which decisions may not be consistent with a Bain Capital Credit Client's objectives.

Guarantees of Portfolio Companies

Bain Capital Credit Clients, any investment vehicles through which they invest, or other investment subsidiaries, may guarantee, including on a recourse and/or joint and several basis, the obligations of portfolio investments. In order to do so, Bain Capital Credit Clients may call capital, utilize proceeds, recall distributions or liquidate some or all of their investments prematurely at potentially significant discounts to fair value. In such instances, Bain Capital Credit Clients would bear sole liability for such borrowed funds in the event of a default, and as a result, such portfolio investment and any of its other investors (including direct investment by the General Partner and any co-investor or Related Client) benefit from the credit risk taken by the Bain Capital Credit Client's guarantee.

Risks Regarding Dispositions of Portfolio Companies

In connection with the disposition of an investment in a portfolio company, a Bain Capital Credit Client or its affiliates may be required to make representations and warranties about the business and financial affairs of the portfolio company typical of those made in connection with the sale of a business. A Bain Capital Credit Client or its affiliates may also be required to indemnify (or to otherwise participate in the indemnification of) the purchasers of an investment to the extent that any of these representations and warranties turns out to be inaccurate or misleading. These arrangements may result in liabilities for Bain Capital Credit Clients, depending upon recontribution obligations owed to the portfolio company. Liabilities incurred by the investment vehicles in connection with the disposition of interests in portfolio companies may cause Bain Capital Credit to call capital, recall distributions made to Bain Capital Credit Clients, or liquidate some or all of its investments prematurely at potentially significant discounts to fair value.

Bankruptcy and Other Proceedings

Many of the events within a bankruptcy case are adversarial and often beyond the control of the creditors. While creditors generally are afforded an opportunity to object to significant actions, there can be no assurance that a bankruptcy court would not approve actions which may be contrary to the interests of Bain Capital Credit Clients. Furthermore, there are instances where creditors and equity holders lose their ranking and priority as such if they are considered to have taken over management and functional operating control of a debtor.

Generally, the duration of a bankruptcy case can only be roughly estimated. The reorganization of a company usually involves the development and negotiation of a plan of reorganization, plan approval by creditors and confirmation by the bankruptcy court. This process can involve substantial legal, professional and administrative costs to the company and Bain Capital Credit Clients; it is subject to unpredictable and lengthy delays; and during the process the company's competitive position may erode, key management may depart and the company may not be able to invest adequately. In some cases, the company may not be able to reorganize and may be required to liquidate assets. The debt of companies in financial reorganization will in most cases not pay current interest, may not accrue interest during reorganization and may be adversely affected by an erosion of the issuer's fundamental values. Such investments can result in a total loss of principal.

NAV Adjustments

Bain Capital Credit or the General Partner of a Bain Capital Credit Partnership may, under certain circumstances, restate the NAV of a Bain Capital Credit Client or a class of interests in respect of a prior period. In such event, subject to the Advisory Agreement or other analogous organizational document, Bain Capital Credit may adjust the NAV of the interests held by the affected investors (to the extent such investors remain so at the time of the restatement) and under certain circumstances as further provided in the Advisory Agreement or analogous organizational document, seek payment of certain amounts from former investors. If Bain Capital Credit elects, in its sole discretion, not to seek the payment of such amounts from a current or former investor or is unable to collect such amounts from a current or former investor, the NAV of the Bain Capital Credit Client will be less than it would have been had such amounts been collected. In such case, any corresponding restatement of and reduction in the NAV of the Bain Capital Credit Client will be borne by the remaining investors.

Potential Illiquidity of Investments

The market value of the investments of each Bain Capital Credit Client will fluctuate with, among other things, changes in market rates of interest, general economic conditions and economic conditions in particular industries, the condition of financial markets and the financial condition of the issuers of a Bain Capital Credit Client's investments.

In particular, major market upsets (including those caused by war, terrorism, or other world events), general market cessations, changes in interest rates, availability of credit, inflation rates, political and economic uncertainty, changes in laws (including laws relating to taxation of a Bain Capital Credit Client's investments), trade barriers, currency exchange rates and controls, government debt burdens and monetary and deficit policies, the relative volatility between investments or equity derivative risk, the participation by other investors in the financial markets, macroeconomic dislocations and revaluations, the effectiveness of a Bain Capital Credit Client's hedging and risk management strategies and extreme market conditions can affect the value of a Bain Capital Credit Client's investments. These factors may affect the level and volatility of investment prices and the liquidity of a Bain Capital Credit Client's investments. Volatility or illiquidity could impair a Bain Capital Credit Client's profitability or result in losses.

General fluctuations in the market prices of securities and economic conditions may reduce the availability of attractive investment opportunities for Bain Capital Credit Clients and may affect Bain Capital Credit Clients' ability to make investments and the value of the investments held by Bain Capital Credit Clients. Instability in the securities markets and economic conditions generally may also increase the risks inherent in Bain Capital Credit Clients' investments. From time to time, periods of increased volatility in the public securities markets and/or a tightening of the credit markets may severely hamper the ability of companies to obtain financing for ongoing operations or expansions. Moreover, it remains unknown whether governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) will have a positive or negative effect on market conditions. During these periods, there can be no assurance when and if the market will become more liquid. The ability to realize investments depends on political, market and economic conditions at the time of such realizations. Continued or renewed volatility in the financial sector may have an adverse material effect on the ability of Bain Capital Credit Clients to buy, sell and partially dispose of their investments. Bain Capital Credit Clients may be adversely affected to the extent that they seek to dispose of any of their investments into an illiquid or volatile market, and a Bain Capital Credit Client may find itself unable to dispose of investments at prices that Bain Capital Credit believes reflect the fair value of such investments. The duration and ultimate effect of market conditions and whether such conditions may improve or worsen cannot be predicted.

In addition, the lack of an established, liquid secondary market for some of Bain Capital Credit Clients' investments may sometimes have an adverse effect on the market value of such investments and on Bain Capital Credit Clients' ability to dispose of them. Additionally, if Bain Capital Credit Clients' investments are subject to certain transfer restrictions this will contribute to illiquidity. Finally, assets of Bain Capital Credit Clients that are typically traded in a liquid market will likely become more illiquid if the applicable trading market tightens as a result of a significant macro- economic shock or for any other reason. Therefore, no assurance can be given that, if Bain Capital Credit is determined to cause the disposal of a particular such investment held by a Bain Capital Credit Client, it could dispose of such investment at the prevailing market price. Illiquidity adversely affects the price and timing of liquidation of Bain Capital Credit Clients' investments upon the redemption of an investor's interest, to pay expenses of Bain Capital Credit Clients or to pay the Advisory Fee.

A portion of a Bain Capital Credit Client's investments consist of securities that are subject to restrictions on resale by such Bain Capital Credit Client because they were acquired in a "private placement" transaction or because such Bain Capital Credit Client is deemed to be an affiliate of the issuer of such securities. Generally, a Bain Capital Credit Client will be able to sell such securities only under Rule 144 under the Securities Act, which permits limited sales under specified conditions, or pursuant to a registration statement under the Securities Act. When restricted securities are sold to the public, there is a possibility that a Bain Capital Credit Client will be deemed to be an underwriter or possibly a controlling person, with respect thereto for the purposes of the Securities Act and be subject to liability as such under the Securities Act.

If Bain Capital Credit, from time to time, possesses material, non-public information about a borrower or issuer or Bain Capital Credit is an affiliate of a borrower or an issuer, then such

information or affiliation will limit the ability of the applicable Bain Capital Credit Client to buy and sell investments.

Leveraged Investments

While investments in highly leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. Some of Bain Capital Credits Clients' investments may involve high degrees of leverage, including as a result of borrowing at one or more levels of the investment structure or as a result of implicit leverage through derivative transactions. Recessions, operating problems and other general business and economic risks can have a more pronounced effect on the profitability or survival of highly leveraged companies.

Portfolio companies often issue certain types of debt in connection with leveraged acquisitions or recapitalizations in which the portfolio company incurs a substantially higher amount of indebtedness than the level at which it had previously operated. Leverage generally has important consequences to these portfolio companies and Bain Capital Credit Clients as investors. For example, the substantial indebtedness of a portfolio company could (i) limit its ability to borrow money for its working capital, capital expenditures, debt service requirements, strategic initiatives or other purposes; (ii) require it to dedicate a substantial portion of its cash flow from operations to the repayment of its indebtedness, thereby reducing funds available to it for other purposes; (iii) make it more highly leveraged than some of its competitors, which may place it at a competitive disadvantage and (iv) subject it to restrictive financial and operating covenants, which may preclude it from favorable business activities or the financing of future operations or other capital needs.

A leveraged portfolio company's income and net assets will tend to increase or decrease at a greater rate than if borrowed money were not used. In addition, a portfolio company with a leveraged capital structure will be subject to increased exposure to adverse economic factors, such as a significant rise in interest rates, a severe downturn in the economy or deterioration in the condition of that portfolio company or its industry. If a portfolio company is unable to generate sufficient cash flow to meet all of its obligations, it will generally take alternative measures (e.g., reduce or delay capital expenditures, sell assets, seek additional capital, or seek to restructure, extend or refinance indebtedness). These actions will often negatively affect Bain Capital Credit Clients' investment in such a portfolio company.

Bain Capital Credit Clients' ability to achieve attractive rates of return on investments will depend on the ability of its portfolio companies to access sufficient sources of debt at attractive rates. However, availability of capital from the debt markets is subject to volatility from time to time, and there may be times when a Bain Capital Credit Client might not be able to access those markets at attractive rates, or at all, when completing an investment. Also, increased interest rates generally increase portfolio company interest expenses. In the event a portfolio company cannot generate adequate cash flow to meet its debt service obligations, a Bain Capital Credit Client is likely to suffer a partial or total loss of capital invested in the portfolio company.

Reliance on Management of Portfolio Companies

Although Bain Capital Credit intends to invest in companies that have strong management teams and/or to assist in enhancing management teams, there can be no assurance that any company's management team will be able to operate successfully. Companies often face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, or a larger number of qualified managerial and technical personnel. As a result, companies that Bain Capital Credit expects to be stable will at times likely operate at a loss or have significant variations in operating results, may require substantial additional capital to support their operations or to maintain their competitive position or have a weak financial condition or be experiencing financial distress.

In addition, instances of fraud and other deceptive practices committed by the management team of companies in which a Bain Capital Credit Client has an investment may undermine Bain Capital Credit's due diligence efforts with respect to such companies. The success or failure of a company, including its compliance with applicable law, will depend to a significant extent on the company's management team. While the Bain Capital Credit Clients may seek certain information, access and management rights, the Bain Capital Credit Clients often will not have an active role in the day-to-day management of the portfolio companies in which they invest. Accordingly, the success or failure of those entities will depend to a significant extent on their management teams and their equity owners, who may be founders or private equity or other financial sponsors.

Fraud

The value of investments made by Bain Capital Credit Clients may be adversely affected by material misrepresentation, omission, inaccuracy, or incompleteness on the part of a borrower or the issuer. Such material misrepresentation, omission, inaccuracy, or incompleteness may adversely affect the valuation of the collateral underlying the loans or may adversely affect the ability of Bain Capital Credit Clients to enforce any security in respect of such loans. Breach of covenants provided by the borrower or another credit support party could result in similar risks. In addition, when discovered, material misrepresentations, omissions, inaccuracies, or incompleteness may contribute to overall market volatility that could negatively impact Bain Capital Credit Clients' investments. In the event of a material misrepresentation, omission, inaccuracy or incompleteness by any portfolio company, Bain Capital Credit Clients may suffer a partial or total loss of its capital investment in that company.

Control Investments

The Bain Capital Credit Clients may obtain controlling interests in certain of the portfolio companies in which they invest. The exercise of such control may result in additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations (including securities laws), pension plan underfunding, or other types of liability in which the limited liability generally applicable to business ownership may be ignored. If any of these liabilities were to arise, Bain Capital Credit Clients could suffer a significant loss.

Non-Control Investments

Bain Capital Credit Clients expect to hold non-controlling interests in certain portfolio companies and, therefore, may have a limited ability to protect their position in such portfolio companies. As a condition of making non-controlling investments in portfolio companies, Bain Capital Credit Clients will typically seek to obtain appropriate shareholder rights to protect a Bain Capital Credit Client's investment, but it may not necessarily pursue or obtain appropriate shareholder rights to protect the Bain Capital Credit Client's investment, but it may not necessarily pursue or obtain such rights in all cases. If the Bain Capital Credit Client does not have a controlling position or other shareholder rights to protect its interests, it is possible that a portfolio company could take actions that negatively impact the value of the Bain Capital Credit Client's investment or that prevent the Bain Capital Credit Client from disposing of its investment in the portfolio company. The mere fact that the General Partner disagrees with decisions made by other investors in a portfolio company likely will not trigger any particular ability of the Bain Capital Credit Client to dispose of its investment in such portfolio company, with the result that the value of the Bain Capital Credit Client's investment in a portfolio company may be materially impacted by the decisions of other investors.

Third Party Litigation

In addition to litigation relating to the bankruptcy process as described below under "Item 8: Risks-DIP Loans," Bain Capital Credit Clients' investment activities subject them to the normal risks of becoming involved in litigation by third parties. This risk is somewhat greater where the relevant Bain Capital Credit Client exercises control or significant influence over a company's direction, including as a result of significant equity ownership, service on the board of directors or other contractual rights. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would generally be borne by the relevant Bain Capital Credit Client and would reduce net assets.

Third-Party Involvement

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

Investment in non-U.S. Issuers

Certain Bain Capital Credit Clients invest in the securities of non-U.S. issuers. On occasion, there is less information publicly available about a non-U.S. issuer than about a U.S. issuer, and non-U.S. issuers are generally not be subject to accounting, auditing and financial reporting standards and practices comparable to those in the United States. In addition, with respect to certain countries, there is a possibility of expropriation, imposition of non-U.S. withholding or other taxes on dividends, interest, capital gains or other income, limitations on the removal of funds or other assets of a Bain Capital Credit Client, political or social instability or diplomatic developments that could affect investments in those countries. An issuer of securities may be domiciled in a country other than the country in whose currency the instrument is denominated. The values and relative yields of investments in the securities markets of different countries, and their associated risks, are expected to change independently of each other.

Bankruptcy law and process in non-U.S. jurisdictions often differ substantially from that in the United States, which will often result in greater uncertainty as to the rights of creditors, the enforceability of such rights, reorganization timing and the classification, seniority, and treatment of claims. In certain developing countries, although bankruptcy laws have been enacted, the process for reorganization remains highly uncertain, while some other developing countries have no bankruptcy laws enacted, adding further uncertainty to the process for reorganization.

Investments in Emerging Markets

The risks of investments in non-U.S. markets described above apply to an even greater extent to investments in emerging or less-developed markets. The securities markets of emerging market countries are generally smaller, less developed, less liquid, and more volatile than the securities markets of the U.S. and other developed markets. Disclosure and regulatory standards in many respects are less stringent than in the U.S. and other developed markets. There also may be a lower level of monitoring and regulation of securities markets in emerging market countries and the activities of investors in such markets and enforcement of existing regulations may be inconsistent and subject to change without warning. In addition, custodial services and other costs relating to investments may be more expensive in emerging markets than in many developed markets, which could reduce a Bain Capital Credit Client's income from such investments. In many cases, governments of emerging market countries continue to exercise significant control over their economies, and government actions relative to the economy, as well as economic developments generally, may adversely affect the liquidity and price of investments, regardless of the issuer's financial condition. In addition, there is a heightened possibility of expropriation or confiscatory taxation, imposition of withholding taxes on interest or dividend payments, or other similar developments that could affect investments in those countries. There can be no assurance that adverse political changes will not cause Bain Capital Credit Clients to suffer a loss of any or all of their investments.

Investors' reactions to events in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which Bain Capital Credit Clients may invest. A significant adverse change in the economy of one country, or a loss of investor confidence in the financial systems of emerging markets and other markets generally,

could cause increased volatility in the economy and market of another country and, as a result, have an adverse effect on the investments of Bain Capital Credit Clients. There can be no assurance that financial events of such type will not happen again or will not have an adverse effect on Bain Capital Credit Clients' investments. Events of this nature may adversely affect the economies of emerging and other markets in both the near and long term.

Additional risks associated with investment in emerging markets include: (i) greater risk of expropriation, confiscatory taxation, nationalization, social and political instability (including the risk of changes of government following elections or otherwise) and economic instability; (ii) the relatively small current size of some of the markets for securities and other investments in emerging markets issuers and the current relatively low volume of trading, resulting in lack of liquidity and in price volatility; (iii) increased risk of national policies which may restrict the Bain Capital Credit Clients' investment opportunities, including restrictions on investing in issuers or industries deemed sensitive to relevant national interests; (iv) the absence of developed legal structures governing private or foreign investment and private property; (v) the potential for higher rates of inflation or hyper-inflation; (vi) increased currency risk and risk of the imposition, extension or continuation of foreign exchange controls including managed adjustments in relative currency values; (vii) increased interest rate risk and credit risk; (viii) lower levels of democratic accountability; (ix) greater differences in accounting standards and auditing practices which may result in increased risk of unreliable financial information and (x) different corporate governance frameworks. The emerging markets risks described above also increase counterparty risks for investments in those markets. In addition, investor risk aversion to emerging markets can have a significant adverse effect on the value and/or liquidity of investments made in or exposed to such markets and can accentuate any downward movement in the actual or anticipated value of such investments which is caused by any of the factors described above.

Investment and Repatriation Restrictions

Investments by the Bain Capital Credit Clients in companies in emerging markets may require significant government approvals under corporate, securities, exchange control, foreign investment and other similar laws and may require a significant expenditure of time and resources and structuring alternatives that differ significantly from those customarily used in more developed countries. Some emerging countries have laws and regulations that currently preclude direct foreign investment in the securities of their companies.

In addition to the foregoing investment restrictions, prior governmental approval for foreign investments may be required under certain circumstances in some emerging countries. Ownership limitations also may be imposed by the charters of individual companies in emerging countries to prevent, among other concerns, violation of foreign investment limitations.

Repatriation of investment income, capital and the proceeds of sales by foreign investors may require governmental registration or approval in some emerging countries. The Bain Capital Credit Clients could be adversely affected by delays in or a refusal to grant any required governmental registration or approval for such repatriation or by withholding taxes imposed by emerging market

countries on interest or dividends paid on securities held by the Bain Capital Credit Clients or gains from the disposition of such securities.

Evolving Legal and Regulatory Regime and Potential Regulatory Changes

The regulatory environment for private investment funds, their managers and Bain Capital Credit is evolving, and changes in regulation could occur during the term of Bain Capital Credit Clients that may adversely affect Bain Capital Credit Clients and their investment results, or some or all of Bain Capital Credit Clients' investors or lead to decreased investment returns, increased taxes or other costs. New laws and/or revised rules, regulations or guidance imposed (including thematic work by governments or regulators which indicates that new laws, rules or guidance may be forthcoming) or supervised by the UK Financial Conduct Authority (the "FCA"), the SEC and other governmental regulatory authorities and self-regulatory organizations or industry bodies that supervise the financial markets could adversely affect the Bain Capital Credit Clients. For example, 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 Bain Capital Credit and Bain Capital Credit Clients. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed and adopted 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 Bain Capital Credit Clients and/or their investments, as well as increasing their expenses. Significant time and resources are expected to be required to comply with new regulations, which potentially will detract from the time and resources dedicated to the operations of Bain Capital Credit Clients. Additionally, in light of the changing global regulatory climate, Bain Capital Credit and/or Bain Capital Credit Clients may be required to register under certain foreign laws and regulations, and need to engage distributors or other agents in certain non-U.S. jurisdictions in order to market interests to potential investors. The effect of any future regulatory change(s) in such jurisdictions on Bain Capital Credit Clients could be substantial and adverse.

The U.S. Congress, the previous U.S. presidential administration and U.S. financial services agencies have previously taken various actions to amend but not repeal the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). In June 2017, the U.S. Treasury Department issued the first in a series of reports pursuant to a February 2017 executive order establishing core principles for financial regulation and directing the Treasury Department to review then-current regulation of the financial services industry to accomplish, among other things, making financial regulation efficient, effective, and appropriately tailored. In the June 2017 report, the Treasury Department recommended a number of changes both to federal banking and financial services regulation and statutes including the Dodd-Frank Act. Among the changes recommended by the Treasury Department Report were modifications that would ease regulatory burdens related to the Section 619 of the Dodd-Frank Act and Regulation VV as adopted by the Board of Governors of the Federal Reserve (each as amended, the "Volcker Rule"). The Volcker Rule generally prohibits a banking entity from sponsoring or investing in private equity and hedge funds without a specific exemption or exclusion thereunder. In May 2018, Congress passed and the previous administration signed into law the Economic Growth, Regulatory Relief and Consumer Protection Act ("EGRRCPA"), which represented the first significant deregulatory

piece of legislation amending the Dodd-Frank Act. The EGRRCPA is wide-ranging, affecting many financial services laws.

If the restrictions under the Dodd-Frank Act are further curtailed or repealed, banking entities may be subject to fewer restrictions on their investment activities, which may allow them to become more active in the markets and compete more actively with Bain Capital Credit Clients for investment opportunities and to sponsor funds that compete with Bain Capital Credit Clients for investment opportunities. The Dodd-Frank Act also imposes increased recordkeeping and reporting obligations on Bain Capital Credit with respect to Bain Capital Credit Clients. Records and reports relating to Bain Capital Credit Clients that must be maintained by Bain Capital Credit and that are subject to inspection by the SEC include: (i) assets under management and use of leverage (including off-balance-sheet leverage); (ii) counterparty credit risk exposure; (iii) trading and investment positions; (iv) valuation policies and practices of Bain Capital Credit Clients; (v) type of assets held; (vi) side arrangements or side letters; (vii) trading practices; and (viii) such other information as the SEC, in consultation with the U.S. Financial Stability Oversight Council, determines is necessary and appropriate. This is in addition to books and recordkeeping requirements that all advisers are required to maintain and produce upon inspection by the SEC. While the Dodd-Frank Act subjects such records and reports to certain confidentiality provisions, no assurance can be given that the mandated disclosure of records or reports to the SEC or other governmental entities will not have a significant negative impact on Bain Capital Credit Clients, Bain Capital Credit or any limited partner. In addition, the new recordkeeping and reporting requirements and enhanced SEC scrutiny and audits may increase Bain Capital Credit Clients' compliance, administrative and other operational costs. As it is unclear whether and how the current U.S. presidential administration and the U.S. Congress will further amend, or even repeal, the Dodd-Frank Act and what other legislative, regulatory, and executive actions may be taken, it is difficult to predict how Bain Capital Credit Clients will be affected by any such legislative, regulatory or executive actions. Depending on the nature of any changes to the Dodd-Frank Act, such changes may prove detrimental to Bain Capital Credit Clients.

One of the recently proposed amendments to existing rules promulgated under the Advisers Act would potentially require changes to the operation of private funds managed by registered investment advisers. The proposed rules impose new and more stringent requirements relating to the custody and safeguarding of client assets and relationships with custodians. These proposed rules are subject to notice and comment and may be revised substantially before being adopted. There can be no assurances that any final rules will be promulgated, what the terms of the final rules will be if promulgated and when any such rules would take effect. Any such final rules may result in increased costs, expenses, and compliance burdens for Bain Capital Credit and/or the Bain Capital Credit Clients, may result in the ability of the Bain Capital Credit Clients to make certain investments and may require amendments to the agreements, organizational documents, and/or custodial agreements, the costs of which will be borne by the Bain Capital Credit Clients.

In October 2020, the Board of Governors of the Federal Reserve System and four other federal agencies adopted amendments to the Volcker Rule provisions relating to "covered funds". Among other things, these amendments permit certain banking entities and employee securities companies to co-invest in an unlimited amount alongside private equity funds, real estate funds, infrastructure funds, energy funds, and other funds so long as the investments are permitted by applicable law. These amendments have the effect of allowing banking entities and their affiliates to compete more

actively with Bain Capital Credit Clients for investment opportunities and to sponsor funds that compete with Bain Capital Credit Clients for investment opportunities.

Bain Capital Credit Clients may be adversely affected by these and other changes in the enforcement or interpretation of existing statutes and rules by these or other regulatory authorities or self-regulatory organizations. Further, the SEC, other regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies, which may have an adverse impact on the business of Bain Capital Credit Clients or one or more of the portfolio companies. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any of the proposals will become law. Compliance with any new laws or regulations could be more difficult and expensive, and may affect the manner in which Bain Capital Credit Clients conducts business. In particular, changes in the regulation of private investment funds may adversely affect the ability of Bain Capital Credit Clients to obtain the leverage it might otherwise seek.

Similarly, developments in the tax laws of the U.S. or other jurisdictions (possibly with retroactive effect) in which Bain Capital Credit Clients or one of their subsidiaries operates, is managed, is advised, is promoted or invests, or in which any of the limited partners is resident could have a material effect on the tax consequences to Bain Capital Credit Clients and/or Bain Capital Credit Clients' investors.

Additionally, Bain Capital Credit and Bain Capital Credit Clients are subject to U.S. laws governing overseas investment, including the Foreign Corrupt Practices Act, and to anti-corruption laws of other jurisdictions. New laws or revised regulations, including those imposed by the SEC, other governmental regulatory authorities, self-regulatory organizations, or industry bodies that supervise the financial markets that could adversely affect the Bain Capital Credit Clients, may be adopted in the future. Enforcement actions under these and other laws, including with respect to allegations beyond Bain Capital's control, could adversely affect Bain Capital Credit or Bain Capital Credit Clients.

Private Funds Rules

In recent years, the SEC has proposed and adopted several new rules that will increase governmental scrutiny of the private equity industry. In particular, on August 23, 2023, the SEC voted to adopt previously proposed new rules and amendments (collectively, the "Private Fund Rules") to existing rules under the Advisers Act specifically related to registered investment advisers and their activities with respect to private funds. On September 1, 2023, several trade groups representing private fund managers filed a legal challenge to the Private Fund Rules in the U.S. Fifth Circuit Court of Appeals for the Fifth Circuit and other legal challenges to the Private Fund Rules may be forthcoming. To the extent that such lawsuits are not successful, the implementation of these new rules is expected to create additional burdens for advisers to private funds.

The Private Fund Rules, and any other new rules or regulations relating to private funds, are expected to materially impact the operation of Bain Capital Credit Clients and their investments, including by increasing expenses borne by investors and restricting certain activities. Significant time and resources may be required to comply with such new regulations. Bain Capital Credit

and Bain Capital Credit Clients' compliance burdens and associated costs, including insurance expenses and any expenses associated with the Bain Capital Credit Clients' independent audit (which, to the extent permitted under the Partnership Agreement and consistent with applicable law (including the Private Fund Rules), will be treated as Partnership Expenses) will likely increase. Bain Capital Credit will also be subject to increased risk of exposure to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which would likely negatively impact the Bain Capital Credit Clients' reputation as well as its investment activities, thereby materially reducing returns to investors. There can be no assurance that the Private Fund Rules and any other new SEC rules and amendments will not have a material adverse effect on Bain Capital Credit, Bain Capital Credit Clients, their investments and/or investors.

Custody and Banking Risks

The Bain Capital Credit Clients will maintain funds with one or more banks or other depository institutions ("banking institutions"), which may include US and non-US banking institutions, and may enter into credit facilities or have other financial relationships with banking institutions. The distress, impairment or failure of one or more banking institutions with whom the Bain Capital Credit Clients, their portfolio companies, the General Partners and/or Bain Capital Credit transact may inhibit the ability of the Bain Capital Credit Clients or their portfolio investments to access depository accounts or lines of credit at all or in a timely manner and make it more difficult for the Bain Capital Credit Clients to obtain financing or result in any financing obtained by the Bain Capital Credit Clients being on less attractive terms.

In such cases, the Bain Capital Credit Clients may be forced to delay or forgo investments or to call capital when it is not desirable to do so, resulting in lower performance for the Bain Capital Credit Clients. In the event of such a failure of a banking institution where a Bain Capital Credit Client or one or more of its portfolio investments holds depository accounts access to such accounts could be restricted and U.S. Federal Deposit Insurance Corporation (FDIC) protection may not be available for balances in excess of amounts insured by the FDIC (and similar considerations may apply to banking institutions in other jurisdictions not subject to FDIC protection). In such instances, the Bain Capital Credit Clients and their affected portfolio investments may not recover such excess, uninsured amounts and instead, would only have an unsecured claim against the banking institution and participate pro rata with other unsecured creditors in the residual value of the banking institution's assets. The loss of amounts maintained with a banking institution or the inability to access such amounts for a period of time, even if ultimately recovered, could be materially adverse to the Bain Capital Credit Clients or their portfolio companies. One or more investors or the Bain Capital Credit Clients' General Partners could also be similarly affected and unable to fund capital calls, further delaying or deferring new investments.

In addition, the Bain Capital Credit Clients' General Partners may not be able to identify all potential solvency or stress concerns with respect to a banking institution or to transfer assets from one bank to another in a timely manner in the event a banking institution comes under stress or fails. It is a condition to many fund-level lines of credit that the borrower maintain most or all of its bank accounts with the lender and in particular any accounts into which capital may be

called. If the Bain Capital Credit Clients were to obtain a line of credit and concerns were to develop subsequently as to the safety and soundness of the lending bank, the Bain Capital Credit Clients might have limited flexibility to open accounts at another bank and/or to call capital into such an account without breaching the terms of its credit agreement. Such a breach could trigger an acceleration of all of the loans currently outstanding under the line of credit, which would require the General Partner to call capital from the Bain Capital Credit Clients' investors to repay such amounts. This could cause liquidity concerns for Bain Capital Credit Clients' investors that would not have arisen in the absence of such a breach. The distress, impairment or failure of one or more U.S. or non-U.S. banking institutions could also result in market volatility and disruption and/or a lack of confidence from investors in the banking institutions utilized by the Bain Capital Credit Clients and/or the investments, all of which could have a negative impact on the performance of the Bain Capital Credit Clients.

Potential Implications of Brexit

On January 31, 2020 the United Kingdom ("UK") formally left the EU. Following its withdrawal from the EU, the UK entered into a free trade agreement on January 1, 2021 to govern their future relationship on a number of areas (the "Treaty"). Although the EU and the UK agreed upon the Treaty, trade between the UK and the EU may be disrupted through the imposition of new customs checks, processes at the border and other actions which could be taken by either the UK or the EU under the ongoing operation of the Treaty or other legal aspects of the UK's withdrawal from the EU. The UK's departure from the customs union and the single market has

rendered its access to EU markets significantly more restricted than it has been until now, particularly in relation to the provision of services from the UK into the EU (and vice versa).

The Treaty does not cover the UK's future relationship with the EU on financial services. The EU and the UK have in principle agreed on a memorandum of understanding establishing a framework for regulatory cooperation in financial services, which does not include a new framework for mutual market access. While some EU directives contemplate access to EU markets by financial services firms established in countries deemed to have equivalent standards, even if UK domestic law continues to be equivalent to EU law (which is not guaranteed), there is no certainty that the EU will facilitate equivalence decisions. Where the EU makes such equivalence decisions, it may unilaterally revoke them at short notice. It is therefore expected that there will be disruption in all areas in which there is currently harmonizing EU legislation, because the current legal framework has ceased to apply to the UK with nothing to replace it unless and until the UK negotiates alternative arrangements with the EU and/or with individual EU Member States.

The future application of EU-based legislation to the private fund industry in the UK will depend on the territorial scope of Bain Capital Credit Clients' operations and the actions of the UK government. Any re-negotiated terms or amended laws and regulations may have an adverse impact on Bain Capital Credit Clients and their investments, including the ability of Bain Capital Credit Clients to achieve their investment objectives. Brexit (and the ongoing operating of the Treaty and other legal aspects of the UK's departure from the EU) may result in significant market dislocation, heightened counterparty risk, an adverse effect on the management of market

risk and increased legal, regulatory or compliance burden for investors, Bain Capital Credit and/or Bain Capital Credit Clients, each of which may have a negative impact on the operations, financial condition, returns or prospects of Bain Capital Credit Clients.

Brexit may have an adverse effect on the tax treatment of Bain Capital Credit Clients and their investments, in particular where reliance might have been placed on a UK entity's status as being in an EU Member State for the purposes of determining eligibility for benefits under a double tax treaty. In particular, depending on the agreed future application of EU law to the UK, EU directives preventing withholding taxes being imposed on intragroup dividends, interest and royalties may no longer apply to payments made into and out of the UK, meaning that instead, the UK's double tax treaty network would need to be relied upon. Further, there may be changes to the operation of value-added tax (VAT).

While the most immediate impacts on corporate transactions will likely be related to changes in market conditions, the development of new regulatory regimes and parallel competition law enforcement may have an adverse impact on transactions, particularly those occurring in, or impacted by conditions in, the UK and elsewhere in Europe.

Russian Invasion of Ukraine

In February 2022, Russian President Vladimir Putin ordered the Russian military to commence a full-scale invasion into Ukraine. In response, the U.S., UK, and European Union announced financial, trade, and investment restrictions against Russia (as well as Belarus), and additional restrictions may be introduced in the future. Russia's invasion of Ukraine, the resulting displacement of persons both within Ukraine and to neighboring countries and the increasing international sanctions have had, and could continue to have, a negative impact on the economy and business activity globally (including in the countries in which the Bain Capital Credit Clients may invest), and therefore could adversely affect the performance of the Bain Capital Credit Clients' investments. Furthermore, given the ongoing and evolving nature of the conflict between Russia and Ukraine and its ongoing escalation, it is difficult to predict the conflict's ultimate impact on global economic and market conditions, and, as a result, the situation presents material uncertainty and risk with respect to the Bain Capital Credit Clients and the performance of their investments or operations, and the ability of the Bain Capital Credit Clients to achieve their investment objectives.

The Russian invasion of Ukraine may have a significant adverse impact on, and result in significant losses to, the Bain Capital Credit Clients and their portfolio investments. In particular, the portfolio companies of the Bain Capital Credit Clients may suffer significant increases in operating costs (including, among other reasons, as a result of the substantial increase in energy and commodity prices and potential supply chain disruption), losses from cyberattacks, significant reductions in revenue and growth, increased foreign exchange risk and/or unexpected operational losses and liabilities. It may also limit the ability of the Bain Capital Credit Clients to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (sanctions-related, military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy that the

Bain Capital Credit Clients intend to pursue, all of which could adversely affect the Bain Capital Credit Clients' ability to fulfill their investment objectives.

Israel and Palestine

On October 7, 2023, Hamas launched air and ground strikes against the state of Israel. In response to these attacks, on October 8, 2023, the state of Israel declared war on Hamas and began a series of retaliatory attacks. Israel's allies, including the U.S., the UK and the European Union, have denounced Hamas and have reiterated their historic support for Israel's right to defend itself against attacks.

The U.S. has deep historical, geopolitical, and economic ties to the state of Israel and may be particularly susceptible to escalations and/or the prolongment of this war. Therefore, the war may negatively affect the ability of the Bain Capital Credit Clients to achieve their investment objectives and may adversely impact the performance of the Bain Capital Credit Clients' investments. Given the ongoing and evolving nature of this war and its ongoing escalation, it is difficult to predict the conflict's ultimate impact on global economic and market conditions, and, as a result, the situation presents material uncertainty and risk with respect to the Bain Capital Credit Clients and the performance of their investments or operations, and the ability of the Bain Capital Credit Clients to achieve their investment objectives.

Further, while the U.S., the UK, the European Union, and other allies of Israel already have sanctions in place against Hamas and many of its allies, further sanctions may be forthcoming. Further sanctions may adversely affect the Bain Capital Credit Clients, the performance of their investments or operations and/or the ability of the Bain Capital Credit Clients to achieve their investment objectives.

Credit Ratings Are Not a Guarantee of Quality

Bain Capital Credit Clients may invest in debt securities that have been rated by internationally recognized rating organizations. In general, the credit ratings of these organizations represent the opinions of such agencies as to the quality of investments that they rate and are not a guarantee of quality. Such agencies may change their method of valuation of, and the ratings of, securities held by the Bain Capital Credit Clients at any time. Furthermore, credit rating agencies throughout the world have different standards, making comparison across countries difficult. A credit rating is not a recommendation to buy, sell or hold assets and may be subject to revision or withdrawal at any time by the assigning rating agency. Rating agencies attempt to evaluate the safety of principal and interest payments and do not evaluate the risks of fluctuations in market value; therefore, ratings may not fully reflect the true risks of an investment. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events, so that a borrower's current financial condition may be better or worse than a rating indicates. Consequently, credit ratings of any corporate debt obligation are only a preliminary indicator of investment quality, and not a completely reliable indicator of investment quality. Rating reductions or withdrawals may occur for any number of reasons and may affect numerous assets, including many already held by the Bain Capital Credit Clients, at a single time or within a short period of time.

PIK Interest Payments

Bain Capital Credit Clients' investments may contain provisions providing for the payment of payment-in-kind ("PIK") interest. Because PIK interest results in an increase in the size of the loan balance of the underlying loan, the receipt by the Bain Capital Credit Client of PIK interest will have the effect of increasing the Bain Capital Credit Clients' assets under management.

Inflation

Certain countries in which Bain Capital Credit Clients invest have historically experienced substantial rates of inflation, and the rapidly growing nature of an emerging economy may lead to higher rates of inflation. Inflation and rapid fluctuations in interest rates have had, and may continue to have, negative effects on the economies and securities markets of certain emerging economies. Past governmental efforts to curb inflation have included wage and price controls, as well as more drastic economic measures that have had a materially adverse effect on the level of economic activity in the affected country. In particular, a number of countries globally are currently experiencing higher inflation levels. The current inflationary environment could negatively impact the capitalization rates at which assets that Bain Capital Credit Clients will hold are priced and could disrupt settled expectations around long-term interest rates in the U.S. and in other developed markets. There can be no assurance that inflation will not become a serious problem in the future and thereby potentially negatively affect Bain Capital Credit Clients' investment returns.

Deflation

Deflation could reduce the value of investments as economic growth is often negatively impacted by consumers and businesses delaying purchase decisions as prices reduce. This may lead to a reduction in the demand for space. Deflation may also make it more difficult for investments which are leveraged at the asset level to meet or service their debt obligations, due to reductions in revenues and increases in the size of the debt relative to the overall value of an investment.

Periods of deflation are often characterized by a tightening of money supply and credit, which could limit Bain Capital Credit Client's ability to leverage investments, and so limit the number and size of investments that a Bain Capital Credit Client may make and affect the rate of return to investors.

Such economic constraints could also make Bain Capital Credit Client's investments more illiquid, preventing a Bain Capital Credit Client from divesting such investments.

Environmental Risks

Environmental laws, regulations and regulatory initiatives play a significant role in certain industries and can have a substantial impact on investments in these industries. These industries will continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organizations and special interest groups. The Bain Capital Credit Clients may invest in portfolio companies that are subject to changing and increasingly stringent environmental and health and safety laws, regulations, and permit

requirements. New and more stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws or regulations could impose substantial additional costs on investments or potential investments, and there can be no guarantee that all costs and risks regarding compliance with environmental laws and regulations can be identified. Compliance with such current or future environmental requirements does not ensure that the operations of the Bain Capital Credit Clients' investments will not cause injury to the environment or to people under all circumstances or that the Bain Capital Credit Clients' investments will not be required to incur additional unforeseen environmental expenditures. Environmental hazards could expose the investments to material liabilities for property damages, personal injuries, or other environmental harm, including costs of investigating and remediating contaminated properties. Moreover, failure to comply with regulatory or legal requirements could have a material adverse effect on a portfolio company or project, and there can be no assurance that portfolio companies will at all times comply with all applicable environmental laws, regulations and permit requirements. Past practices or future operations of portfolio companies could also result in material personal injury or property damage claims. Any noncompliance with these laws and regulations could subject the Fund and its properties to material administrative, civil, or criminal penalties or other liabilities. Under certain circumstances, environmental authorities and other parties may seek to impose personal liability on the limited partners of a partnership (such as the Bain Capital Credit Clients) subject to environmental liability. The Bain Capital Credit Clients may experience material losses due to these risks.

The legislative framework for environmental liability has not been fully established or implemented. The extent of the responsibility, if any, for the costs of abating environmental hazards may be difficult to quantify when the Bain Capital Credit Clients are considering an investment. The Bain Capital Credit Clients may experience material losses due to these risks.

Climate Change

Bain Capital Credit Clients may invest in or extend credit to companies that are located in, or have operations in, areas which are subject to or potentially susceptible to the effects of climate change. Any investments located in coastal regions may be affected by any future increases in sea levels or in the frequency or severity of hurricanes, cyclones, typhoons, and tropical storms, as well as monsoons, whether such increases are caused by global climate changes or other factors. There may be significant physical effects of climate change that have the potential to have a material effect on the Bain Capital Credit Clients' business and operations. Physical impacts of climate change may include: increased storm intensity and severity of weather (e.g., floods, cyclones or hurricanes); sea level rise; fires; and extreme and changing temperatures. As a result of these physical impacts from climate-related events, the Bain Capital Credit Clients may be vulnerable to the following: risks of property damage to the Bain Capital Credit Clients' investments; indirect financial and operational impacts from disruptions to the operations of the Fund's investments from severe weather; increased insurance premiums and deductibles or a decrease in the availability of coverage, for investments in areas subject to severe weather; decreased net migration to areas in which investments are located, resulting in lower than expected demand for the investments and the products and services of the investments; increased

insurance claims and liabilities; increase in energy cost impacting operational returns; changes in the availability or quality of water, food or other natural resources on which the Bain Capital Credit Clients' business depends; decreased consumer demand for consumer products or services resulting from physical changes associated with climate change (e.g., warmer temperature or decreasing shoreline could reduce demand for residential and commercial properties previously viewed as desirable); incorrect long-term valuation of an equity investment due to changing conditions not previously anticipated at the time of the investment; and economic distributions arising from the foregoing.

Environmental, Social and Governance Matters – Sustainability Risks

While ESG Issues (including sustainability risks) are relevant to the Bain Capital Credit Clients and are only some of the many factors Bain Capital Credit will consider (and, where relevant, identify) in making an investment, there is no guarantee that Bain Capital Credit will successfully implement and make investments in companies that create positive ESG impact while enhancing long-term investment value and achieving financial returns or identify all relevant sustainability risks associated with a proposed investment. To the extent that Bain Capital Credit engages with portfolio companies on ESG-related practices and potential enhancements thereto (and it may not be possible to do so or ESG-related data may not be forthcoming or available), such engagements may not achieve the desired financial and social results, or the market or society may not view any such changes as desirable. Successful engagement efforts on the part of Bain Capital Credit will depend on Bain Capital Credit's skill in properly identifying and analyzing material ESG and other factors and their impact-related value, and there can be no assurance that the strategy or techniques employed will be successful. Considering ESG qualities when evaluating an investment may result in the selection or exclusion of certain investments based on Bain Capital Credit's view of certain ESG-related and other factors and carries the risk that the Bain Capital Credit Clients may underperform compared to other funds that do not take, or who do take additional, ESG-related factors into account because, e.g., the market may ultimately have a different view of a particular company's performance than that anticipated by the Bain Capital Credit. The impact following the occurrence of an ESG event or sustainability risk may vary depending on the nature of the event or risk, asset class, the region and regulatory regime(s) concerned. Where such event or risk occurs, there could be a negative impact on the value of an underlying asset or other adverse impacts for the underlying asset, Bain Capital Credit, or the Bain Capital Credit Clients, with such consequences potentially arising directly or indirectly (e.g., as a result of adverse reputational impact). Consideration of ESG factors may affect the Bain Capital Credit Clients' exposure to certain companies, sectors, regions, countries, or types of investments, which could negatively impact the Bain Capital Credit Clients' performance depending on whether such investments are in or out of favor. Applying ESG-related risks and goals to investment decisions is often qualitative and subjective by nature, and there is no guarantee that the criteria utilized by Bain Capital Credit, or any judgment exercised Bain Capital Credit will reflect the beliefs or values of any particular investor. In evaluating a company, Bain Capital Credit is dependent upon information and data obtained through voluntary or third-party reporting that may be incomplete, inaccurate, or unavailable, which could cause Bain Capital Credit to incorrectly assess a company's ESG practices and/or related risks and opportunities. ESG-related practices differ by region, industry and issue and are evolving accordingly, and a company's ESG-related practices or Bain Capital Credit's assessment of such practices may change over time.

Sustainability and ESG requirements imposed by jurisdictions in which Bain Capital Credit does business and/or in which the Bain Capital Credit Clients are marketed may result in additional compliance costs, disclosure obligations or other implications or restrictions on the Bain Capital Credit Clients or for Bain Capital Credit. Under such requirements, Bain Capital Credit may be required to classify itself or the Bain Capital Credit Clients against certain criteria, some of which can be open to subjective interpretation. Bain Capital Credit's view on the appropriate classification may develop over time, including in response to statutory or regulatory guidance or changes in industry approach to classification. A change to the relevant classification may require further actions to be taken, for example it may require further disclosures by Bain Capital Credit or the Bain Capital Credit Clients or it may require new processes to be set up to capture data about the Bain Capital Credit Clients or their investments, which may lead to additional cost to be borne by the Bain Capital Credit Clients.

Local Intermediary Risks

Certain of Bain Capital Credit Clients' transactions may be undertaken through local brokers, banks, or other organizations outside the U.S., in which case Bain Capital Credit Clients will be subject to the risk of default, insolvency or fraud of such organizations. There can be no assurance that any money advanced to such organizations will be repaid or that Bain Capital Credit Clients would have any recourse in the event of default. The collection, transfer and deposit of bearer securities and cash expose Bain Capital Credit Clients to a variety of risks including theft, loss, and destruction. Bain Capital Credit Clients may also rely upon the general soundness of the banking systems outside the U.S. which, in some cases, remain relatively underdeveloped or unstable compared to developed markets such as the U.S.

Limitations on Liquidity in Markets; Limitations on Liquidity

Despite the heavy volume of trading in securities and futures, the markets for some securities may be thinly traded from time to time. This lack of liquidity and market depth could disadvantage the Funds, both in the realization of the prices which are quoted and in the execution of orders at desired prices or in desired quantities. Also, securities exchanges and the SEC have authority to suspend trading in a particular security without notice.

The sale of investments may be subject to restrictions imposed by the applicable securities laws of the countries in which the Bain Capital Credit Clients invest or in which they wish to publicly list securities. In addition, practical limitations may inhibit the Bain Capital Credit Clients' ability to liquidate certain of its investments in portfolio companies when the issuer is privately held and the Bain Capital Credit Clients own a relatively large percentage of the issuer's equity securities. Sales may also be limited by market conditions, which may be unfavorable for sales of securities of particular issuers or issuers in particular industries. The limitations on liquidity of the Bain Capital Credit Clients' investments could prevent a successful sale thereof, result in delay of any sale, or reduce the amount of proceeds that might otherwise be realized.

Political and Social Risks of Investments in Certain Countries

Certain countries in which Bain Capital Credit Clients may invest have in the past experienced, and may in the future experience, political and social instability that could adversely affect Bain

Capital Credit Clients' investments. Bain Capital Credit Clients will be exposed to consequences of potential political, economic, social, and diplomatic changes in various countries and regions. Certain countries may face social and political instability resulting from among other things, (i) authoritarian governments or military involvement in political and economic decision making and changes in government through extra-constitutional means; (ii) popular unrest and internal insurgencies associated with demands for improved political, economic, and social conditions; (iii) hostile relations with neighboring countries; and (iv) ethnic, racial and religious conflict.

Governments of certain countries have exercised and continue to exercise substantial influence over many aspects of the private sector, and certain industries may be subject to significant government regulation. Exchange control regulations, expropriation, confiscatory taxation, nationalization, restrictions on foreign capital inflows, repatriation of investment income or capital, renunciation of foreign debt, political, economic, or social instability, or other economic or political developments could adversely affect the assets of Bain Capital Credit Clients held in a particular country. Additionally, the availability of attractive investment opportunities for Bain Capital Credit Clients may depend in part on governments that are continuing to liberalize their policies regarding foreign investment and, in some cases, to further encourage private sector initiatives.

Impact of Natural or Man-Made Disasters; Disease Epidemics and Pandemics

Certain regions are at risk of being affected by natural disasters or catastrophic natural events, including, for example, earthquakes and tsunamis. Considering that the development of infrastructure, disaster management planning agencies, disaster response and relief sources, organized public funding for natural emergencies, and natural disaster early warning technology may be immature and unbalanced in certain countries, the natural disaster toll on an individual portfolio company or the broader local economic market may be significant. Prolonged periods may pass before essential communications, electricity and other power sources are restored and operations of the portfolio company can be resumed. Bain Capital Credit, Bain Capital Credit Clients and their investments could also be at risk in the event of such a disaster. The magnitude of future economic repercussions of natural and man-made disasters may also be unknown, may delay Bain Capital Credit Clients' ability to invest in certain companies, and may ultimately prevent any such investment entirely.

Investments of Bain Capital Credit Clients may also be negatively affected by man-made disasters. For example, certain countries' consumer food industry have been subject to the threat of inappropriate food tampering. Publicity of such types of man-made disasters may have a significant negative impact on overall consumer confidence, which in turn may materially and adversely affect the performance of portfolio companies, whether or not the portfolio companies are involved in such man-made disaster.

The effects of COVID-19 have led to significant volatility and it is uncertain how long this volatility will continue. As COVID-19 continues to spread, particularly as new variants continue to emerge, the potential effects, including a global, regional, or other economic recession, are increasingly uncertain and difficult to assess. The continued spread of the virus globally could

lead to a protracted world-wide economic downturn, the effects of which could last for some period after the pandemic is controlled and/or abated.

If the spread and related mitigation efforts continue, the financial condition, results of operations and cash flows of the Fund could be materially adversely affected. The impact of COVID-19 could have the effect of heightening many of the other risk factors described herein.

In addition, any outbreak of disease epidemics or pandemics such as the coronavirus (COVID-19), the severe acute respiratory syndrome, avian influenza, H1N1/09 or other infectious diseases, such as monkeypox, together with resulting voluntary and governmental actions, including, without limitation, mandatory business closures, public gathering limitations, restrictions on travel and quarantines, has, and is expected to continue to, meaningfully disrupt the global economy and markets. Although the long-term economic fallout of such an outbreak is difficult to predict, COVID-19 has caused, and is expected to continue to cause, ongoing material adverse effects across many, if not all, aspects of the global economy. In particular, the outbreak of COVID-19 has (x) adversely affected, and is expected to continue to adversely affect, Bain Capital Credit Clients' investments and the industries in which they operate, and (y) resulted in the closure of Bain Capital's and certain portfolio company's physical offices or other businesses, including office buildings, retail stores and other commercial venues. Any outbreak of disease epidemics or pandemics could also result in (or, in the case of the COVID-19 pandemic, have already resulted in) any or all of the following (a) the lack of availability or price volatility of raw materials or component parts necessary to a portfolio company's business, (b) disruption of regional or global trade markets and/or the availability of capital or leverage, (c) trade or travel restrictions which impact a portfolio company's business and/or (d) a general economic decline and have an adverse impact on Bain Capital Credit Clients' value, Bain Capital Credit Clients' investments, or the Bain Capital Credit Clients' abilities to source new investments.

The spread of an epidemic or pandemic among Bain Capital Credit's personnel and its service providers would also significantly affect Bain Capital Credit's ability to properly oversee the affairs of Bain Capital Credit Clients (particularly to the extent such impacted personnel include key investment professionals or other members of senior management), which could result in a temporary or permanent suspension of a Bain Capital Credit Client's investment activities or operations. The full effects, duration and costs of these epidemics or pandemics are impossible to predict and the circumstances surrounding any outbreak evolve continuously.

Economic and Market Risk

General economic conditions may affect Bain Capital Credit Clients' activities. Companies in which Bain Capital Credit Clients invest may be sensitive to general downward swings in the overall economy. Changes in economic conditions, including, for example, inflation, unemployment, competition, technological developments, political events and innumerable other factors, none of which will be within the control of Bain Capital Credit, can substantially and adversely affect the business and prospects of Bain Capital Credit Clients. Fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for Bain Capital Credit Clients and may affect Bain Capital

Credit Clients' ability to make investments and the value of the investments held by Bain Capital Credit Clients. Instability in the securities markets and economic conditions generally may also increase the risks inherent in Bain Capital Credit Clients' investments. The public securities markets could see increased volatility and the ability to obtain financing for ongoing operations or expansions may be severely hampered by, among other reasons, the tightening of the credit markets, and the ongoing financial turmoil and uncertainty. The repercussions of this market turmoil are unclear.

Investors' reactions to events in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which Bain Capital Credit Clients may invest. A significant adverse change in the economy of one country, or a loss of investor confidence in the financial systems of emerging markets and other markets generally, could cause increased volatility in the economy and market of another country and, as a result, have an adverse effect on the investments of Bain Capital Credit Clients. There can be no assurance that financial events of such type will not happen again or will not have an adverse effect on Bain Capital Credit Clients' investments. Similarly, investor or end-user reactions to a product or service that is similar to one marketed or developed by an investment could have an adverse effect on such investment's ability to market or sell such related product or service. Events of this nature may adversely affect the economies of emerging and other markets in both the near and long term.

Bain Capital Credit Clients may be adversely affected to the extent that it seeks to dispose of any of its investments in an illiquid or volatile market and Bain Capital Credit Clients may find themselves unable to dispose of investments at prices that Bain Capital Credit believes reflect the fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted.

The ability to realize investments depends not only on portfolio companies and their historical results and prospects, but also on political, market and economic conditions at the time of such realizations. Volatility in the financial sector may have a material adverse effect on the ability of Bain Capital Credit Clients to buy, sell and partially dispose of its investments. Bain Capital Credit Clients may be adversely affected to the extent that they seek to dispose of any of their investments in an illiquid or volatile market and Bain Capital Credit Clients may find themselves unable to dispose of investments at prices that Bain Capital Credit believes reflect the fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted.

Potential Early Redemption of Some Investments

Some of the terms of debt instruments acquired or originated by a Bain Capital Credit Client will be subject to early prepayment options or similar provisions which, in each case, could result in a Bain Capital Credit Client realizing such instruments earlier than expected, sometimes with no or a nominal prepayment premium. This typically happens when there is a decline in interest rates, when the portfolio company's improved credit or operating or financial performance allows the refinancing of certain classes of debt with lower cost debt, or when the general credit market conditions improve. In the event a Bain Capital Credit Client receives proceeds from an

investment earlier than it had anticipated, a Bain Capital Credit Client is often permitted to reinvest such proceeds, but there is no assurance that a Bain Capital Credit Client will be able to reinvest such proceeds even where they are received during the investment period. On occasion, a Bain Capital Credit Client's inability to reinvest such proceeds will materially affect the performance of a Bain Capital Credit Client.

Limited Amortization Requirements

From time to time, Bain Capital Credit Clients will invest in debt that will typically have limited mandatory amortization and interim repayment requirements. A low level of amortization of any debt, over the life of the investment, will increase the risk that a portfolio company will not be able to repay or refinance the debt held by a Bain Capital Credit Client when it comes due at its final stated maturity.

High Yield Debt

From time to time, Bain Capital Credit Clients will invest in high yield debt, a substantial portion of which may be rated below investment-grade by one or more nationally recognized statistical rating organizations or may be unrated but, in Bain Capital Credit's opinion, of comparable credit quality to obligations rated below investment-grade, and may have greater credit and liquidity risk than more highly rated debt obligations. High yield debt is generally unsecured and is often subordinate to other obligations of the obligor. The lower rating of high yield debt reflects a greater possibility that adverse changes in the financial condition of the obligor or in general economic conditions (including, for example, a substantial period of rising interest rates or declining earnings) or both will impair the ability of the obligor to make payment of principal and interest. Many issuers of high yield debt are highly leveraged, and their relatively high debt-to-equity ratios create increased risks that their operations might not generate sufficient cash flow to service their debt obligations. In addition, issuers of high yield debt are often in poor financial condition, experiencing poor operating results, having substantial capital needs or negative net worth or facing special competitive or product obsolescence problems, and could include companies involved in bankruptcy or other reorganizations or liquidation proceedings. Certain of these securities will not be publicly traded, and in this circumstance, it will be difficult to obtain information as to the true condition of the issuers. Overall declines in the below investment-grade bond and other markets typically adversely affect such issuers by inhibiting their ability to refinance their debt at maturity. High yield debt is often less liquid than higher rated securities, and the market for high yield debt has recently experienced periods of volatility and may experience such volatility again in the future. The market values of certain of this high yield debt will reflect individual corporate developments.

High yield debt is often issued in connection with leveraged acquisitions or recapitalizations in which the issuers incur a substantially higher amount of indebtedness than the level at which they had previously operated. High yield debt has historically experienced greater default rates than has been the case for investment-grade securities. Bain Capital Credit Clients also invest in equity securities issued by entities with unrated or below investment-grade debt.

High yield debt is also issued in the form of zero-coupon or deferred-interest bonds, which are bonds which are issued at a significant discount from face value. The original discount approximates the total amount of interest the bonds will accrue and compound over the period until maturity or the first interest accrual date at a rate of interest reflecting the market rate of the security at the time of issuance. While zero-coupon bonds do not require the periodic payment of interest, deferred interest bonds generally provide for a period of delay before the regular payment of interest begins. These investments typically experience greater volatility in market value due to changes in the interest rates than bonds that provide for regular payments of interest.

Financially Troubled Companies

From time to time, Bain Capital Credit Clients may invest in the obligations of companies that are financially troubled and that are either engaged in a reorganization or expect to file for bankruptcy. Investments in financially troubled companies involve significantly greater risk than investments in non-troubled companies, and the repayment of obligations of financially troubled companies is subject to significant uncertainties. Such companies generally are more vulnerable to real or perceived economic changes, political changes, or adverse industry developments, and if their financial condition deteriorates, accurate financial and business information will generally be limited or unavailable. In addition, securities of such companies are typically thinly traded and there will likely be no established secondary or public market. The level of analytical sophistication, both financial and legal, necessary for successful financing to companies experiencing significant business and financial difficulties is unusually high. There is no assurance that Bain Capital Credit will correctly evaluate the value of the assets collateralizing a Bain Capital Credit Client's loans or the prospects for a successful reorganization or similar action. Additionally, certain Bain Capital Credit Clients invest in the securities of financially troubled companies that are non-U.S. issuers. Such non-U.S. issuers will likely be subject to bankruptcy and reorganization processes and proceedings that are not comparable to those in the United States and that sometimes will be less favorable to the rights of lenders.

On occasion, a Bain Capital Credit Client invests in the securities and obligations of distressed and bankrupt issuers, including debt obligations that are in covenant or payment default. The Bain Capital Credit Clients may also make investments that become distressed due to factors outside the control of Bain Capital Credit. There is no assurance that there will be sufficient collateral to cover the value of the loans and/or other investments purchased by a Bain Capital Credit Client or that there will be a successful reorganization or similar action of the company or investment which becomes distressed. In any reorganization or liquidation proceeding relating to a company in which a Bain Capital Credit Client invests, a Bain Capital Credit Client is in a position to lose its entire investment, to be required to accept cash or securities with a value less than a Bain Capital Credit Client's original investment and/or to be required to accept payment over an extended period of time. Under these circumstances, the returns generated from a Bain Capital Credit Client's investment will likely not compensate the investors in Bain Capital Credit Clients adequately for the risks assumed. For example, under certain circumstances, a lender who has inappropriately exercised control of the management and policies of a debtor will generally either have its claims subordinated, or disallowed, or be found liable for damage suffered by parties as a result of such actions. In addition, under circumstances involving a portfolio company's insolvency, payments to a Bain Capital Credit Client and distributions by a

Bain Capital Credit Client to its investors is likely to be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

Troubled company investments require active monitoring and, at times, require significant participation in business strategy or reorganization proceedings by Bain Capital Credit. In addition, involvement by Bain Capital Credit in a company's reorganization proceedings could result in the imposition of restrictions limiting a Bain Capital Credit Client's ability to liquidate its position in the company.

Bank Loans

The investments of a Bain Capital Credit Client at times include interests in loans originated by banks and other financial institutions. The loans invested in by a Bain Capital Credit Client may include term loans and revolving loans, may pay interest at a fixed or floating rate and may be senior or subordinated. Purchasers of bank loans are predominantly commercial banks, investment funds and investment banks. As secondary market trading volumes for bank loans increase, new bank loans are frequently adopting standardized documentation to facilitate loan trading which should improve market liquidity. There can be no assurance, however, that future levels of supply and demand in bank loan trading will provide an adequate degree of liquidity or that the market will not experience periods of significant illiquidity in the future. In addition, Bain Capital Credit Clients at times make investments in stressed or distressed bank loans which are often less liquid than performing bank loans. Bain Capital Credit Clients acquire interests in bank loans either directly (by way of sale or assignment) or indirectly (by way of participation). The purchaser of an assignment typically succeeds to all the rights and obligations of the assigning institution and becomes a lender under the credit agreement with respect to the debt obligation; however, its rights can be more restricted than those of the assigning institution. Participation interests in a portion of a debt obligation typically result in a contractual relationship only with the institution participating out the interest, not with the borrower. In purchasing participations, a Bain Capital Credit Client generally will have no right to enforce compliance by the borrower with the terms of the loan agreement, nor any rights of set-off against the borrower, and such Bain Capital Credit Client will not directly benefit from the collateral supporting the debt obligation in which it has purchased the participation. As a result, such Bain Capital Credit Client will assume the credit risk of both the borrower and the institution selling the participation.

Credit Default Swaps and Other Derivatives

Bain Capital Credit Clients have in the past and may in the future make investments in credit default swaps, total rate of return swaps, single stock swaps, basket swaps, index swaps, credit default swaps, contracts for differences, and other derivatives, including through their subsidiaries. These transactions generally provide for the transfer from one counterparty to another of certain credit risks inherent in the ownership of a financial asset such as a bank loan or a high yield debt security. Such risks include, among other things, the risk of default and insolvency of the obligor of such asset; the risk that the credit of the obligor or the underlying collateral will decline or that credit spreads for like assets will change (thus affecting the market value of the financial asset). The transfer of credit risk pursuant to a credit derivative will at times

be complete or partial, and at times will be for the life of the related asset or for a shorter period. Credit derivatives are sometimes used as a risk management tool for a pool of financial assets, providing a Bain Capital Credit Client with the opportunity to gain exposure to one or more reference loans or other financial assets (each, a “reference asset”) without actually owning such assets in order, for example, to reduce a concentration risk or to diversify a portfolio. Conversely, credit derivatives are sometimes used by a Bain Capital Credit Client to reduce exposure to an owned asset without selling it in order, for example, to maintain relationships with clients, to avoid difficult transfer restrictions, manage illiquid assets or hedge declining credit quality of the financial asset.

Credit default swaps, total rate of return swaps and other credit derivatives are subject to many of the same types of risks described below in “Item 8: Risks- Currency Risk; Interest Rate Risk; Hedging.” For example, in each credit derivative transaction that a Bain Capital Credit Client is party to, it assumes the credit risk of the counterparty. In the event that a Bain Capital Credit Client enters into a credit derivative with a counterparty who subsequently becomes insolvent or becomes the subject of a bankruptcy case, the credit derivative will generally be terminated in accordance with its terms and such Bain Capital Credit Client’s ability to realize its rights under the credit derivative and its ability to distribute the proceeds could be adversely affected.

There are certain legal, tax and market uncertainties that present risks in entering into such credit default swaps, total rate of return swaps and other credit derivatives. There is currently little or no case law or litigation characterizing credit default swaps, total rate of return swaps or other credit derivatives, interpreting their provisions, or characterizing their tax treatment. In addition, additional regulations and laws typically apply to credit default swaps, total rate of return swaps or other credit derivatives that have not heretofore been applied. There can be no assurance that future decisions construing similar provisions to those in any swap agreement or other related documents or additional regulations and laws governing credit default swaps, total rate of return swaps or other credit derivatives will not have a material adverse effect on Bain Capital Credit Clients.

The use of leverage will significantly increase the sensitivity of the market value of the credit default swaps, total rate of return swaps or other credit derivatives to changes in the market value of the reference assets. The reference assets are subject to the risks related to the credit of the underlying obligors. These risks include the possibility of a default or bankruptcy of the obligors or a claim that the pledging of collateral to secure a loan constituted a fraudulent conveyance or preferential transfer that can be subordinated to the rights of other creditors of the obligors or nullified under applicable law. See below in “Item 8: Risks- Lender Liability Considerations and Equitable Subordination” and “Item 8: Risks- Fraudulent Conveyance Considerations” for a description of these risks.

In addition, global regulatory agencies have adopted extensive regulation of the derivatives market. Such provisions could restrict the ability of Bain Capital Credit Clients to engage in derivatives transactions and/or increase the costs of such derivatives transactions, and there is a chance that Bain Capital Credit Clients will be unable to execute the investment strategy as a result. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by governmental, regulatory and judicial action.

Covenant-Lite Loans

Bain Capital Credit Clients may invest in “covenant-lite” loans, which contain limited, if any, financial covenants. Generally, such loans either do not require the obligor to maintain debt service or other financial ratios or do not contain common restrictions on the ability of the obligor to change significantly its operations or to enter into other significant transactions that could affect its ability to repay such loans. As a result, the Bain Capital Credit Clients’ exposure to different risks may be increased, including with respect to liquidity, price volatility and ability to restructure loans, than is the case with loans that have such requirements and restrictions.

Priority of Repayment for Certain Investments

Where the Bain Capital Credit Clients hold a first lien to secure senior indebtedness, the issuer may be permitted to issue other senior loans with liens that rank junior to the first liens granted to the Bain Capital Credit Clients. The intercreditor rights of the holders of such other junior lien debt may, in any liquidation, reorganization, insolvency, dissolution or bankruptcy of such issuer, affect the recovery that the Bain Capital Credit Clients would have been able to achieve in the absence of such other debt.

The characterization of a Bain Capital Credit Client’s investments as senior debt or senior secured debt does not mean that such debt will necessarily be repaid in priority to all other obligations of the businesses in which a Bain Capital Credit Client invests. Even where the senior loan held by the Bain Capital Credit Clients is secured by a perfected lien over a substantial portion of the assets of a portfolio company and its subsidiaries, the portfolio company and its subsidiaries will often be able to incur a substantial amount of additional indebtedness, which may have an exclusive lien over particular assets. For example, debt and other liabilities incurred by non-guarantor subsidiaries of the borrowers of senior secured loans made by a Bain Capital Credit Client are often structurally senior to the debt held by a Bain Capital Credit Client. In the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a portfolio company, the debt and other liabilities of such subsidiaries will generally be repaid in full before any distribution can be made to an obligor of the senior secured loans held by a Bain Capital Credit Client. Furthermore, these other assets over which other lenders have a lien may be substantially more liquid or valuable than the assets over which the Bain Capital Credit Clients have a lien. Finally, portfolio companies will typically incur trade credit and other liabilities or indebtedness, which by their terms could provide that their holders are entitled to receive principal payments on or before the dates payments are due in respect of the senior secured loans held by a Bain Capital Credit Client.

Risks of Secured Loans

Bain Capital Credit Clients have in the past and may in the future invest in secured loans that are over-collateralized at the time of the investment, but such secured loans nonetheless may be exposed to losses resulting from default and foreclosure. Therefore, the value of the underlying collateral, the creditworthiness of the borrower and the priority of the lien are each of great importance. A Bain Capital Credit Client cannot guarantee the adequacy of the protection of a Bain Capital Credit Client’s interests, including the validity or enforceability of the loan and the maintenance of the anticipated priority and perfection of the applicable security interests.

Furthermore, a Bain Capital Credit Client cannot assure that claims will not be asserted that might interfere with enforcement of a Bain Capital Credit Client's rights. In addition, in the event of any default under a secured loan held directly by a Bain Capital Credit Client, a Bain Capital Credit Client will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral and the principal and accrued interest of the secured loan, which could have a material adverse effect on a Bain Capital Credit Client's cash flow from operations.

In the event of a foreclosure, there is a possibility that a Bain Capital Credit Client will assume direct ownership of the underlying asset. The liquidation proceeds upon sale of such asset may not satisfy the entire outstanding balance of principal and interest on the loan, resulting in a loss to a Bain Capital Credit Client. Any costs or delays involved in the effectuation of a foreclosure of the loan or a liquidation of the underlying property will further reduce the proceeds and thus increase the loss.

Limited Amortization Requirements

The Bain Capital Credit Clients expect to invest in debt that has limited mandatory amortization and interim repayment requirements. A low level of amortization of any debt, over the life of the investment, will increase the risk that a borrower will not be able to repay or refinance the debt held by the Bain Capital Credit Clients when it comes due at its final stated maturity.

Exposure to Originated Investments

From time to time, a Bain Capital Credit Client will originate certain of its investments with the expectation of later syndicating a portion of such investment to other affiliated funds or third parties. Prior to such syndication, or if such syndication is not successful, such Bain Capital Credit Client's exposure to the originated investment will likely exceed the exposure that Bain Capital Credit intends for such Bain Capital Credit Client to have over the long-term or would have had had it purchased such investment in the secondary market rather than originating it.

Options

Bain Capital Credit has in the past and may in the future cause a Bain Capital Credit Client to buy or sell (write) both call options and put options (either exchange-traded, over-the-counter or issued in private transactions), and when it writes options it does so on either a "covered" or an "uncovered" basis. Such options transactions are sometimes part of a hedging tactic (i.e., offsetting the risk involved in another securities position) or other times is a form of leverage, in which the applicable Bain Capital Credit Client has the right to benefit from price movements in a large number of securities with a small commitment of capital. These activities involve risks that can be large, depending on the circumstances. In general, the principal risks involved in options trading can be described as follows, without taking into account other positions or transactions the applicable Bain Capital Credit Client enters into.

When a Bain Capital Credit Client buys an option, a decrease (or inadequate increase) in the price of the underlying security in the case of a call, or an increase (or inadequate decrease) in the security in the case of a put, would result in a total loss of such Bain Capital Credit Client's

investment in the option (including commissions). A Bain Capital Credit Client could mitigate those losses by selling short the securities as to which it holds call options or taking a long position (i.e., by buying the securities or buying options on them) on securities underlying put options. When a Bain Capital Credit Client sells (writes) an option, the risk can be substantially greater than when it buys an option. The seller of an uncovered call option bears the risk of an increase in the market price of the underlying security above the exercise price. Theoretically, the risk is unlimited unless the option is “covered.” If it is covered, an increase in the market price of the security above the exercise price would cause the applicable Bain Capital Credit Client to lose the opportunity for gain on the underlying security, assuming it bought the security for less than the exercise price. If the price of the underlying security were to drop below the exercise price, the premium received on the option (after transaction costs) would provide profit that would reduce or offset any loss the applicable Bain Capital Credit Client might suffer as a result of owning the security. The seller of an uncovered put option theoretically could lose an amount equal to the entire aggregate exercise price of the option, if the underlying security were to become valueless. If the option were covered with a short position in the underlying security, this risk would be limited, but a drop in the security’s price below the exercise price would cause the applicable Bain Capital Credit Client to lose some or all of the opportunity for profit on the “covering” short position, assuming such Bain Capital Credit Client sold short for more than the exercise price. If the price of the underlying security were to increase above the exercise price, the premium on the option (after transaction costs) would provide profit that would reduce or offset any loss the applicable Bain Capital Credit Client might suffer in closing out its short position.

Risks Relating to CLOs/CLO Notes

Transferability. CLO notes generally will have limited liquidity and are subject to substantial transfer restrictions. CLO notes are often illiquid investments and there is no established secondary market for the notes. There can be no assurance that any secondary market for any of the notes will develop, or if a secondary market does develop, that it will provide the holders of the notes with liquidity of investment or will continue for the life of the notes. Securities issued in securitizations transactions may experience high volatility and significant fluctuations in market value. Additionally, some potential buyers of such securities may view securitization products as an inappropriate investment, or may be unable to invest in them due to regulatory reasons, thereby reducing the number of potential buyers and/or potentially affecting liquidity in the secondary market.

More Stringent Investment Restrictions. CLOs’ indentures may restrict the type of investments that a manager may make more so than other investment vehicles. For example, indentures often limit investments in certain loan originations, the use of certain synthetic derivatives, and certain other types of investments. These limitations could adversely affect Bain Capital Credit’s ability to manage its CLOs.

Priority of Payment/Waterfall. As CLO note holders are paid according to priority, certain investors may see their interest and/or return deferred, reduced, or eliminated.

Mandatory Redemption. If coverage tests are not met for certain note holders, interest payments may be used to redeem more senior notes. This could result in an elimination, deferral or reduction in the interest to certain other note holders. In addition, a mandatory redemption could result in Bain Capital Credit liquidating positions more rapidly than would otherwise be desirable, which could adversely affect the realized value of the collateral obligation sold. Similarly, a default or ratings confirmation failure also could lead to a redemption. In the event of an early redemption, the holders of certain notes may be repaid before other note holders.

Differential Rights. CLOs typically grant certain investors – often the subordinated note holders – certain rights to re-price, reset, or redeem CLO notes if certain conditions are met. These rights may be exercised to the detriment of other note holders. In particular, certain note holders may have their interest proceeds or expected return deferred, reduced, and/or eliminated. See also Item 10.

Forward Trading

Forward contracts and options thereon, unlike futures contracts, generally are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward trading (to the extent forward contracts are not traded on exchanges) and “cash” trading are substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. Bain Capital Credit will not cause Bain Capital Credit Clients to trade standardized forward contracts that are traded on regulated commodities exchanges. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually widespread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in any market due to unusually high trading volume, political intervention or other factors. The imposition of controls by government authorities might also limit such forward (and futures) trading to less than that which Bain Capital Credit would otherwise recommend, to the possible detriment of Bain Capital Credit Clients. Market illiquidity or disruption could result in major losses to Bain Capital Credit Clients.

Highly Volatile Instruments

The prices of the financial instruments in which Bain Capital Credit Clients can invest can be highly volatile. Price movements of instruments in which the assets of Bain Capital Credit Clients are invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention is intended to influence prices directly and, together with other factors, often cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The

investments of Bain Capital Credit Clients also are subject to the risk of failure of any exchange on which its positions trade or of their clearinghouses.

Equity Securities

Bain Capital Credit Clients expect to invest in equity securities. As with other investments that Bain Capital Credit Clients make, the value of equity securities held by a Bain Capital Credit Client will generally be adversely affected by actual or perceived negative events relating to the issuer of such securities, the industry, or geographic areas in which such issuer operates or the financial markets generally. However, equity securities are typically even more susceptible to such events given their subordinate position in the issuer's capital structure. As such, equity securities generally have greater price volatility than fixed income securities, and the market price of equity securities owned by a Bain Capital Credit Client is more susceptible to moving up or down in a rapid or unpredictable manner.

Convertible Securities

Convertible securities are bonds, debentures, notes, preferred stocks, or other securities that convert into or exchange for a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula. A convertible security entitles the holder to receive interest that is generally paid or accrued on debt or a dividend that is paid or accrued on preferred stock until the convertible security matures or is redeemed, converted, or exchanged. Convertible securities have unique investment characteristics in that they generally (i) have higher yields than common stocks, but lower yields than comparable non-convertible securities, (ii) are less subject to fluctuation in value than the underlying common stock due to their fixed-income characteristics and (iii) provide the potential for capital appreciation if the market price of the underlying common stock increases.

The value of a convertible security is a function of its "investment value" (determined by its yield in comparison with the yields of other securities of comparable maturity and quality that do not have a conversion privilege) and its "conversion value" (the security's worth, at market value, if converted into the underlying common stock). The investment value of a convertible security is influenced by changes in interest rates, with investment value declining as interest rates increase and increasing as interest rates decline. The credit standing of the issuer and other factors typically also have an effect on the convertible security's investment value. The conversion value of a convertible security is determined by the market price of the underlying common stock. If the conversion value is low relative to the investment value, the price of the convertible security is governed principally by its investment value. To the extent the market price of the underlying common stock approaches or exceeds the conversion price, the price of the convertible security will be increasingly influenced by its conversion value. A convertible security generally will sell at a premium over its conversion value by the extent to which investors place value on the right to acquire the underlying common stock while holding a fixed-income security. Generally, the amount of the premium decreases as the convertible security approaches maturity.

A convertible security is generally subject to redemption at the option of the issuer at a price established in the convertible security's governing instrument. If a convertible security held by

a Bain Capital Credit Client is called for redemption, such Bain Capital Credit Client will be required to permit the issuer to redeem the security, convert it into the underlying common stock or sell it to a third party. Any of these actions could have an adverse effect on the ability of such Bain Capital Credit Client to achieve its investment objective.

Investments in PIPES

Bain Capital Credit Clients may invest in privately sourced and structured convertible and equity-linked securities of public companies (“PIPES”). PIPES offer the opportunity for significant gains, but also involve a high degree of risk, including the complete loss of capital. Among these risks are the general risks associated with investing in companies operating at a loss or with substantial variations in operating results from period to period and investing in companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and service capabilities, and a greater number of qualified managerial and technical personnel. Securities of any such portfolio company will likely be thinly traded and undercapitalized and will therefore be more sensitive to adverse business or financial developments. In the event that any such portfolio company is unable to generate sufficient cash flow or raise additional equity capital to meet its projected cash needs, the value of Bain Capital Credit Clients’ investment in such portfolio investment could be significantly reduced or even lost entirely.

Risks Relating to SPAC Investments

Bain Capital Credit Clients may make investments in affiliated or unaffiliated special purpose acquisition companies (each, a “SPAC”) and their associated PIPES. Any SPAC in which the Bain Capital Credit Clients directly or indirectly invests will be a newly formed company with no operating results that may not commence formal operations until obtaining funding through an initial public offering. Investments in SPACs are highly speculative and risky, and these investments may lose most or all of their principal.

Privatizations

Bain Capital Clients may invest in state-owned enterprises that have been, or will be, transferred from government ownership to private ownership. There can be no assurance that any privatizations will be undertaken or, if undertaken, successfully completed. Changes in political or economic factors would result in changes in government policies towards privatization, and it is possible that governments may decide to return projects and companies to state ownership. In such scenarios, the level of compensation that would be provided to the private companies concerned cannot be accurately predicted, but could be substantially less than the amount invested in such companies. Recent privatizations and exits from these transactions have triggered relatively extreme political and regulatory reactions, which may curtail or otherwise adversely impact Bain Capital Credit Client’s investment in state-owned enterprises.

New Sector in Certain Jurisdictions

Investing in distressed/special situation investments and non-performing loans is in its nascent stages in certain countries, and in this respect these types of investments are riskier than other more established asset classes in those countries. Additionally, given the sector's relatively short history in certain countries, it may be difficult for an investor to assess the potential future performance, regulation, taxation, and risks associated with expanding investments in this sector in those countries. In particular, private fund investing in certain countries may not currently be as heavily regulated as it is in the United States. As a result, these countries may be more likely to introduce new regulations during the term of the Bain Capital Credit Clients. For example, with the development of this sector, new regulations may be promulgated by governments which can impact (i) the operations of any investment funds denominated in non-U.S. currencies and/or (ii) offshore U.S. dollar-denominated funds seeking to invest in non-U.S. countries. There can be no assurance that such new regulations, when implemented, will not have a negative impact on the Bain Capital Credit Clients and their investments in the applicable jurisdiction.

Portfolio Purchases

Certain Bain Capital Credit Clients expect to invest in entire portfolios of assets (including but not limited to nonperforming loans) sold by hedge funds, business development corporations, regional commercial banks, large multinational banks, specialty finance companies and other types of financial firms. The performance of individual assets in such a portfolio will vary, and the return on Bain Capital Credit Clients' investments in an entire portfolio may not exceed the returns Bain Capital Credit Clients would have received had they purchased some, but not all, of the assets contained in such portfolio. These assets may be difficult to value. The Bain Capital Credit Client is unlikely to be able to evaluate the credit or other risks associated with each of the underlying borrowers or negotiate the terms of underlying loans as part of its acquisition but instead must evaluate and negotiate with respect to the entire portfolio of loans. As a result, one or more of the underlying loans in a portfolio may not include some of the characteristics, covenants and/or protections generally sought when the Bain Capital Credit Client acquires or originates individual loans. Furthermore, while some amount of defaults are expected to occur in portfolios, defaults in or declines in the value of investments in excess of these expected amounts may have a negative impact on the value of the portfolio and may reduce the return that the Bain Capital Credit Client receives in certain circumstances.

Risks of Multi-Step Transactions

From time to time, Bain Capital Credit Clients may choose to affect a transaction by means of a multistep acquisition (such as a portfolio acquisition structured in two parts). There can be no assurance that the remainder can be successfully acquired. This could result in Bain Capital Credit Clients having only partial control over the investment or partial access to its cash flow to service debt incurred in connection with the acquisition.

Government Influence

The governments of certain countries in which Bain Capital Credit Clients invest or seek to invest may participate to a significant degree, through ownership interests or regulation, in local business, often exercising a controlling influence in certain key sectors of the economy, such as telecommunications, banking and financial institutions, air and rail transportation, electrical power, steel and shipbuilding, and mining and natural resources. In some cases, the government owns or controls many companies, including some of the largest in the country. Accordingly, government actions in the future could have significant effects on economic conditions in some of these countries, which could affect private sector companies and Bain Capital Credit Clients, as well as market conditions and the prices and yields of investments. As a result of the high degree of government influence, the risks from investing in such countries, including the risks of nationalization or expropriation of assets, may be heightened.

Investments in Undervalued Assets

Bain Capital Credit Clients often seek to invest in undervalued assets. The identification of investment opportunities in undervalued assets is a difficult task, and there is no assurance that such opportunities will be successfully recognized or acquired. While investments in undervalued assets offer the opportunity for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses.

On occasion, Bain Capital Credit Clients will be required to hold undervalued assets for a substantial period of time with the expectation that the assets will appreciate in value, even though there is no assurance that such value appreciation will take place. Accordingly, there is a possibility that a Bain Capital Credit Client will be forced to sell such undervalued assets at a substantial loss. During this period, a portion of such Bain Capital Credit Client's funds would be committed to undervalued assets, thus possibly preventing such Bain Capital Credit Client from investing in other opportunities. In addition, a Bain Capital Credit Client could finance such purchases with borrowed funds and thus will have to pay interest on such funds during this waiting period. Finally, margin calls and other events related to such Bain Capital Credit Client's indebtedness could force such Bain Capital Credit Client to have to sell assets at prices that are less than their fair value.

Investments in Mortgage-Related Assets

Bain Capital Credit Clients may make certain investments in mortgage-related assets, including through subsidiaries. Rising interest rates tend to extend the duration of mortgage-related securities, making them more sensitive to changes in interest rates. As a result, in a period of rising interest rates, such investments may exhibit additional volatility. In addition, mortgage-related securities are subject to prepayment risk. When interest rates decline, borrowers may pay off their mortgages sooner than expected. This can reduce the returns of a Bain Capital Credit Client because a Bain Capital Credit Client will have to reinvest that money at the lower prevailing interest rates.

Residential Mortgage-Backed Securities

Residential Mortgage-Backed Securities (“RMBS”) represent an interest in a pool of residential mortgage loans. Investing in RMBS involves the general risks typically associated with investing in traditional fixed-income securities (including interest rate and credit risk) and certain additional risks and special considerations (including the risk of principal prepayment and the risk of investing in real estate). Typically, when market interest rates decline, more mortgages are refinanced and the securities are paid off earlier than expected. Prepayments also occur on occasion on a scheduled basis or due to foreclosure. Typically, when market interest rates increase, the market values of mortgage-backed securities decline. At the same time, however, mortgage refinancings and prepayments generally slow, which lengthens the effective maturities of these securities. As a result, the negative effect of the rate increase on the market value of RMBS is usually more pronounced than it is for other types of fixed-income securities.

The risks of investing in RMBS reflect the risks of investing in real estate securing the underlying loans, including the effect of local and other economic conditions, the ability of tenants to make payments, and the ability to attract and retain tenants. Some RMBS are backed by non-conforming mortgage loans, which are mortgage loans that do not qualify for purchase by government-sponsored agencies, such as Fannie Mae and Freddie Mac because of credit characteristics. Accordingly, such mortgage loans are likely to experience higher rates of delinquency, foreclosure, and loss than mortgage loans originated in accordance with Fannie Mae or Freddie Mac underwriting guidelines.

Investments in Non-Performing Loans and Restructurings

Certain Bain Capital Credit Clients may make portfolio investments in restructurings, non-performing loans and sub-performing loans, which could involve entities that are experiencing or are expected to experience financial difficulties which may never be overcome. Such portfolio investments could, in certain circumstances, subject Bain Capital Credit Clients to certain additional potential liabilities, which may exceed the value of Bain Capital Credit Clients’ original investment. Bain Capital Credit Clients may also be subject to lengthy and expensive processes in relation to realizing value in such investments. As a result, Bain Capital Credit Clients’ investments may be subject to additional bankruptcy related risks and returns on such investments may not be realized for a considerable period of time. There can be no assurance as to the amount and timing of payments with respect to these loans. Further, while most of these loans will be secured, some loans will not be secured. While investments in such non-performing loans offer the opportunity for significant gains if all or a part of the principal on the loans is recovered, these investments involve a high degree of financial risk and can result in substantial or complete losses to Bain Capital Credit Clients.

Although Bain Capital Credit will attempt to manage these risks, there can be no assurance that the Bain Capital Credit Clients’ investments in non-performing loan portfolios will prove profitable or that Bain Capital Credit Clients will not incur significant losses. There are varying sources of statistical default and recovery rate data for loans and other debt securities and

numerous methods of measuring default and recovery rates. However, historical performance of financial assets is not necessarily indicative of their future performance.

Short Sales

Bain Capital Credit is authorized to invest in, or short, public securities for certain Bain Capital Credit Clients. Such investments involve a high degree of risk. In a short sale, the seller sells a security that it does not own, typically a security borrowed from a broker or dealer. Because the seller remains liable to return the underlying security that it borrowed from the broker or dealer, the seller must purchase the security prior to the date on which delivery to the broker or dealer is required. As a result, Bain Capital Credit will cause a Bain Capital Credit Client to engage in short sales only where it believes the value of the security will decline between the date of the sale and the date such Bain Capital Credit Client is required to return the borrowed security. The making of short sales exposes a Bain Capital Credit Client to the risk of liability for the market value of the security that is sold, an unlimited risk due to the lack of an upper limit on the price to which a security rises. In addition, there can be no assurance that securities necessary to cover a short position will be available for purchase. Bain Capital Credit Clients also take short positions in securities through various derivative products. These derivative products will typically expose such Bain Capital Credit Client to similar economic risks as if it had shorted the security directly.

Distressed Investments

Bain Capital Credit Clients are also generally authorized to invest in the securities and obligations of distressed and bankrupt issuers, including debt obligations that are in covenant or payment default. Such investments generally are considered speculative. The repayment of defaulted obligations is subject to significant uncertainties. Defaulted obligations might be repaid, if at all, only after lengthy workout or bankruptcy proceedings, during which the issuer might not make any interest or other payments and the amount of any recovery is typically affected by the relative seniority of a Bain Capital Credit Client's investment in the capital structure of the issuer. In addition, distressed investments are more likely to be challenged as fraudulent conveyances and amounts paid on those investments will be subject to avoidance as a preference under certain circumstances.

DIP Loans

The investments of certain Bain Capital Credit Clients and its subsidiaries may include interests in loans issued by companies that are in bankruptcy. These investments are highly risky, as there are a number of significant risks inherent in the bankruptcy process. First, many events in a bankruptcy are the product of contested matters and adversarial proceedings and are beyond the control of the creditors. While creditors are generally given an opportunity to object to significant actions, there can be no assurance that a bankruptcy court in the exercise of its broad powers would not approve actions that would be contrary to the interests of a Bain Capital Credit Client. Second, the effect of a bankruptcy filing on a company will generally adversely and permanently affect the company. There is a chance that the company will lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. If for this or any

other reason the proceeding is converted to liquidation, the liquidation value of the company will likely not equal the liquidation value that was believed to exist at the time of the investment. Third, the duration of a bankruptcy proceeding is difficult to predict. A creditor's return on investment can be adversely affected by delays while the plan of reorganization is being negotiated, approved by the creditors, and confirmed by the bankruptcy court and until it ultimately becomes effective. Fourth, the administrative costs in connection with a bankruptcy proceeding are frequently high. Although DIP loans, in some circumstances, possess priority over administrative expenses, this is not always the case, and when it is not the case, administrative expenses will typically be paid out of the debtor's estate prior to any return to creditors. For example, if a proceeding involves protracted or difficult litigation, or turns into a liquidation, substantial assets will likely be devoted to administrative costs. Fifth, bankruptcy law permits the classification of "substantially similar" claims in determining the classification of claims in a reorganization. Because the standard for classification is vague, there exists the risk that a Bain Capital Credit Client's influence with respect to the class of securities it owns can be lost by increases in the number and amount of claims in that class or by different classification and treatment. Sixth, in the early stages of the bankruptcy process it is often difficult to estimate the extent of, or even to identify, any contingent claims that might be made. Seventh, especially in the case of investments made prior to the commencement of bankruptcy proceedings, creditors can lose their ranking and priority if they exercise "domination and control" over a debtor and other creditors can demonstrate that they have been harmed by such actions. Eighth, certain claims that have priority by law (for example, claims for taxes) may be quite significant. Ninth, amounts previously paid to a Bain Capital Credit Client may be challenged as fraudulent conveyances or preferences as part of a bankruptcy proceeding.

Bain Capital Credit Clients may invest in the securities and obligations issued by companies that are financially distressed and are expected by Bain Capital Credit to commence bankruptcy proceedings or undertake out-of-court restructurings, including debt obligations that are in covenant or payment default. Such investments generally are considered speculative. The repayment of defaulted obligations is subject to significant uncertainties. While these loans are subject to the risks inherent in the bankruptcy process as DIP loans, they are typically riskier than DIP loans because they do not possess certain protections, such as priming liens, typically afforded to DIP loans. It is more likely that a creditor making an investment made prior to the commencement of bankruptcy proceedings will be deemed to have exercised "domination and control" over a debtor and consequently lose ranking and priority. In addition, investments in pre-filing companies are more likely to be challenged as fraudulent conveyances and amounts paid on the investment will likely be subject to avoidance as a preference under certain circumstances.

Structured Products

Bain Capital Credit has in the past and will in the future cause certain Bain Capital Credit Clients to invest in structured products, including assets typically referred to as CLO debt and CLO equity, including through its subsidiaries. These investments will typically consist of equity or subordinated debt securities issued by a private investment fund that invests, on a leveraged basis, in the bank loan, high yield debt or other asset groups. A Bain Capital Credit Client's investment in structured products will be subject to a number of risks, including risks related to the fact that

the structured products will be leveraged. Utilization of leverage is a speculative investment technique and will generally magnify the opportunities for gain and risk of loss borne by an investor in the equity or subordinated debt securities issued by a structured product. Many structured products contain covenants designed to protect the providers of debt financing to such structured products. A failure to satisfy those covenants could result in the untimely liquidation of the structured product and a complete loss of the Bain Capital Credit Client's investment therein. In addition, if the particular structured product is invested in a security in which the Bain Capital Credit Client is also invested, this would tend to increase the Bain Capital Credit Client's overall exposure to the credit of the issuer of such securities, at least on an absolute, if not on a relative basis. Bain Capital Credit Clients may invest in other funds or structured products sponsored by Bain Capital Credit or other affiliates. Typically, a Bain Capital Credit Client's interest in any such fund would be subject to the terms and conditions of such fund, including fees and carried interest, except to the extent the general partner of, or Bain Capital Credit or the affiliated adviser of, such fund has, in its sole discretion, waived all or a portion of such fees and carried interest with respect to such fund or structured product.

The value of an investment in a structured product will depend on the investment performance of the assets in which the structured product invests and will therefore be subject to all of the risks associated with an investment in those assets. These risks include the possibility of a default by, or bankruptcy of, the issuers of such assets or a claim that the pledging of collateral to secure any such asset constituted a fraudulent conveyance or preferential transfer that can be subordinated to the rights of other credits of the issuer of such asset or nullified under applicable law. The Bain Capital Credit Client will not own such assets directly and will therefore not benefit from general rights applicable to the holders of assets, such as the right to indemnity and the rights of setoff, or have voting rights with respect to such assets, and in such cases, all decisions related to such assets, including whether to exercise certain remedies, will be controlled by the structured product. Structured products are a relatively recent development in the financial markets. Consequently, there are certain tax and market uncertainties that present risks relating to investing in structured products.

Mezzanine Debt

The mezzanine investments in which certain Bain Capital Credit Clients intend to invest are typically contractually or structurally subordinate to senior indebtedness of the applicable company, or effectively subordinated as a result of being unsecured debt and therefore subject to the prior repayment of secured indebtedness to the extent of the value of the assets pledged as security. In some cases, the subordinated debt held by a Bain Capital Credit Client will be subject to the prior repayment of different classes of senior debt that is "layered" ahead of the debt held by a Bain Capital Credit Client. In the event of financial difficulty on the part of a portfolio company, such class or classes of senior indebtedness ranking prior to the debt held by a Bain Capital Credit Client, and interest thereon and related expenses, must first be repaid in full before any recovery will be had on a Bain Capital Credit Client's mezzanine or other subordinated investment. Subordinated investments are characterized by greater credit risks than those associated with the senior or senior secured obligations of the same issuer. In addition, under certain circumstances the holders of the senior indebtedness will have the right to block the payment of interest and principal on a Bain Capital Credit Client's mezzanine investment and to

prevent a Bain Capital Credit Client from pursuing its remedies on account of such non-payment against the company. Further, in the event of any debt restructuring or workout of the indebtedness of any company, the holders of the senior indebtedness will likely control the creditor side of such negotiations.

Many issuers of mezzanine debt are highly leveraged, and their relatively high debt-to-equity ratios create increased risks that their operations might not generate sufficient cash flow to service their debt obligations. In addition, many issuers of mezzanine debt are in poor financial condition, experiencing poor operating results, having substantial capital needs or negative net worth or facing special competitive or product obsolescence problems, and sometimes include companies involved in bankruptcy or other reorganizations or liquidation proceedings. Adverse changes in the financial condition of an issuer, general economic conditions, or both, typically impair the ability of such issuer to make payments on the subordinated securities and result in defaults on such securities more quickly than in the case of the senior obligations of such issuer. Some mezzanine debt securities are not publicly traded, and therefore it will be difficult to obtain information as to the true condition of the issuers. Finally, the market values of certain of this mezzanine debt reflect individual corporate developments.

Mezzanine debt investments will also be in the form of zero-coupon or deferred interest bonds, which are bonds which are issued at a significant discount from face value. The original discount approximates the total amount of interest the bonds will accrue and compound over the period until maturity or the first interest accrual date at a rate of interest reflecting the market rate of the security at the time of issuance. While zero-coupon bonds do not require the periodic payment of interest, deferred interest bonds generally provide for a period of delay before the regular payment of interest begins. These investments typically experience greater volatility in market value due to changes in the interest rates than bonds that provide for regular payments of interest.

Investments in Real Estate

Certain Bain Capital Credit Clients may make certain investments in real estate. Income from, and the value of, Bain Capital Credit Clients' real estate investments may be adversely affected by a number of factors that are generally applicable to most real estate. For example, real estate investments are relatively illiquid and, therefore, will tend to limit Bain Capital Credit Clients' ability to vary their real estate portfolios promptly in response to changes in economic or other conditions. No assurances can be given that the fair market value of any real estate investments held by Bain Capital Credit Clients will not decrease in the future or that Bain Capital Credit Clients will recognize full value for any real estate investment that the Bain Capital Credit Clients are required to sell for liquidity reasons. In addition, the ability of Bain Capital Credit Clients to realize anticipated rental and interest income on equity and debt real estate investments will depend, among other factors, on the financial reliability of the tenants and borrowers, the location and attractiveness of the properties in which they invest, the supply of comparable space in the areas in which their properties are located, and general economic conditions. Other real estate risks include changes in zoning, building, environmental and other governmental laws, changes in operating expenses, changes in real estate tax rates, changes in interest rates, changes in the availability of property relative to demand, changes in costs and terms of mortgage loans, energy prices, changes in the relative popularity of properties, changes in the number of buyers and

sellers of properties, the ongoing need for capital improvements, cash-flow risks, construction risks, as well as natural catastrophes, acts of war, terrorism, civil unrest, uninsurable losses and other factors beyond the control of Bain Capital Credit.

Additionally, Bain Capital Credit Clients may, in certain instances, be responsible for structural repairs, improvements and general maintenance of real property. The expenditure of any sums in connection therewith beyond those budgeted for by Bain Capital Credit Clients will reduce the cash available for distribution and may require Bain Capital Credit Clients to fund deficits resulting from the operation of a property. No assurance can be given that Bain Capital Credit Clients will have funds available to make such repairs or improvements. These factors and any others that would impede Bain Capital Credit Clients' ability to respond to adverse changes in the performance of its real estate assets could significantly affect their financial condition and operating results.

Investments in Small Capitalization Companies

Although Bain Capital Credit as applicable, does not expect that investments in small and/or less established companies will make up a large part of the Bain Capital Credit Clients' portfolio, Bain Capital Credit, as applicable, may from time to time invest a portion of the Bain Capital Credit Clients' assets in companies with small-sized market capitalizations. Those companies involve higher risks in some respects than do investments in larger or more established companies. For example, prices of small-capitalization companies are often more volatile than prices of large-capitalization companies and the risk of bankruptcy or insolvency of many smaller companies is higher than for larger, "blue-chip" companies. In addition, there may be fewer investors for smaller companies, making an investment in those companies highly illiquid. Some small companies have limited product lines, distribution channels and financial and managerial resources. Some of the companies in which the Bain Capital Credit Clients invest may have product lines that have, in whole or in part, only recently been introduced to market or that may still be in research or development stage. Such companies may also be dependent on personnel with limited experience.

Investments in PIPES

Bain Capital Credit Clients may invest in privately sourced and structured convertible and equity-linked securities of public companies ("PIPES"). PIPES offer the opportunity for significant gains, but also involve a high degree of risk, including the complete loss of capital. Among these risks are the general risks associated with investing in companies operating at a loss or with substantial variations in operating results from period to period and investing in companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and service capabilities, and a greater number of qualified managerial and technical personnel. Such securities will likely be thinly traded and undercapitalized and will therefore be more sensitive to adverse business or financial developments. In the event that any such investment is unable to generate sufficient cash flow or raise additional equity capital to meet its projected cash needs, the value of the Bain Capital Credit Clients' investment in such portfolio investment could be significantly reduced or even lost entirely.

Investments in Pass-Through Companies

It is possible that Bain Capital Credit Clients' investments may be structured as partnerships, limited liability companies or other pass-through entities. Bain Capital Credit may cause investors in a Bain Capital Credit Partnership to hold their interests in a pass-through investment directly or indirectly through an entity that is taxable as a corporation for U.S. federal income tax purposes, including through an AIV structure in which only certain Classes of Shares hold such investment through such an entity. In such circumstances, it is possible that the returns on such investment for investors generally (including but not limited to investors holding Classes investing through an AIV structure that does not include an entity taxable as a corporation for U.S. federal income tax purposes) will be lower than such returns would have been if investors had held such pass-through investment directly as a result of reductions in proceeds on sale, liabilities for taxes or otherwise. If an AIV structure is formed for the benefit of one or more investors (and/or any limited partners of any Parallel Vehicle), the costs of utilizing any such AIV structure, including taxes, may be borne solely by the investors in the relevant Classes, or by all investors, as determined by Bain Capital Credit.

Investments in Direct Lending

Certain Bain Capital Credit Clients make investments in the debt of companies directly. Direct lending by Bain Capital Credit Clients may be riskier than other more established asset classes. Such investments are often negotiated directly with the company itself, with a private equity sponsor, or with another third party, as applicable. As a result, these investments are not broadly syndicated to a large, diverse group of lenders by a financial institution in the manner of bank loans, high yield bonds, or other similar assets in which Bain Capital Credit Clients invest. Bain Capital Credit Clients may be the only lenders or part of a small, concentrated group of lenders invested in this part of the company's capital structure. These investments are generally highly illiquid. There is a risk that Bain Capital Credit Clients may not be able to sell or otherwise dispose of these assets or that any such disposition may be on terms that are not favorable to the applicable Bain Capital Credit Clients.

Unitranche Loans

Certain Bain Capital Credit Clients make investments in unitranche loans to companies. These investments are a hybrid type of financing which combines traditional senior and subordinated debt into one asset using an interest rate somewhere between the senior and subordinated interest rates that would ordinarily exist. Such loans are typically made to middle market companies. An investment in a unitranche loan has a higher risk of economic loss or default than senior debt, and unitranche lenders do not typically benefit from the priority of repayment available to senior debt investors. Companies with unitranche loans in their capital structure, furthermore, may be structured so because they cannot obtain financing through a more traditional senior and subordinated structure. These investments are therefore inherently more risky than similar companies with a more traditional capital structure, and Bain Capital Credit Clients therefore incur a greater risk of economic loss in making these investments.

Senior Stretch Loans

Bain Capital Credit Clients will make investments in stretch senior loans of companies. Stretch senior loans are senior loans that have a greater loan-to-value ratio than traditional senior loans and typically carry a higher interest rate to compensate for additional risk. Because stretch senior loans have a greater loan-to-value ratio, there is potentially less over-collateralization available to cover the entire principal of the stretch senior loan.

Senior Direct Lending

Certain Bain Capital Credit Clients make investments in the senior and subordinated debt of companies. Such investments are often negotiated directly with the company itself, with a private equity sponsor or with another third party, as applicable. As a result, these investments are not broadly syndicated to a large, diverse group of lenders by a financial institution in the manner of bank loans, high yield bonds or other similar assets in which the Bain Capital Credit Clients may invest. The Bain Capital Credit Clients may be the only lender or part of a small, concentrated group of lenders invested in this part of the company's capital structure. These investments are generally highly illiquid. There is a risk that the Bain Capital Credit Clients may not be able to sell or otherwise dispose of these assets or that any such disposition may be on terms that are not favorable to the Bain Capital Credit Clients.

Cov-Lite Loans

Bain Capital Credit Client's investments may include "cov-lite" loans. "Cov-lite" loans typically do not obligate the obligor to comply with financial covenants that would be applicable during reporting periods, and may expose Bain Capital Credit Clients to different risks, including with respect to liquidity, price volatility and ability to restructure loans, than is the case with other loans. In addition, the lack of such financial covenants may make it more difficult to trigger a default in respect of such loans.

Bridge Investments

From time to time, Bain Capital Credit Clients may lend to investment vehicles on a short-term, unsecured basis or may otherwise invest in an investment vehicle on an interim basis with the expectation of a subsequent refinancing or sell down. Investments made by Bain Capital Credit Clients with the intention of realizing all or a portion of such investment within 18 months are referred to as bridge investments. For reasons not always in Bain Capital Credit Clients' control, a refinancing, redemption, realization or sell down of a bridge investment may not occur within the Adviser's expected timeline, which would result in such bridge investment remaining outstanding longer than anticipated. In such event Bain Capital Credit Clients may have more risk associated with such investment or a larger overall investment than originally anticipated.

Risk Surrounding New Opportunities

Bain Capital Credit from time to time considers additional investment opportunities, including but not limited to, advising new Clients and/or advising different types of investment vehicles. In addition, Bain Capital Credit from time to time considers expanding into different geographic

locations. The consideration of new investment opportunities and geographic expansion presents additional risk to investors with Bain Capital Credit.

Widening Risk

For reasons not necessarily attributable to any of the risks set forth herein, there is a possibility that the prices of the securities and other financial assets in which Bain Capital Credit Clients invest will decline substantially. In particular, purchasing assets at what appear to be “undervalued” levels is no guarantee that these assets will not be trading at even lower levels at a time of valuation or at the time of sale. It is not possible to predict, or to hedge against, such “spread widening” risk.

Bain Capital Credit Clients may be required to hold undervalued assets for a substantial period of time with the expectation that the assets will appreciate in value, even though there is no assurance that such value appreciation will take place. Accordingly, there is a possibility that the Bain Capital Credit Clients will be forced to sell such undervalued assets at a substantial loss. During the period pending any sale, a portion of the Bain Capital Credit Clients’ funds would be committed to undervalued assets purchased, thus possibly preventing the Bain Capital Credit Clients from investing in other opportunities. In addition, the Bain Capital Credit Clients could finance such purchases with borrowed funds and thus will have to pay interest on such funds during this waiting period. Finally, margin calls and other events related to the Bain Capital Credit Clients’ indebtedness could force the Bain Capital Credit Clients to have to sell assets at prices that are less than their fair value.

Exit Financing

Bain Capital Credit causes certain Bain Capital Credit Clients to invest in companies that are in the process of exiting, or that have recently exited, the bankruptcy process. Post-reorganization securities typically entail a higher degree of risk than investments in securities that have not undergone a reorganization or restructuring. Moreover, post-reorganization securities can be subject to heavy selling or downward pricing pressure after the completion of a bankruptcy reorganization or restructuring. If an evaluation by Bain Capital Credit of the anticipated outcome of an investment situation should prove incorrect, the relevant Bain Capital Credit Client could experience a loss.

Lender Liability Considerations and Equitable Subordination

In recent years, a number of judicial decisions in the United States have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed “lender liability”). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in creation of a fiduciary duty owed to the borrower or its other creditors or shareholders. Because of the nature of certain of Bain Capital Credit Clients’ investments, a Bain Capital Credit Client could be subject to allegations of lender liability.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lending institution (i) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower, (ii) engages in other inequitable conduct to the detriment of such other creditors, (iii) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (iv) uses its influence as a stockholder to dominate or control a borrower to the detriment of the other creditors of such borrower, there is a strong possibility that a court will elect to subordinate the claim of the offending lending institution to the claims of the disadvantaged creditor or creditors, a remedy called “equitable subordination.” Because of the nature of certain of Bain Capital Credit Clients’ and their affiliates’ investments, a Bain Capital Credit Client could be subject to claims from creditors of an obligor that such Bain Capital Credit Client’s investments issued by such obligor should be equitably subordinated. Some of the investments of Bain Capital Credit Clients will involve investments in which the applicable Bain Capital Credit Client would not be the lead creditor. It is, accordingly, possible that lender liability or equitable subordination claims affecting the investments of a Bain Capital Credit Client could arise without the direct involvement of such Bain Capital Credit Client.

If a Bain Capital Credit Client purchases debt securities of an affiliate in the secondary market at a discount, (i) a court might require such Bain Capital Credit Client to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (ii) such Bain Capital Credit Client might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt.

Fraudulent Conveyance and Preference Considerations

Various federal and state laws enacted for the protection of creditors often will apply to the purchase of investments by a Bain Capital Credit Client, by virtue of such Bain Capital Credit Client’s role as a creditor with respect to the borrowers under such investments. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of a borrower, such as a trustee in bankruptcy or the borrower as debtor-in-possession, were to find that the borrower did not receive fair consideration or reasonably equivalent value for incurring indebtedness evidenced by an investment and the grant of any security interest or other lien securing such investment, and, after giving effect to the incurring of such indebtedness, the borrower (i) was insolvent, (ii) was engaged in a business for which the assets remaining in such borrower constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature, such court could invalidate, in whole or in part, such indebtedness and such security interest or other lien as fraudulent conveyances, could subordinate such indebtedness to existing or future creditors of the borrower or could allow the borrower to recover amounts previously paid by the borrower to the creditor (including to a Bain Capital Credit Client) in satisfaction of such indebtedness or proceeds of such security interest or other lien previously applied in satisfaction of such indebtedness. In addition, in the event of the insolvency of an issuer of an investment, payments made on a Bain Capital Credit Client’s investment could be subject to avoidance as a “preference” if made within a certain period of time (sometimes as long as one year) before insolvency depending on a number of factors, including the amount of equity of the borrower owned by the Bain Capital Credit Client and its affiliates and any contractual arrangement between the borrower, on the one hand, and such Bain Capital Credit

Client and its affiliates, on the other hand. The measure of insolvency for purposes of the foregoing will vary depending on the law of the jurisdiction which is being applied. Generally, however, a borrower would be considered insolvent at a particular time if the sum of its debts was greater than all of its assets at a fair valuation or if the then-present fair saleable value of its assets was less than the amount that would be required to pay its probable liabilities on its then-existing debts as they became absolute and matured. There can be no assurance as to what standard a court would apply in order to determine whether a borrower was insolvent after giving effect to the incurrence of the loan or that, regardless of the method of evaluation, a court would not determine that the borrower was “insolvent” upon giving effect to such incurrence.

In general, if payments on an investment are avoidable, whether as fraudulent conveyances or preferences, such payments can be recaptured either from the initial recipient (such as a Bain Capital Credit Client) or from subsequent transferees of such payments, including investors in Bain Capital Credit Funds.

Participation on Creditors’ Committees

From time to time, Bain Capital Credit will participate on behalf of a Bain Capital Credit Client on committees formed by creditors to negotiate the management of financially troubled companies that may or may not be in bankruptcy or Bain Capital Credit will seek to negotiate on behalf of a Bain Capital Credit Client directly with the debtors with respect to restructuring issues. If Bain Capital Credit does join a creditors’ committee on behalf of a Bain Capital Credit Client, the participants of the committee would be interested in obtaining an outcome that is in their respective individual best interests and there can be no assurance of obtaining results most favorable to the applicable Bain Capital Credit Client in such proceedings. By participating on such committees, Bain Capital Credit will likely be deemed to have duties to other creditors represented by the committees, which might thereby expose Bain Capital Credit Clients to liability to such other creditors who disagree with the actions.

On occasion, Bain Capital Credit will also be provided with material non-public information that would typically restrict Bain Capital Credit’s ability to trade in the company’s securities on a Bain Capital Credit Client’s behalf. While Bain Capital Credit and Bain Capital Credit Clients intend to comply with all applicable securities laws and to make judgments concerning restrictions on trading in good faith, Bain Capital Credit may trade in the company’s securities on a Bain Capital Credit Client’s behalf while engaged in the company’s restructuring activities. Such trading creates a risk of litigation and liability that has the potential to cause the Bain Capital Credit Client to incur significant legal fees and potential losses.

Event-Driven Special Situations

Bain Capital Credit Clients, from time to time, invest in “event-driven” special situations such as recapitalizations, spinoffs, corporate and financial restructurings, litigation, or other catalyst-orientated situations. Investments in such securities are often difficult to analyze, and a Bain Capital Credit Client could be incorrect in its assessment of the downside risk associated with an investment, thus resulting in a significant loss. Although Bain Capital Credit intends to utilize appropriate risk management strategies, such strategies cannot fully insulate Bain Capital Credit

Clients from the risks inherent in their planned activities. Moreover, in certain situations, Bain Capital Credit will be unable to, or will choose not to, implement risk management strategies because of the costs involved or other relevant circumstances.

Risk of Slowdown or Decline of Rapid Growth

While the economies of certain countries have grown rapidly in recent years and many economic commentators have projected continued future growth, a slowdown or even a decline of the economies of such countries could adversely impact the companies in which the Bain Capital Credit Clients invest, reduce the availability of suitable or attractive investment opportunities, and reduce the availability or attractiveness of opportunities to exit investments. Indeed, certain countries are currently experiencing a slowdown or decline in their economies and such slowdown or decline may continue or worsen.

Currency Risk; Commodity Price Risk; Interest Rate Risk; Hedging

Changes in currency exchange rates, costs of conversion and exchange control regulations could adversely affect the dollar value of the Bain Capital Credit Clients' investments and the amounts of distributions, if any, to be made by the Bain Capital Credit Clients by reason of the mismatch between the Bain Capital Credit Clients' base currency and the currency of the Bain Capital Credit Clients' investments. Currency exchange rates have previously and may in the future fluctuate significantly over short periods of time, and may also be affected unpredictably by intervention by governments or central banks (or the failure to intervene) or by currency controls or political developments in one or more jurisdictions. The Bain Capital Credit Clients may incur costs or experience substantial delays when, or be prohibited from, converting one currency into another, which could adversely affect the value of the interests. In addition, depending on the Bain Capital Credit Clients' investments, the Bain Capital Credit Clients may be subject to commodity price risk arising from the acquisition and operation of certain of their investments.

The Bain Capital Credit Clients likely will engage, but is not required to engage, in commodity price, currency, interest rate and other hedging transactions or short sales. There can be no assurance, however, that the Bain Capital Credit Clients will engage in such hedging transactions or short sales at any given time or from time to time, or that such hedging transactions or short sales will be available or be available at a reasonable cost, or that such hedging transactions or short sales will be effective to reduce or eliminate the applicable commodity price, currency, or other risk or to generate liquidity. Such hedging transactions or short sales may even exacerbate any negative impact on the Bain Capital Credit Clients resulting from changes in commodity price or currency exchange or interest rates. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. Thus, while the Bain Capital Credit Clients may benefit from the use of these hedging mechanisms or short sales, unanticipated factors such as changes in interest rates, securities prices, commodity prices or currency exchange rates could result in poorer overall results for the limited partners than if the Bain Capital Credit Clients had not entered into such hedging transactions or short sales. If the Bain Capital Credit Client uses derivative instruments for hedging purposes, it may be exposed to the risks described herein.

Contingent Liabilities

Bain Capital Credit Clients, from time to time, incur contingent liabilities in connection with an investment. For example, such Bain Capital Credit Client will acquire a revolving credit or delayed draw term facility that has not yet been fully drawn or will originate or make a secondary purchase of a revolving credit facility. If the borrower subsequently draws down on the facility, the applicable Bain Capital Credit Client will be obligated to fund the amounts due. Bain Capital Credit Clients often incur numerous other types of contingent liabilities. There can be no assurance that a Bain Capital Credit Client will adequately reserve for its contingent liabilities and that such liabilities will not have an adverse effect on a Bain Capital Credit Client.

Business and Regulatory Risks of Private Investment Funds

Legal, tax and regulatory changes could occur during the term of a Bain Capital Credit Client that may adversely affect a Bain Capital Credit Client. The regulatory environment for private investment funds and other investment vehicles is evolving, and there is a possibility that changes in securities regulations will adversely affect the value of fund interests, including by adversely affecting the value of investments held by a Bain Capital Credit Client and the ability of a Bain Capital Credit Client to obtain the leverage it might otherwise obtain or to pursue its trading strategies. In addition, the securities and futures markets are subject to comprehensive statutes, regulations, and margin requirements. The SEC, the Commodity Futures Trade Commission, other regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by domestic and foreign government and judicial action. The effect of any future regulatory change on a Bain Capital Credit Client could be substantial and adverse.

Discontinuance of IBORs, in particular LIBOR

Many of the loans and other debt instruments in which Bain Capital Credit Clients invest bear interest at a rate based on the London Inter-Bank Offered Rate (“LIBOR”) or are investments of a type that would until recently have borne interest at a rate based on LIBOR. LIBOR is an estimate of the rate at which a subset of banks could borrow money on an uncollateralized basis from other banks. In 2017, the FCA, which regulates LIBOR, announced that it will not compel banks to contribute to LIBOR after 2021. ICE Benchmark Administration Limited (the “IBA”), the administrator for LIBOR, ceased the publication of the one-week and two-month U.S. dollar LIBOR settings, and all Sterling, Japanese Yen, Swiss Franc, and Euro LIBOR settings, at the end of 2021, and announced its intention to cease the publication of the remaining U.S. dollar LIBOR settings, including three-month LIBOR, immediately following June 30, 2023. In addition, the Federal Reserve Board, the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation have encouraged banks to cease entering into new contracts that use U.S. dollar LIBOR as a reference rate. Similar statements have been made by regulators with respect to other inter-bank offered rates (together with LIBOR, “IBORs”). As a result, it is generally uncertain how long the IBORs which have not been discontinued will continue to be viewed as an acceptable market interest rate benchmark for loans and other debt

instruments. Until such rates are discontinued, the Bain Capital Credit Clients may continue to invest in instruments that reference IBORs.

Regulators and market participants have worked to develop successor rates for LIBOR and the other IBORs, as well as transition mechanisms to amend existing instruments and contracts to replace the applicable IBOR rate with a new rate. The Alternative Reference Rates Committee convened by the Federal Reserve Board and Federal Reserve Bank of New York selected the Secured Overnight Financing Rate (“SOFR”), an index calculated by reference to short-term repurchase agreements backed by Treasury securities, as its preferred replacement for U.S. dollar LIBOR, while the Bank of England commenced publication of the alternative rate Sterling LIBOR, the Sterling Overnight Index Average (“SONIA”). Both SOFR and SONIA significantly differ from LIBOR – both in the actual rate and how they are calculated – and therefore it is unclear to what extent markets will adapt to these rates as replacements for LIBOR. There remains risk that the debt markets will be slow to agree on the transition to the replacement benchmark rates for instruments that currently bear interest based on LIBOR or another IBOR.

The transition from LIBOR and the other IBORs to alternative reference rates may result, among other things, in increased volatility or illiquidity in markets for debt instruments, particularly for those that currently rely on LIBOR or another IBOR. It may also result in a reduction in the value of any investments held by Bain Capital Credit Clients that bear interest at an IBOR-based rate or at any other replacement benchmark rate that is ultimately not adopted widely by the debt markets, or in Bain Capital Credit’s being unable to identify new investments for Bain Capital Credit Clients that bear interest at benchmark rates that Bain Capital Credit views as suitable replacements for LIBOR. In addition, to the extent that Bain Capital Credit Clients incur indebtedness to finance its investments, it is possible that such indebtedness may bear interest at a benchmark rate that is different from the benchmark rate used by some or all of Bain Capital Credit Clients’ investments. This discrepancy in benchmark rates could increase the overall cost to Bain Capital Credit Clients of such indebtedness, thus reducing the overall return on Bain Capital Credit Clients’ investments.

Prime Brokers and Custodians

There are risks involved in dealing with the custodians or prime brokers who settle trades. While Bain Capital Credit seeks to monitor exposure to prime brokers and custodians, there is no guarantee that these prime brokers and custodians, or any other prime broker or custodian that a Bain Capital Credit Clients may use from time to time, will not become insolvent. While both the U.S. Bankruptcy Code and the Securities Investor Protection Act of 1970 seek to protect customer property in the event of a failure, insolvency or liquidation of a broker-dealer, in the event of a failure of a broker-dealer that has custody of a Bain Capital Credit Client’s assets, there is no certainty that a Bain Capital Credit Client would not incur losses due to its assets being unavailable for a period of time, ultimately recovering less than full value of its assets, or both.

Bain Capital Credit Clients are directly or indirectly exposed to the credit risk of the counterparties, including brokers, dealers, and exchanges through which they deal, whether they

engage in exchange-traded or off exchange transactions. If a Bain Capital Credit Client's clearing brokers become bankrupt or insolvent, or otherwise default on their obligations to a Bain Capital Credit Client, a Bain Capital Credit Client may not receive all amounts owing to it in respect to its trading, despite the clearinghouse fully discharging all obligations. Furthermore, in the event of a bankruptcy of one of the clearing house brokers, a Bain Capital Credit Client could be limited to recovering only a pro rata share of all available funds segregated on behalf of the clearing broker's combined customer accounts, even though certain property specifically traceable to a Bain Capital Credit Client (for example, Treasury bills deposited by a Bain Capital Credit Client with the clearing broker as margin) was held by the clearing broker. Credit risk of market participants with respect to derivatives that are centrally cleared is concentrated in a few clearinghouses, and it is not clear how an insolvency proceeding of a clearinghouse would be conducted and what an impact an insolvency of a clearinghouse would have on the financial system. In the event of the insolvency of a clearinghouse, Bain Capital Credit Clients might experience a loss of funds deposited through its clearing broker as margin with the clearinghouse, a loss of unrealized profits on its open positions, and the loss of funds owed to it as realized profits and closed positions. Such an insolvency might also cause a substantial delay before Bain Capital Credit Clients could obtain the return of funds owed to it by a clearing broker who was a member of such clearinghouse. In addition, certain of the instruments which a Bain Capital Credit Client may directly or indirectly trade are traded in markets in which performance is the responsibility only of the individual counterparty with whom the trader has entered into a contract and not of an exchange or clearing corporation. A Bain Capital Credit Client is directly or indirectly subject to the risk of the inability or refusal to perform on the part of the counterparties with whom such contracts are traded.

Required Withdrawal of a Fund Investor

Bain Capital Credit has discretion, at any time, to require the withdrawal of an investor (in whole or in part) if Bain Capital Credit reasonably determines that the continued participation of an investor in the Bain Capital Credit Client would adversely affect the Bain Capital Credit Clients (including for certain tax, ERISA, legal or regulatory purposes (including in relation to obligations under an AEOI Regime (as defined below)) or to otherwise ensure that none of the Bain Capital Credit Clients, Bain Capital Credit, the investor nor any of their respective affiliates is reasonably likely to be in violation of any law, rule or regulation applicable to such investor.

Counterparty Risk

Certain markets in which the Bain Capital Credit Clients may affect transactions are "over-the-counter" ("OTC") or "interdealer" markets, and may also include unregulated private markets. The participants in such markets typically are not subject to the same level of credit evaluation and regulatory oversight as are members of "exchange-based" and/or centrally cleared markets. This exposes the investor to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Bain Capital Credit Clients to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Bain Capital Credit Clients have concentrated its transactions with a single or small group of counterparties. The Bain Capital Credit Clients may also be exposed to similar risks with respect to non-U.S. brokers in jurisdictions where

there are delayed settlement periods. The Bain Capital Credit Clients are not restricted from dealing with any particular counterparty or from concentrating any or all transactions with one counterparty. The ability of the Bain Capital Credit Clients to transact business with any one of a number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Bain Capital Credit Clients. Similar risks also arise in connection with derivative instruments and brokerage arrangements that the Bain Capital Credit Clients may put in place.

The Bain Capital Credit Clients may only close out OTC transactions (including swaps and contracts for differences) with the relevant counterparty, and may only transfer a position with the consent of the particular counterparty. Also, if the counterparty defaults, the Bain Capital Credit Clients will have contractual remedies pursuant to the agreement related to the transaction, but there is no assurance that contract counterparties will be able to meet their obligations pursuant to such contracts or that, in the event of default, the Bain Capital Credit Clients will succeed in enforcing contractual remedies. There also may be documentation risk, including the risk that the parties may disagree as to the proper interpretation of the terms of a contract. If such a dispute occurs, the cost and unpredictability of the legal proceedings required for the Bain Capital Credit Clients to enforce their contractual rights may lead the Bain Capital Credit Clients to decide not to pursue their claims against the counterparty. The Bain Capital Credit Clients thus assumes the risk that they may be unable to obtain payments owed to it under contracts relating to OTC transactions or that those payments may be delayed or made only after the Bain Capital Credit Clients have incurred the costs of litigation. Regulatory requirements may also limit the ability of the Bain Capital Credit Clients to protect their interests in the event of an insolvency of a derivatives counterparty. In the event of a counterparty's (or its affiliate's) insolvency, the Bain Capital Credit Clients' ability to exercise remedies, such as the termination of transactions, netting of obligations and realization on collateral, could be stayed or eliminated under new special resolution regimes adopted in the United States, the European Union, the United Kingdom, and various other jurisdictions. Such regimes provide government authorities with broad authority to intervene when a financial institution is experiencing financial difficulty. In particular, with respect to counterparties who are subject to such proceedings in the European Union and the United Kingdom, the liabilities of such counterparties to the Bain Capital Credit Clients could be reduced, eliminated, or converted to equity in such counterparties (sometimes referred to as a "bail in").

The Bain Capital Credit Clients are exposed to the credit risk of all of their counterparties, including brokers, dealers, exchanges and clearinghouses through which they deal. If, for example, the Bain Capital Credit Clients' clearing brokers become bankrupt or insolvent, or otherwise default on their obligations to the Bain Capital Credit Clients, the Bain Capital Credit Clients may not receive all amounts owed to them in respect of its trading, despite the clearinghouse fully discharging all of its obligations. Furthermore, in the event of the bankruptcy of one of the clearing brokers or clearinghouses, the Bain Capital Credit Clients could be limited to recovering only a pro rata share of all available funds segregated on behalf of the clearing broker's combined customer accounts, even though certain property specifically traceable to the Bain Capital Credit Clients (for example, Treasury bills deposited by the Bain Capital Credit Clients with the clearing broker as margin) was held by the clearing broker.

Dependence on Technology and Cyber Security Risk

With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, investment vehicles (such as the Bain Capital Credit Clients and other Related Clients) and their service providers may be prone to operational and information security risks resulting from cyber-attacks. In general, cyberattacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber-attacks. Cyber-attacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorized release of confidential information and causing operational disruption. Risks of cyberattacks can increase when a significant percentage of a workforce is working remotely. The frequency and seriousness of cyber-attacks may also increase in the context of geopolitical tension or military conflict. Successful cyberattacks against, or security breakdowns of, the Bain Capital Credit Clients, Related Clients, the GPs, administrator to the Bain Capital Credit Clients and/or other third-party service providers may adversely impact the Bain Capital Credit Clients or the limited partners. For instance, cyber-attacks may interfere with the processing of limited partners' transactions, impact the Bain Capital Credit Clients' ability to value its assets, cause the release of private fund investor information or confidential information of the Bain Capital Credit Clients, impede their operations, cause reputational damage, and subject the Bain Capital Credit Clients or their assets to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. The Bain Capital Credit Clients may also incur substantial costs for cyber security risk management in order to prevent any cyber incidents in the future. The Bain Capital Credit Clients and the limited partners could be negatively impacted as a result. While the Bain Capital Credit Clients or their service providers have established business continuity plans and systems designed to prevent such cyber-attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cyber security risks are also present for the Fund's portfolio investments and for issuers of securities or other instruments in which the Fund invests, which could result in material adverse consequences for such investments, including a substantial or total loss in value.

In addition, the activities of the Bain Capital Credit Clients, Related Clients, and the rely on technology, including hardware, software, and other computerized or automated processes. The performance of the Bain Capital Credit Clients could be compromised by computer viruses, telecommunications failures, power loss, natural disasters, security breaches, software related "system crashes," disruption or deterioration of services of third-party service providers, terrorist attacks, cyber warfare, and similar events. Any event that interrupts the GPs' or the Related Clients; computer and telecommunications operations could result in, among other things, the inability of the GPs or the Related Clients to trade or monitor the Bain Capital Credit Clients' investments and therefore could have a material adverse effect on the operating results of the Bain Capital Credit Clients. Further, jurisdictions in which Bain Capital operates have recently adopted or are considering adopting laws that include stringent operational requirements for entities processing personal information and significant penalties for non-compliance, such as the GDPR (as defined below), California Privacy Act and the New York SHIELD Act, and a range of proposed additional laws at the U.S. federal and state level.

In recent years, technological advances have fueled the rapid growth of artificial intelligence (“AI”), in particular generative AI, and accordingly, the use of AI is becoming increasingly prevalent in a number of sectors. Due to the rate at which AI is improving and the scope of its potential application is therefore broadening, at this time, it is unclear what impact (including, where relevant, opportunities) AI may have on the Bain Capital Credit Clients, GPs, the Related Clients and/or the Bain Capital Credit Clients’ investments, as well as the wider financial sector. Inappropriate deployment of AI by a portfolio investment of the Bain Capital Credit Clients could have a material adverse impact on such investment, and therefore a negative impact on the Bain Capital Credit Clients and limited partners. The rise of AI has also brought a renewed focus from governments and regulators on the regulation of such technology. The world’s first comprehensive laws to regulate AI were agreed by the EU at the end of 2023, although these are not likely to come into full force and effect until 2026. Other jurisdictions (including the U.S. and UK) are considering or proposing their own approaches to the regulation of AI. Such laws and/or regulations could have a material adverse impact on the Bain Capital Credit Clients, the GPs, the Related Clients, and/or the Bain Capital Credit Clients’ investments.

Data Protection Risk

Jurisdictions in which Bain Capital Credit operates have recently adopted or are considering adopting laws that include stringent operational requirements for entities processing personal information and significant penalties for non-compliance, such as GDPR (as defined below), the

California Consumer Privacy Act and the New York SHIELD Act, and a range of proposed additional laws at the U.S. federal and state level.

The Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended (the “GDPR”), which came into effect on May 25, 2018, is automatically binding on data controllers and data processors in the European Economic Area (“EEA”), including all members states of the European Union without the need for implementation in each member state. Broadly equivalent legislation exists in the United Kingdom (“U.K. GDPR”). The (U.K.) GDPR also has extra-territorial reach and impacts data controllers and data processors either with an establishment in the EEA/U.K., or which offer goods or services to EEA/U.K. data subjects or monitor EEA/U.K. data subjects’ behavior within the EEA/U.K. The (U.K.) GDPR imposes stringent operational requirements on data controllers and data processors, and introduces significant penalties for non-compliance with fines of up to the higher of 4% of total annual worldwide turnover or €20 million (£17.5 million under the U.K. GDPR), depending on the type and severity of the breach.

While the EU-U.S. Data Privacy Framework (“DPF”) has been recognized as adequate under EU laws to allow transfers of personal data from the EU to certified companies in the U.S. the DPF could be subject to successful legal challenge that could cause the legal requirements for data transfers from the EU to be uncertain in the future.

Compliance with current and future privacy, data protection and information security laws could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention, and safeguarding of personal data and some of the current and planned business activities of the Bain Capital Credit Clients, the investors, and Bain Capital Credit. A failure to comply with such laws could result in fines, sanctions, or other penalties, which could materially and adversely affect results of operations and overall business, as well as have an impact on reputation.

Financial Information and Projections

The Bain Capital Credit Clients will rely upon projections, forecasts or estimates developed by the Bain Capital Credit Clients or a company in which the Bain Capital Credit Clients are invested concerning the company's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Bain Capital Credit Clients' control. Projected operating results of a portfolio company are typically based primarily on financial projections prepared by (or substantially informed by) such portfolio company's management. In all cases, projections are only estimates of future results, based upon information received from a portfolio company and assumptions made at the time the projections are produced. Furthermore, portfolio companies in which the Bain Capital Credit Clients will invest will generally be private unlisted companies. Such private companies may maintain less comprehensive financial information than, and are generally less regulated than, listed companies. There can be no assurance that the results set forth in the projections will be attained, actual events often differ from those assumed and general economic factors (which are generally unpredictable and outside the control of a General Partner and its affiliates and employees) can have a material effect on the reliability and accuracy of financial projections. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates; and U.S. and non-U.S. business, market, financial or legal conditions; among others. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or results will not be materially lower or otherwise less favorable than those estimated therein.

Expedited Transactions

Investment analyses and decisions by Bain Capital Credit will frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to Bain Capital Credit at the time of making an investment decision may be limited. Therefore, no assurance can be given that Bain Capital Credit will have knowledge of all circumstances that may adversely affect an investment. In addition, Bain Capital Credit expects to rely upon independent consultants and other sources in connection with its evaluation of proposed investments, and no assurance can be given as to the accuracy or completeness of the information provided by such independent consultants or other sources, or as to the limited partners' right of recourse against them in the event errors or omissions do occur (See also "Senior Advisers and Third-Party Service Providers" above).

Item 9. Disciplinary Information

In relation to two equity ownership reports that were inadvertently filed late in 2020 and 2022, an affiliate of Bain Capital Credit, LP, in September 2024, voluntarily agreed, without admitting any wrongdoing, to pay a penalty as part of a settlement with the SEC. Under Section 13(D) of the Securities Exchange Act of 1934 and related rules, in effect during this time, any person who has acquired beneficial ownership of more than 5% of certain equity securities must file, within 10 days, a disclosure statement with the SEC. There is no state of mind requirement for Section 13(D) reporting requirements. As the SEC found, in some private credit transactions, entities may not have knowledge of their precise holdings in an issuer until after a transaction closes, which in these instances affected the timely monitoring of changes to holdings of public securities. The SEC alleged that during the global COVID-19 pandemic, the affiliate's internal processes did not timely identify the need to make these ownership filings, and as a result, the affiliate inadvertently filed the Schedule 13D reports for these transactions late. The SEC considered that the affiliate of Bain Capital Credit, LP took remedial steps and recognized its cooperation in the matter. The penalty was paid by the affiliate of Bain Capital Credit, LP and was not borne by any of its funds or investors in its funds.

Item 10. Other Financial Industry Activities and Affiliations Related General Partners

Various entities serve as general partners of Bain Capital Credit Partnerships. One of several limited liability companies serves as the general partner or in a similar capacity of the general partner of each Bain Capital Credit Partnership.

Affiliated Advisers

Bain Capital Credit has affiliated advisers based in the U.S., many of which focus primarily on a different area of investment management, although such areas overlap from time to time (such advisers, the "U.S. Affiliate Advisers"). Each U.S. Affiliate Adviser is registered as an investment adviser with the SEC. The U.S. Affiliate Advisers currently include:

- Bain Capital Crypto, LP, the crypto affiliate of Bain Capital, whose primary objective is investing capital, knowledge, and time to enhance protocol or company growth in crypto and blockchain technology sectors.
- Bain Capital Double Impact, LP, which focuses on equity investing in impact- or mission-oriented companies and more traditional companies with positive impact products and services;
- Bain Capital Insurance Solutions, LP, the insurance affiliate of Bain Capital, which advises private funds focused on investing in insurance companies and subadvises insurance dedicated funds;
- Bain Capital Life Sciences, LP, which focuses on equity investing in biopharmaceutical, medical device, diagnostics and enabling life science technology companies;
- Bain Capital Partnership Strategies, LP, the capital allocation affiliate of Bain Capital,

which focuses on creating strategic partnerships with third-party fund managers, principally in the emerging markets public equity and independent return strategies;

- Bain Capital Private Equity, LP, which focuses on leveraged buyouts and growth capital in a wide variety of industries;
- Bain Capital Public Equity, LP, the public equity affiliate of Bain Capital, whose primary objective is investing in securities of publicly-traded companies that offer opportunities to realize substantial long-term capital appreciation;
- Bain Capital Real Estate, LP, the real estate affiliate of Bain Capital, whose primary objective is to research and advise on real estate and real estate-related investments;
- Bain Capital Tech Opportunities, LP, which focuses on equity investing in technology and technology-enabled companies;
- Bain Capital Ventures, LP, the venture capital affiliate of Bain Capital, which focuses on seed through late-stage growth equity investing in software, hardware, information, healthcare and technology-driven business services companies;
- Boylston Advisors, LP, (“Boylston”) which focuses on providing alternative investment opportunities to current and former personnel of Bain Capital and invests primarily in third party private fund managers via managed funds of funds and direct investments. In addition, Boylston related persons also serve as the general partners to investment vehicles whose primary purpose is to invest in, or coinvest with, funds managed by the Advisers and other Affiliate Advisers (as defined below) for the benefit of employees and former employees of Bain Capital, LP and its affiliates. Boylston is also registered as a Commodity Trading Advisor (“CTA”) with the Commodity Futures Trade Commission (“CFTC”).

In addition, Bain Capital Distributors, LLC, is a broker-dealer registered with the SEC and is a member of FINRA. Bain Capital Distributors places securities and instruments issued by certain private investment funds that Bain Capital Credit and its affiliates manage.

In addition to the U.S. Affiliate Advisers, Asset Resurgence Mauritius Manager, Bain Capital (Singapore) Pte. Ltd., Bain Capital (UK) Limited, Bain Capital Advisors (India) Pvt. Ltd., Bain Capital Asset Manager Mauritius, Bain Capital Credit (Asia) Ltd., Bain Capital Credit (Australia) Pty. Ltd., Bain Capital Credit, Ltd., Bain Capital Investments (Europe) Ltd., Bain Capital Investments (Ireland) Ltd., Bain Capital Investments (Luxembourg) Sarl, Bain Capital Private Equity (Asia) Ltd., Bain Capital Private Equity (Europe), LLP, Bain Capital Private Equity (Japan), LLC, and India Resurgence Asset Management Business Pvt. Ltd., affiliates of Bain Capital, are licensed in their applicable jurisdictions with various regulators (together with the U.S. Affiliate Advisers, the “Affiliate Advisers”).

The Affiliate Advisers’ investment activities are conducted independently, but the Affiliate Advisers may provide an extensive personal network and access to vertical industry expertise. On occasion, Bain Capital Credit Clients may also benefit from attractive non- traditional

investment opportunities from Affiliate Advisers.

Bain Capital has established other non-investment advisory related entities which are affiliates of the Affiliate Advisers. These entities do not provide investment advisory services and have been organized primarily to provide services incidental to the services of the Affiliate Advisers.

Conflicts of Interest

The discussion below reflects both historical and current practices of Bain Capital Credit and Bain Capital Credit Clients. Practices vary among Bain Capital Credit Clients. Please refer to the governing and/or disclosure documents of the applicable Bain Capital Credit Clients for details regarding these practices.

As a diversified investment firm, Bain Capital and its affiliates, including Bain Capital Credit, engage in a broad range of activities, including investment activities for their own account (such as co-investment vehicles) and for the account of other investment funds or accounts and provide advisory, management and other services to funds and operating companies.

The funds and accounts managed by the Affiliate Advisers are referred to as “Related Clients.”⁸ In the ordinary course of conducting its activities, the interests of a Bain Capital Credit Client will, on occasion, conflict with the interests of Bain Capital Credit, other Bain Capital Credit Clients, Related Clients, or their respective affiliates.

Resolution of Conflicts

Bain Capital Credit and each of the other Affiliate Advisers will deal with all conflicts of interest using its best judgment, but in its sole discretion. When conflicts arise between a Bain Capital Credit Client and Related Clients, Bain Capital Credit will represent the interests of the Bain Capital Credit Client, and the other participating Affiliate Adviser will represent the interests of the other Related Client it advises. In resolving conflicts, Bain Capital Credit and the other Affiliate Advisers will generally consider various factors, including the interests of the course of dealing among Bain Capital Credit Clients and the Related Clients. Bain Capital has a firm-level Allocation Committee (the “Allocation Committee”) that oversees the process and ultimate allocations for investment opportunities that touch more than one Affiliate Adviser (i.e., pursued jointly or separately) and serves as an escalation point for potential conflicts of interest between and among Affiliate Advisers. The Allocation Committee generally does not oversee allocations of investments with advisers, as those are governed by respective adviser allocation protocols (as applicable). The Allocation Committee is comprised of senior Bain Capital personnel. From time to time, the Advisers and the Affiliate Advisers may determine to refer certain conflicts of interest to the Allocation Committee (for review and resolution, particularly in situations where the Advisers and the Affiliate Advisers are unable to resolve such conflicts. Similarly, the Allocation Committee may in its sole discretion determine to review and make determinations regarding certain conflicts of interest.

⁸ For purposes of this Form ADV, references to Related Clients should not be read to include credit investment vehicles managed by Bain Capital Investments (Europe), Ltd.

When conflicts arise between a Bain Capital Credit Client and another Bain Capital Credit Client, Bain Capital Credit will resolve the conflict. In doing so, it will generally consider various factors, including the interests of such Bain Capital Credit Client and the other Bain Capital Credit Client with respect to the immediate issue and/or with respect to the longer-term course of dealing among Bain Capital Credit Clients. In the case of all conflicts involving a Bain Capital Credit Client, Bain Capital Credit's determination as to which factors are relevant, and the resolution of such conflicts will be made in Bain Capital Credit's sole discretion. There can be no assurance that Bain Capital Credit will be able to resolve all conflicts in a manner that is favorable to each Bain Capital Credit Client.

While Bain Capital Credit has procedures in place designed to mitigate conflicts of interest among Bain Capital Credit Clients and other Related Clients, there can be no guarantee that these procedures will be successful.

Sources of Conflicts of Interest

There are numerous perceived and actual conflicts of interest among and between Bain Capital Credit, the Affiliate Advisers, other Related Clients and Bain Capital Credit Clients. The conflicts of interest that may be encountered by a Bain Capital Credit Client include those discussed below, although such discussion does not describe all of the conflicts that may be faced by such Bain Capital Credit Client. Other conflicts are discussed throughout this document and this document should be read in its entirety for other conflicts. Dealing with conflicts of interest is complex and difficult, and new and different types of conflicts are likely to subsequently arise.

Conflicts Relating to the General Partner, Bain Capital Credit and Certain Affiliate Advisers

Bain Capital Credit Personnel

Personnel responsible for managing Bain Capital Credit Clients have responsibilities with respect to other funds or accounts managed by Bain Capital Credit, including funds and accounts that are raised in the future. Under resource sharing agreements, Bain Capital Credit, LP has agreed to provide resources to BCSF Advisors, LP, Bain Capital Credit U.S. CLO Manager, LLC, Bain Capital Credit CLO Advisors, LP, and Bain Capital Credit U.S. CLO Manager, LP, which will enable them to fulfill their obligations under the applicable Advisory Agreements. The resource sharing agreements provide that Bain Capital Credit, LP will make available experienced investment professionals and access to other resources for purposes of evaluating, negotiating, structuring, closing, and monitoring investments.

Substantial time will be spent by such officers and employees monitoring the investments of other vehicles managed by Bain Capital Credit.

In addition, certain members of Bain Capital Credit Clients' investment committees could be personnel of other Affiliate Advisers. Similarly, certain Bain Capital Credit personnel have responsibilities serving on the investment committees of other Affiliate Advisers and perform other work for Affiliate Advisers. Such individuals have responsibilities to such other Affiliated Advisers and with respect to other current or future Related Clients advised or managed by such

Affiliated Advisers, including funds or accounts that may be eligible to invest in assets eligible for purchase by Bain Capital Credit Clients, as well as to the portfolio companies and investment activities of such Related Clients. Conflicts of interest may arise if these personnel do not have adequate time or resources available to support both Bain Capital Credit and the relevant Affiliated Adviser. Personnel have an incentive to allocate more time, services, or functions to Bain Capital Credit Clients and/or Related Clients from which such personnel derive a higher economic benefit.

Advisory Services to Portfolio Companies and Investment Vehicles

Bain Capital Credit and/or its affiliates will perform a variety of services for or in respect of and will receive fees in respect of such services from, actual or prospective portfolio companies or investment vehicles of Bain Capital Credit Clients (including insurance companies) (collectively, “Portfolio Vehicles”) in connection with certain Bain Capital Credit Clients’ investments. The services in respect of which such fees are paid are (a) typically provided with respect to equity and platform investments, (b) provided to the relevant Portfolio Vehicles and (c) separate from, and additional to, the services which Bain Capital Credit provides to or in respect of Bain Capital Credit Clients under the applicable investment advisory agreements. Such services typically include management (including asset management), capital markets/credit origination, financial, operational (including servicing) and similar operating matters and consulting services, but may also include, among other things, investment banking, monitoring, brokerage, loan servicing, acting as trustee, acting as paying agent and other transactional services (such as advice and consulting in connection with mergers, acquisitions, add-on acquisitions, restructurings, refinancings, public offerings, sales and similar transactions). Fees or other compensation paid to Bain Capital Credit, its affiliates or its professionals for such services may be paid in cash, in securities of Portfolio Vehicles (or rights thereto) or otherwise.

In connection with investments where Bain Capital Credit and/or an affiliate is providing services described above, Bain Capital Credit and/or its affiliates may enter into a management agreement (or similar service agreement) with Portfolio Vehicles pursuant to which Bain Capital Credit or an affiliate provides, and is compensated for, a variety of services to such Portfolio Vehicles and is reimbursed for its related expenses. The terms of these agreements vary, but the starting point for determining the appropriate fee for services to a portfolio company is typically based on a relevant operating metric for the applicable portfolio company (e.g., EBITDA or revenue), which Bain Capital Credit and/or an affiliate believes is an indicative proxy for the amount of resources that it expects it will provide, though other factors are also considered. The term for management agreements with deal-related investment vehicles is generally tied to the holding period of the Bain Capital Credit Client. Management agreements with portfolio companies typically terminate upon a change of control of, or upon an initial public offering by, the portfolio company. When a management agreement is terminated upon a portfolio company’s initial public offering or a change of control, the portfolio company generally pays Bain Capital Credit and/or its affiliates a termination fee as prescribed in the applicable agreement. These termination fees can be substantial, particularly in the event such initial public offering or change of control occurs early in the life of the Bain Capital Credit Client’s investment in such portfolio company. More generally, Bain Capital Credit and/or its affiliates have typically continued to provide Portfolio Services (defined below) to the portfolio company without additional

compensation from the portfolio company, even though it has not been contractually obligated to do so, if a Related Client continues to have an ownership interest in the portfolio company. To the extent a management agreement (or similar service agreement) is not entered into with respect to a Portfolio Vehicle, Bain Capital Credit and/or its affiliates will document rates, time, and materials for services rendered to or in respect of the Portfolio Vehicle.

Under such management agreements or otherwise in connection with such services, Bain Capital Credit and/or an affiliate typically receives one or more of the following (i) a periodic fee that is paid on a quarterly basis relating to ongoing corporate services which include management, operational and strategic advice provided by Bain Capital Credit and/or its affiliates (such services, “Portfolio Services”), (ii) a transaction fee for services (including financial advisory, investment banking and break-up fees) provided in connection with the acquisition and for other material transactions, such as restructurings, financings, refinancings, mergers, acquisitions, add-on acquisitions, dispositions, public offerings, sales or similar transactions (such services, “Transaction Services”), and (iii) reimbursement of out-of-pocket expenses incurred in connection with the provision of such services. Where a management agreement is not entered into with a portfolio company, other governing documents typically provide for reimbursement of out-of-pocket expenses incurred in connection with the provision of any services by Bain Capital Credit’s professionals to the applicable portfolio company.

Bain Capital Credit expects that the fees for Portfolio Services and Transaction Services paid to Bain Capital Credit and/or its affiliates will be reasonable in relation to the cost of obtaining similar services from third parties. Bain Capital Credit will determine, in good faith but in its discretion, the cost of obtaining similar Portfolio Services and Transaction Services rendered or to be rendered to Portfolio Vehicles by tracking the actual amount of time that its professionals spend providing Portfolio Services, Transaction Services, or other management, advisory or similar services to Portfolio Vehicles and benchmarking the value of such time against the cost for services of similarly experienced professionals. In respect of benchmarking, while Bain Capital expects to obtain benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by Bain Capital affiliates in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g., different assets may receive different services). Moreover, while Bain Capital Credit expects to benchmark such services against those provided by similarly experienced professionals, there can be no guarantee that a Portfolio Vehicle would independently retain such professionals of similar quality and/or cost. For the avoidance of doubt, services provided by operating professionals that are consultants (whether former employees or not) are not “Portfolio Services” or “Transaction Services” and any compensation received by such persons is not subject to the benchmarking requirements as set forth herein.

With respect to the implementation of the arrangements described above, it is expected that there will generally not be an independent third party involved on behalf of the relevant Portfolio Vehicle. The appropriate fee will therefore generally be determined by Bain Capital Credit and/or its affiliates without negotiation or consultation with others. Therefore, a conflict of interest will exist in the determination of any such fees.

In addition, in connection with certain investments, the Bain Capital Credit Client will, or an Portfolio Vehicle will, pay fees or other compensation to members of the Bain Capital Group for providing any services to Portfolio Vehicles that constitute partnership expenses (including allocable portions of salaries, bonuses, payroll taxes, fringe benefits or other fees paid to any member of the Bain Capital Group or staff of or consultants engaged by the Bain Capital Group, the fees and expenses associated with recruiting and training such staff and consultants and portions of rent, property taxes, utilities, information technology, other real estate-related expenses and other similar items and related overhead expenses associated with the provision of such services by such members of the Bain Capital Group, staff or consultants) and any such fees or other compensation, other than as explicitly set forth above, will not be offset against the Advisory Fee and will not otherwise be shared with the Bain Capital Credit Clients' investors.

The investment advisory agreement and other governing documents may require Bain Capital Credit to offset 100% of (i) Bain Capital Credit Clients' pro rata share of fees for Portfolio Services and Transaction Services received by members of the Bain Capital Credit Group for services rendered to one or more portfolio companies of the Bain Capital Credit Clients that are, in the aggregate, in excess of the amount that is reasonable in relation to the cost of obtaining similar services from third parties, as determined by Bain Capital Credit in good faith (taking into account such factors as it deems relevant, which in some circumstances is expected to include approval by the applicable portfolio company) and (ii) any transaction-related break-up fees paid to members of the Bain Capital Credit Group by an entity with respect to which the Bain Capital Credit Client had a prospective investment that was not consummated (net of the Bain Capital Credit Client's pro rata share of expenses for transactions not consummated that were borne by Bain Capital Credit or its affiliates and not reimbursed by the Bain Capital Credit Client or otherwise recovered) against the Advisory Fee payable by the Bain Capital Credit Client with respect to each investor. In addition, Bain Capital Credit or its personnel, both current and former (to the extent serving on behalf of Bain Capital Credit or at its direction), have in the past and expect to in the future receive cash or equity compensation from a portfolio company due to service on the board of directors of such portfolio company.

Any such fees that result in an offset to the Advisory Fee will only apply to the extent such fees are received as part of Bain Capital Credit Clients' investment. As a result, in the case of fees received that relate to a Related Client's investment in an investment held by the Bain Capital Credit Clients, such as directors' fees, the Bain Capital Credit Clients will not receive the benefit of any offset to the Advisory Fee. In addition, under the Investment Advisory Agreement, as applicable, future fees payable to Bain Capital Credit by Bain capital Credit Clients will in some circumstances be reduced in connection with the receipt of fees for such services from Portfolio Vehicles when the fee is actually received in cash and the amount of such fee reduction has been determined by Bain Capital Credit in good faith. Such reductions will generally be credited on a regular basis. To the extent that any such credit would reduce the Advisory Fee for a given quarter below zero, such credit will be carried forward for future application. Fee offset calculations are generally expected to be performed on a one quarter lag basis. These fees may be significant and may, in some instances, exceed the fees payable by Bain Capital Credit Clients to Bain Capital Credit for investment management or investment advisory services in one or more quarters. Any such reduction of the Bain Capital Credit Clients' Advisory Fee will be limited to the extent of Bain Capital Credit Clients' proportionate interest in any such portfolio

company. Further, for the avoidance of doubt, references to officers, employees, and partners for purposes of determining the Bain Capital Credit and the applicable offsets of certain amounts paid to the Bain Capital Credit as described above are intended to refer to applicable designations or titles held by relevant individuals and not to any equity holder legal designations. Notwithstanding anything to the contrary described herein or in the governing agreements, it is intended that compensation or fees received by any of the Affiliate Advisers (other than the Bain Capital Credit) or their respective officers, employees and partners in their capacities as such or entities the majority of the economic interests in which are held by such persons, are not subject to the Advisory Fee offset described above, or otherwise shared with Bain Capital Credit Clients and/or investors.

From time to time, employees of Bain Capital Credit may also be asked to serve as directors of, or observers with respect to, certain entities in which Bain Capital Credit Clients have fully exited their ownership interest and/or following the termination of such employees' employment with Bain Capital Credit. In such circumstances, any compensation or fees received by such former employees is not subject to the Advisory Fee offset described above, or otherwise shared with Bain Capital Credit Clients and/or investors. As a general matter, a representative of Bain Capital Credit who serves as a portfolio company director owes duties to the portfolio company and its shareholders. In limited circumstances, the director may face a conflict of interest between the director's duties to the portfolio company and the Bain Capital Credit Client, another Related Client. If a material conflict of interest should arise with respect to a board matter, the director, in such capacity, and, subject to any contractual rights it may have, may be required to act in the best interests of the portfolio company and its shareholders, which interests may be different than those of the Bain Capital Credit Client, another Related Client. Decisions made by a director may subject Bain Capital Credit, its affiliates, or the Bain Capital Credit Client to claims it would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims, and other director-related claims. In general, the Bain Capital Credit Client will indemnify Bain Capital Credit and any other related persons from such claims.

Bain Capital Credit is not required by certain agreements to provide Bain capital Credit Clients or investors with information regarding the amounts of these fees and reimbursements, although sometimes portfolio companies disclose fees for Portfolio Services and Transaction Services in materials such as debt or other securities filings and offering memoranda. Although Bain Capital Credit and/or its affiliates are expected to receive these fees and reimbursements from Portfolio Vehicles, the opportunity to earn these fees and receive these reimbursements will create a conflict of interest between Bain Capital Credit or its affiliates, on the one hand, and Bain Capital Credit Clients and investors, on the other hand, because the amounts of such fees and reimbursements may be substantial, Bain Capital Credit Clients and investors do not have an interest in Bain Capital Credit its affiliates and the rights of Bain Capital Credit Clients and investors to these fees and reimbursements is limited to the sharing arrangements described in the applicable agreements. Additionally, the opportunity to earn these fees and reimbursements and the formulation of the Advisory Fee at certain times during the life of the Bain Capital Credit Client and the existence of Bain Capital Credit's Carried Interest Allocation create an incentive for Bai Capital Credit to cause the Bain Capital Credit Client to make more investments, and to make more speculative investments, than it would otherwise make in the absence of such fees, such formulation of the Advisory Fee and such Carried Interest Allocation.

Bain Capital Credit and the Affiliate Advisors have existing and potential advisory and other relationships with a significant number of companies and other clients, and have in the past provided, and are expected in the future to provide, financing, services, advice or otherwise deal with third parties whose interests conflict with the interests of Bain Capital Credit Clients' portfolio companies, such as their competitors, suppliers, or customers. On occasion, Bain Capital Credit or an Affiliate Adviser will recommend or cause such a third party to take actions that are adverse to the Bain Capital Credit Client or the Bain Capital Credit Client's investments. Services required by the Bain Capital Credit Client (including some services historically provided by Bain Capital Credit or its affiliates) may, for certain reasons including efficiency and economic considerations, be outsourced in whole or in part to third parties or licensed software, in each case in the discretion of Bain Capital Credit or its affiliates. Bain Capital Credit and its affiliates have an incentive to outsource such services at the expense of the Bain Capital Credit Client to, among other things, leverage the use of Bain Capital Credit personnel. Such services may include deal sourcing, asset management, information technology, licensed software, depository, data processing, client relations, administration, custodial, marketing and marketing reviews, accounting, valuation, legal, human resources, client services, compliance, corporate secretarial and tax support, director services and other similar services. Outsourcing may not occur universally for all Bain Capital Credit Clients, and accordingly, certain costs may be incurred by an Bain Capital Credit Client for a third-party service provider that are not incurred for comparable services by other Bain Capital Credit Clients. The decision by Bain Capital Credit to initially perform a service for the Bain Capital Credit Client in-house does not preclude a later decision to outsource such services (or any additional services) in whole or in part to a third-party service provider in the future, and Bain Capital Credit has no obligation to inform the Bain Capital Credit Client or the investors of such a change. In addition, certain internal service providers (such as internal accountants) may "shadow" or otherwise review the reports of other services provided by such third parties. The costs and expenses of any such third-party service providers will be borne by the relevant Bain Capital Credit Client.

Expense Reimbursement

Certain expenses are paid for by Bain Capital Credit Clients and/or their investments or, if incurred by Bain Capital Credit, are reimbursed by Bain Capital Credit Clients and/or their investments. Bain Capital Credit may not necessarily seek out the lowest cost options when incurring (or causing Bain Capital Credit Clients or their investments to incur) such expenses, and instead considers a range of qualitative factors when making engagement decisions.

This could result in lower returns to investors. Where such rates or terms include hourly components, Bain Capital Credit reserves the right to rely on its or third parties' approximations or estimates of time spent for purposes of allocating or charging for services. Although Bain Capital Credit generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining and recommending service providers. Additionally, where Bain Capital Credit Clients own an equity stake in an investment, the value of their equity investment will be affected by expenses incurred by such investment. Such expenses may include costs incurred by personnel of Bain Capital in connection with board positions and other activities with respect to such investment, including reimbursement for out-of-pocket expenses incurred in connection

with such activities.

Incentive Allocation and Valuations

Bain Capital Credit and/or the General Partner of a Bain Capital Credit Partnership generally is entitled to carried interest under the terms of the partnership agreement. Bain Capital Credit is also entitled to an incentive compensation under the terms of its collateral management agreements with CLOs. The existence of carried interest and/or other incentive compensation could create an incentive for Bain Capital Credit to make more speculative investments than it would otherwise make in the absence of performance-based compensation. Bain Capital Credit values the investments held by Bain Capital Credit Clients. If these valuations are incorrect, the amount and timing of the payment of carried interest could be incorrect. In addition, the method of calculating the carried interest could result in conflicts of interest between Bain Capital Credit, on the one hand, and the investors in Bain Capital Credit Clients on the other hand, with respect to the management, disposition, and valuation of investments. Bain Capital Credit also may have an incentive to hold on to investments that have poor prospects of improving in order to receive ongoing management fees and a larger carried interest.

The process of valuing securities for which reliable market quotations are not available or used 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. In addition, the applicable General Partner may or may not value the investments consistently with how the same or similar investments are valued by the General Partners of the other Related Clients. Bain Capital Credit may have an incentive to value an asset internally rather than subject to a third-party valuation agent.

The payment by Bain Capital Credit Clients of carried interest at varying rates may create an incentive for Bain Capital Credit to disproportionately allocate time, services or functions to Bain Capital Credit Clients paying carried interest at a higher rate.

Other Professional Services to Bain Capital Credit Clients and Portfolio Companies

Bain Capital Credit Clients are expected to pay and/or reimburse Bain Capital Credit for an allocable portion of the compensation (including salary, bonus, payroll taxes, and benefits) and expenses attributable to certain in-house legal and tax professionals employed by Bain Capital Credit or any Affiliate Advisers for services performed on behalf of Bain Capital Credit Clients, their investments, and portfolio companies (including any upfront tax structuring put in place in connection with the admission of limited partners). Costs of other internal professionals, including for auditing, accounting, domiciliation, consulting, ESG, procurement, technology, cybersecurity, bookkeeping, record keeping, clerical and other services are also expected to be borne by Bain Capital Credit Clients in the future consistent with the methodologies described herein. Bain Capital Credit will determine the cost of services performed by such in-house professionals by reference to the pro rata portion of the aggregate annual cash compensation paid to the employee (including salary, bonus, benefits, profits interests, payroll taxes, equity interests or other incentive-based compensation) for such professionals in their good faith but sole discretion. These allocation methodologies generally will include: requiring personnel, in a

reasonable manner, to record and allocate their time on a routine basis to Bain Capital Credit Clients, Bain Capital Credit Clients' investments or portfolio companies; and Bain Capital Credit may utilize any other methodologies it determines to be fair and reasonable under the circumstances. The allocation of such compensation and expenses between Bain Capital Credit and Bain Capital Credit Clients requires judgments as to methodology that Bain Capital Credit makes in its good faith but in their sole discretion. Because Bain Capital Credit's in-house expense calculation and allocation processes rely on certain judgments and assessments that in turn are based on information and estimates from various inputs, the calculations, and allocations that result may not be exact. In the future, Bain Capital Credit may use additional or different methods to allocate in-house expenses in a manner that it determines to be fair and reasonable. Partnership Expenses incurred in connection with services provided to the Bain Capital Credit Clients by Bain Capital Credit and its affiliates pursuant to the investment advisory agreement are generally expected to be borne by the Bain Capital Credit Clients, and Bain Capital Credit will not be required to bear (and will be entitled to reimbursement) of such expense.

Positions with Portfolio Companies

Bain Capital Credit's or another Affiliate Advisor's personnel, including former personnel serving on their behalf and at their request, generally are expected to, with respect to control investments serve as directors of portfolio companies. Any fees paid to such personnel of Bain Capital Credit (but not personnel of another Affiliate Advisor or former personnel of either) are offset against the Advisory Fee as discussed in "*Services to Portfolio Companies and Investment Vehicles*" above. Bain Capital Credit's or another Affiliate Advisor's personnel may also from time to time serve in interim, long-term or part-time operating and or management roles, or may provide additional services as a secondee or similar capacity including, in certain cases, serving as CEO or other executive positions at portfolio companies during their employment at Bain Capital Credit, another Affiliate Advisor or their affiliates. Any Bain Capital Credit personnel serving as an interim CEO or other executive may be rehired by Bain Capital Credit upon completion of their service to a portfolio company.

Under such an arrangement, with respect to control investments, Bain Capital Credit and/or the portfolio company may pay all or a portion of the salary or supervise or otherwise oversee the employment of such employees, which may create conflicts of interest when the employees are considering the interests of the Bain Capital Credit Clients and the interests of the portfolio company and may cause the Bain Capital Credit Clients to indirectly bear expenses. Certain fees paid to or received by the Bain Capital Credit Group are subject to the offset arrangements to the extent discussed above in in the Offering Documents. The salary and any other expenses related to the employment of such employees with such portfolio companies or platform organizations will be allocated on a basis that Bain Capital Credit determines in good faith is fair and equitable. Furthermore, the particular arrangement between such employees and such portfolio companies may change over time, particularly when an investment is realized. An employee may or may not return to Bain Capital Credit after the disposition of such portfolio company. Any additional fees paid to or received by Bain Capital Credit, or its personnel are subject to the offset arrangements discussed above. In addition, Bain Capital Credit's personnel may leave the employment of Bain Capital Credit or its affiliates and become an officer or employee of a portfolio company, and officers or employees of a portfolio company may become employees of Bain Capital Credit. Similarly, senior advisers may become employees, officers, or board members of a portfolio

company.

Bain Capital Credit from time to time, in its discretion, is expected to cause the Bain Capital Credit Clients and/or their portfolio companies to have ongoing business dealings, arrangements or agreements with persons who are former personnel of Bain Capital Credit. Bain Capital Credit Clients, Related Clients and/or their portfolio companies have in the past borne, and the Bain Capital Credit Clients and their portfolio companies are expected in the future to, bear, directly or indirectly, the costs of such dealings, arrangements, or agreements. In such circumstances, there may be a conflict of interest between Bain Capital Credit and the Bain Capital Credit Clients (or their portfolio companies) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that Bain Capital Credit may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

In addition, personnel of portfolio companies, vendors, service providers (including law firms and accounting firms) and investors of the Bain Capital Credit Clients, other Bain Capital Credit Clients and/or Related Clients may be seconded to, or serve internships at, Bain Capital and portfolio companies of the Bain Capital Credit Clients, and/or Related Clients. While the Bain Capital Credit Clients, the other Bain Capital Credit Clients and Related Clients and their portfolio companies are often the beneficiaries of these types of arrangements, Bain Capital is from time to time a beneficiary of these arrangements as well, including in circumstances where the vendor or service provider also provides services to the Bain Capital Credit Clients, and/or Related Clients in the ordinary course. Bain Capital or the portfolio company may or may not pay salaries or cover expenses associated with such secondees and interns, and if a portfolio company pays such costs it will be borne directly or indirectly by the Bain Capital Credit Clients, and Related Clients. The advisory fee will not be offset or reduced as a result of these secondments or internships or any fees, expense reimbursements or other costs related thereto. The personnel described above may provide services in respect of multiple matters, including in respect of matters related to Bain Capital, its affiliates and related parties, and any costs of such personnel may be allocated accordingly.

Conflicts Relating to the Purchase and Sale of Investments

Allocation of Investment Opportunities

Bain Capital Credit sponsors and manages various investment vehicles, and Bain Capital Credit expects to form new investment vehicles in the future. Bain Capital Credit seeks to allocate investment opportunities among Bain Capital Credit Clients in a manner consistent with its fiduciary obligations and overall fairness principles. In determining which Bain Capital Credit Clients will participate in investment opportunities, Bain Capital Credit seeks to act in the best interests of each of the Bain Capital Credit Clients, and to place the interests of Bain Capital Credit Clients above those of Bain Capital Credit and its affiliates. Bain Capital Credit Clients have generally vested the authority to make investment decisions in the sole discretion of Bain Capital Credit (including the relevant General Partners) and this authority is, in turn, delegated to particular portfolio managers for various strategies employed at Bain Capital Credit. Given its broad and diverse investment strategies, Bain Capital Credit tailors its investment decision-making process for both individual investments and the portfolio of a particular fund or strategy.

Bain Capital Credit's investment committee must approve certain investments. With respect to other investments, the portfolio managers, in consultation with the other senior investment professionals, exercise discretion in determining which investments are suitable for their particular strategies and Bain Capital Credit Clients.

Bain Capital Credit seeks to provide fair and equitable treatment – in good faith and to the extent reasonably possible – to Bain Capital Credit Clients sharing similar investment mandates and guidelines. However, because of differences in account size, account ramp-up or liquidation status, cash considerations, tax restrictions, regulatory restrictions, specific investment guidelines (including focused and geographic specific mandates), liquidity, the existence of predecessor and successor vehicles, the existence of vehicles with multi-strategy mandates, follow-on investments, and other considerations, it is expected that not all Bain Capital Credit Clients pursuing a similar strategy will participate in, or will receive a pro rata share of, every investment opportunity. The application of such considerations and the extent to which they are applied will be determined by Bain Capital Credit using its judgment. There also are certain circumstances, including when a new offering is oversubscribed in the market and Bain Capital Credit receives a smaller than preferred allocation, that Bain Capital Credit may determine consistent with its fiduciary duty that the transaction should not be allocated to every investment vehicle. Bain Capital Credit shall not make investment allocation determinations based on the amount or structure of any compensation that could be realized by Bain Capital Credit or its affiliates.

1940 Act Funds and other Bain Capital Credit Clients can invest alongside each other in certain circumstances when doing so is consistent with their investment strategy as well as applicable law and SEC staff interpretations. In addition, certain 1940 Act Funds and other Bain Capital Credit Clients can invest alongside each other pursuant to exemptive relief granted by the SEC – most recently amended on December 22, 2021. This exemptive relief enumerates various conditions that need to be followed by the participating investment vehicles. In some circumstances, due to regulatory considerations related to the 1940 Act, the 1940 Act Funds may not be considered eligible Bain Capital Credit Clients for allocation purposes. As a result, the 1940 Act Funds may not be able to participate in as many investments as the non-1940 Act Funds. In limited circumstances, non- 1940 Act Funds also may not be able to participate in an investment if 1940 Act Funds are participating. Similarly, there may be certain circumstances in which 1940 Act and non-1940 Act vehicles participate in the same transaction and – due to subsequent events – cannot participate in additional transactions in the same issuer. Conflicts also may arise if the 1940 Act vehicles hold different securities in an issuer's capital structure.

In addition, Bain Capital Credit currently has, and may in the future, enter into joint venture arrangements with third parties which could require it to split investment allocations with those third parties. While Bain Capital Credit believes such arrangements present Bain Capital Credit Clients with additional opportunities that may otherwise not have been present, Bain Capital Credit Clients could receive a smaller allocation of the applicable investment than if it had pursued the investment opportunity without a third party. In limited circumstances, Bain Capital Credit also may allocate investments to prospective investment vehicles that are imminently closing. Such allocations could limit or reduce investment opportunities for existing Bain Capital Credit Clients.

Allocation of Investment Opportunities Among Affiliate Advisers

Affiliated Advisers also sponsor and manage various investment vehicles, and expect to form additional vehicles in the future. From time to time, other Related Clients will invest in assets eligible for purchase by a Bain Capital Credit Client. The investment policies, fee arrangements, carried interest, investments owned by employees of Bain Capital Credit or the other Affiliate Advisers, and other circumstances of such Bain Capital Credit Client, often vary from those of other Related Clients. These relationships are likely to present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to the Bain Capital Credit Client. Subject to any requirements of the governing instruments of Bain Capital Credit Clients and other Related Clients, opportunities for investments will be allocated between a Bain Capital Credit Client and other Related Clients in a manner that Bain Capital Credit and the other Affiliate Advisers, as well as the Related Clients' respective general partners, believe in their sole discretion to be appropriate given factors they believe to be relevant. Such factors will generally include, but not be limited to, the investment objectives, geography, nature of the target's business, scale, transaction sourcing, liquidity, diversification, lender covenants and other limitations of Bain Capital Credit Clients and other Related Clients, and the amount of capital each then has available for such investment, any exclusive rights to investment opportunities that may have been granted to other Bain Capital Credit Clients or Related Clients, the expected duration of the investment in light of the term of the other Bain Capital Credit Clients and the other Related Clients, regulatory and tax considerations (including those related to the 1940 Act), the degree of risk arising from an investment, the expected investment return and such other factors as Bain Capital Credit and Bain Capital deems to be appropriate. In general, while investments sourced by an Affiliate Adviser that are appropriate for Related Clients advised by such Affiliate Adviser will first be made available to such other Related Clients, Bain Capital Credit and the other Affiliate Advisers have substantial discretion in allocating investment opportunities. The foregoing methodology for allocation of investment opportunities will likely vary over time and will be on a case-by-case basis.

Bain Capital Credit also reserves the right to make independent decisions with regard to when a Bain Capital Credit Client should purchase and sell investments, and the other Affiliate Advisers reserve similar rights with respect to the Related Clients that they advise. As a result, from time to time a Bain Capital Credit Client will be purchasing an investment at a time when another Related Client is selling the same or a similar investment, or vice versa. In the past and possibly in the future a Bain Capital Credit Client has invested in opportunities that other Related Clients have declined, and likewise, a Bain Capital Credit Client has declined to invest in opportunities in which other Related Clients have invested.

Investment in a Bain Capital Credit Partnership by Related Clients

Certain Related Clients will invest in a Bain Capital Credit Partnership as limited partners. Bain Capital Credit will, from time to time and in its sole discretion, provide the Affiliate Adviser of any such Related Clients certain information about the applicable Bain Capital Credit Partnership's investment portfolio, although it is under no obligation to do so and has the discretion to decide not to provide any such information at any time. As a condition of receiving such information, the Affiliate Adviser must agree that it will use such information solely for the

purpose of making investment recommendations to such Related Client with respect to hedging its long exposure to certain investment sectors and geographies, and not for the purpose of making any other investment recommendations to such Related Client or for any other purpose and it must agree not to disclose such information to any other person.

From time to time, a Bain Capital Credit Partnership will waive advisory fees and performance allocations, if applicable, with respect to Related Clients that are limited partners in such Bain Capital Credit Partnership. On occasion, Affiliate Advisers will receive advisory fees and performance allocations from the Related Clients. From time to time, the Related Clients will own equity in issuers of the loans to be held by a Bain Capital Credit Client, which will create a conflict of interest if the loans become distressed.

Investments Alongside Bain Capital Credit Clients and the Other Related Clients

Conflicts also arise when a Bain Capital Credit Client makes investments in conjunction with an investment made by other Related Clients, or in a transaction where another Related Client has already made an investment (including the investment by Bain Capital Credit Clients in the initial syndication of a loan made to a Related Client portfolio company). Investment opportunities have in the past and may in the future be appropriate for a Bain Capital Credit Client and certain Related Clients at the same, different, or overlapping levels of a portfolio company's capital structure. Conflicts also arise in determining the terms of investments, especially where Bain Capital Credit and/or other Affiliate Advisers control the structure of a transaction and its capitalization. For example, if a Bain Capital Credit Client is investing in debt securities, it will have an interest in structuring debt securities that have financial terms (such as interest rates, repayment terms, seniority, covenants, and events of default) that are more restrictive than another Related Client, as an equity owner, may desire and conflicts will arise if the debt securities become distressed. Another Related Client that holds an equity interest in a portfolio company may have a conflict of interest in recommending that such portfolio company take, or refrain from taking, certain actions with respect to debt securities held by a Bain Capital Credit Client or another Related Client. In addition, a conflict will arise in allocating an investment opportunity if the potential target could be acquired by another Bain Capital Credit Client or a portfolio company of another Bain Capital Credit Client.

There can be no assurance that the return on a Bain Capital Credit Client's investments will not be less than the returns obtained by other Related Clients participating in the transaction. Employees and related persons of Bain Capital Credit and the other Affiliate Advisers have made or may make large capital investments in or alongside certain other Related Clients, and therefore will have additional conflicting interests in connection with joint investments. Each Affiliate Adviser will determine all matters relating to structuring transactions and capitalizing portfolio companies, including the amount and terms of securities and allocation of securities among the involved Related Clients, using its best judgment considering all factors it deems relevant, but in its sole discretion. The allocation of securities as among Bain Capital Credit Clients and as between Bain Capital Credit Clients and other Related Clients will likely be affected by a fund's stage in its life cycle. For example, the Bain Capital Credit or an Affiliate Adviser may be incentivized to allocate investment opportunities (including investment opportunities in existing portfolio companies or one or more Related Clients) to a newly organized Related Client in

priority to another Related Client that is nearing, or has reached, the end of its investment period.

Co-Investments Alongside the Other Related Clients

Certain Bain Capital Credit Clients will, from time to time, make co-investments in transactions sourced by Bain Capital Private Equity, LP, Bain Capital Ventures, LP, Bain Capital Public Equity, LP, Bain Capital Double Impact, Bain Capital Life Sciences, Bain Capital Real Estate, or other Affiliate Advisers. When such a Related Client makes a private equity and other investment, the applicable Affiliate Adviser will often perform management, advisory, investment banking, financial advisory and other services for, and will receive fees from, actual or prospective portfolio companies. Additionally, a portfolio company of a Bain Capital Credit Client advised by an Affiliate Adviser will generally reimburse such Affiliate Adviser for expenses incurred by such Affiliate Adviser in connection with its performance of services for such portfolio company. Although an Affiliate Adviser receives these fees and reimbursements from actual or prospective portfolio companies, the opportunity to earn these fees creates a conflict of interest between the Affiliate Adviser, on the one hand, and, to the extent such Bain Capital Credit Client co-invests in the transaction, the Bain Capital Credit Client on the other hand, because the amounts of such fees and reimbursements are often substantial and the Bain Capital Credit Client will not share in such fees and reimbursements.

Third Party Co-Investment Opportunities

Bain Capital Credit anticipates that co-investment opportunities will arise with respect to future Bain Capital Credit Clients' investments, including with respect to investments that have been acquired by Bain Capital Credit Clients as well as future investments. The availability and amount of co-investment opportunities with respect to any particular Bain Capital Credit Client investment is initially dependent on the determination of the appropriate amount of the investment that should be allocated to the applicable Bain Capital Credit Client taking into account a variety of factors, including sector and industry diversification considerations, the term of the investment and investment period of the applicable Bain Capital Credit Clients as well as other factors. The amount that may be offered as a co-investment opportunity may be limited by, among other things, the amount allocated to co-sponsors, strategic investors, or other persons whose involvement was influential in obtaining or closing the investment, or who provide a benefit or potential benefit to the potential portfolio company which may include certain limited partners (collectively, "Co-Underwriters"). Co-Underwriters are generally expected to (i) be involved from the beginning or early stages of the investment process, (ii) share in due diligence costs and (iii) invest alongside the applicable Bain Capital Credit Client. To the extent that, taking into account the foregoing and other considerations, Bain Capital Credit has a co-investment opportunity to offer, Bain Capital Credit intends to offer the remaining opportunity, in its sole discretion, may offer such opportunity to Third Parties and/or to limited partners or other investors who have indicated to Bain Capital Credit and/or an affiliate an interest in participating in syndicated co-investment opportunities (each, a "Co-Investor" and collectively, the "Co-Investors"). In the case of a co-investment opportunity involving a Related Client, such Related Client may constitute a Co-Underwriter or a Co-Investor depending on such Related Client's involvement in the investment and similar related facts and circumstances. To the extent a Related Client is an internal investment vehicle of Bain Capital, the conflicts described herein

would be heightened in light of the economic interest of the Bain Capital personnel in such Related Client.

To the extent any such third parties participate in an investment opportunity pursuant to the foregoing, Bain Capital may, in its sole discretion, participate in such third-party investment opportunity as a co-investor (including through any internal vehicles) in an amount up to the in the same proportion as its co-investment commitment bears to the aggregate capital commitments of the Bain Capital Credit Clients. For the avoidance of doubt, any participation by Bain Capital in such third-party investment opportunity shall be in addition to its co-investment commitment to the Bain Capital Credit Clients.

Subject to any investment allocation requirements, no limited partner has a right to participate in or receive notice of any such co-investment opportunity and Bain Capital Credit cannot guarantee co-investment opportunities either in particular investments or of a particular scale. Decisions regarding whether and to whom to offer such co-investment opportunities are made in the sole discretion of Bain Capital Credit. Such co-investment opportunities if offered to limited partners of Bain Capital Credit Clients, will be typically offered to some and not other limited partners of Bain Capital Credit Clients, in the sole discretion of Bain Capital Credit, and limited partners may be offered a smaller amount of co-investment opportunities than originally requested and a limited partner may be offered fewer co-investment opportunities than other limited partners with the same, larger or smaller capital commitments to the same Bain Capital Credit Clients. Co-Investors have in the past and are expected to in the future purchase their interests in a portfolio company at the same time as Bain Capital Credit Clients, or purchase such interests from the applicable Bain Capital Credit Clients after such Bain Capital Credit Clients have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer). In that regard, Bain Capital Credit Funds may use their credit facility to acquire a position of an investment that they intend to sell down to a Co-Investor, thereby using the Bain Capital Credit Clients' credit facilities to bridge the co-investor's participation in the co-investment. In such instances, Bain Capital Credit Clients will bear the entire cost of the interest from the credit facility, even though the investment may ultimately be made by other co-investors. Furthermore, while highly unlikely, it is possible that one of the co-investors could default on its obligation to reimburse Bain Capital Credit Clients and as a result, Bain Capital Credit Clients will bear a disproportionate amount of credit risk. Each co-investment opportunity (should any exist) is likely to be different and allocation of each such opportunity will be dependent upon the facts and circumstances specific to that unique situation (e.g., timing, industry, size, geography, asset class, projected holding period, exit strategy and counterparty).

Subject to the foregoing considerations, in exercising its discretion to allocate co-investment opportunities with respect to a particular investment to and among potential Co-Investors and the terms thereof, Bain Capital Credit considers some or all of a wide range of factors, which may include their own interests and/or one or more of the following:

- Bain Capital Credit's evaluation of the potential Co-Investor's level of interest in investment opportunities (including level of interest in a particular industry or type of business), and size and financial resources of the potential co-investor party;

- Bain Capital Credit's perception of the ability of that potential Co-Investor (in terms of, for example, staffing, expertise and other resources) to efficiently and expeditiously participate in the investment opportunity with the relevant Bain Capital Credit Clients without harming or otherwise prejudicing such Bain Capital Credit Clients, in particular when the investment opportunity is time-sensitive in nature, as is typically the case (including whether the potential Co-Investor has a complicated tax structure that would require particular structuring implementation or covenants that would not otherwise be required);
- Whether Bain Capital Credit determines that allocating investment opportunities to a potential co-investment party will help establish, recognize, strengthen and/or cultivate relationships that may provide longer-term benefits to the Bain Capital Credit Clients or future Bain Capital Credit Clients, Bain Capital Credit, the Affiliate Advisers or the applicable portfolio company;
- Whether a potential Co-Investor has a history of participating in opportunities and Bain Capital Credit's evaluation of its past experiences and relationships with the potential Co-Investor, such as the willingness or ability of such person to respond promptly and/or affirmatively to potential investment opportunities previously offered by Bain Capital Credit;
- Bain Capital Credit's evaluation of whether the profile or characteristics of the potential Co-Investor may have a positive or negative impact on the viability, prospects or terms of the proposed investment opportunity and the ability of the applicable Bain Capital Credit Client to take advantage of such opportunity (for example, if the potential Co-Investor is involved in the same industry as a prospective portfolio company in which a Bain Capital Credit Client wishes to invest, or if the identity of the potential Co-Investor, or the jurisdiction in which the potential Co-Investor is based, may affect the terms, structure, or cause other issues with respect to a Bain Capital Credit Client's participation in such investment opportunity);
- the ability of a potential Co-Investor to aid in operating or monitoring a portfolio company or the possession of certain expertise by a potential Co-Investor and the potential Co-Investor's relationship with the management team of the potential portfolio company and whether the potential Co-Investor has any existing positions in the portfolio company;
- whether the potential Co-Investor would require any governance rights that would complicate the transactions (or, alternatively, whether the potential Co-Investor would be willing to defer to Bain Capital Credit and assume a passive role in governing a portfolio company);
- any interests a potential Co-Investor has in any competitors of the portfolio company;
- Bain Capital Credit's evaluation of whether a particular potential Co-Investor has provided value in the sourcing, establishing relationships, participating in diligence

and/or negotiations for such potential transaction or is expected to provide value to the business or operations of a portfolio company post-closing;

- Bain Capital Credit's evaluation of whether the investment opportunity may subject the prospective portfolio company, the Bain Capital Credit Clients or the potential Co-Investor to legal, tax, regulatory, contractual, reporting, public relations, media or other burdens that make it less desirable for such Co-Investor to participate in a potential investment opportunity; and
- Any confidentiality concerns that may arise in connection with providing the potential Co-Investor with specific information relating to the investment opportunity in order to permit such person or entity to evaluate the investment opportunity.

The factors above are not listed in order of importance or priority and Bain Capital Credit is not required to, and does not, consider all of the factors described above in any particular investment and some factors may be more or less important depending upon the nature of the particular investment and attendant circumstances. Bain Capital Credit's exercise of its discretion in allocating investment opportunities among the applicable Bain Capital Credit Clients and the Co-Investors may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to other such persons. While Bain Capital Credit will determine how to allocate investment opportunities using its best judgment, considering such factors as it deems relevant, but in its sole discretion, there can be no assurance that a Bain Capital Credit Client's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which Bain Capital Credit may be subject, discussed herein, did not exist. For example, Bain Capital Credit may be incentivized to offer a co-investment opportunity to certain persons over others based on its economic arrangement with such persons (including, for example, whether Bain Capital Credit and/or the General Partner are entitled, under arrangements made with certain potential co-investment parties, to additional management fees and/or carried interest based on the availability of co-investment opportunities offered to such parties).

Co-investment opportunities will generally be made available through limited partnerships or other entities formed and controlled by Bain Capital Credit or its affiliates. The terms of any such co-investment will be set by Bain Capital Credit in its discretion, subject to acceptance by each potential Co-Investor, and may include preferable terms and conditions offered only to one or more Co-Investors (including terms and conditions offered only to Co-Underwriters). Bain Capital Credit or its affiliates may charge Co-Investors (and/or the limited partnerships or other entities through which they invest) a carried interest, management fee, placement fee, brokerage fee, finder's fee and/or other co-investment fee with respect to any co-investment, and no such fees shall be for the benefit of Bain Capital Credit Clients or reduce any management fee, profits interest or other obligation of Bain Capital Credit Clients. If such fees are charged, the amount of such fees, taken as a whole, will generally be less than the amount of management fees and profits interest borne by limited partners with respect to an investment by a Bain Capital Credit Client. Such fees are expected to be charged to some but not all Co-Investors in a particular co-investment and/or on some but not all co-investments made alongside Bain Capital Credit

Clients. However, the opportunity for Bain Capital Credit or its affiliates to earn various fees and other compensation from Co-Investors nevertheless creates a conflict of interest between such entities, on the one hand, and Bain Capital Credit Clients and their investors, on the other hand, when it comes to investment allocation decisions, among other things, because such fees and other compensation are often substantial and neither the Bain Capital Credit Clients nor their investors will share in such fees and other compensation. Further, Bain Capital Credit Clients generally are expected to have a higher expense ratio than the expense ratio associated with any particular co-investment. In particular, if a prospective Bain Capital Credit Client investment fails to complete, the costs associated with investigating and pursuing such Bain Capital Credit Client investment will be borne by such Bain Capital Credit Client, notwithstanding that if such Bain Capital Credit Client investment were completed, a portion of such investment may be taken up by Co-Investors. Accordingly, limited partners that participate in co-investments may have significantly higher net returns from their investments than limited partners that do not, or cannot, so participate.

A Bain Capital Credit Client may sell down an interest in its portfolio companies to Co-Investors at fair market value or at cost plus an interest charge. Subject to the applicable limited partnership agreements (or analogous organizational documents), Bain Capital Credit may charge a Co-Investor (such as an investor or a third party) interest costs for the time period between the closing of the applicable Bain Capital Credit Client's investment in a portfolio company to the date of the transfer of interests in such portfolio company to the applicable Co-Investor. In addition, in the event Bain Capital Credit determines to offer an investment opportunity to Co-Investors, there can be no assurance that Bain Capital Credit will be successful in offering such co-investment opportunity to any potential Co-Investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on terms and conditions that will be preferable for a Bain Capital Credit Client or that expenses incurred by a Bain Capital Credit Client with respect to the syndication of the co-investment will not be substantial. In the event that Bain Capital Credit is not successful in offering a co-investment opportunity to potential Co-Investors, in whole or in part, such Bain Capital Credit Client will consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make a Bain Capital Credit Client more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. Moreover, an investment by a Bain Capital Credit Client which is not shared with one or more Co-Underwriters or syndicated to Co-Investors as originally anticipated could significantly reduce such Bain Capital Credit Client's overall investment returns.

Investment in Other Bain Capital Credit Clients

Bain Capital Credit Clients have in the past and may in the future invest in other funds or structured products sponsored by Bain Capital Credit or other Affiliate Advisers. A Bain Capital Credit Client's interest in any such fund or structured product would be subject to the terms and conditions of such fund or product, including fees, carried interest and other incentive compensation, provided that the general partner of, and the Affiliate Adviser to, such fund or product, may in their sole discretion waive all or a portion of such fees, carried interest and other incentive compensation with respect to the Bain Capital Credit Client.

Bain Capital Credit, its advisory affiliates, or one or more Bain Capital Credit Clients may also invest in one or more classes of notes of Bain Capital Credit managed CLOs. Such investment could create an incentive for Bain Capital Credit to cause the CLO to take, or to refrain from taking, certain actions that could be adverse to the interests of certain holders of CLO notes. Such actions may include, but are not limited to, causing or not causing a CLO to reset, refinance or reprice, or redeem.

Insurance Expenses

Bain Capital Credit and the general partners of Bain Capital Credit Partnerships may cause Bain Capital Credit Clients to purchase, or share in the expenses of, insurance policies, including insurance policies covering more than one Related Client and the activities of Bain Capital generally, that Bain Capital Credit considers necessary or appropriate for the conduct of the business of Bain Capital Credit Clients, including key personnel insurance policies naming Bain Capital Credit Clients as beneficiaries and insurance policies covering any person individually against all claims and liabilities of every nature arising by reason of being, or holding, having held, or having agreed to hold office as, a partner, officer, member of the advisory board, employee, agent, investment advisor or manager, or independent contractor of Bain Capital Credit Clients, or being, serving, having served, or having agreed to serve at the request of the Bain Capital Credit Clients as a partner, director, trustee, officer, member, employee, agent or independent contractor of another partnership, limited liability company, corporation, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by any such person in any of the foregoing capacities, including any action taken or omitted that may be determined to constitute negligence, whether or not in the case of insurance Bain Capital Credit Clients would have the power to indemnify such person against such liability. Bain Capital Credit Clients' share (as determined by Bain Capital Credit) of fees and expenses incurred in connection with obtaining and maintaining any such insurance policy or policies, including any commissions and premiums and any expenses incurred in connection with the investigation, prosecution, defense, judgment, or settlement of litigation related to such insurance policies, will be Bain Capital Credit Client expenses. Such shared insurance policies have an overall cap on coverage for all the insured parties thereunder for each policy period. To the extent insurable claims exceed such cap, Bain Capital Credit Clients may not receive as much in insurance proceeds as it would have received if separate insurance policies had been purchased for each insured party for that policy period. Similarly, multiple insured claims may be made during a single policy period and subject to a single overall cap. To the extent insurance proceeds for one such claim are applied towards a cap and Bain Capital Credit Clients later experience an insurable claim within the same policy period, Bain Capital Credit Clients' receipt from such insurance policy may also be diminished. Such shared insurance policies have an overall cap on coverage for all the insured parties thereunder for each policy period. To the extent insurable claims exceed such cap, Bain Capital Credit Clients may not receive as much in insurance proceeds as it would have received if separate insurance policies had been purchased for each insured party for that policy period. Similarly, multiple insured claims may be made during a single policy period and subject to a single overall cap. To the extent insurance proceeds for one such claim are applied towards a cap and Bain Capital Credit Clients later experiences an insurable claim within the same policy period, the Bain Capital Credit Client's receipts from

such insurance policy may also be diminished.

Allocation of Fees and Expenses Among Affiliate Advisors

The appropriate allocation of expenses and fees generated in the course of evaluating and making investments often will not be clear, especially where more than one Bain Capital Credit Client, Related Client, or other affiliated person participates or may participate in a specific investment. In general, each relevant Affiliate Adviser will participate in the resolution of all such matters using its best judgment, considering all factors it deems relevant, but in its sole discretion. In addition, Bain Capital Credit and other Affiliate Advisers have a conflict of interest in determining the appropriate allocation of expenses among a Bain Capital Credit Client and Related Clients.

Expenses related to investments are generally expected to be allocated based on factors Bain Capital Credit deems equitable and reasonable, including the timing of an investment relative to the incurrence of the expense. If Bain Capital Credit Clients, Related Clients, Affiliate Advisers, or third parties participate in an investment simultaneously, such expenses are expected to be allocated among the intended participants in such investment on a pro rata basis. Alternatively, other Bain Capital Credit Clients, Related Clients, Affiliate Advisers, and third parties might not participate in an investment opportunity at the time such investment expenses are incurred. In such instances, a participating Bain Capital Credit Client is generally expected to bear most, if not all, of the investment-related expenses incurred with respect to an investment that is not allocated to any other Bain Capital Credit Client, Related Client, Affiliated Adviser, or third party.

Where a Bain Capital Credit Client receives an allocation of an investment opportunity prior to other Bain Capital Credit Clients, Related Clients, Affiliate Advisers, or third parties, that Bain Capital Credit Client might bear all investment-related expenses associated with such investment opportunity, even if others participate in such investment opportunity after the initial investment therein. Because a Bain Capital Credit Client will frequently invest in an investment opportunity prior to investment in such opportunity by other Bain Capital Credit Clients, Related Clients, Affiliate Advisers, or third parties, such other funds or accounts are expected to bear lower investment-related expenses than the Bain Capital Credit Client with respect to such investment. Where an investment is first made by one Bain Capital Credit Client and then subsequently made by such other Bain Capital Credit Clients, Related Clients, Affiliate Advisers, or third parties, it is not expected that previously incurred investment-related expenses will be reallocated across all participating funds and accounts. As a result of the foregoing, Bain Capital Credit and other Affiliate Advisers might have an incentive to cause other Related Clients or third parties to invest after (as opposed to prior to or alongside) the Bain Capital Credit Client.

The appropriate allocation among Bain Capital Credit Clients, Related Clients, Affiliate Advisers, and/or third parties of expenses and fees generated in the course of evaluating potential investments including co-investments and syndications thereof which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees, and the fees of other professionals, as well as expenses and fees related to the organization of any co-invest entities, will be determined by Bain Capital Credit, the Affiliate Advisers, and their respective affiliates

in good faith, consistent with the respective organizational documents of such Bain Capital Credit Clients or Related Clients, as applicable. There may be no third party that has agreed to share expenses with the Bain Capital Credit Client if the investment is not consummated, with the result that the Bain Capital Credit Client may bear all of the expenses relating to that potential co-investment notwithstanding that third parties may have benefitted from the opportunity to review, investigate, and otherwise assess that potential investment, or that such third parties may be entitled to receive all or a portion of any termination fees paid in respect of such unconsummated co-investment. Furthermore, where an unconsummated investment opportunity has been presented to a Bain Capital Credit Client and investment-related expenses have been incurred, prospective investors should assume that the Bain Capital Credit Client will bear all investment-related expenses associated with such unconsummated investment, even if other Bain Capital Credit Clients, Related Clients, Affiliate Advisers, or third parties would have participated in such investment had it been consummated.

When Bain Capital Credit and the other Affiliate Advisers incur expenses that are unrelated to a specific investment, but were related to Bain Capital Credit Clients and/or Related Clients, they will typically allocate such expenses among all Bain Capital Credit Clients and Related Clients eligible to reimburse expenses of the applicable nature, to the extent Bain Capital Credit and the other Affiliate Advisers deem such allocation reasonable. For example, eligible Bain Capital Credit Clients and/or Related Clients will be allocated certain expenses that are unrelated to a specific investment, such as industry level research, agency ratings, Bloomberg licenses and similar vendor costs, director/officer insurance premiums, and other investment expenses necessary for the applicable investment strategy but not related to a particular investment. Bain Capital Credit expects to allocate all of these non-specific investment expenses to eligible Bain Capital Credit Clients and/or Related Clients on a pro rata basis and ultimately in a reasonable and good faith manner. Bain Capital Credit Clients that are ineligible to bear these types of expenses (due to contractual limits or otherwise) will not be charged, although they are expected to receive some of the benefit associated with such expenses.

Although certain Bain Capital Credit Clients would bear their share of such expenses, it is possible that Bain Capital Credit, Affiliate Advisers, other Bain Capital Credit Clients, and/or Related Clients will receive some or even all of the intended benefit (whether a good, service, research or otherwise) associated with such expense. For example, it is possible that certain Bain Capital Credit Clients, Related Clients, and/or Affiliate Advisers may benefit, to the extent permitted by applicable law, from research materials initially procured in the course of evaluating potential investments on behalf of other Bain Capital Credit Clients without agreeing to share expenses with such other Bain Capital Credit Clients for such research materials or services.

Investments sourced and evaluated by Bain Capital Credit that are deemed inappropriate and rejected for investment by Bain Capital Credit Clients have in the past and may in the future be offered to the Affiliate Advisers for investment by the Related Clients or for investment directly by Affiliated Adviser personnel. The Related Clients or Affiliated Adviser personnel will, for some investments, benefit from the evaluation and due diligence undertaken by Bain Capital Credit on behalf of Bain Capital Credit Clients. In such circumstances, the Related Clients and/or Bain Capital personnel that have invested are generally expected to be allocated the expenses, as

determined appropriate in good faith by the applicable general partner of the applicable Bain Capital Credit Client, incurred by the Bain Capital Credit and/or incurred by the applicable Bain Capital Credit Client as they relate to such investment. In the event that none, or only a portion, of such expenses are allocated to the purchasing Related Clients and/or Bain Capital personnel, a conflict of interest arises because such purchasing Related Clients and/or Bain Capital personnel will, with respect to certain investments, receive some benefit from the evaluation, investigation and due diligence undertaken by Bain Capital on behalf of Bain Capital Credit Clients without having borne any or a proportional amount of related expenses.

Multiple Levels of Fees & Expenses

A Bain Capital Credit Client may invest in a pooled investment vehicle that is advised by a third party manager, including registered investment companies (“Underlying Fund”). In such a case, the Bain Capital Credit Client could bear not only the direct management fees and other expenses associated with their investment vehicle, but also the expenses and fees associated with the investment in the Underlying Fund. While often such fees and expenses are offset in accordance with Bain Capital Credit Client documents, investors could be charged by both the Underlying Fund and Bain Capital Credit.

The valuation of a Bain Capital Credit Client’s investment in an Underlying Fund in many cases will be based on information provided by the third party managers of the Underlying Funds. Certain securities in which the Underlying Funds invest may not have a readily ascertainable market price and will be valued by the third party managers of the Underlying Funds or their administrators. In this regard, a third party manager may face a conflict of interest in valuing the securities, as its value will affect the third party manager’s compensation, both with respect to fixed asset-based fees, as well as performance-based fees and allocations. Such compensation may be based on calculations of realized and unrealized gains made by the third party manager without independent oversight. In addition, Bain Capital Credit Clients do not control any of the third party managers, their choice of investments, or any other of their investment decisions.

Affiliated Servicing Businesses

Affiliates of Bain Capital Credit and portfolio companies of Bain Capital Credit Clients and Related Clients are engaged in loan and other asset servicing businesses. In connection with their activities, such servicing businesses may receive certain fees, including, arranger, brokerage, placement, syndication, solicitation or underwriting, agency, origination, sourcing, structuring, collateral management, advisory, commitment, facility, float or other fees, discounts, spreads, commissions and concessions, and other fees received as part of such servicing businesses. Such fees may be charged in various ways, including on an arms’ length basis. Bain Capital Credit Clients, Bain Capital Credit Clients’ portfolio companies or its investments expect to engage such servicing businesses and Bain Capital Credit Clients would bear the fees of such servicing businesses. None of these fees will be applied to reduce the Advisory Fee or other fees payable by Bain Capital Credit Clients or any of their investments or otherwise directly or indirectly benefit Bain Capital Credit Clients. Such fees will be borne by Bain Capital Credit Clients, portfolio companies or by the Bain Capital Credit Clients’ investments, as applicable. These items may vary per Bain Capital Credit Client and are subject to the applicable offering materials,

agreements, and governing documents of each Bain Capital Credit Client.

The relationship between Bain Capital Credit and the affiliated servicing companies may give rise to conflicts of interest among Bain Capital Credit and Bain Capital Credit Clients, with respect to which the servicing companies provide services, or Bain Capital Credit Clients which have an interest in any portfolio companies, issuers or investment vehicles of the Bain Capital Credit Clients or other investment vehicles to which the servicing companies provide services, on the other hand because certain fees and expenses incurred by the servicing company are borne by Bain Capital Credit Clients, deal-related investment vehicles of Bain Capital Credit Clients or portfolio companies to which the servicing company provides services. In addition, Bain Capital Credit may be incentivized to utilize an affiliated servicing company to provide services instead of a third-party service provider. Certain persons of Bain Capital Credit that are involved in providing portfolio management services to Bain Capital Credit Client, its deal-related investment vehicles and other Bain Capital Credit Clients and their deal-related investment vehicles on behalf of Bain Capital Credit also will be involved in the business and operations of the servicing companies and the servicing companies may also provide services to other Bain Capital Credit Clients, their deal-related investment vehicles and/or their portfolio companies and investments. The servicing companies and such individuals may face conflicts of interest in dedicating time and resources to Bain Capital Credit Client, its deal-related investment vehicles and/or its investments and other Bain Capital Credit Clients, their deal-related investment vehicles, and/or such other Bain Capital Credit Clients' investments.

Bain Capital Credit expects that the fees received by the servicing companies will be reasonable in relation to the cost of obtaining similar services from third parties. Bain Capital Credit will determine, in good faith but in its discretion, the cost of obtaining services similar to the servicing, asset management advisory, reporting, due diligence and similar services provided by the servicing companies by benchmarking the value of such services against the cost for services of similarly experienced professionals at firms providing services similar to the servicing companies. In respect of benchmarking, while Bain Capital expects to obtain benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by servicing companies in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g., different assets may receive different services). Moreover, while Bain Capital Credit expects to benchmark such services against those provided by firms providing services similar to the servicing companies, there can be no guarantee that the Bain Capital Credit Client,

its deal-related investment vehicles and/or its investments would independently retain a similar servicing firm of similar quality and/or cost.

The allocation of such fees and expenses among Bain Capital Credit Clients and Bain Capital Credit, as applicable, will be determined by Bain Capital Credit in good faith using best efforts to allocate such amounts in a fair, equitable and reasonable manner.

The Portfolio Company Servicers

The Bain Capital Credit Clients, and their portfolio companies and/or investments from time to time engage Portfolio Company Servicers to provide servicing, reporting, due diligence and/or other similar services. In addition, a Portfolio Company Servicer may be established or acquired by the Bain Capital Credit Clients. A Portfolio Company Servicer typically charges the Bain Capital Credit Clients, or their respective portfolio companies and/or investments a fee (“Portfolio Company Servicing Fees”) in connection with the provision of services and/or may receive reimbursement for its costs and expenses. Portfolio Company Servicing Fees and reimbursements payable by the Bain Capital Credit Clients or any of their portfolio companies and/or investments will be an expense, and any Portfolio Company Servicing Fee or reimbursements paid to a Portfolio Company Servicer will not be applied to reduce the Advisory Fee or other fees payable by the Bain Capital Credit Clients or any of its portfolio companies and/or investments or otherwise directly or indirectly benefit the fund. The provision of services by any such Portfolio Company Servicer to the Bain Capital Credit Clients or their portfolio companies and/or investments and the payment of such Portfolio Company Servicing Fees and reimbursements will not require the approval of the Advisory Board.

Bain Capital Credit expects that the Portfolio Company Servicing Fees received by a Portfolio Company Servicer will be reasonable in relation to the cost of obtaining similar services from third parties. For the avoidance of doubt, Bain Capital Credit expects that the Portfolio Company Servicers will earn a profit in connection with the provision of these services. Bain Capital Credit will determine, in good faith but in its discretion, the cost of obtaining similar services to those similar to those provided by the Portfolio Company Servicer by benchmarking the value of such services against the cost for services of similarly experienced professionals at firms providing services similar to the Portfolio Company Servicer. In respect of benchmarking, while Bain Capital Credit expects to obtain benchmarking data regarding the rates charged or quoted by third parties for services similar to those provided by the Portfolio Company Servicers in the applicable market or certain similar markets, relevant comparisons may not be available for a number of reasons, including, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g. different assets may receive different services). Moreover, while Bain Capital Credit expects to benchmark such services against those provided by firms providing services similar to the Portfolio Company Servicers, there can be no guarantee that the Bain Capital Credit Clients, their portfolio companies and/or investments would independently retain a similar servicing firm of similar quality and/or cost.

These arrangements have the potential for a conflict of interest to arise, particularly where the Bain Capital Credit Clients, or their portfolio companies and/or investments engage a Portfolio Company Servicer that is owned by another Bain Capital Credit Client. In these situations, the portfolio company and/or investment engaging the Portfolio Company Servicer will directly pay, or the Bain Capital Credit Clients will directly or indirectly pay, Portfolio Company Servicing Fees that benefit the other Bain Capital Credit Clients that own the applicable Portfolio Company Servicer and Bain Capital Credit has an incentive to cause the Bain Capital Credit Clients or their portfolio company and/or investment to utilize such a Portfolio Company Servicer. In addition, Bain Capital Credit may be incentivized to utilize a Portfolio Company Servicer to provide services instead of a Third-Party Service Provider, even if such Third-Party Service Provider is available at a lesser cost to the Bain Capital Credit Clients or their portfolio company and/or

investment. Conversely, where the Bain Capital Credit Clients or their portfolio company and/or investment own a Portfolio Company Servicer that is engaged by another Bain Capital Credit Client and/or its portfolio companies and/or investments, Bain Capital Credit could be incentivized to agree to terms or establish service levels (if applicable) that disproportionately favor the Bain Capital Credit Client involved.

Portfolio Company Servicers are generally expected to be owned and controlled by one or more Bain Capital Credit Clients (including co-investment vehicles), as well as the Bain Capital Credit Clients. Bain Capital Credit expects from time to time that it will cause the Bain Capital Credit Clients to purchase a Portfolio Company Servicer from, or sell a Portfolio Company Servicer to, a successor fund or another Bain Capital Credit Client. Bain Capital Credit will only cause the Bain Capital Credit Clients to engage in such transactions if it determines that the terms and conditions of such transactions are substantially as advantageous to the Bain Capital Credit Clients as the terms it would obtain in a comparable arm's length transaction with a third party if such transactions are effected at prices determined in accordance with the Bain Capital Credit Clients' valuation procedures or if the consent of the Advisory Board is obtained, though it is not required. In addition, Bain Capital Credit may choose to obtain a third party valuation for the Portfolio Company Servicer being transferred and is entitled to rely on such valuation. For the avoidance of doubt, Portfolio Company Servicers are not considered members of the "Bain Capital Group" under the partnership agreement and therefore transactions between the Bain Capital Credit Clients and such Portfolio Company Servicers are not subject to applicable conflict transaction restrictions in the Partnership Agreement. Please see "Cross Transactions" below for additional information related to these transactions.

The allocation of such fees and expenses among the Bain Capital Credit Clients and Bain Capital Credit will be determined by Bain Capital Credit in good faith using best efforts to allocate such amounts in a fair, equitable and reasonable manner.

Carried Interest

Affiliates of Bain Capital Credit are entitled to the carried interest allocation described herein. The existence of Bain Capital Credit's carried interest allocation creates an incentive for Bain Capital Credit to cause the Bain Capital Credit Clients to make more speculative investments than it would otherwise make in the absence of performance-based compensation. In calculating the carried interest allocation and making corresponding distributions, Bain Capital Credit will, in some but not all cases, use a third-party valuation agent to value the Bain Capital Credit Clients' investments to determine how distributions should be made. Bain Capital Credit will determine in its sole discretion when such a third-party valuation agent will be used and who such third-party valuation agent will be. If the valuations are incorrect, the amount and timing of the allocation of the carried interest allocation to Bain Capital Credit could be incorrect. In addition, the method of calculating the carried interest allocation results in conflicts of interest between Bain Capital Credit, on the one hand, and the limited partners, on the other hand, with respect to the management, disposition and valuation of investments.

Cross Transactions

Certain Bain Capital Credit Clients engage in cross transactions and some vehicles will engage in such trades more often than other vehicles depending on particular factors, including the nature of the vehicle, mandate, and ramping period, and Bain Capital Credit Clients from time to time represent frequent trading counterparties. Accordingly, Bain Capital Credit will cause certain Bain Capital Credit Clients to purchase investments from, or sell investments to, another Bain Capital Credit Client. Such transactions could create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Bain Capital Credit Client may not receive the best price otherwise possible, or Bain Capital Credit might have an incentive to improve the performance of one Bain Capital Credit Client by selling underperforming assets to another Bain Capital Credit Client. Additionally, in connection with such transactions, Bain Capital Credit (i) might have significant investments, or intentions to invest, in the Bain Capital Credit Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment. Bain Capital Credit and its affiliates may receive management or other fees or profits in connection with their management of the relevant Bain Capital Credit Clients involved in such a transaction. Conflicts will also arise in connection with loans or other assets originated by a Bain Capital Credit Client and sold to other Bain Capital Credit Clients. On occasion, a Bain Capital Credit Client will sell a portion of any loans or other assets originated by a Bain Capital Credit Client; thus, a Bain Capital Credit Client's initial participation in such loans or other assets will be greater than it would have been if such a Bain Capital Credit Client did not expect to ultimately sell part of such loans or other assets to another Bain Capital Credit Client. To the extent a Bain Capital Credit Client purchases loans or other assets in order to sell a portion, a Bain Capital Credit Client will bear the risk of changes in the value of such loans or other assets during the period it holds such loans or other amounts and the amount of capital available to a Bain Capital Credit Client to pursue other investment opportunities will be reduced. The valuation of loans or other assets to be transferred from a Bain Capital Credit Client to other Bain Capital Credit Clients involves inherent conflicts of interest for Bain Capital Credit, including but not limited to, assets that may be illiquid or hard to value. In addition, certain 1940 Act Funds may participate in cross transactions provided certain conditions are met and that these conditions are consistent with SEC guidance.

Principal Transactions

Section 206 under the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the clients thereof, on the other hand. Very generally, if an investment adviser or an affiliate thereof proposes to purchase a security from, or sell a security to, a client (what is commonly referred to as a "principal transaction"), Bain Capital Credit must make certain disclosures to the client of the terms of the proposed transaction and obtain the client's consent to the transaction. In connection with Bain Capital Credit's management of Bain Capital Credit Clients or on occasions otherwise, Bain Capital Credit and its affiliates from time to time engage in principal transactions. Bain Capital Credit has established certain policies and procedures to comply with the requirements of the Advisers Act and the 1940 Act as they relate to principal transactions, including, among other things, that disclosures required by Section 206 of the Advisers Act be made to the applicable Bain Capital Credit Client regarding any proposed principal transactions and that any required prior consent to the transaction be received.

Conflicts Relating to Existing Investments

Affiliated Investments

Further conflicts will arise once a Bain Capital Credit Client has made an investment in a company in which another Related Client has also invested, particularly where a Bain Capital Credit Client or other Related Clients invest in different types of securities. For example, questions have in the past and may in the future arise as to whether payment obligations and covenants should be enforced, modified, or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring, raise conflicts of interest. The involvement of Affiliate Advisers at both the equity and debt levels could inhibit strategic information exchanges among other creditors. In certain circumstances, the other Bain Capital Credit Clients or the other Related Clients will be prohibited from exercising voting or other rights, and will be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Bain Capital Credit Client or other Related Clients may or may not provide such additional capital, and if provided the Bain Capital Credit Client and each other Related Client will supply such additional capital in such amounts, if any, as determined by Bain Capital Credit and the other relevant Affiliate Advisers in their sole discretion. Bain Capital Credit and each other Affiliate Adviser will resolve all such conflicts using their best judgment but in their sole discretion, subject in certain cases to approval by the advisory boards or investment committees of the participating Related Clients.

Proxy Voting

Bain Capital Credit intends to vote proxies on behalf of Bain Capital Credit Clients either in accordance with management recommendations, or otherwise in the best interests of Bain Capital Credit Clients, taking into account such factors as it deems relevant in its sole discretion. Conflicts of interest may arise in voting proxies if a Bain Capital Credit Client holds different interests (e.g., long vs. short) in a company than other Bain Capital Credit Clients.

Follow-on Investments

Investments to finance follow-on acquisitions are a regular part of the business of the Bain Capital Credit Clients and Related Clients. Follow-on investments present conflicts of interest, including determination of the equity component and other terms of the new financing, and, if the Bain Capital Credit Client or Related Client making the follow-on investment has not previously invested in the relevant portfolio company, raise the risk of using such other Related Client's assets to support positions taken by other Related Clients. In addition, from time to time, a Bain Capital Credit Client will participate in releveraging and recapitalization transactions involving portfolio companies in which other Related Clients have invested or will invest. Recapitalization transactions will present conflicts of interest, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities

with terms that are more or less favorable than the prevailing market terms. Bain Capital Credit and each other Affiliate Adviser will resolve all such conflicts using their best judgment but in their sole discretion, subject in certain cases to approval by the respective advisory boards or investment committees of the participating Related Clients.

Equity Investments

Bain Capital Credit Clients and/or other Related Clients in many cases will own a significant or controlling percentage of the common equity of a portfolio company which, depending upon the amount of equity owned by it, any relevant contractual arrangements between such portfolio company and the participating funds, and other relevant factual circumstances, could result in an extension to of bankruptcy preference periods with respect to payments made to a Bain Capital Credit Client and/or subordination of its claims to other creditors and/or recharacterization of debt claims into equity claims. In addition, because of their equity ownership, representation on the boards of directors, and/or contractual rights, there is a risk that Bain Capital Credit Clients and other Related Clients will be thought to control, participate in the management of or influence the conduct of portfolio companies. The effect of these relationships will vary from jurisdiction to jurisdiction. These factors could expose the assets of a Bain Capital Credit Client to claims by a portfolio company, its security holders, its creditors or governmental agencies.

Debt Investments

If a Bain Capital Credit Client purchases debt securities of an affiliate in the secondary market at a discount, (a) a court might require the Bain Capital Credit Client to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities, or (b) the Bain Capital Credit Client might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. The effect of these transactions will vary from jurisdiction to jurisdiction.

Private Placements

At times, a portion of a Bain Capital Credit Client's investments will consist of securities that are subject to restrictions on resale by such Bain Capital Credit Client because they were acquired in a "private placement" transaction or because such Bain Capital Credit Client is deemed to be an affiliate of the issuer of such securities. Generally, a Bain Capital Credit Client will be able to sell such securities only under Rule 144 under the Securities Act, which permits limited sales under specified conditions, or pursuant to a registration statement under the Securities Act. When restricted securities are sold to the public, there is a risk that the Bain Capital Credit Client will be deemed to be an "underwriter," or possibly a controlling person, with respect thereto for the purposes of the Securities Act and be subject to liability as such under that Act.

Indentures

If a Bain Capital Credit Client directly or indirectly controls or is under common control with issuers of securities held by such Bain Capital Credit Client, which were issued under an indenture qualified under the Trust Indenture Act of 1939 (the "Trust Indenture Act"), especially where

another Related Client is deemed to control the issuer of the securities, then the securities held by the Bain Capital Credit Client would be required by the Trust Indenture Act to be disregarded for the purposes of determining whether the holders of the required principal amount of such issuer's securities have concurred in certain directions or consents.

In-Kind Distributions

The organizational documents permit the General Partners to cause the Bain Capital Credit Clients to distribute the General Partners' and the limited partners' share of securities resulting from an investment disposition by the Bain Capital Credit Clients to the General Partners and limited partner or their affiliates (including Bain Capital Credit's personnel) in-kind, while disposing of the limited partners' share of such securities and distributing the net cash proceeds of such sale of securities to the limited partners. This ability creates conflicts of interest between the General Partners and the limited partners, because the General Partners have an incentive to cause the Bain Capital Credit Clients to exit an investment at a time that may result in limited partners receiving a lesser return on and potentially being allocated more taxable income in respect of such investment than would be the case if the General Partners were prohibited from causing the Bain Capital Credit Clients to distribute the General Partners' and limited partner's share of securities from investments in-kind (or the General Partners and limited partner were otherwise required to receive their share of investment proceeds in the same form as the limited partners). Any tax efficiencies to the General Partners, Special Limited Partner or their affiliates (including Bain Capital Credit's personnel) may have the effect of reinforcing or enhancing the General Partners' incentives otherwise resulting from the existence of the carried interest and therefore, the General Partners may have a conflict of interest in making decisions on behalf of the Bain Capital Credit Clients (including, for instance, the timing of disposition of investments). The General Partners are particularly incentivized to cause the Bain Capital Credit Clients to distribute the General Partners' and limited partner's share of securities in-kind if the General Partners expect such securities to increase in value. In cases where such an increase occurs, if the limited partners received cash distributions instead of in-kind distributions, the limited partners will be denied the benefits of that increase had the Bain Capital Credit Clients retained the securities and the General Partners and limited partner or their affiliates (including Bain Capital Credit's personnel) will receive more value from the securities than they would have had the General Partners' and Special Limited Partner's share of such investment been distributed in cash.

In connection with a distribution in-kind by the Bain Capital Credit Clients, the General Partners may be required to adjust the amount of one type of securities and other securities or securities and cash to be distributed to each Partner in order to comply with any limitations on fractional ownership of such securities. While the General Partners generally intend to apply such adjustments on an equitable basis, the General Partners may have an incentive to increase the amount of securities to be distributed to the General Partners, limited partners or other affiliates of the General Partners or Bain Capital Credit, and certain limited partners with a preferred relationship to the General Partners or Bain Capital Credit if the General Partners expect such securities to increase in value following such in-kind distribution. Conversely, to the extent that the General Partners expect such securities to decrease in value following such in-kind distribution, they may have an incentive to increase the distribution in-kind of such securities to other limited partners. In cases where such an increase or decrease occurs, the adjustment of securities distributed to each limited partners may result in some limited partners receiving more value from

the securities than other limited partners.

Fund Leverage

Subject to the limitations on Bain Capital Credit Clients' borrowing in seeking to enhance returns on invested capital and otherwise manage cash flows, Bain Capital Credit expects to cause the Bain Capital Credit Clients to borrow funds to make investments as well as to defer calling committed capital, and for other permitted purposes of the Bain Capital Credit Client. The Bain Capital Credit Clients, acting on their own or jointly with one or more Related Clients is expected to obtain indebtedness or enter into other obligations directly or indirectly through wholly owned or joint investment holding vehicles or other direct and indirect subsidiaries of Bain Capital Credit Clients and any such other Related Clients that benefit from the leverage. Indebtedness, guarantees, and other obligations may be structured in a way that one or more of the Bain Capital Credit Clients or other Related Clients are jointly responsible on a cross-collateralized basis for the repayment of the indebtedness or for satisfying the guarantee or other obligation, as the case may be. As a result of the incurrence of obligations on a joint and several or cross-collateralized basis (which obligations may not necessarily impose reciprocal joint and several obligations on each relevant entity), Bain Capital Credit Clients may be required to contribute amounts in excess of their pro rata share of such obligation, including additional capital to make up for the shortfall if any such Related Clients are unable to satisfy their pro rata share of such obligations.

To the extent the Bain Capital Credit Clients incur any indebtedness secured by the Capital Commitments of the limited partners that participate in and benefit from the leverage, Capital Commitments of Bain Capital and its employees may not be pledged as collateral to secure indebtedness and Capital Commitments of any limited partner which is subject to Title I of ERISA or Section 4975 of the Code will not be pledged if the pledge would be a non-exempt prohibited transaction for purposes of Section 406 of ERISA or Section 4975 of the Code. Loans to the Bain Capital Credit Clients may be made by a Third Party and any such loans will be made on such terms, taken as a whole, as the General Partners determine to be fair and reasonable to the Bain Capital Credit Clients. This may result in conflicts of interest between, on the one hand, Bain Capital and its employees, executive officers and directors and limited partners whose Capital Commitments are not pledged as collateral and, on the other hand, limited partners whose Capital Commitments are pledged as collateral. In an effort to, among other reasons, reduce transaction costs, increase execution efficiency, capitalize on timing opportunities (including if the Bain Capital Credit Clients have not yet established its subscription credit facility or if such facility is insufficient at such time), backstop obligations or avoid harm to the Bain Capital Credit Clients, Related Clients and/or their respective investments, Bain Capital or any of its affiliates intend to, and in the future may again, advance its own funds and act as a lender to a Bain Capital Credit Client ("Affiliate Lending"). In that regard, as further described below, the Bain Capital Credit Clients have entered into the BCC Loan Agreement with Bain Capital Credit, which constitutes an Affiliate Lending arrangement. Affiliate Lending presents an inherent conflict of interest because

Bain Capital or its affiliates are involved as both the lending party and as general partner and/or management company to the borrowing party in the same transaction.

These conflicts are exacerbated when a Bain Capital Credit Client defaults on an Affiliate Lending loan or when such default occurs at the same time Bain Capital and its affiliates are required to

satisfy a third-party obligation. In the case of default to Bain Capital or its affiliates, Bain Capital or such affiliate may be conflicted as to whether to act in their interest as the lending party and pursue default remedies or to act in their capacity as the general partner and/or management company of the borrowing party. Similarly, in the event the Bain Capital Credit Client has insufficient funds to satisfy any loan obligations to Bain Capital or its affiliates, on the one hand, and to a third-party lender on the other, Bain Capital Credit will be conflicted when making a determination as to the order in which it satisfies such Bain Capital Credit Client obligations. Furthermore, Bain Capital will be conflicted in relying on its own internal analysis in determining the terms of any Affiliate Lending in lieu of relying on a third party to confirm the terms offered by the affiliate counterparty are comparable to the terms applicable to third-party lenders.

Notwithstanding these conflicts, the General Partner has caused the Bain Capital Credit Clients to enter into the BCC Loan Agreement with Bain Capital Credit and in the future may, in its sole discretion, cause a fund entity to engage in such borrowing (a) if (i) as determined by the General Partner in good faith, the terms are comparable to the terms applicable to lenders as provided in the applicable Partnership Agreement and (ii) the interest borne by the fund entity is no less favorable than the rate that could be obtained by such fund entity in arm's-length transactions with an unaffiliated third-party credit provider, or (b) with advisory board consent. The use of borrowed funds at the Bain Capital Credit Clients level can impact calculations of returns (e.g., IRR and MoM) and can impact the carried interest allocation Bain Capital Credit receives, as these calculations generally depend on the amount and timing of capital contributions, as well as the level of the organizational structure at which such funds are borrowed or deployed.

Incentive to Recommend Affiliate Products

The Affiliate Advisers have an incentive to recommend the products or services of certain investors in other Bain Capital Credit Clients or Related Clients or their related businesses to other Bain Capital Credit Clients or Related Clients or their portfolio companies, even though they may not necessarily be the best available to other Bain Capital Credit Clients or Related Clients or the portfolio companies.

The General Partner of a Bain Capital Credit Partnership and the General Partners of the other Related Clients will, from time to time, utilize the services of limited partners and their affiliates on an arm's length basis, as they deem appropriate.

Capital Structure

Bain Capital Credit Clients may invest in multiple parts of an issuer's capital structure, including different tranches or types of debt instruments issued by the company. From time to time, one or more Bain Capital Credit Clients may own assets in a different part of the capital structure than one or more other Bain Capital Credit Clients. Conflicts could arise when these companies go into bankruptcy, undergo a restructuring, or experience any other type of credit event as Bain Capital Credit Clients could have differing incentives and objectives during a negotiation process. In particular, if Bain Capital Credit Clients are more heavily invested in one part of the capital structure than another, then Bain Capital Credit may be incentivized to negotiate in the best interest of these Clients, to the potential detriment of those Bain Capital Credit Clients invested in a separate part of the company's capital structure.

Other Conflicts of Interest

Legal Counsel

The Related Clients will generally engage common legal counsel and other advisers to represent all of the Related Clients in a particular transaction, including a transaction in which the Clients have conflicting interests because they are investing in different securities of a single portfolio company. In the event of a significant dispute or divergence of interest between a Bain Capital Credit Client and other Related Clients, such as in a work-out or other distressed situation, separate representation may become desirable, in which case Bain Capital Credit and the other Affiliate Advisers may hire separate counsel in their sole discretion, and in litigation and other circumstances, separate representation may be required. Partners of the law firms engaged to represent the Related Clients are investors in certain Related Clients, and could also represent one or more portfolio companies or limited partners of the Related Clients. Additionally, Bain Capital Credit and Bain Capital Credit Clients and the portfolio companies may engage other common service providers, including legal counsel and accountants, including a transaction where there may be conflicts of interest (e.g., cross transactions and other affiliate transactions). In such circumstances, there may be a conflict of interest between Bain Capital Credit, on the one hand, and Bain Capital Credit Clients and portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that Bain Capital Credit may favor the engagement or continued engagement of such persons if it receives a benefit from such service providers, such as lower fees, or other beneficial arrangements that it would not receive absent the engagement of such service provider by Bain Capital Credit Clients and/or the portfolio companies.

Side Letters or Similar Agreements

Bain Capital Credit, its affiliates, and/or the applicable General Partner of a Bain Capital Credit Partnership, without any further act, approval or vote of any investor in a Bain Capital Credit Partnership or Bain Capital Credit Client, often enter into certain side letter or similar arrangements with certain investors in a Bain Capital Credit Partnership providing such investors with different or preferential rights or terms, including (i) different economic, adviser revenue sharing, and/or other rights, (ii) a most favored nation right to receive the same rights or arrangements offered to other investors that made an equal or lower capital commitment to the Bain Capital Credit Partnership, subject to certain exceptions (including the right to appoint a voting or non-voting representative to the Advisory Board, as applicable, consents to the use or disclosure of confidential information, additional reporting or notice obligations, agreements to refrain from disclosing the names or marks of certain investors, rights based on particular circumstances of an investor, any rights established in favor of another investor that invests in the Bain Capital Credit Partnership as a part of a larger investment program or managed account with Bain Capital, any advisory fee waivers granted to another investor on the condition that such investor has a certain minimum capital commitment to the Bain Capital Credit Partnership, or reducing or eliminating the obligation of an investor to make Capital Contributions or other payments in certain circumstances); (iii) certain investors receiving notices or other information, including reports, more frequently than, or not otherwise provided to, investors in the Bain Capital Credit Partnership generally; (iv) the ability of certain investors to provide selected

confidential information to regulators or other recipients; (v) modifications to an investor's subscription agreement (or other similar agreement); (vi) agreements to permit representatives of certain investors to serve on the Advisory Board of the Bain Capital Credit Partnership in a voting or non-voting capacity, or any information rights related to the Advisory Board; (vii) the right to be offered a co-investment opportunity, either on a one-off or programmatic basis; (viii) the reduction or elimination of an investor's capital commitment or book capital account; (ix) the termination of an investor's interest in the Bain Capital Credit Partnership and associated right to withdraw from the Bain Capital Credit Partnership; (x) consent rights; (xi) rights designed to aid a Bain Capital Credit Partnership investor in complying with specific law or regulation, or pre-existing policies applicable to it; (xii) arrangements with respect to waivers of certain obligations, including indemnification obligations set forth in an investor's subscription agreement (or other similar agreement); (xiii) agreements by Bain Capital Credit or the General Partner to refrain from exercising certain remedies or taking certain actions against an investor (including in connection with a default by such investor), if any law, rule or regulation applicable to such investor prohibits such investor from agreeing to permit Bain Capital Credit or such General Partner to exercise such remedies or take such actions; (xiv) the ability to transfer their interests; (xv) agreements by a General Partner and/or Bain Capital Credit to refrain from causing the Bain Capital Credit Clients to make certain types of investments; and (xvi) any other matter deemed appropriate by Bain Capital Credit, the Bain Capital Credit Partnership or the General Partner (collectively, "Side Letter Rights"). In addition, as a result of receiving client reports or otherwise, one or more investor may have access to different information regarding transactions, strategies or views than other investors, and may act on such information in accounts not controlled by a General Partners, which may have a material adverse effect on the performance of the Bain Capital Credit Client. The costs to the Bain Capital Credit Clients of complying with the Side Letter Rights of investors, including any most favored nations process required thereby, are expected to be material and will be treated as an ongoing partnership expense. Except as otherwise agreed with an investor or as required by applicable law, rule, directive or regulation, Bain Capital Credit or Bain Capital Credit Partnerships are not required to disclose the terms of side letter arrangements with other investors. To the extent that Bain Capital Credit or the General Partner agrees with one or more limited partners to limitations on indemnification or to modifications of release, exculpation or waiver provisions, the Bain Capital Credit Partnership and the other limited partners could be adversely affected to the extent any such limitation or modification were subsequently to limit the recourse of the Bain Capital Credit Partnership against such limited partners or were to allow for recourse by such limited partners against the Bain Capital Credit Partnership.

In addition to the above, Bain Capital Credit may enter into "strategic platform arrangements" with investors. Strategic platform arrangements with an investor may include Bain Capital granting certain preferential terms to such investors, including a waiver or reduction of management fees and/or a blended management fee. Preferential terms provided can also include granting profits interest rates that are lower than those applicable to Bain Capital Credit Partnerships or Related Clients in which such platform investors invest or entering into co-investment relationships with such investors. In addition, platform investors may be represented on an advisory board of the Bain Capital Credit Partnership or a Related Client. The preferential terms provided to platform investors are not subject to "most favored nation" provisions in the Bain Capital Credit Partnership's or in the Related Client's governing documents or side letters

with investors in the Bain Capital Credit Partnership or in the Related Client. Bain Capital may also provide customization by forming separate accounts for certain platform investors that would invest alongside the Bain Capital Credit Partnership or a Related Client on terms that differ from those in the Bain Capital Credit Partnership's or such Related Client's governing documents.

Different Terms of Employee Investors

It is expected that certain employees and personnel of Bain Capital Credit will invest in Bain Capital Credit Partnerships as part of the General Partner commitment. Subject to applicable law, the terms of an investment by an employee through an employee fund are expected to differ from, and are more favorable than, those of an investment by an external limited partner. For example, employees investing through an employee fund generally will not be subject to a management fee or carried interest with respect to their investment, may receive capital calls, distributions, and information regarding investments at different times than limited partners and may benefit from different credit facility arrangements than Bain Capital Credit Partnerships. Additionally, employees of Bain Capital may obtain personal financial and other services from banking institutions that also provide services to Bain Capital Credit Clients, Related Clients, and their portfolio companies, which may include arrangements relating to financing personal commitments to Bain Capital Credit Clients and/or Related Clients.

Procurement

There may be situations in which Bain Capital Credit is in a position of facilitating or otherwise making available portfolio company services and, as a result, certain portfolio companies of a Bain Capital Credit Client may be counterparties or participants in agreements, transactions, or other arrangements with the portfolio companies of the Related Client. Such arrangements may involve favorable procurement terms, including fees, servicing payments, rebates, discounts, or other financial benefits. Bain Capital Credit could be eligible to receive favorable terms for its procurement due in part to the involvement of its portfolio companies in such arrangements, and, to the extent permitted by applicable law, including ERISA, any discounted amounts will not be subject to offsets against the advisory fee or otherwise shared with the fund investors. In recommending the services of a portfolio company, Bain Capital Credit has a conflict of interest in maintaining the goodwill between it and the portfolio company and facilitating or otherwise making available products or services of one portfolio company, even though such products or services may not necessarily be the best available for other portfolio companies. The benefits received by a portfolio company providing a service may be greater than those received by another portfolio company receiving such service.

Diverse Investor Base of Bain Capital Credit Clients

Bain Capital Credit Clients and other Related Clients have tax exempt, taxable, U.S., foreign and other investors, whereas most members of the General Partner and of the Bain Capital Credit Partnerships and the General Partners of the other Related Clients and most members of Bain Capital Credit are taxable at individual U.S. rates. Potential conflicts exist with respect to various structuring, investment and other decisions because of divergent tax, economic or other interests,

including conflicts among the interests of taxable and tax-exempt investors, conflicts among the interests of U.S. and non-U.S. investors, and conflicts between the interests of investors and management with regard to the Bain Capital Credit Clients. For these reasons, among others, decisions have in the past and may in the future be more beneficial for one investor than for another investor, particularly with respect to investors' individual tax situations. In selecting and structuring investments appropriate for a Bain Capital Credit Client and/or Related Client, Bain Capital Credit and the Affiliate Advisers will consider the investment and tax objectives of the applicable Bain Capital Credit Client and/or Related Client, not the investment, tax and other objectives of any investor individually.

Access to Information

The partnership agreements permit the General Partners to withhold information from certain limited partners in certain circumstances. For instance, certain information will generally be withheld from limited partners that are subject to the U.S. Freedom of Information Act or similar requirements. The General Partners will at times elect to withhold certain information to such limited partners for reasons relating to the General Partners' public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

At times, the Bain Capital Credit Funds will provide for the right to receive certain additional information not available to other investors. Additionally, Bain Capital Credit may establish separate accounts with portfolios significantly similar to those of the Bain Capital Credit Funds. Consequently, the relevant separate account client will have access to information about such portfolio holdings before investors in the Bain Capital Credit Funds.

Investment Advisory Board

Certain Bain Capital Credit Clients have established an Advisory Board. Members of the Advisory Board (the "AB Members") may have direct or indirect interests in the activities of Bain Capital Credit and its affiliates or in investments and instruments, in some cases similar to those in which the Investment Adviser seeks to invest on behalf of Bain Capital Credit Clients. An AB Member is under no obligation to act in the best interests of the Bain Capital Credit Clients as a whole. This will result in potential conflicts of interest. In addition, AB Members generally receive information regarding the proposed investment activities of Bain Capital Credit Clients that is not generally available to the public or other limited partners of Bain Capital Credit Clients. There will be no obligation on the part of any AB Member to make available for use by Bain Capital Credit Clients any information or strategies known to or developed by it and, in certain cases, they will be prohibited from doing so.

Consent by the Advisory Board to any matter determined by the Investment Adviser to require the consent of Bain Capital Credit Clients under the Advisers Act, or to any other matter presented to the Advisory Board by the Investment Adviser for consent, shall be deemed to constitute the consent of Bain Capital Credit Clients. Each limited partner is deemed to have consented to the delegation to the Advisory Board of any such consent otherwise required of Bain Capital Credit Clients. In certain cases, consent of members of the Advisory Board will be deemed to be given in a particular case if the members do not expressly object to or disapprove a

transaction for which Advisory Board consent is being sought. Although limited partners represented on the Advisory Board are subject to confidentiality obligations, there can be no guarantee that such persons will not use information received as a member of the Advisory Board for purposes unrelated to, and potentially harmful to, the Bain Capital Credit Client or a Related Client.

Certain members of Bain Capital Credit Clients' advisory board are, or in the future may be, officers or directors of, or otherwise affiliated with, limited partners of or investors in the Related Clients. The General Partner of a Bain Capital Credit Partnership and the General Partners of other Related Clients (if applicable) will, from time to time, utilize the services of Separate Account Clients or limited partners of or investors in the Related Clients and their affiliates on an arm's length basis, as they deem appropriate.

Material, Non-Public Information; Trading Restrictions

From time to time, Bain Capital Credit or another Affiliate Adviser will come into possession of material, non-public information, and such information may limit the ability of the Bain Capital Credit Client to buy and sell investments. Bain Capital generally maintains "ethical walls" governing its capital markets businesses (including Bain Capital Credit) and its private businesses. Although Bain Capital currently maintains these ethical walls which reduce the likelihood that Bain Capital Credit will be deemed to possess material, non-public information possessed by other Affiliate Advisers, there is no guarantee that Bain Capital will maintain ethical walls for the life of the Bain Capital Credit Client. The risk that Bain Capital Credit or another Affiliate Adviser will come into possession of material, non-public information is increased due to the substantial participation by the personnel of Bain Capital Credit and certain Affiliate Advisers on the boards of directors of publicly held companies. Furthermore, Bain Capital Credit and the other Affiliate Advisers will agree from time to time to "cross" ethical walls, and Bain Capital will from time to time impose restrictions on transactions involving particular issuers in its sole discretion taking into account all factors it deems relevant in the collective interest of Bain Capital Credit and the other Affiliate Advisers. In such cases, Bain Capital Credit Clients and other Related Clients could be restricted indefinitely in transactions involving a particular issuer. Consequently, the possession of material, non-public information by other Affiliate Advisers will at times limit the ability of the Bain Capital Credit Client to buy and sell investments. In addition, Bain Capital Credit will from time to time be restricted by contract from using confidential information that it, or another Affiliate Adviser, has for the benefit of a Bain Capital Credit Client. Moreover, sometimes Bain Capital Credit will receive confidential information on an issuer that a Bain Capital Credit Client holds, which may then restrict the Bain Capital Credit Client and cause the asset to become illiquid. In some circumstances, Bain Capital Credit may not pursue an opportunity because doing so may restrict the Bain Capital Credit Client, and this may conflict with the interests of other Bain Capital Credit Clients.

Bain Capital Credit generally treats any information received by one member of Bain Capital Credit as distributed to all members of Bain Capital Credit. However, consistent with its fiduciary duties, there are certain circumstances in which Bain Capital Credit establishes internal information barriers in which some Bain Capital Credit personnel may be walled off from other Bain Capital Credit employees. The establishment of these temporary barriers are designed to

ensure Bain Capital Credit is maximizing its fiduciary duty with respect to each Bain Capital Credit Client. Additionally, in rare instances, a limited partner (particularly if such limited partner has designated an Advisory Board representative or participates in a co-investment) may receive material non-public information that may limit such limited partner's trading activities.

In addition, there may be certain circumstances when Bain Capital Credit trades bank loan or other instruments on the basis of "big boy" language with a counterparty. Such language generally provides notice to the potential counterparty that Bain Capital Credit (or its counterparty) may have more information about a company by virtue of being a lender or membership in a lender group. These trades are generally reviewed by Legal or Compliance.

Executing Trades on Behalf of Related Clients

From time to time, and in limited instances, Affiliate Advisers may request Bain Capital Credit to execute trades on behalf of Related Clients. Before agreeing to execute the trades, Bain Capital Credit generally considers any potential conflicts of interest, including any potential impact on Bain Capital Credit Clients. For example, the firm will consider any potential trading restrictions that could arise from the arrangement and/or if there will be an impact on Bain Capital Credit's resources. Bain Capital Credit does not receive a fee for executing trades on behalf of Related Clients.

Conflicts Related to Plan Assets

One or more Bain Capital Credit Clients or other Related Clients may hold "plan assets" subject to ERISA. With respect to those plan assets, if any, Bain Capital Credit and certain affiliates may be classified as "fiduciaries" under ERISA. ERISA imposes certain general and specific responsibilities and restrictions on fiduciaries with respect to plan assets. As a result, a Bain Capital Credit Client will be restricted from entering into certain transactions if the investment would violate ERISA with respect to the Bain Capital Credit Client or such other Related Clients or will be obligated to take certain actions or refrain from taking certain actions in order to avoid a violation of ERISA with respect to the Bain Capital Credit Client or such other Related Clients.

Different conflicts exist with respect to investments in different Bain Capital Credit Clients.

Conflicts Related to Carry Law Changes

U.S. and non-U.S. laws have been changing, and may continue to change, the tax treatment of "profits interests" or "carried interest," in ways that may be adverse to investors in certain Bain Capital Credit Clients. Bain Capital Credit or the General Partner of a Bain Capital Credit Partnership may have certain rights to amend the Advisory Agreement (or other analogous organizational document) to mitigate such adverse consequences. Furthermore, Bain Capital Credit and the General Partner of a Bain Capital Credit Partnership may take these potential adverse consequences into account in their management and operation of Bain Capital Credit Clients. In addressing these adverse consequences, the interests of Bain Capital Credit may diverge from the interests of investors in a Bain Capital Credit Client.

Affiliated Broker-Dealer Conflicts of Interest

An affiliate of Bain Capital, Bain Capital Distributors, LLC, will act as a placement agent to Bain Capital Credit Partnerships. Representatives of Bain Capital Distributors, LLC are employees of the general partner of the Bain Capital Credit Partnerships, Bain Capital Credit, or their affiliates. Bain Capital Distributors, LLC and its representatives do not provide services to investors or provide investment recommendations, nor do they make any determination regarding whether an investment in any Bain Capital Credit Partnership is in the best interests of, or suitable for, any investor. Investors should exercise their own judgment and/or consult with a financial professional prior to investing in any Bain Capital Credit Partnership. To the extent Bain Capital Distributors, LLC offers limited partnership interests in Bain Capital Credit Partnerships, Bain Capital Distributors, LLC's interests may conflict with the interests of investors inasmuch as Bain Capital Distributors, LLC has an incentive to sell these limited partnership interests, as investments in a Bain Capital Credit Partnership generate fees for Bain Capital. This incentive may conflict with the interest of investors. Additional placement agents may also be engaged with respect to Bain Capital Credit Partnerships.

Please contact the Bain Capital Credit Compliance Department with any additional questions or concerns.

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

Code of Ethics

Bain Capital Credit has adopted a Code of Ethics policy for its personnel. The Policy describes personnel standard of conduct and fiduciary duties and limits personal trading by its personnel and their immediate family/household members in a wide range of securities, including common and preferred stock, debt instruments, securities that are convertible or exchangeable for equity or debt securities, derivative instruments, and certain registered investment vehicles with which Bain Capital Credit and its subsidiaries has entered into a sub-advisory relationship. Personnel must report every account that they or their immediate family member use for trading securities covered by the policy and, if they directly or indirectly influence or control trading in the account, they must generally pre-clear covered securities transactions and have copies of trade confirmations and periodic account statements sent by their broker to the Compliance Department. Controlled trading by personnel and their immediate family/household members is prohibited in a wide range of securities that appear on restricted lists and confidential watch lists, and additional steps are taken to ensure that personnel and their immediate family/household members are not permitted to trade for their personal account in securities selected for Bain Capital Credit Clients and to ensure personnel do not engage in "front-running" of the Bain Capital Credit Clients' investment opportunities.

Personnel are required to promptly report any violation of the Code of Ethics policy of which they become aware. Personnel are required to annually certify compliance with the Code of Ethics policy.

A copy of the Code of Ethics is available to Bain Capital Credit Clients, prospective clients, limited partners and prospective limited partners of a Bain Capital Credit Partnership during the investment due diligence process. A copy may be obtained by contacting the Bain Capital Credit Compliance Department.

Related Person Investment

For further detail regarding circumstances in which Bain Capital Credit or a related person (a) recommends to clients, or buys or sells for client accounts, securities in which Bain Capital Credit or a related person has a material financial interest, (b) invests in the same securities that Bain Capital Credit or a related person recommends to clients, or (c) recommends securities to clients, or buys or sells securities for client accounts, at or about the same time that Bain Capital Credit or a related person buys or sells the same securities for Bain Capital Credit's own (or the related person's own) account, as well as related conflicts of interest, please see Code of Ethics above.

In addition, Bain Capital Credit's personnel may buy securities in transactions offered to but rejected by Bain Capital Credit Clients. Such transactions are subject to the policies and procedures set forth in Bain Capital Credit's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Bain Capital Credit Clients. If Bain Capital Credit personnel have made large capital investments in or alongside the Bain Capital Credit Clients, they may have conflicting interests with respect to these investments. For further details regarding these arrangements, as well as related conflicts of interest, please see Item 10 above.

Item 12. Brokerage Practices

In choosing broker-dealers for execution of securities transactions, Bain Capital Credit, or a related person of Bain Capital Credit, considers various relevant factors, including without limitation, pricing terms offered by the broker-dealer, the ability of the broker-dealer to deliver prompt and reliable execution, the size and type of the transactions, the nature and character of the market for the securities, operational efficiency with which transactions are effected, the broker-dealer firm's financial stability, confidentiality, back office stability, trading desk capacities, referrals, custody, settlement, familiarity with derivative securities strategies and the overall value and quality of the services offered by the broker-dealer firm.

Bain Capital Credit receives research, statistical and quotation services, data, information and other services and materials that assist Bain Capital Credit in the performance of its investment advisory responsibilities from broker-dealer firms that execute transactions for Bain Capital Credit Clients. Where such services are provided, Bain Capital Credit may agree to compensate such broker-dealer or third party in either "hard" dollars (directly paid by Bain Capital Credit, although certain Advisory Agreements and Sub-Advisory Agreements permit some or all of such costs to be borne by the relevant Bain Capital Credit Client), "soft dollars" (commission generated) or some combination of the two. A broker-dealer providing such research services will at times receive a commission that is in excess of the amount of commission another broker-dealer would have received for effecting that transaction provided Bain Capital Credit determines in good faith that such commission was reasonable in relation to the value of the

research and brokerage services provided by the broker-dealer. Any such research service could be broadly useful and of value to Bain Capital Credit in rendering investment advice to all or a significant portion of the Bain Capital Credit Clients, or could be relevant and useful for the management of one Bain Capital Credit Client's account or only a few Bain Capital Credit Clients' accounts, regardless of whether such account or accounts paid commissions to the broker-dealer through which the research service was provided. Bain Capital Credit will only make securities transactions that it in good faith believes are in the best interest of the Bain Capital Credit Client. A conflict of interest exists when a broker-dealer provides such research services, however, as Bain Capital Credit will have an incentive to favor such broker-dealer over others that charge lower commissions. Bain Capital Credit will also consider broker-dealers commission rates or spreads as compared to other market participants when determining the reasonableness of commission rates and spreads received by a broker dealer. While it may enter into such agreements in the future, Bain Capital Credit does not currently utilize any soft dollar arrangements.

Directed Brokerage

If a Separate Account Client requests or directs Bain Capital Credit to place transactions for its separate account with one or more specified broker-dealers ("Directed Brokerage"), then Bain Capital Credit will accept Directed Brokerage arrangements only if certain conditions are satisfied including, that the Separate Account Client's directions are furnished in writing and that Bain Capital Credit has informed the Separate Account Client in writing that the use of directed brokerage arrangements will at times deprive the Separate Account Client of benefits that might otherwise be obtained by aggregating the Separate Account Client's order with orders for other Bain Capital Credit Clients and, as a result, will likely cause the Separate Account Client to pay a higher commission rate or to receive less favorable execution than if Bain Capital Credit had discretion to select the broker or to negotiate the commission rate.

Aggregation of Trades

Bain Capital Credit aggregates the orders of more than one Bain Capital Credit Client for the purchase or sale of the same security or loan. Portfolio managers and traders often employ this practice because larger transactions generally enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. In such cases, Bain Capital Credit generally aggregates trade orders for securities and loans so that each participating Bain Capital Credit Client will receive the average price for each execution of a transaction.

When aggregating trades, Bain Capital Credit follows its written procedures, which generally provide that such allocation is made on a pro rata basis based on order size among participating Bain Capital Credit Clients.⁹ Certain exceptions will, however, be made in such allocation provided that such exceptions are to ensure that accounts are treated in a fair and equitable manner, taking into account each Bain Capital Credit Client's best interests and to prevent any favoring or disfavoring of any Bain Capital Credit Client or group of Bain Capital Credit Clients,

⁹ In some circumstances, due to regulatory considerations related to the 1940 Act, the 1940 Act Funds may not be considered eligible Bain Capital Credit Clients for allocation purposes. These same considerations could, in limited circumstances, result in certain non-1940 Act Funds also not being considered eligible Bain Capital Credit Clients.

and that such allocation is consistent with Bain Capital Credit's fiduciary duties, its duty of best execution, and contractual obligations.

Nonetheless, Bain Capital Credit Clients could be, and have been, excluded from trade allocations if their allocation falls below a security's minimum denomination¹⁰. Similarly, some exceptions to pro rata allocations will be undertaken to deal with new issue allocations (including ramp-up status of certain investment vehicles), odd lots, rounding, regulatory restrictions, mandate restrictions, or other circumstances that may occur from time to time. In some situations, including certain follow-on transactions or amendments, Bain Capital Credit may consider a vehicle's pre-existing holdings in determining the final trade allocation. Circumstances also may arise when Bain Capital Credit needs to reallocate a trade to another Bain Capital Credit Client after its initial allocation but before the settlement date. Generally, a trade will be reallocated to another Bain Capital Credit Client only if the latter had a pre-existing interest. The security is typically reallocated at the original transaction price. For additional information regarding the allocation of investments among Bain Capital Credit Clients and Clients of the non-Bain Capital Credit Affiliated Advisers, please see Item 10 above.

If an order for more than one Bain Capital Credit Client for a publicly traded security cannot be executed, allocation shall be made based on Bain Capital Credit's procedures for allocation of investment opportunities, as described in Item 10 above.

Item 13. Review of Accounts

Oversight and Monitoring

Bain Capital Credit continually reviews and analyzes its existing positions to attempt to identify issues early on and to take action where necessary. Bain Capital Credit's large investment team and industry-based organization is structured to produce in-depth credit analysis and allow for rapid response to developing situations. The industry teams and Bain Capital Credit's investment committee then review certain investments in a formal setting periodically. Each industry analyst updates buy/sell recommendations on a periodic basis and all credit work is shared throughout Bain Capital Credit. The industry teams also normally produce detailed investment reviews and financial models on every investment on a periodic basis.

The portfolio of investments of each Bain Capital Credit Client is reviewed by a team of investment professionals. The team generally includes Managing Directors and other investment professionals of Bain Capital Credit.

Reporting

Investors in the Bain Capital Credit Funds other than the CLOs and 1940 Act Funds typically receive, among other things, a copy of audited financial statements of the relevant Bain Capital Credit Fund within 120 days after the fiscal year end of such Bain Capital Credit Fund. In addition, investors will receive regular reporting updates through quarterly letters, investor meetings and other

¹⁰ Minimum security denominations attach to various securities, including structured debt and equity.

materials provided on the investor website. Bain Capital Credit and the General Partner of a Bain Capital Credit Fund will, from time to time, in their sole discretion, provide additional information upon request relating to such Bain Capital Credit Fund to one or more limited partners of such Bain Capital Credit Funds as it deems appropriate.

Investors in the CLOs typically receive, from the relevant trustee and among other things, quarterly reports detailing the aggregate principal balance of such CLO's portfolio of assets and the interest and other proceeds received by such CLO from such assets and available for distribution to investors, the aggregate outstanding amount of such CLO's outstanding debt and details regarding certain expenses incurred by such CLO.

Separate Account Clients and 1940 Act Funds generally negotiate reporting requirements specific to their account. In the event of individually negotiated terms for Separate Accounts Clients and 1940 Act Funds, Bain Capital Credit will provide the reporting mutually agreed to by the parties as evidenced in their Advisory Agreement.

Item 14. Client Referrals and Other Compensation

For details regarding economic benefits provided to Bain Capital Credit by non-clients, including a description of related conflicts of interest, please see Item 10 above. In addition, Bain Capital Credit and its related persons will, in certain instances, receive discounts on products and services provided by portfolio companies.

From time to time Bain Capital Credit utilizes placement agents (including Bain Capital Credit's affiliated limited purpose broker dealer, Bain Capital Distributors, LLC) to assist in raising capital from prospective investors.

Item 15. Custody

Bain Capital Credit has determined that it has custody of Bain Capital Credit Partnerships' assets for purposes of the Advisers Act as Bain Capital Credit is a related person of the General Partner of each such Bain Capital Credit Partnership. Bain Capital Credit does not maintain custody of Separate Account Clients or CLO assets. With respect to the 1940 Act Funds, personnel shall only have power and authority as provided for in the advisory or sub-advisory agreement with such 1940 Act Fund and /or such 1940 Act Fund's Board of Directors. It is the policy of Bain Capital Credit to comply with the Advisers Act requirements in respect of the assets of any such Bain Capital Credit Partnership. To the extent the assets of a Bain Capital Credit Partnership are held by one or more custodial banks, such custodial banks maintaining such Bain Capital Credit Partnership assets send account statements to an independent representative of investors in the Bain Capital Credit Partnerships, who compares the account statement received from the custodial bank to the account statements Bain Capital Credit Partnerships delivers to investors. In certain other instances, Bain Capital Credit, in addition to the account statements sent by a qualified custodian, provides account statements directly to the limited partners of the Bain Capital Credit Partnerships. Limited partners of the Bain Capital Credit Partnerships should compare the account statements received from Bain Capital Credit with the account statements received from the qualified custodian.

In accordance with SEC guidance, with respect to certain investments in privately offered securities, a specified custodian may hold only documentation relating to or referencing such investments but not the actual investment itself, and/or investments of a Bain Capital Credit Partnership may not be registered in the name of the custodian. Consequently, the custodian may not have control over the disposition of such investments, or the ability to direct delivery of sale proceeds or other distributions from such investments to the custodian. Further, for such investments, the custodian may not have the ability to validate or reconcile ownership of the investment with any third party, including the issuer.

Item 16. Investment Discretion

Bain Capital Credit provides investment advisory services to each of the Bain Capital Credit Partnerships pursuant to the Advisory Agreements. Investment advice is provided by Bain Capital Credit directly to the Bain Capital Credit Partnerships, subject to the direction and control of the affiliated General Partner of such Bain Capital Credit Partnership and not individually to investors in the Bain Capital Credit Partnerships. Any restrictions on investments in certain types of securities are established by the General Partner of the applicable Bain Capital Credit Partnership, and set forth in the documentation received by each limited partner prior to investment in such Bain Capital Credit Partnership.

Bain Capital Credit provides investment management services to each Separate Account Client's separate account in accordance with the terms and conditions of the Advisory Agreement. The terms of these documents are generally established at the time of the formation of the applicable separate account and are the result of negotiations with the applicable Separate Account Client.

Bain Capital Credit provides collateral management services to each CLO in accordance with the terms and conditions of such Collateral Management Agreement and other related documents of each such CLO. The terms of the Advisory Agreements and other related documents of each CLO were generally established at the time of the formation of the applicable CLO and are the result of negotiations with certain potential investors in the applicable CLO.

With respect to the 1940 Act Funds, Bain Capital Credit provides investment advisory services in accordance with the relevant 1940 Act Fund's investment policies and restrictions, as stated in such 1940 Act Fund's then-current prospectus and statement of additional information.

Item 17. Voting Client Securities

Bain Capital Credit intends to vote proxies or similar corporate actions in accordance with the best interests of the applicable Bain Capital Credit Client, taking into account such factors as it deems relevant in its sole discretion. Upon receipt of a proxy request, Bain Capital Credit's operations department contacts the senior investment professional responsible for the issuer. The senior investment professional reviews the information, determines what is in the best interests of the Bain Capital Credit Client and ensures the vote is completed in a timely manner.

Bain Capital Credit's proxy voting policy is designed to ensure that if a material conflict of interest is identified in connection with a particular proxy vote, that the vote is not improperly

influenced by the conflict. Conflicts of interest will arise from time to time in relation to proxy voting requirements. Bain Capital Credit shall monitor all proxies for any potential conflicts of interest. If a material conflict of interest arises, Bain Capital Credit will determine what is in the best interests of the relevant Bain Capital Credit Client and will seek to take appropriate steps to eliminate any such conflict.

A detailed summary of Bain Capital Credit's proxy voting policies and procedures are available to Bain Capital Credit Clients, prospective clients, limited partners, and prospective limited partners of a Bain Capital Credit Fund during the investment due diligence process, a copy of which may be obtained by Bain Capital Credit's Operations Department.

Existing Bain Capital Credit Clients may obtain copies of relevant proxy logs, identifying how proxies were voted in connection with a Bain Capital Credit Client, and copies of proxy voting policies and procedures upon written request to: Bain Capital Credit, LP, 200 Clarendon Street, Boston, MA 02116. Attn: Compliance Department.

Item 18. Financial Information

Item 18 is not applicable to Bain Capital Credit.

Item 19. Requirements for State-Registered Advisers

Item 19 is not applicable to Bain Capital Credit.