

FORM ADV PART 2A INVESTMENT ADVISER BROCHURE

MOUNTAINGATE MANAGEMENT Co., LLC

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SEC #801-114833

April 19, 2024

This Form ADV Part 2A Brochure (“Brochure”) provides information about the qualifications and business practices of Mountaingate Management Co., LLC. If you have any questions about the contents of this Brochure, please contact us at 303.390.5001. 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 authority.

Mountaingate Management Co., LLC is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). However, such registration does not imply a certain level of skill or training.

Additional information regarding Mountaingate Management Co., LLC and its Relying Advisers is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 - STATEMENT OF MATERIAL CHANGES

Mountaingate Management Co., LLC filed its most recent annual Form ADV Part 2A Brochure on March 28, 2023 and an amendment on August 18, 2023. Since this most recent filing, we report no material changes to our business.

On August 18, 2023, we reported the following material changes to our business:

Effective August 14, 2023, Mr. Trenton J. Sisson and Ms. Eunice S. Cho are appointed Managing Members of Mountaingate Management Co., LLC while Mr. Colton J. King is removed as a Member from Mountaingate Management Co., LLC and Mountaingate Capital, LLC. While Mr. King no longer holds a governance role in these entities, he will continue to maintain his presence at Mountaingate Management Co, LLC through his service on the board of a portfolio company held by Mountaingate Capital Fund I, L.P.

We routinely make changes throughout the Brochure to improve and clarify the descriptions of our business practices and compliance policies and procedures or in response to evolving industry and firm practices. We believe that these changes are not material changes and do not describe them in this Item 2. Current or prospective investors in the Funds advised by the Adviser (as defined in this disclosure) may request a copy of the Adviser's current Brochure at any time by contacting the Chief Compliance Officer at 303.390.5001. Additional information about the Adviser is available on the SEC's website at www.adviserinfo.sec.gov. The Adviser's SEC # is 801-114833.

ITEM 3 - TABLE OF CONTENTS

	<u>Page</u>
Advisory Business.....	2
Fees and Compensation	3
Performance-Based Fees and Side-By-Side Management.....	8
Types of Clients	9
Methods of Analysis, Investment Strategies and Risk of Loss.....	10
Disciplinary Information	36
Other Financial Industry Activities and Affiliations	36
Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	36
Brokerage Practices	37
Review of Accounts	39
Client Referrals and Other Compensation	39
Custody.....	40
Investment Discretion	40
Voting Client Securities	40
Financial Information	41

ITEM 4 - ADVISORY BUSINESS

Mountaingate Management Co., LLC, a Delaware limited liability company and a registered investment adviser, and its affiliated investment advisers, including Mountaingate Management Co. II, LLC, a Delaware limited liability company, and KRG Capital Management, L.P., a Delaware limited partnership (each, a “Relying Adviser,” and together, the “Relying Advisers”), provide investment advisory services to private investment funds offered to qualified investors in the United States and elsewhere. Mountaingate Management Co., LLC commenced operations in March 2015. Mountaingate Management Co., LLC and Mountaingate Management Co. II, LLC are referred to herein as the “Adviser.” Additional information regarding KRG Capital Management, L.P. and its business practices is described in a separate brochure, which is available on the SEC’s website at www.adviserinfo.sec.gov.

Mountaingate Management Co., LLC’s clients include the following private investment funds (each, a “Fund,” and collectively, together with any future private investment fund(s) to which Mountaingate Management Co., LLC, Mountaingate Management Co. II, LLC and/or its affiliates provide investment advisory services, the “Funds”):

- Mountaingate Capital Fund I, L.P.;
- Mountaingate Capital Fund I-A, L.P.; and
- Mountaingate Capital Fund I-FF, L.P. (together with Mountaingate Capital Fund I, L.P. and Mountaingate Capital Fund I-A, L.P., “Fund I”).
- Mountaingate Capital Fund II, L.P.;
- Mountaingate Capital Fund II-A, L.P.; and
- Mountaingate Capital Fund II-FF, L.P. (together with Mountaingate Capital Fund II, L.P. and Mountaingate Capital Fund II-A, L.P., “Fund II”).

Mountaingate Capital Management, L.P. and Mountaingate Capital Management II, L.P. serve as general partner entities that are affiliated with the Adviser (each, a “General Partner,” together with any future general partner entities, the “General Partners,” and collectively with the Adviser, “Mountaingate Capital”). Mountaingate Capital Management, L.P. is the general partner of Fund I. Mountaingate Capital Management II, L.P. is the general partner of Fund II.

Each General Partner and Relying Adviser is subject to the Advisers Act pursuant to Mountaingate Management Co., LLC’s registration in accordance with SEC guidance. This Brochure describes the business practices of Mountaingate Management Co., LLC, Mountaingate Management Co. II, LLC and the General Partners, which operate as a single advisory business together with KRG Capital Management, L.P.

The Adviser is affiliated with the General Partners and performs investment management and administrative functions. In its capacity as the general partner of the relevant Fund, the relevant General Partner has the authority to manage the business and affairs of the relevant Fund, including making all investment decisions, in each case pursuant to the relevant Fund’s limited

partnership agreement (the “Partnership Agreement”). The Funds, including Fund I and Fund II, are private equity funds that invest through negotiated transactions in operating entities generally referred to as “portfolio companies.” Mountaingate Capital’s investment advisory services to the Funds, including Fund I and Fund II, consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for such investments. Investments are made predominantly in non-public companies, although investments in public companies are permitted. Mountaingate Capital’s managing directors, or other personnel of the Adviser will often serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies in which a Fund has invested.

The Adviser’s advisory services are detailed in each Fund’s private placement memorandum and limited partnership agreement and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss.” Investors in a Fund participate in the overall investment program but may be excused from a particular investment due to legal, regulatory or other applicable constraints.

As of December 31, 2023, Mountaingate Capital managed approximately \$904 million in client assets on a discretionary basis. Effective August 14, 2023, Mountaingate Management Co., LLC and Mountaingate Management Co. II, LLC are controlled by Bruce L. Rogers, Stewart A. Fisher, Bennett R. Thompson, Trenton J. Sisson and Eunice S. Cho.

ITEM 5 - FEES AND COMPENSATION

In general, the General Partner receives a management fee and a carried interest in connection with the provision of advisory services to its clients. The General Partner receives additional compensation in connection with management and other services performed for portfolio companies of the Funds and such additional compensation will offset in whole or in part the management fees otherwise payable to the General Partner. Investors in the Funds also bear certain fund expenses.

Management Fees

Fund I and Fund II will each pay the respective General Partner, quarterly in advance, a management fee (the “Management Fee”) equal to 2.0% on an annual basis of aggregate Fund I or Fund II investor capital commitments (“Commitments”), respectively. Investors participating in a closing after the initial closing of Fund I or Fund II bear the Management Fee from the initial closing date. Upon the earlier to occur of (i) the fifth anniversary of Fund I or Fund II’s final closing date, and (ii) the date the General Partner or its Affiliates first receives or begins to accrue management fees with respect to a new equity investment fund with objectives substantially similar to those of Fund I or Fund II, the Management Fee will be reduced and will equal 1.75% of (a) the aggregate Commitments funded for investments, less (b) distributions constituting returns of capital (but only to the extent such distributions arise from a sale of a portfolio security) and amounts relating to certain net write downs and write-offs, as further described in the Partnership Agreement. The Management Fee will be payable until all portfolio investments are distributed or until the respective General Partner’s relationship with Fund I or Fund II is terminated for other reasons (as described in the relevant Partnership Agreement). As a result of

the formation of Fund II, the management fee rate for Fund I has been reduced to 1.75% pursuant to the Partnership Agreement. The General Partner has waived receipt of a portion of the Management Fee for each of Fund I and Fund II, and in lieu thereof received an interest in future profits earned by each of Fund I and Fund II. Pursuant to the Partnership Agreement, such an interest in profits is derived from capital contributions deemed to be made by the General Partner, which are invested in Fund I or Fund II by the limited partners of Fund I or Fund II on the General Partner's behalf, and which operate to reduce the amount of capital the General Partner would otherwise be required to contribute to such Fund. The General Partner will be required to return any distributions received in respect of such deemed capital contributions to the extent a Fund does not generate sufficient profits over its lifetime. Where a Fund's governing documents calculate management fees based on the amount of capital commitments or the amount of investment contributions, the amount of management fees generally will not be reduced based on reductions in investment value, except where specified by the relevant Fund's governing documents. As a general matter, management fees will be payable during term extensions unless otherwise agreed with investors. The Adviser expects that future Funds will also pay a management fee.

In addition, the Management Fee for each limited partner will be reduced by such limited partner's share of (100%) of all transaction fees, monitoring fees and break-up or similar fees paid to the General Partner or its affiliates ("Offset Fees") by, or that relate to, any portfolio company or any prospective portfolio company owned by a Fund and attributable to the Fund's investment or prospective investment in such portfolio company.

Carried Interest

The General Partner will receive a carried interest with respect to each of Fund I and Fund II equal to 20% of all realized profits in excess of an 8% compound preferred return as more fully described in the Partnership Agreement. The carried interest distributed to General Partner is subject to a potential giveback at the end of the Fund's partnership term if the General Partner has received excess cumulative distributions and at certain interim intervals as provided by the Partnership Agreement.

The Adviser expects that the General Partner of future Funds will also receive a carried interest.

Expenses

Each Fund bears certain expenses relating to the operations, activities and investments of such Fund to the extent not paid by portfolio companies or applied to reduce Offset Fees, all as more fully described in the Partnership Agreement. Such expenses include (i) activities with respect to origination, identification and sourcing of investment opportunities for the Fund, including attending and sponsoring industry conferences and events, meeting with consultants, finders, broker-dealers, investment banks and other sources of investments and developing and maintaining an investment pipeline (including any subscriptions to periodicals or databases and dues or membership fees for industry trade groups and related organizations, as well as fees for associated customer relationship manager software and/or other software and service providers; (ii) travel, legal, filing, accounting, auditing, consulting (including consulting, advisory and retainer fees, salary and other compensation paid to, and benefits or personnel costs provided to or

on behalf of, the consultants and other consultants performing industry or investment initiatives or providing services related to cybersecurity or environmental, social and governance investment considerations and policies), financing, broker, dealer, underwriting (including, without limitation, both commissions and discounts), loan administration, private placement, sales commissions, investment banker (including buy-side, sourcing, and sell-side), finder's, financing commitment, origination, exclusivity, real estate title, appraisal (including independent appraisers, engaged by the General Partner in connection with the Fund considering, making or holding an investment in the same entity as one or more investment vehicles (other than the Fund) managed or controlled by the General Partner or any of its affiliates), printing, communications, marketing and publicity, custodian, depositary, trustee, record-keeping, account, agent bank, transfer, registration, administration (including fees and expenses associated with the Fund's third-party administrator(s) for accounting, capital call, distribution, investor reporting, anti-money laundering compliance, tax and other fund administrative services, and fees and expenses associated with tracking or reporting software, if any), reverse breakup, termination and other similar fees and expenses; (iii) expenses incurred in connection with third-party valuations, fairness opinions, research (including licensing fees for third-party market research providers and amounts paid to market research, "expert network" or similar firms in connection with potential and existing investments); (iv) expenses associated with the preparation, distribution or filing of a Fund's financial statements and other reports, tax returns, tax estimates and Schedule K-1s (or equivalents) or other communications with partners or the advisory board, and any other Fund- or investment-related reporting or filing obligations (including licensing, maintenance, upgrade, and/or implementation fees, expenses and costs of any investor administrative tools (including software and extranet tools) and intangible costs incurred in the preparation of such materials and the costs of third-party service providers, distribution agents and professionals related to the foregoing); provided that for the avoidance of doubt, such expenses shall not include any costs associated with Mountaingate Capital's (or any of its affiliates') compliance with the Investment Advisers Act with respect to providing investment management services or advice generally and not specifically to a Fund; (v) expenses of advisory board and annual and other periodic (if any) meetings of Fund investors; (vi) travel, meals and entertainment, including in connection with consummated and unconsummated investment and disposition opportunities; (vii) insurance (including directors and officers liability, fidelity bond, management liability, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums, costs and expenses relating to any retention or deductibles, broker costs and commissions and other insurance and regulatory expenses) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance policies; (viii) other expenses associated with the evaluation, diligencing, investigation, analysis, negotiation, acquisition, structuring, organization, management, monitoring, operation, owning, holding, restructuring, hedging, valuation, trading, taking public or private, sale, winding up, liquidation, dissolution and other disposition of its investments (including all expenses with respect to any transaction, project or other opportunity not consummated or otherwise not successful and/or that may have been offered to co-investors (including co-investors' proportionate share of any expenses related to an investment or other opportunity not consummated) or in seeking to do any of the foregoing, including follow-on investments and financings and refinancings (including interest on borrowed money or the satisfaction of guarantees by or on behalf of a Fund and costs and expenses of any consultants (including consulting and retainer fees paid to the consultants), lenders, investment banks and other financing sources, including interest on money borrowed by (including any credit facility, letter of credit or similar credit support), and

the satisfaction of guarantees made by, a Fund or the relevant General Partner or any affiliated partner on behalf of such Fund); (ix) extraordinary expenses under GAAP including (A) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, governmental inquiry, investigation or proceeding, including the costs and expenses of any discovery related thereto and any judgment, other award or settlement entered into in connection therewith, and (B) indemnification, except to the extent the a Fund's payment of such fee, cost, expense, liability or obligation is otherwise prohibited by the partnership agreement; (x) the Management Fee; (xi) any taxes (including withholding taxes), fees or other governmental charges levied against a Fund, any special purpose vehicle, any alternative investment vehicle or any intermediate entity and all expenses incurred, including by the tax representative and designated individual, in connection with any tax audit, investigation settlement or review of a Fund; (xii) placement fees; (xiii) all costs and expenses of the foregoing description that are incurred in connection with the organization, management, operation, and dissolution, liquidation and final winding up of any alternative investment vehicles; (xiv) costs in connection with limited partner transfers, only to the extent not required to be borne by transferor and transferee; (xv) expenses incurred in connection with structuring, restructuring, terminating, liquidating, winding-up or dissolving a Fund and any legal entities owned directly or indirectly by a Fund, including portfolio companies and related entities; (xvi) recruiting (e.g., headhunter) fees, background checks and relocation expenses related to consultants and portfolio company personnel; (xvii) any activities with respect to protecting the confidential or non-public nature of any information or data; (xviii) expenses relating to calling capital from, or distributing proceeds to, the partners (including costs incurred in connection with defaults by partners in the payment of any capital contributions); (xix) expenses incurred in connection with any amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, and any alternative investment vehicle of the Fund, including the preparation, distribution and implementation thereof; (xx) any and all expenses incurred to comply with any law, regulation, or policy related to the activities of a Fund (including, but not limited to, any regulatory expenses of the General Partner or any administrator related thereto incurred in connection with the operation of the Fund (but excluding, for the avoidance of doubt, any costs associated with the General Partner's (or its affiliates') compliance with the Investment Advisers Act with respect to providing investment management services or advice generally and not specifically to the Fund, any alternative investment vehicle, or portfolio company)) and any costs or expenses related to compliance with any tax or financial account reporting regime (including foreign account reporting requirements and any similar laws) and any applicable data protection laws, and the fees and costs of any third-party consultants, service providers and other professionals (including legal fees) related thereto; (xxi) any other expenses approved by the advisory board.

Except where the Partnership Agreement or side letter(s) expressly provide to the contrary, broken deal expenses generally are allocated among Fund investors regardless of whether any individual investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of the Adviser and/or its affiliates. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In certain cases, these or similar expenses (and/or Offset Fees) are expected to be charged to portfolio

companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. To the extent holding or intermediate entities include one or more special purpose acquisition companies (“SPACs”), the relevant Fund(s) will bear the costs of organizing and offering such SPACs, as well as the amount and dilutive effect of any founders’ equity or similar interests issued thereby that are not held directly or indirectly by the Fund, and except where prohibited by the relevant Fund’s governing documents, such interests are permitted to be issued to the Adviser and its personnel. Each Fund also generally will bear the costs of implementing, monitoring and complying with investment guidelines and directives relating to the Fund’s strategy, including in side letters relating thereto. Additionally, subject to the relevant Fund’s governing documents, a Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Fund invests. As is typical for private equity funds, the Funds will bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds and there can be no assurance that the benefits to investors will be commensurate with such expenses. To the extent that brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in “Brokerage Practices.”

In certain circumstances, one Fund is expected to pay an expense common to multiple Funds (including any private investment funds sponsored by the Relying Advisers (together with its parallel investment vehicles, the “Relying Adviser Funds”) (including without limitation insurance premiums for directors’ and officers’ liability insurance (which are determined annually in consultation with the insurance advisor and broker and which are agreed to by and between the operating boards of the Relying Advisers and the Adviser), legal expenses for a transaction in which all such Funds participate, or other fees or expenses in connection with services the benefit of which are received by other Funds over time), and be reimbursed by the other Funds by their share of such expense, without interest. Such allocations consider a variety of factors including, for example, invested and committed capital of the funds in the case of liability insurance. To the extent the paying Fund makes use of a credit facility to pay such expense, it generally will not be reimbursed separately by other Funds for use of the facility.

Other Information

Mountaingate Capital and/or its affiliates has, in certain circumstances, exempted certain affiliated investors in the Funds from payment of all or a portion of Management Fees and/or carried interest, including Mountaingate Capital and any other person designated by Mountaingate Capital. Any such exemption from fees and/or carried interest could be made by a direct exemption, a rebate by Mountaingate Capital and/or its affiliates, or through other private investment vehicles that co-invest with the Funds.

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Partnership Agreement, over the term of the relevant Fund, and investors generally are not permitted to withdraw or redeem interests in the Funds.

Principals or other employees of Mountaingate Capital generally receive a portion of the Management Fee, carried interest or other compensation received by Mountaingate Capital or its affiliates.

In certain circumstances, Mountaingate Capital is expected to permit certain investors to co-invest in portfolio companies alongside one or more Funds advised by the Adviser, subject to the Adviser's related policies and practices and the relevant Partnership Agreement(s) and/or side letter(s). In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, ultimately is not consummated, all broken deal expenses relating to such unconsummated transaction will be borne by the Fund, and not by any prospective co-investors that were to have participated in such transaction. To the extent a Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it generally will not be reimbursed separately by co-investors for the costs of establishing, negotiating or maintaining the facility as a whole. When the Fund bridges financing for a co-investor, reimbursement to the Fund of the co-investor's allocable share of such bridge financing will be determined by the Adviser in its sole discretion, on a case-by-case basis.

Consultants

The Adviser often retains one or more third parties ("Consultants") to provide services to a Fund, portfolio company and/or prospective portfolio companies and/or to support the Adviser, its affiliates and/or their respective investment professionals in connection with their investment activities on behalf of the Partnership. For the avoidance of doubt, any compensation, including, without limitation, fees, incentive equity or other stock awards, as well as reimbursement of overhead and other out-of-pocket expenses, received by the Consultants would be paid by a portfolio company or prospective portfolio company or directly by a Fund (which payments will not offset or reduce any management fees). Compensation in the form of incentive equity or other stock awards in a portfolio company or intermediate holding company generally has a dilutive impact on the relevant Fund's investment, and the relevant Fund typically will bear the costs of all Consultants' compensation as well as fees, costs and expenses of structuring Consultant arrangements.

ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As described under "Fees and Compensation," the General Partner generally receives a carried interest allocation on certain realized profits in the relevant Fund, although each Fund reserves the right to waive carried interest with respect to certain investors as described under "Fees and Compensation." Additionally, to the extent that Mountaingate Capital has Funds with varying carried interest terms and/or Mountaingate Capital personnel are assigned varying percentages of carried interest from the Funds, Mountaingate Capital and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage.

The Adviser seeks to address the potential for conflicts of interest in these matters with allocation policies that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Fund's investment guidelines and governing documents, as well as other factors that do not include the amount of performance-based compensation received by Mountaingate Capital or any personnel.

Conflicts of interest associated with carried interest are further mitigated by: (a) the requirement that invested capital and related expenses be returned to investors before the general partner of a Fund becomes entitled to receive any carried interest; (b) the requirement that the general partner maintain a capital commitment to the Fund; and (c) a general partner claw back obligation under dissolution of the Fund.

The existence of performance-based compensation has the potential to create an incentive for the relevant General Partner to make more speculative investments on behalf of a Fund than it would otherwise make in the absence of such arrangement, although the Adviser generally considers performance-based compensation to better align its interests with those of its investors.

ITEM 7 - TYPES OF CLIENTS

The Adviser provides investment advice solely to its Fund clients, and references throughout this Brochure to "clients" and to the Adviser's related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds generally include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Funds generally include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, principals or other employees of Mountaingate Capital and its affiliates, as well as portfolio company executives. Certain investors in the Funds, affiliates of Mountaingate Capital, and/or other persons periodically co-invest side-by-side with a Fund in portfolio companies. Under certain circumstances, the Adviser has discretion with respect to co-investment acquisitions or dispositions. Co-investors generally do not pay a fee for services or a carried interest to the General Partner. Any fees received by a General Partner from a co-investor are subject to conditions described in the Fund's Partnership Agreement.

The relevant General Partner also generally is permitted from to establish Funds that are alternative investment vehicles in order to permit certain investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the governing documents of the relevant Fund.

A Fund, including Fund I and Fund II, generally has a minimum investment amount of \$5 million for third-party investors, and interests are offered and sold solely to qualified purchasers, accredited investors who are also qualified clients or qualified knowledgeable Mountaingate Capital personnel. The General Partner reserves the right to waive such minimum investment amount.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

General

Mountaingate Capital is a private equity investment firm specializing in acquiring controlling interests in middle-market companies and growing them into significantly larger enterprises through the combination of internal growth and selective strategic add-on acquisitions. *There can be no assurance that Mountaingate Capital will achieve the investment objectives of any Fund and a loss of investment is possible.*

Investment and Operating Strategy

Mountaingate Capital's investment strategies are focused primarily on buy-and-build investment opportunities. It is expected that the Funds will focus on investments in middle-market companies primarily within the specialty distribution, marketing services, specialty manufacturing and business services industries, though future Fund investment focus industries are expected to vary.

Mountaingate Capital seeks to identify attractive platform companies in these sectors for investment by the Funds. After an initial investment in a platform company, the Adviser generally will seek to participate with management of the company to formulate a growth and acquisition strategy. The Adviser will often seek management rights in connection with its investments, including board or observer rights.

Investment opportunities for the Funds are captured in a continuously updated database and discussed each week in regularly scheduled meetings of Mountaingate Capital investment professionals and other staff members. Weekly meetings create a forum for preliminary evaluation of every potential platform company investment opportunity, encouraging early strategic discussion about investment risks and merits inherent in each opportunity and facilitating the prioritization of opportunities to ensure that resources are directed to the highest potential opportunities. All potential investments that are judged to meet the Adviser's stated investment objectives for the relevant Fund are then subject to a due diligence review. In connection with an investment opportunity, the Adviser assembles a due diligence team, which includes Mountaingate Capital's managing directors and a group of external specialists in areas such as environmental, insurance, accounting, legal and employee benefits. Investments are subject to final approval by the Investment Committee based on an internally prepared memorandum that details, among other factors:

- projected return on the investment,
- industry attractiveness review,
- competitive review of industry,
- valuation of company,
- management team depth and experience assessment, and
- type of security offered.

The Adviser periodically receives information regarding investment opportunities from financial services companies or intermediaries, including companies and individuals affiliated with the Adviser.

Risks of Investment

Each Fund's investors bear the risk of loss that Mountaingate Capital's investment strategy entails. The following risk factors are generally applicable to Mountaingate Capital's investment strategy. However, additional risk factors, including risk factors that are specific to the investment strategy of a particular Fund are described in each Fund's private placement memorandum, subscription agreement, or risk disclosure statement.

Business Risks

Because a Fund's investments primarily consist of securities issued by privately held, unseasoned companies, operating results will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

Leveraged Investments

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

A Fund is also permitted to borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that such Fund would be compensated for providing such guarantee or exposure to such liability. The use of leverage by a Fund generally also will result in fees, interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. While Fund-level borrowings generally will be interim in nature, asset-level leverage generally will not be subject to any limitations regarding the amount of time such leverage remains outstanding.

A Fund is permitted to incur leverage on a joint and several basis with one or more other Funds and entities managed by the Adviser or any of its affiliates and often have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts are permitted to be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund.

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

Subscription Lines

A Fund generally will enter into a subscription line with one or more lenders in order to finance its operations, including the acquisition, financings, or refinancings of the Fund's investments, as well as to consolidate or make less frequent capital calls to limited partners. Fund-level borrowing subjects limited partners to certain risks and costs. For example, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in additional partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment and negotiation of the terms of the borrowing facility. A subscription line's interest rate may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, or results in short-term gains to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of the General Partner and its affiliates and increases the likelihood that any hurdle or preferred return component in the Fund's carried interest arrangements will be met. Portfolio company financing from a subscription line, rather than from a Fund-level equity commitment, has the potential to increase such returns, particularly in instances where the relevant amount has been drawn for an extended period of time. In other circumstances the use of Fund-level borrowing can increase the base of a Fund's Management Fee calculation, such as during periods where Management Fees are based in whole or in part on an acquisition cost that includes a borrowing component. Because Management Fees are incurred whether an investment is financed through capital calls or borrowings, and a Fund's preferred return typically does not accrue on outstanding borrowings, the relevant General Partner has an incentive to cause the Fund to make investments and/or pay such amounts using a subscription line rather than making capital calls. The use of Fund-level borrowing arrangements, and the repayment or non-repayment thereof, can also influence the

determination of the end of a Fund's investment period, and cause or defer a related change in the basis of the relevant Fund's Management Fee calculation under the governing documents. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors, as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on the relevant General Partner's ability to consent to the transfer of a limited partner's interest in the Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants, which could affect the implementation of the Fund's investment strategy. In addition, in order to secure a subscription line, the relevant General Partner may request certain financial information and other documentation from limited partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and could agree to terms that are not the most favorable to one or more limited partners. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

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

If an investment appreciates in value and is disposed of prior to repayment, the relevant Fund will generally apply disposition proceeds to repay the borrowing and related interest and expenses, the absence of invested capital funded by limited partners potentially will result in a distribution of net proceeds without a preferred return accrual on the amount invested. Accordingly, borrowings have the potential to support the distribution of proceeds to limited partners and increase the potential carried interest for the relevant General Partner, as reduced by the interest incurred by the relevant Fund. Subject to any limitations in the governing documents,

this scenario potentially incentivizes the relevant General Partner to permanently fund the acquisition and ongoing capital needs of a Fund's investments and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never, if principal and interest on such borrowings are always repaid out of disposition proceeds).

Investment Performance

The performance of Mountaingate Capital's prior investments is not necessarily indicative of any Fund's future results. While Mountaingate Capital expects that a Fund will make investments that have estimated returns commensurate with the risks undertaken, there can be no assurance that the targeted internal rate of return will be achieved. On any given investment, loss of principal is possible. With respect to a Fund's unrealized investments, no assurance can be given as to the actual values that are ultimately realized in any transaction, if and when effected.

Investment in Junior Securities

The securities in which a Fund will invest may be among the most junior in a portfolio company's capital structure and thus subject to the greatest risk of loss. Generally, there will be no collateral to protect an investment.

Non-Controlling Investments

In some circumstances, including through the process of exiting investments, a Fund may hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. As is the case with minority holdings in general, such minority stakes that a Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums afforded majority or controlling stakes. Where a Fund holds a minority stake, it may be more difficult for the Fund to liquidate its interests than it would be had the Fund owned a controlling interest in such company. Even if the Fund has contractual rights to seek liquidity of the Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

Public Company Holdings

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

Concentration of Investments; Impact of Excuse or Exclusion

A Fund will participate in a limited number of investments and could seek to make several investments in one industry or one industry segment or within a short period of time. As a result, a Fund's investment portfolio could become highly concentrated and its aggregate return may be

affected substantially by the performance of a few holdings. A limited partner's participation in a Fund's investments may be limited by virtue of the General Partner's right to exclude a limited partner from, or a limited partner's right to be excused from, participating in certain of the Fund's investments as set forth in the Partnership Agreement, thereby increasing the participation of other limited partners. As a consequence of one or more limited partners being excused or other factors limiting investments, the aggregate returns realized by the participating limited partners could be adversely affected in a material manner by the unfavorable performance of even one investment by a Fund.

Dynamic Investment Strategy

While Mountaingate Capital generally intends to seek attractive returns for a Fund through the investment strategy and methods described herein, Mountaingate Capital reserves the right to pursue additional investment strategies and therefore modify or depart from its initial investment strategy, investment process or investment techniques to the extent it determines such modification or departure to be appropriate and consistent with the Partnership Agreement. Mountaingate Capital reserves the right to pursue investments outside of the industries and sectors in which it has previously made investments or has internal operational experience.

Lack of Sufficient Investment Opportunities

Limited partners will be relying on the ability of Mountaingate Capital to locate and evaluate the investments to be made using the proceeds of this offering. Limited partners will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the particular investments to be made by a Fund. In addition, the business of identifying, structuring and completing private equity transactions is highly competitive, involves a high degree of uncertainty, and is subject in some cases to the prevailing capital market, regulatory or political environment. There can be no assurance that Mountaingate Capital will be able to locate, and a Fund will be able to complete, portfolio investments that satisfy the Fund's rate of return objectives or, if completed, realize such investments for fair or attractive values. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. Even if the investments of a Fund are successful, they may not produce a realized return to the limited partners for a number of years. However, limited partners will be required to bear Management Fees during the investment period based on the entire amount of the limited partners' capital commitments and other expenses as set forth in the Partnership Agreement.

Co-Investments

Mountaingate Capital reserves the right to provide or commit to provide co-investment opportunities to one or more limited partners and/or other persons, in each case on terms to be determined by Mountaingate Capital in its sole discretion. Conflicts of interest arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, made to one or more persons for any number of reasons as determined by Mountaingate Capital in its sole discretion, may not be in the best interests of the Fund or any individual limited partner. In exercising its sole discretion in connection with such co-investment opportunities, Mountaingate Capital will consider some or all of a wide range of factors, which could include the likelihood that an investor may invest in a future fund sponsored by Mountaingate Capital or its affiliates. The Fund reserves the right to co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments involve risks not present in investments where a third-party is not involved, including the possibility that a third-party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of the Fund, or

could take action contrary to the investment objectives of the Fund.

Illiquidity; Lack of Current Distributions

An investment in a Fund should be viewed as illiquid. It is uncertain when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, Mountaingate Capital generally does not expect the sale of an investment to occur until a number of years after that investment is made. Typically, there will be no return on any investment prior to a sale of that investment. Furthermore, the expenses of operating a Fund (including the Management Fee) may exceed the Fund's income, in which case expenses will be paid from capital to the extent of any excess.

Limited Transferability of Partnership Interests

There will be no public market for Fund interests, and none is expected to develop. There are substantial restrictions upon the transferability of Fund interests under the Partnership Agreement and applicable securities laws. In general, withdrawals of Fund interests are not permitted. There is currently no efficient market for limited partner interests in a Fund and it is not expected that one will develop.

Need for Follow-On Investments

Following its initial investment in a given portfolio company, a Fund may decide to provide additional funds to such portfolio company or its subsidiaries or may have the opportunity to increase or support its investment in a successful portfolio company (and in many cases will seek to make add-on investments that are intended to be complementary to a Fund's original acquisition as part of the Fund's buy-and-build strategy), whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons. There is no assurance that the Fund will make follow on investments or that the Fund will have sufficient funds to make all or any of such investments. Any decision by the Fund not to make add-on or follow on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for the Fund to increase its participation in a successful portfolio company or the dilution of the Fund's ownership in a portfolio company if a third party invests in such portfolio company in lieu of the Fund.

Restricted Nature of Investment Positions

There will be no readily available market for a substantial number of a Fund's investments, and hence most of a Fund's investments will be difficult to value. Certain investments may be distributed in kind to the investors of the Fund and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such investors. After a distribution of securities is made to the investors, many investors may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities are sold by such investors may be lower than the value of such securities determined pursuant to the Partnership Agreement, including the value used to determine the amount of carried interest available to the General Partner with respect to such investment.

Hedging Arrangements

Mountaingate Capital is authorized (but not obligated) to endeavor to manage a Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. A Fund would generally incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over the counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used.

In some cases, particularly in OTC contexts, hedging arrangements will subject a Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose the Fund to additional liquidity risks if such contracts cannot be adequately settled.

Certain hedging arrangements may create for Mountaingate Capital and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission or other regulator or comply with an applicable exemption.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies

Before making investments, Mountaingate Capital or one of its designated affiliates will typically conduct such due diligence as they deem reasonable and appropriate based on the facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties are generally involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto and Mountaingate Capital and/or one of its designated affiliates may rely on the advice received from such third parties. The due diligence investigation carried out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in an investment being successful or even ensure a return of invested capital.

Uncertain Economic, Social and Political Environment

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

Climate Change

Global climate change is widely considered to be a significant threat to the global economy. Investments of a Fund in certain locations may face risks from the physical effects of climate change, such as risks posed by increasing frequency or severity of extreme weather events and rising sea levels and temperatures. Additionally, the Paris Agreement and other initiatives by international, federal, state, and regional policymakers and regulatory authorities as well as private actors seeking to reduce greenhouse gas emissions may expose such assets to so-called “transition risks” in addition to physical risks, such as: (i) regulatory and litigation risk (e.g., changing legal requirements that could result in increased permitting and compliance costs, changes in business operations, or the discontinuance of certain operations, and litigation seeking monetary or injunctive relief related to climate impacts), (ii) technology and market risk (e.g., declining market for products and services seen as greenhouse gas intensive or less effective than alternatives in reducing greenhouse gas emissions); and (iii) reputational risk (e.g., risks tied to changing customer or community perceptions of an asset’s relative contribution to greenhouse gas emissions). These climate risks could also result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment activities once undertaken, any of which could have a material adverse effect on an investment or Fund.

Social Media and Publicity Risk

The use of social networks, message boards, internet channels and other platforms has become widespread within the United States and globally. As a result, individuals now have the ability to rapidly and broadly disseminate information or misinformation, regarding the Adviser, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

Public Health Emergencies

Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola, and COVID-19, have and are resulting in market disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

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

A public health emergency could have a significant adverse impact and result in significant losses to the Funds. The extent of the impact on the Funds' and their portfolio companies' operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Funds to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Funds intend to pursue, all of which could adversely affect the Funds' ability to fulfill their investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies, the General Partner and the Adviser may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, restrictions on travel and movement, remote-working requirements and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity's personnel. These measures may also hinder such entities' ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

Market Conditions

The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for a Fund and may affect a Fund's ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) may also increase the risks inherent in a Fund's investments and could have a negative impact on the performance and/or valuation of the portfolio companies. A Fund's performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and a Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of a Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event the Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices that Mountaingate Capital believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective.

Monetary Policy and Governmental Intervention

In response to the global financial crisis in 2008, the Board of Governors of the Federal Reserve System (the “Federal Reserve”) and global central banks, including the European Central Bank, in addition to other governmental actions to stabilize markets and seek to encourage economic growth, acted to hold interest rates to historic lows. These and other actions by the Federal Reserve and other central bankers, including changes in policies, may have a significant effect on interest rates and on the U.S. and world economies generally, which in turn may affect the performance of a Fund’s investments on an absolute and/or relative basis. In addition, the consequences of the extensive changes to the regulation of various markets and market participants contemplated by the legislation and increased regulation arising out of the global financial crisis have not been fully implemented in all cases and therefore the ultimate effects thereof are difficult to predict or measure with certainty. More recently, in response to interagency guidance on leveraged lending by the Federal Reserve, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation intended to curtail certain leveraged lending to market participants such as private equity firms. In connection with their investment activities, private equity funds may need to finance portfolio investments with a greater proportion of equity relative to prior periods and the terms of debt financing may be less flexible for borrowers compared to prior periods. These developments may impair a Fund’s ability to consummate transactions and/or cause a Fund to enter into transactions on less favorable terms.

Reliance on Mountaingate Capital and Portfolio Company Management

Control over the operations of a Fund will be vested entirely in Mountaingate Capital, and a Fund’s future profitability will depend largely on the business and investment acumen of Mountaingate Capital’s managing directors. Further, there can be no assurance that a Fund’s investments will achieve results similar to those attained by Mountaingate Capital’s managing directors on behalf of a Relying Adviser. In addition, a Fund’s investments may differ from previous investments made by the historical private investment funds managed by a Relying Adviser in a number of respects. The loss or reduction of service of one or more of Mountaingate Capital’s managing directors could have a material adverse effect on a Fund’s ability to realize its investment objectives. In addition, Mountaingate Capital’s managing directors currently, and may in the future, manage other investment funds (including responsibilities with respect to Relying Adviser Funds) and Mountaingate Capital’s managing directors may need to devote substantial amounts of their time to the investment activities of such other funds, which poses conflicts of interest in the allocation of the time of Mountaingate Capital’s managing directors. Investors in a Fund generally have no right or power to take part in the management of the Fund, and as a result the investment performance of a Fund will depend entirely on the actions of Mountaingate Capital. Although Mountaingate Capital will monitor the performance of each Fund’s investments, the primary responsibility for the day-to-day management and operations of each portfolio company will rest with each portfolio company’s management team. Although Mountaingate Capital intends to invest in companies with strong management, there can be no assurance that the management of a Fund’s portfolio companies will operate these companies successfully.

Unfunded Pension Liabilities of 80%-Owned Portfolio Companies

Recent court decisions have suggested that, where an investment fund owns 80% or more of a portfolio company, the fund (and any other 80%-owned portfolio companies of the fund) might be found liable for certain pension liabilities of such a portfolio company to the extent the portfolio company is unable to satisfy such liabilities. Although a Fund intends to manage its investments to minimize any such exposure, a Fund may own an 80% or greater interest in a portfolio

company that has unfunded pension fund liabilities. If a Fund (or other 80%- owned portfolio companies of the Fund) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the Fund and the companies in which the Fund invests.

Director Liability

A Fund will typically receive the right to appoint representatives to the board of directors of the companies in which it invests. Serving on the board of directors of a portfolio company exposes the fund's representatives, and ultimately the Fund, to potential liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from the Fund's investment activities. Although portfolio companies generally have insurance to protect directors and officers from such liability, such insurance may not be obtained by all portfolio companies and may be insufficient if obtained.

Projections

Projected operating results of a company in which a Fund invests will typically be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by Mountaingate Capital in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results could differ significantly from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

Foreign Investments

Subject to certain limitations, a Fund may invest in companies that are based and operate outside of the United States. Investments in foreign securities involve certain risks not typically associated with investing in United States securities, including risks relating to (a) currency exchange matters, including fluctuations in the rate of exchange between the United States dollar and the various foreign currencies in which the fund's foreign investments are denominated, and costs associated with conversion of investment principal and income from one currency into another, (b) differences between the United States and foreign securities markets, including potential price volatility in and relative liquidity of some foreign securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation, (c) certain economic, social and political risks, including potential exchange control regulations and restrictions on foreign investment and repatriation of capital, the risks of political, economic or social instability and the possibility of expropriation or confiscatory taxation and (d) the possible imposition of foreign taxes on income and gains recognized with respect to such securities.

Availability of Debt Financing

The debt markets have experienced significant volatility, resulting at times in less available total leverage and more restrictive and expensive financing terms and conditions. While credit availability loosens and tightens during various times in a business cycle, Mountaingate Capital expects this volatility could continue into the future, and cannot predict how it will impact the performance of investments in any Fund.

Possibility of Fraud or Other Misconduct of Employees and Service Providers

Misconduct by employees of Mountaingate Capital, portfolio company officers or employees, service providers to the foregoing and/or their respective affiliates could cause significant losses to a Fund. Misconduct may include entering into transactions without authorization, the failure to comply with operational and risk procedures, including due diligence procedures, misrepresentations as to investments being considered by the Fund, the improper use or disclosure of confidential or material, non-public information, which could result in litigation or serious financial harm, including limiting a Fund's business prospects or future marketing activities, and non-compliance with applicable laws or regulations and the concealing of any of the foregoing. Such activities would likely result in reputational damage, litigation, business disruption and/or financial losses to the Fund. Mountaingate Capital has controls and procedures through which it seeks to minimize the risk of such misconduct occurring. However, no assurances can be given that Mountaingate Capital will be able to identify or prevent such misconduct.

Sanctioned Investors

If after subscribing to a Fund a limited partner is included on a list of prohibited persons maintained by a relevant regulatory or governmental authority (including OFAC or equivalent non-U.S. authorities) (a "Sanctions List"), the relevant General Partner will have the sole discretion to determine the resolution, remedy and manner of compliance of the Fund with applicable laws, including without limitation a "freeze" on distributions and/or capital calls from the relevant limited partner and reporting to the relevant authorities. Adverse actions by any such authorities, including temporary or permanent stays or holds on the Fund's activities, could materially and adversely affect the Funds.

Limitation of Recourse and Indemnification

A Fund's Partnership Agreement will limit the circumstances under which Mountaingate Capital and its affiliates will be held liable to a Fund. As a result, limited partners may have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, the Partnership Agreement will provide that the Fund will indemnify Mountaingate Capital and its affiliates for certain claims, losses, damages and expenses arising out of their activities on behalf of a Fund. Such indemnification obligations could materially impact the returns to limited partners. Notwithstanding anything to the contrary contained herein or in the governing documents, including, without limitation, as it relates to any indemnification or exculpation of a General Partner or the Adviser, nothing in this Brochure or the Offering Documents shall be applied by a General Partner to constitute a waiver of any person's non-waivable federal fiduciary duties to a Fund under the Investment Advisers Act.

Significant Default Penalties

A Fund's Partnership Agreement contains significant penalties in the event a limited partner defaults on its capital commitment or other payment obligations. For example, the defaulting limited partner may be required, among other things, to forfeit a substantial portion of its capital account and rights to future profits (but not losses) that otherwise would have been allocable to the limited partner and/or Mountaingate Capital may designate a person or entity to assume the entire unpaid balance of the defaulting limited partner's capital commitment and to succeed to all of the rights of the defaulting limited partner's interest. In addition, Mountaingate Capital may take other actions provided in a Fund's Partnership Agreement and pursue any available legal or equitable remedies, with the expenses of collection of the unpaid amount, including attorneys' fees, to be paid by the defaulting limited partner.

Risks Associated with Future Acquisitions

As part of a Fund's buy-and-build strategy, the Fund's platform companies will seek add-on acquisitions that enable them to expand their existing product lines or services, broaden their geographic coverage and/or allow them to offer complementary products or services. There can be no assurance that the companies in a Fund's portfolio will be able to acquire businesses on satisfactory terms or that any business acquired by a platform company will be integrated successfully into that company's operations or be able to operate profitably. Future acquisitions could require additional financing, which could result in an increase in a platform company's indebtedness.

Contingent Liabilities on Disposition of Investments

In connection with the disposition of an investment in a portfolio company, the Fund and Mountaingate Capital are generally required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, for example, about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, or may be responsible as a selling stockholder for certain contents of disclosure documents under applicable securities laws. A Fund and Mountaingate Capital may also be required to indemnify the purchasers of such investments or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. Limited partners may be required to return distributions received by them to pay such indemnification obligations, subject to certain limitations provided in the Partnership Agreement.

Litigation

In the ordinary course of its business, a Fund may be subject to litigation. The outcome of such proceedings may materially adversely affect the value of the Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of Mountaingate Capital's (and Mountaingate Capital's managing directors') time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Disclosure of Information

The limited partners are expected to include entities that are subject to public disclosure requirements, including state public records or similar freedom of information laws which may compel public disclosure of confidential information regarding a Fund, its investments and its investors. There has been a recent increase in the number of requests under such laws for contracts (including the partnership agreement, subscription agreement and any side letter) that investors in private equity funds that are subject to such laws have in place with such private equity funds. A Fund will incur expenses in connection with responding to any such disclosure requests, even if the Fund ultimately succeeds in asserting confidentiality for any requested documentation. Moreover, notwithstanding the obligation that the limited partners will have pursuant to the Partnership Agreement to maintain the confidentiality of a Fund's information, there can be no assurance that such information will not be disclosed either publicly or to regulators, law enforcement or otherwise. In addition, there can be no assurance that such information will not be disclosed by the Fund, Mountaingate Capital, their affiliates and personnel, portfolio companies or services providers to any of them including, without limitation, to comply with laws, regulations or policies to which they are or may become subject. In addition, under The Dodd-Frank Wall

Street Reform and Consumer Protection Act, the SEC has authority to require private equity fund advisers, such as Mountaingate Capital, to file additional reports with the SEC regarding their funds and investment activities. Any public disclosure of Fund information could have an adverse effect on the Fund and its investors.

Valuation of Assets

There is not expected to be an actively traded market for most of the securities owned by a Fund. When estimating fair value, Mountaingate Capital will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values will likely 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 ultimately may be sold. The exercise of discretion in valuation by Mountaingate Capital gives rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of Management Fees.

Impact of Government Regulation, Reimbursement and Reform

Certain industry segments in which a Fund intends to invest are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While a Fund intends to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a materially adverse effect on the operations and/or financial performance of the companies in which a Fund invests. Certain industry segments in which a Fund intends to invest have and will likely continue to be, significantly impacted by recent legislative changes, and various U.S. federal, state or local or non-U.S. legislative proposals related to such industry are introduced from time to time, which, if adopted, could have a significant impact on such industry in general and/or on companies in which a Fund invests.

Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes

There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on a Fund's activities, including the ability of the Fund to effectively and timely address such regulations implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

The combination of such scrutiny of private equity firms (along with other alternative asset managers) and their investments by various politicians, regulators and market commentators, and the public perception that certain alternative asset managers, including private equity firms, contributed to the downturn in the U.S. and global financial markets, may complicate or prevent a Fund's efforts to structure, consummate and/or exit investments, both in general and relative to competing bidders outside of the alternative asset space. As a result, the Fund may invest in fewer transactions or incur greater expenses or delays in completing or exiting investments than it otherwise would have.

Additionally, the U.S. Congress has considered proposed legislation that would treat certain income allocations to service providers by partnerships such as a Fund (including any carried interest) as ordinary income for U.S. federal income tax purposes that under current law is treated as an allocation of the partnership's income, which may be taxed at lower rates than ordinary income. Enactment of any such legislation could adversely affect the ability of Mountaingate Capital's managing directors, investment professionals or other employees and individuals associated with a Fund or the General Partner who were or may in the future be granted direct or indirect interests in the General Partner, to benefit from carried interest taxed at lower rates. Such legislation may reduce such persons' after-tax returns from a Fund and the General Partner, which could make it more difficult for the Adviser and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. These same issues may also apply to officers, directors and employees of a Fund's portfolio companies if such persons receive a profits interest in such companies.

Additionally, the SEC has indicated that it intends to seek to enact changes to numerous areas of law and regulations that would impact the business of Adviser and the Funds. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed and enacted new rules that 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 the Adviser and its affiliates, the Fund and/or their investments. In addition, the Funds are expected to bear significant increased costs as a result of such rules, including costs relating to investor reporting and disclosures. Significant time and resources may be required to comply with new regulations, which potentially will detract from the time and resources dedicated to the Funds. Certain rules are or may become subject to legal challenge from private fund industry groups and others, and to the extent such legal challenges are successful, investors will not be afforded some or all of the protections provided by these rules.

Alternative Investment Fund Managers Directive

The EU Alternative Investment Fund Managers Directive (the "AIFMD") regulates the activities of certain private fund managers undertaking fund management activities or marketing fund interests to investors within the European Economic Area ("EEA"). If a Fund or one or more of its parallel funds is actively marketed to investors domiciled or having their registered office in the EEA in circumstances where no transitional relief is available: (i) a Fund or one or more of its parallel funds may be subject to certain reporting, disclosure and other compliance obligations under the AIFMD, which may result in the Fund or one or more of its parallel funds incurring additional costs and expenses; (ii) a Fund or one or more of its parallel funds and/or Mountaingate Capital may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions, which may result in the Fund or one or more of its parallel funds incurring additional costs and expenses or otherwise affect the management and operation of the Fund or one or more of its parallel funds; (iii) Mountaingate Capital or an affiliate thereof may be required to make detailed information relating to a Fund or one or more of its parallel funds and their respective investments available to regulators and third parties; and (iv) the AIFMD may also restrict certain activities of a Fund or one or more of its parallel funds in relation to EEA portfolio companies including, in some circumstances, the Fund's or one or more of its parallel funds ability to recapitalize, refinance or potentially restructure an EEA portfolio company within the first two years of ownership. In addition, it is possible that some EEA jurisdictions will elect to restrict or prohibit the marketing of non-EEA funds to investors based in

those jurisdictions, which may make it more difficult for a Fund or one or more of its parallel funds to raise the targeted amount of capital commitments.

Ongoing Military Conflict

There is currently an ongoing military conflict between Russia and the Ukraine which, has caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. In addition, in October 2023, Hamas terrorists infiltrated Israel's southern border from the Gaza Strip and conducted a series of attacks on civilian and military targets. Hamas also launched extensive rocket attacks on Israeli population and industrial centers located along Israel's border with the Gaza Strip and in other areas within the State of Israel. These attacks resulted in extensive deaths, injuries and kidnapping of civilians and soldiers. Following the attack, Israel's security cabinet declared war against Hamas and a military campaign against these terrorist organizations commenced in parallel to their continued rocket and terror attacks.

Moreover, the clash between Israel and Hezbollah in Lebanon, may escalate in the future into a greater regional conflict. However, the ultimate impact of the Russia-Ukraine and Israel-Hamas conflicts and their effect on global economic and commercial activity and conditions, and on the operations, financial condition, and performance of the Funds or any particular industry or business and the duration and severity of those effects, are difficult to predict.

Anti-Corruption Law Considerations

Mountaingate Capital and its Funds are committed to complying with the aspects of the U.S. Foreign Corrupt Practices Act ("FCPA"), the Bribery Act ("UKBA") and other anti-corruption and anti-bribery laws and regulations, as well as anti-boycott regulations, to which they are subject. As a result, a Fund may be adversely affected or miss out on opportunities because of its or Mountaingate Capital's unwillingness to participate in transactions that potentially violate such laws and regulations. Such laws and regulations may make it difficult in certain circumstances for a Fund to act successfully on investment opportunities and for portfolio companies to obtain or retain business.

In recent years, the U.S. Department of Justice and the SEC have devoted greater resources to enforcement of the FCPA. In particular, U.S. regulators recently have been focused on private equity firms and their compliance with the FCPA. In addition, the United Kingdom has significantly expanded the reach of its anti-bribery laws. The UK government passed into law the UKBA in 2010. The UKBA criminalizes both the bribery of foreign public officials and commercial bribery. The UKBA also makes provision for a strict liability corporate offense of failing to prevent bribery committed by employees or third parties associated with a company. The corporate offense applies to any organization which carries on business or part of a business in the UK. The corporate offense is subject to an affirmative defense which is engaged if a company can show that it had in place adequate procedures to prevent bribery committed on its behalf.

While Mountaingate Capital has developed and implemented policies and procedures designed to ensure strict compliance by it and its personnel with the FCPA and the UKBA, such policies and procedures may not be effective in all instances to prevent violations. In addition, in spite of Mountaingate Capital's policies and procedures, affiliates of portfolio companies, particularly in cases where a Fund or another Mountaingate Capital sponsored fund or vehicle does

not control such portfolio company, may engage in activities that could result in FCPA and/or UKBA violations. Any determination that Mountaingate Capital has violated the FCPA, the UKBA or other applicable anti-corruption laws or anti-bribery laws could subject it to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and/or a general loss of investor confidence, any one of which could adversely affect Mountaingate Capital's business prospects and/or financial position, as well as a Fund's ability to achieve its investment objective and/or conduct its operations.

Pay-to-Play Laws, Regulations and Policies

A number of states and municipal pension plans have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state entities, including those seeking investments by public retirement funds. The SEC has adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation to a government client for two years after the adviser or certain of its executives or employees makes a contribution to certain elected officials or candidates. If Mountaingate Capital, any of its employees or affiliates or any service provider acting on their behalf, fails to comply with such laws, regulations or policies, such non-compliance could have an adverse effect on a Fund. Limited partners may also seek to pursue individual remedies, including withdrawal rights, which may be included in side letters or otherwise imposed by statute.

Imposition of Tax Regardless of Cash Distributions

Partners will be required to recognize for income tax purposes their pro rata share of the taxable net income of a Fund whether or not the partners receive distributions from the Fund to cover such tax liabilities. The Fund may distribute amounts sufficient to cover the partners' income tax obligations related to the Fund to the extent of available cash, but there is no assurance that the Fund will be able to do so. The Fund may generate taxable income for a partner even though the value of the partner's interest in the Fund has declined.

Changes in U.S. Federal Income Tax Law.

All statements contained herein concerning the U.S. federal income tax (or other tax) consequences of an investment in a Fund are based on existing law and interpretations thereof. Changes in U.S. federal income tax law could materially affect the tax consequences of a limited partner's investment in a Fund and the tax treatment of the Fund's portfolio companies. While some of these changes could be beneficial, others could negatively affect the after-tax returns of a Fund and the limited partners. Accordingly, no assurance can be given that the currently anticipated tax treatment of an investment in a Fund, or of investments made by a Fund, will not be modified by legislative, judicial, or administrative changes, possibly with retroactive effect, to the detriment of the limited partners.

Tax Liability Considerations.

A Fund may take positions with respect to certain tax issues that depend on legal and other interpretive conclusions. Should any such positions be successfully challenged by a taxing authority, a limited partner might be found to have a different tax liability for that year than that reported on its tax returns. In addition, a taxing authority's review of a Fund may result in a review of the returns of some or all of the limited partners, which examination could result in adjustments to the tax consequences initially reported by a Fund and affect items not related to a limited partner's investment in the Fund. If such adjustments result in an increase in tax liability

for any year, a Fund or one or more of the limited partners may also be liable for interest and penalties with respect to the amount due. The legal and accounting costs incurred in connection with any taxing authority's review of a Fund's tax returns will be borne by the Fund. The cost of any review of a limited partner's tax return will be borne solely by the limited partner. The taxation of partnerships and partners is complex.

Cybersecurity Risks

Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company's systems, such portfolio company may be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information, (ii) customer or portfolio company financial information, (iii) portfolio company software, contact lists or other databases, (iv) portfolio company proprietary information or trade secrets or (v) other items. In certain events, a portfolio company's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks. Any of such circumstances could subject a portfolio company, or a Fund, to substantial losses, including losses relating to misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Mountaingate Capital or one of its service providers holding its financial or investor data, Mountaingate Capital, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under Mountaingate Capital's policies and practices.

Privacy and Data Protection Law Compliance Risk

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

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

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

Environmental, Social and Governance (“ESG”) Matters

The Adviser maintains an ESG policy and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements. There is no guarantee that the Adviser will be able to successfully implement its ESG policy or to make investments in companies that create a positive ESG impact while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized by the Adviser, or any judgment exercised by the Adviser, will reflect the beliefs or values of any particular investor. There are also significant differences in interpretations of what positive ESG characteristics mean by region, industry and topic. The Adviser’s interpretations and decisions are expected to differ from others’ views and could also evolve over time. In addition, in evaluating an investment, the Adviser expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause the Adviser to incorrectly assess a company’s ESG practices and/or related risks and opportunities. The Adviser does not intend independently to verify all ESG information reported by investments or third parties. Further, considering ESG qualities when evaluating an investment could result in the selection or exclusion of certain investments based on the Adviser’s view of certain ESG-related and other factors and could cause the relevant Funds not to make an investment that they would have made or to make a management decision with respect to an investment differently than they would have made in the absence of the ESG Policies, which could negatively impact the Adviser’s performance. For avoidance of doubt, however, the Adviser does not expect to subordinate a Fund’s investment returns or increase a Fund’s investment risks as a result of (or in connection with) the consideration of any ESG factors.

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

Conflicts of Interest

Conflicts of Interest Generally

Mountaingate Capital and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account and for the account of a Fund, and providing transaction-related, investment advisory, legal, management and other services to a Fund and its portfolio companies. In the ordinary course of Mountaingate Capital conducting its activities, the interests of a Fund may conflict with the interests of Mountaingate

Capital, one or more other Funds, or a Relying Adviser, including a Relying Adviser Fund, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein.

During the investment period of a Fund, all appropriate investment opportunities will be pursued by Mountaingate Capital principals through the Fund, subject to certain limited exceptions, including the possibility that investment opportunities may be pursued by certain Mountaingate Capital principals through another Fund or a Relying Adviser Fund. Without limitation, Mountaingate Capital principals currently manage similar investments in the Relying Adviser Funds. Mountaingate Capital's principals and Mountaingate Capital's investment staff will continue to manage and monitor such investments held by Relying Adviser Funds until realization. Mountaingate Capital personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, and to pay or receive compensation relating to these arrangements. Mountaingate Capital's principals and Mountaingate Capital's investment staff will continue to manage and monitor such investments until their realization. Such other investments that a Relying Adviser's principals may control or manage in those investment funds may potentially compete with companies acquired by a Fund. Following the expiration of the investment period of a Fund, Mountaingate Capital principals may and likely will focus their investment activities on other opportunities and areas unrelated to the Fund's investments. Unless restricted by the relevant Fund's governing documents, Mountaingate Capital personnel are permitted to serve on boards or act in other roles unaffiliated with Mountaingate Capital, the Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles.

The Adviser will be presented with investment opportunities that would be suitable not only for one Fund, but also for other Funds or other investment vehicles operated by advisory affiliates of the Adviser. In determining which investment vehicles should participate in such investment opportunities, the Adviser and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. The Adviser attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by the Adviser's advisory affiliates to investors in the other investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a fair and equitable manner. Where necessary, the Adviser consults and receives consent to conflicts from an advisory committee consisting of limited partners of the relevant Fund(s) and such other investment vehicles.

As a result of a Fund's controlling interests in portfolio companies, Mountaingate Capital and/or its affiliates typically have the right to appoint portfolio company board members, or to influence their appointment, and to determine or influence a determination of their compensation. Portfolio company board members periodically approve compensation and/or other amounts payable to Mountaingate Capital and/or its affiliates. Such amounts will be in addition to any Management Fees or carried interest paid by a Fund to the General Partner but are also generally subject to offsetting Management Fees otherwise payable by a Fund to the General Partner as discussed in Fees and Compensation above.

Additionally, a portfolio company typically will reimburse Mountaingate Capital or service providers retained at Mountaingate Capital's discretion for expenses (including without limitation travel expenses) incurred by Mountaingate Capital or such service providers in connection with its performance of services for such portfolio company. This subjects Mountaingate Capital and its affiliates to conflicts of interest because a Fund generally does not have an interest or share in these reimbursements, and the amount of such reimbursements may be substantial. Mountaingate Capital determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in a Fund, their effect will be reflected in the Fund's audited financial statements, and any fee paid or expense reimbursed to Mountaingate Capital or such service providers generally is subject to agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third-party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

The Adviser generally exercises its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with (i) Mountaingate Capital or a related person of Mountaingate Capital (which may include a portfolio company of a Fund) or (ii) an entity with which Mountaingate Capital or its affiliates or current or former members of their personnel has a relationship or from which Mountaingate Capital or its affiliates or their personnel otherwise derives financial or other benefit. This subjects Mountaingate Capital to conflicts of interest, because although Mountaingate Capital selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of a Fund, Mountaingate Capital has an incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that Mountaingate Capital, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Whether or not Mountaingate Capital has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. In addition, Mountaingate Capital may recommend and retain service providers for one Fund but not other Funds.

Mountaingate Capital and/or its affiliates periodically employ personnel with pre-existing ownership interests in portfolio companies owned by a Fund, other Funds or other private investment vehicles managed by Mountaingate Capital's affiliates; conversely, former personnel or executives of Mountaingate Capital and/or its affiliates may serve in significant management roles at portfolio companies or service providers recommended by Mountaingate Capital. Similarly, Mountaingate Capital, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including managers of private funds, banks and brokers. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, a Fund or the Funds, Mountaingate Capital and/or its affiliates or other investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through Mountaingate Capital entities) to Mountaingate Capital personnel and their estate planning vehicles.

Mountaingate Capital expects to be subject to a potential conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to the Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in a Fund or one or more Funds, will provide Mountaingate Capital information about markets and industries in which Mountaingate Capital operates (or is contemplating operations) or will provide other services that are beneficial to Mountaingate Capital. Mountaingate Capital has a conflict of interest in making such recommendations, in that Mountaingate Capital has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Fund.

Mountaingate Capital, its affiliates, and equity holders, officers, principals and employees of Mountaingate Capital and its affiliates reserve the right to buy or sell securities or other instruments that the Adviser has recommended to a Fund. In addition, officers, principals and employees reserve the right to buy securities in transactions deemed unsuitable for a Fund. Any such transactions are subject to any restrictions in the relevant Fund's governing documents and any related policies and procedures set forth in Mountaingate Capital's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of Mountaingate Capital have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expects to have additional potential conflicting interests in connection with these investments.

Except to the extent prohibited by the relevant Fund's governing documents, Mountaingate Capital and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles, accounts or SPACs the investment or business strategy of which does not overlap with the Fund(s) and to receive compensation (including in the form of management fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the relevant Fund's Governing Documents and anti-"assignment" provisions of the Advisers Act, Mountaingate Capital and its personnel are also permitted to offer, restructure and monetize interests in Mountaingate Capital.

Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by Mountaingate Capital, are reimbursed by a Fund and/or its portfolio companies, Mountaingate Capital will not in all cases seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

Because the General Partner's carried interest is based on a percentage of net realized profits, it creates an incentive for the Adviser to cause a Fund to make riskier or more speculative investments or hold an investment longer than would otherwise be the case. Also, because there is a fixed investment period after which capital from investors in a Fund may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure creates an incentive to deploy capital when Mountaingate Capital may not otherwise have done so.

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

In connection with its services to the Funds and their investments, Mountaingate Capital, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of Mountaingate Capital's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, Mountaingate Capital and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Fund or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "Mountaingate Capital Information"). In many cases, Mountaingate Capital Information will include tools, procedures and resources developed by Mountaingate Capital to organize or systematize Mountaingate Capital Information for ongoing or future use. Although Mountaingate Capital expects its Funds and their portfolio companies generally to benefit from Mountaingate Capital's possession of Mountaingate Capital Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies and not by the Fund or portfolio company from which Mountaingate Capital Information was originally received. Mountaingate Capital Information will be the sole intellectual property of Mountaingate Capital and solely for the use of Mountaingate Capital. Mountaingate Capital reserves the right to use, share, license, sell or monetize Mountaingate Capital Information, without offset to management fees, and the relevant Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Funds or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, "points," "cash back," rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such terms are expected to vary over time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Funds or their respective investors; no such rewards will offset management fees.

Mountaingate Capital and/or its affiliates reserve the right to enter into side letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including, but not limited to, different fee structures (including discounted or rebated compensation terms), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, and liquidity or transfer rights. Side letters may also relate to strategic relationships under which an investor agrees to make capital commitments to multiple Funds. Except where required by the relevant Fund's governing documents, other investors will not receive copies of side letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that

certain investors have received additional and/or different rights and/or terms as a result of such side letters. As a consequence of one or more limited partners being excused or excluded, or from regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments.

Certain Consultants

Mountaingate Capital, the Funds and the portfolio companies reserve the right to retain other companies and individuals (“Special Consultants”), including relying on a team of third-party resources that provide services to Mountaingate Capital. The Special Consultants are periodically engaged to provide services to, or in connection with, the Funds in relation to its activities or one or more portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies and add-on investments, as well as operational aspects of such companies (“Services”).

Fees and expenses associated with the Services provided by Special Consultants (collectively “Consulting Fees and Expenses”), are usually paid and/or reimbursed by applicable portfolio companies and/or the Fund. Consulting Fees and Expenses may, at the discretion of Mountaingate Capital taking into account the particular Services, include a profits or equity interest in a portfolio company or other incentive-based compensation to the Special Consultant, determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the Special Consultant, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such company. Consulting Fees and Expenses paid to Special Consultants will not offset the Management Fee.

Allocation of Costs and Expenses

The Partnership Agreement provides that the Fund will be responsible for all costs and expenses in connection with its operation, other than the costs and expenses that will be the responsibility of the Adviser. To the extent possible, third-party expenses incurred in connection with consummated transactions are borne by the respective portfolio companies. A conflict of interest could arise in Mountaingate Capital’s determination as to whether certain costs or expenses that are incurred in connection with the operation of the Fund meet the definition of Fund operational expenses for which the Fund is responsible, or whether such expenses should be borne by the Adviser. The Fund will be reliant on the determinations of the Adviser in this regard, and also in regard to the allocation of investment expenses and any common operating expenses as between the Fund and other affiliated entities of Mountaingate Capital.

Third-Party Involvement

A Fund will often co-invest in portfolio companies with other institutional investors including, on occasion, private equity funds of other sponsors or limited partners. Such investments would involve risks not present in investments in which such co-investors are not involved, including the possibility that a co-investor of the Fund may at any time have economic or business interests or goals which are inconsistent with those of the Fund or may be in a position to take action contrary to the investment objectives of the Fund or may not have capital available for follow-on investments. In addition, a limited partner that participates in co-investments would likely obtain additional information regarding the investee portfolio company that would not generally be available to the limited partners in the Fund.

Conflicts among Limited Partners

Limited partners may have conflicting investment, tax, and other interests with respect to their investments in the Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by Mountaingate Capital regarding an investment that may be more beneficial to one limited partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, Mountaingate Capital generally will consider the investment and tax objectives of the Fund and its partners as a whole, not the investment, tax, or other objectives of any limited partner individually. To the extent members of the Fund's advisory committee or limited partners or limited partners of a parallel fund vote on any matter regarding conflicts or otherwise participate in matters involving a vote or action thereby, any such limited partners or limited partners of a parallel fund, as applicable, may have interests in other funds or other Mountaingate Capital investment vehicles and, as a result, may not vote (and will be exculpated and indemnified from liability for not voting) solely in accordance with their interests related to the Fund.

Material, Non-Public Information

As a result of the operations of the Adviser, the Relying Advisers and their respective affiliates, the Adviser comes into possession of confidential or material, non-public information. Therefore, the Adviser and its affiliates may have access to material, non-public information that may be relevant to an investment decision to be made by a Fund. Consequently, a Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or internal policies and practices. Due to these restrictions, a Fund may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

Cross Transactions

The Adviser reserves the right to arrange for a transaction in which a Fund buys a security from, or sells a security to, the account of one or more other Funds or parallel Funds buy or sell a security from the account of one another in connection with automatic or other re-balancing, as provided for in their governing documents (each, a "cross-transaction"), in each case, when the Adviser deems such a transaction to be in the best interest of each participating Fund. In doing so, the Adviser is likely to (a) use an unaffiliated broker-dealer or custodian to execute such cross-transaction and pay such broker-dealer or custodian in connection therewith, or (b) execute such cross-transaction directly without the use of a broker-dealer or custodian, in which case the Adviser will not receive compensation to effect such transaction. Any compensation expenses or other transaction costs associated with a cross-transaction are expected to be allocated among the Funds participating in such cross-transaction pro rata based upon the expenses that relate to each, unless the Adviser determines that a different allocation would be more fair or equitable. When effecting cross-transactions, the Adviser will have conflicting responsibilities with respect to each participating Fund. In certain circumstances, a cross-transaction is considered to be a "principal transaction" (i.e., a transaction in which the Adviser acts as principal for its own account and knowingly transacts with a Fund) under the Advisers Act. To the extent that a cross-transaction is viewed as a principal transaction, the Adviser will conduct such cross-transaction in accordance with the provisions of Section 206(3) of the Advisers Act. In addition, any cross-transaction would be subject to any advisory board consultation or approval as set forth under the governing documents of the applicable Funds.

ITEM 9 - DISCIPLINARY INFORMATION

The management persons of the Adviser and the Relying Advisers have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Mountaingate Management Co., LLC is affiliated with the Relying Advisers, the General Partners and equivalent entities formed from time to time, which are subject to the Advisers Act pursuant to Mountaingate Management Co., LLC's registration in accordance with SEC guidance. The Adviser and the Relying Advisers operate as a single advisory business and serve as managers or general partners of private investment funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions. The business practices of KRG Capital Management, L.P. are described in a separate brochure, which is available on the SEC's website at www.adviserinfo.sec.gov.

Except as otherwise described herein, the Adviser does not have any arrangement with a related person who is a broker-dealer, municipal securities dealer, government securities dealer or broker, investment company, other investment adviser or financial planner, futures commission merchant, commodity pool operator, commodity trading adviser, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships that is material to its advisory business, the Funds or investors.

ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

The Adviser has adopted a Code of Ethics and Securities Trading Policy and Procedures (the "Code"), which sets forth standards of conduct that are expected of each adviser's principals and employees and addresses conflicts that arise from personal trading. The Code requires certain personnel of each adviser to report their personal securities transactions and prohibits such personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering or in a limited offering without first obtaining approval from the Chief Compliance Officer. A copy of the Code will be provided to any investor or prospective investor upon request to the Chief Compliance Officer, at (303) 390-5001. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client's interests in client eligible investments.

Mountaingate Capital and each of its affiliated persons (the "Firm Persons") may come into possession of material, nonpublic or other confidential information about public companies, which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, the Firm Persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of either adviser.

Accordingly, should Firm Persons come into possession of material, nonpublic or other confidential information with respect to any public company, such persons would be prohibited from communicating such information to clients and neither the Adviser nor the Relying Advisers will have any responsibility or liability for failing to disclose such information to clients as a result

of following their policies and/or procedures designed to comply with applicable law. Similar restrictions would be applicable as a result of the Firm Persons serving as directors of public companies and would likely restrict trading on behalf of clients, including any Fund.

Pursuant to the Partnership Agreement, the Adviser generally must obtain the prior approval of an advisory committee consisting of representatives of certain investors in a Fund for any purchase, sale or transfer of securities between a Fund, on the one hand, and the Adviser or a related person, on the other hand, subject to certain exceptions.

In Mountaingate Capital's sole discretion, affiliates of the Adviser and/or other persons may co-invest side-by-side with a Fund in portfolio companies to the extent not prohibited by the Partnership Agreement. Co-investment opportunities for investors generally arise when Mountaingate Capital has determined that (i) a Fund's allocation to a portfolio company has been fully met under the fund's investment guidelines, (ii) the Adviser has determined that the amount available for investment in a portfolio company exceeds a prudent allocation to a Fund and/or (iii) the Adviser determines that an allocation to an investor or third party would provide a strategic benefit with respect to a portfolio company and, accordingly, to a Fund's ownership interest in the portfolio company. In determining which investors will be eligible for co-invest opportunities, the Adviser will consider a variety of factors, including (i) the ability of the investor to provide strategic benefits to a portfolio company (such as specific industry or operational knowledge and/or expertise and access to additional financing), which are expected to benefit a Fund's ownership interest in a portfolio company, (ii) the investor's ability to evaluate and consummate a transaction on the timeline of the Fund and (iii) the size of an investor's commitment to the Fund.

Mountaingate Capital and its affiliates, principals and employees will often carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds or a Relying Adviser Fund and are permitted to give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, a Fund, even though their investment objectives may be the same or similar.

Mountaingate Capital could borrow funds on behalf of a Fund and contribute such borrowed amounts to a Fund as a special capital contribution for investment, to be redeemed at a later date. Interest in connection with such borrowing is borne by the Fund as an expense of the partnership, consistent with the Partnership Agreement and the expense policy described under "Fees and Compensation." In borrowing on behalf of a Fund, Mountaingate Capital is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Fund. Mountaingate Capital will transact such borrowings in a manner it believes to be fair and equitable to the Fund, and consistent with Mountaingate Capital's obligations to the fund and compliance with the Partnership Agreement (or other governing document).

ITEM 12 - BROKERAGE PRACTICES

Mountaingate Capital focuses on securities transactions of private companies and generally purchases and sells such companies through privately negotiated transactions in which the services of a broker-dealer are retained. However, Mountaingate Capital may also distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. Although Mountaingate Capital does not intend to regularly engage in public securities transactions, to the extent it does so, it follows the brokerage practices described

below.

If Mountaingate Capital sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by Mountaingate Capital. In such event, Mountaingate Capital will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, Mountaingate Capital will consider a variety of factors, including: (i) the commission charged (taking into consideration the size of the order and the price of the security), (ii) the broker-dealer's execution capabilities with respect to the security and (iii) the broker-dealer's general reputation and ability to execute an order in appropriate time frame (i.e., the overall responsiveness of the broker-dealer).

Mountaingate Capital has no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or "posted" commission rate but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although Mountaingate Capital generally seeks competitive commission rates, it will not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Consistent with Mountaingate Capital seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although Mountaingate Capital generally does not make use of such services at the current time and has not made use of such services since its inception. Such research services could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. As a general matter, research provided by these brokers would be used to service all of the private investment funds advised by the Adviser and the Relying Advisers. However, each and every research service may not be used for the benefit of each and every private investment fund managed by the Adviser and the Relying Advisers, and brokerage commissions paid by one private investment fund may apply towards payment for research services that might not be used in the service of such private investment fund. Research services may be shared between the Adviser, the Relying Advisers and each of their respective affiliates.

Mountaingate Capital will employ no agreement or formula for the allocation of brokerage business on the basis of research services; however, Mountaingate Capital may, in its discretion, cause a Fund to pay such brokers a commission for effecting portfolio transactions in excess of the amount of commission another broker adequately qualified to effect such transactions would have charged for effecting such transactions. This may be done where Mountaingate Capital has determined in good faith that such commission is reasonable in relation to the value of brokerage and research services received. In reaching such a determination, Mountaingate Capital would not be required to place or attempt to place a specified dollar value on the brokerage or research services provided by such broker.

Mountaingate Capital does not anticipate engaging in significant public securities transactions; however, to the extent that Mountaingate Capital engages in any such transactions,

orders for the purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. Mountaingate Capital may, but is not obligated to, purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or “batched” to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs.

In Mountaingate Capital’s private company securities transactions on behalf of a Fund, Mountaingate Capital may retain one or more broker-dealers or investment banks, the costs of which will be borne by a Fund and/or its portfolio companies. In determining to retain such parties, Mountaingate Capital may consider a variety of factors, including: (i) capabilities with respect to the type of transaction being contemplated; (ii) commissions or fees charged; (iii) reputation of the firm being considered; and (iv) responsiveness to requests for information. As a result, although Mountaingate Capital generally will seek reasonable rates for such services, the market for such services involves more subjective evaluations than public securities brokerage transactions, and a Fund may not pay the lowest commission or fee for such services.

ITEM 13 - REVIEW OF ACCOUNTS

The investments made by a Fund are generally private, illiquid, and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, Mountaingate Capital closely monitors companies in which a Fund invests and generally maintains an ongoing oversight position in such companies. Mountaingate Capital’s managing directors or other personnel of Mountaingate Capital will serve on a portfolio company’s board of directors or otherwise act to influence management of companies held by a Fund. In addition, the Investment Committee, composed primarily of senior officers of the Adviser, monitors and reviews investments of a Fund on at least a quarterly basis. The Chief Compliance Officer also periodically checks to confirm that each private investment fund is maintained in accordance with its stated objectives.

A Fund will provide the following written reports to its limited partners: (i) annual GAAP audited and quarterly unaudited financial statements, (ii) annual tax information necessary for each limited partner’s tax return and (iii) periodic reports providing a narrative summary of the status of each portfolio company investment.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Mountaingate Capital and/or its affiliates will generally provide certain business or consulting services to companies in a Fund’s portfolio and receive compensation from these companies in connection with such services. As described in the Partnership Agreement, this compensation may, in many cases, offset a portion of the Management Fees paid by the Fund. However, in other cases (*e.g.*, reimbursements for out-of-pocket expenses directly related to a portfolio company), these fees may be in addition to Management Fees. See “Fees and Compensation.”

Mountaingate Capital has previously entered into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential investor becoming a limited partner in a Fund. Fees and expenses payable to such placement agent are borne by Mountaingate Capital indirectly through an offset against the Management Fee, although related expenses

incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the Fund. Mountaingate Capital previously retained Credit Suisse Securities (USA) LLC, a registered broker-dealer, to solicit commitments for Fund I from investors in exchange for a commitment fee, based on a tiered structure, subject to certain exclusions and carve-outs, in addition to the reimbursement of certain expenses. Mountaingate Capital previously retained Atlantic-Pacific Capital, Inc, a registered broker-dealer, to solicit commitments for Fund II from investors in exchange for a commitment fee subject to certain exclusions and carve-outs, in addition to the reimbursement of certain expenses.

ITEM 15 - CUSTODY

Mountaingate Capital is deemed under federal securities laws to have custody of a Fund's assets. All cash and cash equivalents are maintained in each of the fund's names with CIBC Bank USA, a qualified custodian. Additionally, a Fund will be audited annually by an accounting firm accredited by the Public Company Accounting Oversight Board, and audited GAAP financial statements are expected to be delivered to investors in the Fund within 120 days of the fiscal year-end.

ITEM 16 - INVESTMENT DISCRETION

Mountaingate Capital has discretionary authority to manage investments on behalf of a Fund. As a general policy, Mountaingate Capital does not allow clients to place limitations on this authority. Pursuant to the terms of the Partnership Agreement, however, Mountaingate Capital does enter into "side letter" arrangements with certain limited partners whereby the terms applicable to such limited partner's investment in a Fund are altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. Mountaingate Capital assumes this discretionary authority pursuant to the terms of the Partnership Agreement and powers of attorney executed by the limited partners of a Fund.

ITEM 17 - VOTING CLIENT SECURITIES

Mountaingate Capital has adopted a Proxy Voting Policies and Procedures (the "Proxy Policy") to address how it will vote proxies, as applicable, for a Fund's portfolio investments. The Proxy Policy seeks to ensure that Mountaingate Capital votes proxies (or similar instruments) in the best interest of the Fund, including where there may be material conflicts of interest in voting proxies. Mountaingate Capital generally believes its interests are aligned with those of the Fund's investors through the principals' beneficial ownership interests in the Fund and therefore will not seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that Mountaingate Capital may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, a Fund's advisory board may approve Mountaingate Capital's vote in a particular solicitation. Mountaingate Capital does not consider service on portfolio company boards by Mountaingate Capital personnel or Mountaingate Capital's receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies.

In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by Mountaingate Capital when voting proxies on behalf of a Fund. If you would like a copy of Mountaingate Capital's complete Proxy Policy or information regarding how Mountaingate Capital voted proxies for particular portfolio companies, please contact the Chief Compliance Officer, at (303) 390-5001 and it will be provided to you at no charge.

ITEM 18 - FINANCIAL INFORMATION

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