



Part 2A of Form ADV

Brochure for:

Interlock Equity LP

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March 28, 2024

This Investment Adviser Brochure (this “Brochure”) provides information about the qualifications and business practices of Interlock Equity LP (“Interlock”). If you have any questions about the contents of this Brochure, please contact Interlock at (310) 598-1848 or info@interlockequity.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Interlock is a registered investment adviser with the SEC under the Investment Advisers Act of 1940, as amended. Registration of an investment adviser does not imply any certain level of skill or training.

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

Item 2 – Material Changes

This is the annual amendment to this Brochure for the year ended December 31, 2023. Since Interlock's initial registration as a registered investment adviser with the SEC filed on June 28, 2023, there have been no material changes.

In the future, this Item 2 will discuss only specific material changes that are made to the Brochure and provide clients with a summary of such changes, which will be reflected below.

This Brochure includes updates relating to Interlock's regulatory assets under management, as well as the description of the business practices of Interlock and its affiliates, including, but not limited to, additional information regarding fees and compensation and investment risks and conflicts of interest.

Investors are encouraged to review this Brochure in its entirety. The information set forth in this Brochure is qualified in its entirety by the applicable offering and governing documents. In the event of a conflict between the information set forth herein and the applicable offering and governing documents, the information set forth in the applicable offering and governing documents shall control.

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Item 4 – Advisory Business

Interlock Equity, LP (“Interlock”) is a control, lower middle market private equity firm investing in people-based businesses that are category leaders and/or sector innovators delivering critical B2B (business-to-business) and healthcare services into growing markets. Interlock, a Delaware limited partnership, was established in January 2021 by founders Robert Zielinski, Stefan Jensen and Michael Orend. Interlock, a Delaware limited liability company, is headquartered in Los Angeles, California.

Interlock, together with Interlock GP I LP (the “General Partner”) and its advisory affiliates, provides investment advisory services on a discretionary basis to the private investment funds, Interlock Executive Fund I LP, Interlock Fund I LP, and Interlock Fund I-A LP (collectively, the “Funds”), that are exempt from registration under the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (“1940 Act”), and whose securities are not registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (“Securities Act”). Each fund is organized as either a limited partnership with an affiliated entity to Interlock serving as General Partner. Interlock and each General Partner is subject to the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (“Advisers Act”), pursuant to Interlock’s registration in accordance with SEC guidance. This Brochure also describes the business practices of Interlock and the General Partners, which operate as a single advisory business hereafter collectively referred to as “Interlock.”

The Funds are private equity funds that invest through negotiated transactions in operating entities, referred to herein as “Portfolio Companies.” Interlock’s investment advisory services to the Funds consist of identifying and evaluating potential investment opportunities, negotiating the terms of investments, managing and monitoring investments, and seeking and consummating dispositions for such investments.

Interlock provides discretionary investment advisory services based on the Fund’s investment guidelines as outlined in each Fund’s operative documents. Interlock tailors its advisory services to the specific investment objectives and restrictions of the Funds. Investor and prospective investors in the Funds should refer to the confidential private placement memorandum, limited partnership agreement, and other governing documents for the Funds (the “Governing Documents”) for more complete information on the investment objectives and investment restrictions with respect to the Funds. The Funds offer limited partnership interests to certain qualified Investors as described in response to Item 7, below (such investors are referred to herein as “Investors”). There can be no assurance that any of the Fund’s investment objectives will be achieved.

Interlock does not participate in wrap fee programs.

As of December 31, 2023, Interlock had approximately \$414,106,730 of assets under management on a discretionary basis.

Item 5 – Fees and Compensation

The Governing Documents set forth in detail the fee structure relevant to such Fund.

Interlock typically receives compensation from fees based on a percentage of assets under management, performance-based compensation, and payment of certain other fees or expenses, in each case, as disclosed in the Governing Documents. See the below sections on management fees and performance-based compensation for further details. Investors should review the Governing Documents detailing all fees and expenses incurred by the Funds to fully understand the total amount of fees and expenses to be paid by a Fund.

Interlock reserves the right to negotiate fees and waive all or a portion of the fees paid by investors in the Funds. Interlock, in its discretion, is permitted to enter into different fee arrangements with different Funds or investors in the Funds for the same investment management services, including the Firm's personnel and affiliates.

Management fees payable by a Fund are generally deducted from cash held by such Fund following the funding of undrawn capital commitments by investors in such Fund, or the withholding of such amounts from proceeds otherwise distributable by such Fund, in each case in accordance with the Governing Documents.

Investment Management Fees

Subject to the terms and conditions of each Fund's Governing Documents, Interlock or the General Partner will receive a management fee. Generally, these fees are payable quarterly in advance and range from 0% to 2% of each Fund's capital commitments ("Commitments"). Upon a date specified in the Governing Documents (the "Stepdown Date"), the fees borne by a Fund generally will be reduced during such Fund's term, as more fully described in the Governing Documents. The management fees and other fees and distributions described herein are subject to modification, waiver or reduction by Interlock in its sole discretion, both voluntarily and on a negotiated basis with selected investors via side letter and other arrangements ("Side Letters"), which may not be disclosed to all other investors in the same Fund. The fee structures described herein are permitted to be modified from time to time. In some instances, fees are expected to differ from one Fund to another, and could potentially vary among investors in the same Fund. Management fees paid by a Fund are indirectly borne by investors in such Fund. Management fees billed to and received from the Funds generally accrue and become payable quarterly in advance and will be prorated on a daily basis for partial fiscal quarters.

As is generally the case in private equity funds, the Governing Documents provide that a Fund's Management Fees will be calculated and charged on a basis that generally is not tied to the Fund's then-current net asset value. As further specified in the Governing Documents, from the effective date of the relevant Fund until the Stepdown Date, Management Fees generally will be charged based on a formula tied to the amount of the relevant Fund's aggregate Commitments. Further, after the Stepdown Date, Management Fees generally will be charged and calculated based on a formula tied to the amount of investment contributions (including, where applicable, a Fund

borrowing component) made by the relevant Fund relating to the Fund's aggregate investment(s) in its portfolio companies, except those that have been permanently written down (such investments, "Impaired Value Investments") or realized.

Under the Governing Documents, where the fair market value of a Fund's aggregate investments in a portfolio company exceeds the total amount of investment contributions relating to such investment, post-Stepdown Date Management Fees will not be calculated based upon such appreciated value, and will instead continue to be calculated based on the amount of such investment contributions. Conversely, the Governing Documents do not require Management Fees to be reduced or refunded following the occurrence of a write-down, decrease (including a significant decrease) in fair value or other event not constituting a complete realization, such as a reorganization, roll-over investment in connection with a sale or dividend distribution, except in the case where the Fund's aggregate investment(s) in a portfolio company meet the relevant Impaired Value Investment standard under the Governing Documents. For the avoidance of doubt, following the Stepdown Date, if the fair market value of an Impaired Value Investment or partially realized investment is less than the total amount of investment contributions relating to such Impaired Value Investment or partially realized investment, then the amount of Management Fees otherwise payable relating to such investment will be reduced solely based on the ratio of the fair market value of the aggregate remaining investment(s) as compared against the amount of total investment contributions relating to such investment(s) as of the first day of the period with respect to which a determination is being made.

As a result, and as is generally the case for private equity funds, the amount of Management Fees generally will not correspond with fluctuations in the net asset value of individual investments or of a Fund, including following the relevant investment period, and will not be reduced in connection with any write downs (whether temporary or permanent), except in the case of Impaired Value Investments. Except where the Governing Documents expressly provide to the contrary, Management Fees will not be reduced (in whole or in part) in the case of partial distributions (e.g., those resulting from a dividend recapitalization) or reorganizations, restructurings, roll-over investments, extraordinary dividends or similar transactions, in each case in circumstances that do not result in the complete disposition of the relevant Fund's interest therein, and even in cases where the value of the Fund's investment or the Fund's ownership percentage in such investment has been reduced (including substantially reduced) as a result of such transaction.

In many circumstances, the post-Stepdown Date Management Fee base will include capitalized transaction-specific expenses of unrealized investments. Further, Management Fees generally will not be reimbursed or refunded under the Governing Documents in the event of realizations, dispositions or partial write-downs or write-offs that occur partway through the relevant calculation period.

The Governing Documents set forth the full list of terms under which Management Fees will be reduced, offset or otherwise be limited, and consequently investors should expect to bear the full specified Management Fee rate in the Governing Documents until they are reduced in the circumstances and on the date(s) specified therein.

Performance-Based Fees

Interlock will receive a carried interest with respect to each Fund generally equal to up to 20% of all realized profits subject to an 8% compound preferred return, as more fully described in the Governing Documents. The carried interest distributed to Interlock is subject to a potential clawback or giveback at the end of the life of the Fund if Interlock has received excess cumulative distributions and at certain interim intervals as provided in the Governing Documents. To the extent that Interlock's personnel are assigned varying participation percentages of the carried interest from a Fund, such personnel are subject to potential conflicts of interest in identifying investment opportunities as appropriate for the Funds from which they are entitled to receive a higher carried interest percentage.

Interlock seeks to address the potential for conflicts of interest in these matters with allocation practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with Interlock's internal policies and each Fund's investment guidelines and Governing Documents, as well as other factors that do not include the amount of carried interest received by Interlock or any personnel.

Expenses

In addition to bearing the management fee and carried interest, if any, the Funds also will be subject to other expenses related to its investments and operations. As set forth more fully in the Governing Documents, a Fund bears all fees, costs, expenses, liabilities and obligations relating to the Fund's (and its subsidiaries' and intermediate entities') activities, investments and business to the extent not reimbursed by a portfolio company or applied to reduce management fees, including: (i) activities with respect to the origination, identification and sourcing of investment opportunities for a 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; (ii) activities with respect to the pursuing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to any periodicals, databases and/or research services), acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, a Fund's portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other costs payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third-party diligence, software and service providers, consultants and similar professionals in connection therewith); (iii) indebtedness of, or guarantees made by, a Fund, Interlock, the General Partner or any "affiliated partner" on behalf of a Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) financing, commitment, origination and similar activities; (v) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (vi) brokerage, sale, custodial, depository, local paying agent, trustee, record keeping, account, registered office and

similar services (including any depositary appointed pursuant to the European Union Alternative Investment Fund Managers Directive (the “AIFMD”) and any Swiss representative or paying agent appointed pursuant to the Swiss Collective Investment Schemes Act (as amended), including any law, rule or regulation relating to the implementation thereof); (vii) reporting, filings and other ongoing compliance requirements contemplated by the AIFMD or any similar law, rule or regulation (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings and compliance obligations related thereto), including secondary legislation, regulations, rules and/or associated guidance, and any related requirements; (viii) developing, structuring, maintaining, operating and winding up administrative structures in Luxembourg, other European countries and other jurisdictions that are put in place to establish required residence and/or operate the investment activities of a Fund (including the salary and benefits of any personnel reasonably necessary for the maintenance of such structures, other overhead, rent and similar costs in connection therewith and a Fund’s share of any such costs of any such structure involving other persons managed by, or affiliated with, Interlock, the General Partner or any of their respective affiliates); (ix) legal, accounting, research, auditing, technology, administration (including costs associated with any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, fairness opinions, appraisals or pricing services), consulting (including consulting and retainer fees, salary and other compensation paid to, and benefits or personnel costs provided to or on behalf of, the operations group, the executive network or any of their respective members, consultants performing investment initiatives or providing services related to environmental, social and governance investment considerations and policies and other consultants), tax and other professional services (including costs related to the establishment or maintenance of any such activities or services); (x) reverse breakup, termination and other similar arrangements; (xi) insurance, including directors and officers liability, fidelity bond, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance (including costs related to any retention or deductibles and broker costs and commissions) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance, and regulatory expenses; (xii) filing, title, transfer, survey, registration and other similar activities; (xiii) printing, communications, mailing, courier, marketing and publicity; (xiv) the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with Investors, any other administrative, compliance or regulatory filings or reports (including Form PF and Bureau of Economic Analysis Reports) or other information, including costs of any third-party service providers and professionals related to the foregoing; (xv) compliance with any tax or financial account reporting regime, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing; (xvi) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services) for the benefit of a Fund or Investors; (xvii) any activities with respect to protecting the confidential or non-public nature of any information or data (including any costs incurred in connection with the EU Data Protection Law or FOIA); (xviii) to the extent provided

in the Governing Documents or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the advisory board of a Fund (including any reasonable out-of-pocket costs incurred by representatives of the General Partner, the advisory board members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory board); (xix) indemnification (including legal and any other costs incurred in connection with indemnifying any Investor or other person pursuant to the Governing Documents or otherwise and advancing costs incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Governing Documents), except as otherwise set forth in the Governing Documents; (xx) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs of discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xxi) any annual, periodic or special meeting of the Investors and any other conference, meeting or webcast or other video conference with any Investor (s) (in each case, including any costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers and other meeting or conference-related costs), in each case to the extent incurred by a Fund, the General Partner or any other affiliate of the General Partner; (xxii) except as otherwise determined by the General Partner in its sole discretion, any cost relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense or organizational expense if it were incurred in connection with a Fund, any costs incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to a Fund to the extent not paid by the investors investing in such entities and any other costs related to any structuring or restructuring of any Fund-related entity; (xxiii) the termination, liquidation, winding up or dissolution of a Fund and any persons owned directly or indirectly by a Fund (including Portfolio Companies) and related entities; (xxiv) defaults by Investors in the payment of any capital contributions; (xxv) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, any parallel investment vehicle, the General Partner, any general partner of a parallel investment vehicle, any ultimate general partner, Interlock, any entities owned directly or indirectly by a Fund (including Portfolio Companies) and any alternative investment vehicle of a Fund or any parallel investment vehicle, including the preparation, distribution and implementation thereof; (xxvi)(A) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related thereto, related to the activities of a Fund (including any regulatory costs related to the General Partner or any of its affiliates incurred in connection with the operation of a Fund), and any costs related to compliance with any environmental, social or governance or other investment considerations and policies applicable to a Fund, the General Partner and/or any of their respective affiliates and/or (B) the validation or other confirmation of any payments made to a Fund or the General Partner (including as a result of any anti-money laundering laws, rules or regulations); (xxvii) any litigation or governmental inquiry, investigation or proceeding, including any costs of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such costs or amounts have been determined to be excluded from the indemnification provided for

in the Governing Documents; (xxviii) any consultants, experts or advisors engaged, including independent appraisers engaged in connection with a Fund considering, making, holding or disposing of, directly or indirectly, an investment in the same person as one or more investment vehicles (other than a Fund) managed or controlled by the General Partner or any of its affiliates; (xxix) unreimbursed costs incurred in connection with any transfer or proposed transfer contemplated in the Governing Documents or any Investor's name change, internal restructuring or change in trust, registered agent or custodian; (xxx) any taxes, fees and other governmental charges levied against a Fund and all costs incurred in connection with any tax audit, inquiry, investigation settlement or review of a Fund (except to the extent that the Fund is reimbursed therefor by a reimbursing Investor) and any costs of or related to the tax representative, provided that nothing in this clause xxx shall affect the treatment of any such amount pursuant to the Governing Documents; (xxxi) distributions to the Investors and other costs associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxxii) unreimbursed and unpaid costs of the operations group or its members, employees or other persons engaged by the operations group and unreimbursed and unpaid costs of the executive network or its members; (xxxiii) compliance or regulatory matters related to a Fund, except as otherwise set forth in the Governing Documents, including compliance with the Governing Documents and/or any Side Letter and "most favored nations" election processes in connection therewith; (xxxv) attendance of any member, manager, shareholder, partner, director, officer, personnel or affiliate of the General Partner, Interlock or any of their respective affiliates at any trade conference, including any applicable registration costs and exhibition, sponsorship or other presentation costs; (xxxiv) any travel (including air travel, car or ride sharing services, other modes of transportation, meals, lodging and entertainment) and other meals and entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxv) any of the items listed in clauses (i) - (xxxiv) above relating to any investment, restructuring, taking public or private, disposition, transaction, project or other opportunity not consummated or otherwise not successful ("Broken Deal Expenses") 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); (xxxvi) any organizational expenses; (xxxvii) any placement fees payable to any placement agent in connection with the formation of a Fund; and (xxxviii) any other costs approved by the advisory board. Except where the relevant Governing Documents or Side Letter(s) expressly provide to the contrary, Broken Deal Expenses and other expenses relating to the diligence or evaluation of a prospective investment are generally allocated among investors within a Fund regardless of whether any individual investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of Interlock and/or its affiliates; the relative percentage of these expenses that are borne by various stakeholders (including the relevant Fund, any co-investors, portfolio company management and other persons) is expected to depend upon the level at which such expenses are charged or incurred. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In certain cases, these or similar expenses

(and/or Supplemental Fees (as defined below)) 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. Each Fund also generally will bear the costs of implementing, reporting (as applicable), monitoring and complying with investment guidelines and directives relating to a Fund's strategy, including in Side Letters relating thereto, and (where applicable) investment policies and standards to which the General Partner has committed in making investments on behalf of a Fund. Additionally, subject to the 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 likely 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 brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in "Brokerage Practices."

To the extent specified in a Fund's Governing Documents, Interlock or another Interlock entity will be permitted to receive certain supplemental fees and other amounts ("Supplemental Fees") consisting of: (i) directors' fees, financial consulting fees or advisory fees paid to the General Partner with respect to any Fund investment; (ii) transaction fees paid to the General Partner with respect to any Fund investment; and (iii) break-up fees with respect to Fund transactions not completed that are paid to the General Partner, in each case net of certain expenses as set forth in the Governing Documents. A Fund's Governing Documents generally will provide that Supplemental Fees received by Interlock and attributable to the Fund's investment in a Portfolio Company will be credited against management fees otherwise owed to Interlock in a specified percentage (e.g., 80%). The remaining amount of such Supplemental Fees will be retained by Interlock. To the extent that such an offset credit would reduce the management fee for the relevant period below zero, the credit will be carried forward for future application against payable management fees and if a credit remains upon liquidation a payment will be made crediting Investors unless an Investor has elected to waive such amount (e.g., where an adverse tax consequence potentially will result).

Interlock is permitted to be paid fees of the type referred to in the preceding paragraph from, on behalf of or with respect to co-investors in an investment. The receipt of such fees will not reduce the management fee payable by any Fund(s) that have also invested in such investment, and, as a result, a Fund will, in most cases, only benefit with respect to the relevant allocable portion on a fully diluted basis of any such fee and not the portion of any fee related to General Partner or affiliated partner commitments or that relates to such co-investors or potential co-investors (which could include co-investment vehicles managed by Interlock, third parties, portfolio company management or personnel and/or others), which have the potential to be significant. Supplemental Fee offsets generally are performed on a net basis, after giving effect to certain taxes and other expenses in connection with the receipt of such fees or the provision of related services, and to the extent Supplemental Fees are paid in kind (including through securities, option grants or other interests), Interlock is permitted to calculate the amount of offset based on the then-current value of the in-kind payment, rather than the ultimate value of the interests as of a future date. Unless otherwise agreed with investors, Supplemental Fees generally will be payable during term

extensions, even if management fees are reduced or eliminated during the extended term, thus reducing the amounts of management fees actually offset. Supplemental Fees will be offset only to the extent they are paid during the holding period of the relevant Fund, and investors generally will not receive the benefit of Supplemental Fees paid prior to the Fund's acquisition of the relevant investment. Additionally, as further described below and in the Governing Documents, it is Interlock's practice to use or retain certain operating partners to provide services to (or with respect to) certain portfolio companies in which one or more Funds invest. Such operating partners generally receive compensation and other amounts described herein from the relevant portfolio companies or Funds to which they provide services, but no such amounts will offset or reduce the management fee. For the avoidance of doubt, Interlock also will not offset compensation received from outside sources, such as residual employee board seats at entities that are no longer Fund portfolio companies.

The allocation of expenses by Interlock between it and a Fund and among the Funds represents a potential conflict of interest for Interlock. Interlock has adopted an expense allocation policy that is designed to address this potential conflict. Interlock will allocate expenses to each Fund in accordance with the Fund's Governing Documents. Interlock will seek to allocate any shared expenses for products and services benefiting multiple Funds or both Interlock and a Fund, and not covered in the Fund's Governing Documents, in manner that it believes is fair and equitable.

Interlock's management fee is generally payable quarterly in advance. Subject to the terms of the applicable Governing Documents, if Interlock does not provide services for the full period in respect of which such management fees are paid, Interlock will generally return a pro rata portion of such management fees calculated based on the number of days remaining in the applicable time period.

Additionally, as further described herein and in the Governing Documents, it is Interlock's practice to employ, use or retain certain operating partners (including entities formed for the benefit of such persons and/or to facilitate the provision of their services) to provide services to (or with respect to) one or more Funds or certain current or prospective portfolio companies in which one or more Funds invest. Such operating partners generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies. In addition, as further described herein and in the Governing Documents, Interlock has an executive network comprised of persons retained or otherwise associated with the Interlock who provide services related to such professional's specific expertise (e.g., sales strategy, go-to-market, talent management) or sector knowledge to one or more Funds or any portfolio company or prospective portfolio company of such Fund and/or support Interlock and/or its investment professionals in connection with their investment activities on behalf of such Fund or any portfolio company or prospective portfolio company of such Fund. Operating partners and members of the executive network are permitted to receive compensation, including, but not limited to, cash fees, retainers, discretionary bonuses (whether or not based on pre-determined milestones), transaction fees, a profits, participation or equity interest in a portfolio company or holding company, incentive equity and stock awards, profits or equity interests in one or more Funds or General Partners, remuneration from Interlock

and/or its Funds or affiliates, guaranteed minimums or other compensation, the amount of which typically is determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such persons, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such portfolio company. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the relevant Fund's investment, and has the potential to result in economic effects greater than the original amount of compensation, and the relevant Fund typically will bear the costs of all operating partner and executive network compensation as well as fees, costs and expenses of structuring operating partner arrangements. Operating partners and members of the executive network also generally will be reimbursed for certain travel and other costs in connection with their services. No such amounts will offset or reduce the management fee. The use of operating partners and the executive network subjects Interlock to potential conflicts of interest, as discussed under "Conflicts of Interest," below.

The foregoing discussion in Items 5 represents Interlock's basic compensation arrangements. The management fees and carried interest described above are structured to comply with Rule 205-3 under the Advisers Act and/or applicable state laws, as applicable. Fees and other compensation are negotiable in certain circumstances and arrangements with any particular Investor may vary. Although Interlock believes its fees are competitive, lower fees for comparable services may be available from other investment advisers.

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

Performance-based compensation provides an incentive for Interlock to operate the relevant Fund in a riskier, more speculative or other manner that is less favorable to investors than it might make otherwise. Notwithstanding this incentive, Interlock will evaluate investments in a manner that it considers to be in the best interest of the Funds, given the Funds' investment objectives, investment strategies, suitability of the investment, and risk profile. As stated in Item 5 above, Interlock or an affiliate will receive performance fees or carried interest distributions from the Funds. As a result, Interlock expects to have a potential conflict of interest between its responsibility to manage the various Funds' investment portfolios and its interest in maximizing carried interest distributions from any particular Fund. For example, performance fees or carried interest distributions create an incentive for Interlock to make investments that are riskier and more speculative than would be the case in the absence of performance compensation. In addition, since Interlock manages multiple Funds with similar investment strategies and/or different fee levels on a side-by-side basis, Interlock has potential conflicts of interest in: (i) allocating its time and activity among the Funds; (ii) allocating investments among the Funds; and (iii) effecting transactions among the Funds, including ones in which Interlock, its principal(s), and/or affiliate(s) have a greater financial interest. These potential conflicts of interest create an incentive for Interlock to favor one fund in which Interlock and its affiliates have a greater financial interest with respect to allocation of time and activity, limited investment opportunities, or investments that Interlock regards as more attractive or better performing investments.

Interlock does not allocate investment opportunities based on the performance-based (or other type of) fees it is entitled to receive from one Fund versus another Fund. It is the policy of Interlock to allocate investment opportunities to the Funds on a fair and equitable basis, to the extent practicable and in accordance with the relevant Funds' applicable investment strategies. Investment opportunities will generally be allocated among those Funds for which participation in the respective opportunity is considered permissible and appropriate such Fund accounts, taking into account, among other considerations: (i) whether the risk-return profile of the proposed investment to create an imbalance in a Fund's objective; (ii) the potential for the proposed investment to create an imbalance in a Fund's portfolio; (iii) the liquidity requirements of a Fund; (iv) potentially adverse tax consequences; (v) regulatory restrictions that would or could limit a Fund's ability to participate in a proposed investment; (vi) leverage considerations; and (vii) the need to resize risk in a Fund's portfolio. Interlock will allocate transactions and opportunities among the Funds' accounts in a manner it believes to be fair and equitable, considering the various Funds' objectives, programs, limitations and capital available for investment.

Item 7 – Types of Clients

Interlock provides investment advisory services to the Funds. Investors in the Funds are required to meet certain eligibility and suitability qualifications and make certain representations prior to investing in a Fund. Subscription minimums are disclosed in the relevant Fund's offering documents but are generally a minimum initial investment is \$5,000,000, subject to waiver at the discretion of Interlock.

Each of the Funds is permitted to enter into Side Letters with certain prospective or existing Fund investors whereby such investors including such persons that may be affiliated with Interlock or its related persons may be subject to terms and conditions that are more advantageous than those set forth in the offering memorandum for the Fund. For example, such terms and conditions are expected to provide for special rights to make future investments in the Funds, other investment vehicles or managed accounts; special redemption rights, including those relating to frequency or notice; a waiver or rebate in fees or redemption penalties to be paid by the and/or other terms; rights to receive reports from the Fund on a more frequent basis or that include information not provided to other investors (including, without limitation, more detailed information regarding portfolio positions) and such other rights as are negotiated by the Interlock and such investors. The modifications are solely at the discretion of the Interlock and permitted to be, among other things, based on the size of the investor's investment in a Fund, an agreement by an investor to maintain such investment in a Fund for a significant period of time, or other similar commitment by an investor to a Fund.

Investor in the Funds will be required to be "accredited investors" within the meaning of Rule 501(a) under the Securities Act, "qualified clients" within the meaning of Rule 205-3(d)(1) under the Advisers Act, and, as required, "qualified purchasers" within the meaning of Section 2(a)(51) under the 1940 Act, and must meet other criteria as specified in the Governing Documents.

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

Interlock targets control investments in founder/management-owned lower middle market B2B and healthcare services companies, often at an inflection point of growth. Interlock proactively identifies investment opportunities through thematic research and industry relationships to engage with entrepreneurs early and differentiate themselves as the preferred partner to drive the next stage of growth. Through its investment team and exclusive roster of operating partners, Interlock seeks to enhance long-term value and create category leaders by executing transformative strategic initiatives and operational improvements.

Interlock focuses on investments through leveraging experience, expert relationships, industry research and proprietary technology. Interlock identifies target companies with speed and lower execution risk by utilizing data providers to vet theme viability, actionable prospects and management team performance in order to enable a proprietary transaction and continually engages with sector-specific intermediaries to educate them on investment themes.

Generally, Interlock seeks equity investments ranging from \$20-150 million in companies that are valued between \$15-200 million. While Interlock has a preference for control transactions, it retains the flexibility to pursue the target opportunity set through flexible structuring and minority investments with disciplined control rights. Additionally, Portfolio Companies often are expected to require multiple tranches of equity as they continue to grow, thus increasing equity checks over time.

Interlock seeks to partner with its Portfolio Companies and leverage its deep in-house functional and operating expertise within the certain sector with the goal of driving transformational growth by enhancing both the quantity and quality of Portfolio Companies' earnings, professionalize systems and processes, and develop new lines of business.

Summary of Risk of Investments

An investment in the Fund involves a high degree of risk and is suitable only for investors of substantial means who have no immediate need for liquidity of the amount invested and who can afford a risk of loss of all or a substantial part of such investment. There can be no assurance that the Fund's investment objectives will be achieved, or that a limited partner (a "Limited Partner") will receive a return of its capital contributions.

In evaluating whether to make an investment in a Fund, potential Investors should consider all information contained in the respective Fund's Governing Documents, including the considerations and risk factors set forth in the relevant Governing Documents. Investors will be subject to a number of risks and some of the risks are set forth below:

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

2. Future and Past Performance; Loss of Principal. The Fund consists of newly organized vehicles that have no prior operating history or track record. Accordingly, the Fund does not have performance history for a prospective investor to consider. In considering the prior performance information of the other investments made by one or more Principals contained in this Memorandum, prospective investors should understand that an investment in the Fund does not represent an interest in any investment or investment portfolio of such prior investments. Information about the prior performance of such prior investments is not necessarily indicative, or a guarantee, of the Fund's future results, and there can be no assurance that the Fund will achieve comparable results. A prospective investor should not rely on any expectation and there can be no assurance that the risk/return profile of an investment in the Fund will resemble that of such prior investments. A prospective investor should only invest in the Fund as part of an overall investment strategy, and only if such prospective investor is able to withstand a total loss of its investment in the Fund. The performance of the Principals' prior investments is not necessarily indicative, or a guarantee, of the Fund's future results. The Fund's investments may differ from previous investments made by the Principals in a number of respects, including, target return levels, level of risk associated with a particular investment, amount invested in a particular company, types of companies within a particular industry sector, amount of leverage used, structure and holding period. While the General Partner intends for the Fund to make investments that have estimated returns commensurate with the expected risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. With respect to any of the Fund's investment, loss of principal is possible.
3. Investment in Junior Securities. The securities in which the 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 the Fund's investment once made.
4. Concentration of Investments; Lack of Diversification. The Fund is authorized to invest a significant portion of its aggregate capital commitments in any single portfolio company (including its direct or indirect subsidiaries and guarantees or other credit support), and will likely participate in a limited number of overall investments. To the extent that the capital raised is less than the targeted amount, the Fund may invest in fewer portfolio companies and thus be less diversified. If the Fund co-invests with another private equity fund, a Limited Partner invested in such other fund may have exposure to a single portfolio company through more than one fund, potentially multiplying such Limited Partner's losses.

The Fund is permitted to provide Bridge Financing to facilitate portfolio company investments. It is possible that all or a portion of a Bridge Financing will not be recouped within the time period specified in the Partnership Agreement, 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 investment limitations set forth in the Partnership Agreement.

Given Interlock's and the Principals' experience in certain core industries and the structural requirements of operating the Fund, the Fund reserves the right to make several investments in a single industry or industry segment, in a limited geographic area, in a single asset type and/ or within a short period of time, which could create the conditions for a portfolio of investments that exhibit, amongst themselves, a very high degree of correlated returns. As a result of the foregoing, the Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry, or the timing of the Fund's investments, may substantially affect the Fund's aggregate return. In addition to the foregoing, because the Fund is expected to only make a limited number of investments and such investments generally will involve a high degree of risk, poor performance by even a single investment could severely affect total returns. If certain investments perform unfavorably, then in order for the Fund to achieve attractive returns, one or more of its other investments must perform very well, and there can be no assurances that this will be the case.

5. Unspecified Investments. Limited Partners will be relying on the ability of the General Partner to locate and evaluate the investments to be made by the Fund using the proceeds of this offering. The activity of identifying, structuring, completing and realizing private equity investments 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 the General Partner will be able to identify, or the Fund will be able to complete, portfolio investments that satisfy the Fund's internal rate of return objectives or, if completed, realize such investments for fair or attractive values or that the Fund will be able fully to invest its committed capital.
6. Lack of Sufficient Investment Opportunities. The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. The Fund will encounter competition from other entities having similar investment objectives. Potential competitors include other investment partnerships and corporations, strategic industry acquirers and other financial investors, including hedge funds, investing directly or through affiliates and other private equity funds. Over the past several years, an ever-increasing number of investment funds have been or are being formed, and many fund sponsors have increased the size of successor funds as compared to their corresponding prior funds. Other investment funds with similar investment objectives to the Fund likely will be formed in the future by other unrelated parties. Some of these competitors may have more relevant experience, greater financial resources, a greater willingness to take on risk and/or more personnel than the General Partner, the Fund and their respective affiliates.

In a highly competitive environment, valuations of potential target companies may rise to historically high levels as measured by multiples of EBITDA. The General Partner expects that competition for appropriate investment opportunities could increase, which could

increase the likelihood that the Fund will participate in auctions for investments, the outcome of which cannot be guaranteed, thus reducing the number of investment opportunities available to the Fund and/or adversely affecting the terms upon which portfolio investments can be made.

To the extent that the Fund encounters significant competition for investments, returns to Limited Partners would be expected to decrease. In addition, it is possible that the Fund will never be fully invested if enough sufficiently attractive investments are not identified and consummated. Regardless of the extent to which the Commitments of the Limited Partners are invested (or drawn down to be invested), the Limited Partners will be required to bear Management Fees through the Fund during the Investment Period based on the entire amount of the Limited Partners' Commitments and other expenses as set forth in the Partnership Agreement.

7. Dynamic Investment Strategy. While the General Partner generally intends to seek attractive returns for the Fund primarily through making private equity investments as described herein, the General Partner reserves the right to pursue additional investment strategies and/or modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. The General Partner is authorized to pursue investments outside of the industries and sectors in which the Principals have previously made investments or have internal operational experience.
8. Impact of Government Regulation, Reimbursement and Reform. Certain industry segments in which the Fund intends to invest, or in which the Fund may become exposed to through its investments, are (or may become) (a) highly regulated at both the federal and state levels in the United States and internationally and (b) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While the Fund intends to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which the Fund invests. By way of example, the healthcare and financial services industries have been, 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 industries are introduced from time to time, which, if adopted, could have a significant impact on such industries in general and/or on companies in which the Fund may invest.
9. Illiquidity; Lack of Current Distributions. An investment in the Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The Fund's ability to dispose of investments may be limited for several reasons. Illiquidity may result from the absence of an established market for the investments, as

well as legal, contractual or other restrictions on their resale by the Fund. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof. In addition, the ability to exit an investment through the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the companies in which the Fund invests and an active mergers and acquisitions (or recapitalizations and reorganizations) market. Public offering, merger and acquisition and recapitalization and reorganization opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory or other factors. In view of these limitations on liquidity, the Fund generally will not be able to return capital or realize gains, if any, on an investment in a privately-held entity until the partial or complete disposition of such entity. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating the Fund (including the Management Fee payable to the General Partner) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including unfunded Commitments.

10. Leveraged Investments; Borrowing. The Fund expects to make use of leverage by incurring or having a portfolio company incur debt to finance all or a portion of certain investments, whether on a temporary or long-term basis, in a given portfolio company, including in respect of companies not rated by credit agencies. Leverage generally magnifies both the Fund's opportunities for gain and its risk of loss from a particular investment, and the magnification of the risk of loss may be substantial. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage by the Fund will also result in interest expense and other costs to the Fund that may not be covered by distributions made to the Fund or appreciation of its investments, and is also subject to governmental and regulatory oversight, and certain governmental bodies (including the U.S. Federal Reserve System, the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation) may restrict or otherwise discourage lending that results in companies carrying large amounts of debt. The use of leverage also 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 the Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of the Fund's investments in the leveraged portfolio companies in a down market. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the relevant Fund. In the event

any portfolio company cannot generate adequate cash flow to meet its debt service, the Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of the Fund. Additionally, lenders would typically have a claim that has priority over any claim by the Fund to the assets of such portfolio company in an insolvency event or proceeding. 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. Moreover, the companies in which the Fund will invest generally will not be rated by a credit rating agency. If a portfolio company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal amount of financial leverage, the Fund may hold a larger than expected equity investment in such portfolio company and may realize lower than expected returns from such portfolio company that would adversely affect the Fund's ability to generate attractive investment returns for the Fund as a whole. Any failure by lenders to provide previously committed financing could also expose the Fund to potential claims by sellers of businesses which the Fund may have been contracted to purchase.

The use of borrowing facilities enhances the ability to close transactions quickly, but such use also generally increases risk. The Fund is authorized 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 the Fund would be compensated for providing such guarantee or exposure to such liability. Co-investors are expected to receive the benefit of such guaranty, although as co-investors typically do not agree to participate in guaranty arrangements in negotiating to participate in a transaction, co-investors are not expected to bear a commensurate percentage of potential liability. Any use of leverage by the Fund will also result in interest expense and other costs to the Fund that may exceed, or otherwise may not be covered by, distributions made to the Fund or appreciation of its investments. The Fund has the ability to incur indebtedness to close a transaction and later sell a portion of such investment to co-investors. The Fund is also authorized to incur leverage on a joint and several basis with one or more other investment funds managed by Interlock or an affiliate thereof (each, an "Interlock Fund" and collectively, the "Interlock Funds") and/or co-investors and, in connection with incurring such indebtedness, the General Partner reserves the right, in its sole discretion, to cause the Fund to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such Interlock Fund and/or co-investors. However, it is possible that, if and when the Fund were to seek to enforce any such right, any such entity could default on its obligation and/or such right may otherwise be unenforceable. In certain circumstances the Fund may be prohibited from exercising (or the General Partner may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Interlock Fund (including the Fund) may be subject to creditor claims regarding subordination of interests. Interlock intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Interlock Fund to bear its proportionate share of the applicable indebtedness. In

addition, to the extent the Fund incurs leverage (or provides any guaranty), such amounts may be secured by the Commitments of the Fund's investors and other Fund assets. The inability of the Fund to repay any leverage secured by the Commitments of the Fund's investors could enable a lender to issue a capital call on behalf of the General Partner of the Fund. See also Section 6. "Legal and Tax Matters – U.S. Tax-Exempt Partners" of this Memorandum.

11. Use of Credit Facility. The Fund will be permitted, and expects, to borrow funds pursuant to a revolving credit facility or other debt facility, including a facility based on the aggregate Commitments available to be called. The Fund's use of such facilities will be determined by the General Partner, and the performance of the Fund may be impacted by how the General Partner causes the Fund to utilize such facilities. Although the use of such a facility may increase the Fund's ability to swiftly invest capital, it also will cause the Fund to incur interest expense and other costs, which will be borne by Limited Partners. Such 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 such a subscription line and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment, structuring and negotiation of the terms of the borrowing facility, as well as expenses relating to maintaining, renegotiating or terminating the facility. Because a subscription line's interest rate is based in part on the creditworthiness of the Limited Partners and the terms of the Partnership Agreement, it may be higher than the interest rate a Limited Partner could obtain individually. Conflicts of interest are expected to arise in that the use of such facilities have the potential to delay the need for Partners to make certain contributions to the Fund, which may enhance the Fund's performance figures and thereby benefit the General Partner and its affiliates. 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 also have the potential to arise to the extent that a credit facility is used to make an investment that is later sold in part to co-investors (including one or more co-investing Funds), as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the credit facility and neither the Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

For example, because amounts borrowed under a credit facility typically are secured by pledges of the General Partner's right to call capital from the Limited Partners, Limited Partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a credit facility or experiences an event of default thereunder. Moreover, any Limited Partner claim against the Fund would likely be subordinate to the Fund's obligations to a credit facility's creditors.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of the Fund and the Limited Partners or impose additional obligations on

them. For example, certain lenders or facilities are expected to impose restrictions on the General Partner's ability to consent to the transfer of a Limited Partner's interest in the Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants, that could affect the implementation of the Fund's investment strategy. In addition, in order to secure a subscription line, the General Partner may request certain financial information and other documentation from Limited Partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more Limited Partners. 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 credit facility allows the General Partner to fund investments and pay Fund expenses without calling capital, potentially for extended periods of time. Furthermore, borrowings by the Fund could cause a portion of the Fund's investments to be considered debt-financed and some or all of a tax-exempt Partner's distributive share of income from the Fund (including dividends, interest and capital gains) could be UBTI. To the extent provided in the Partnership Agreement, any such borrowing is permitted to remain outstanding for such time as the General Partner deems appropriate, potentially including through disposition of such investment, and the interest expense and other costs of any such borrowings will be Fund expenses that decrease net returns of the Fund. Calling a large amount of capital at once to repay the then-current amount outstanding under a credit facility could cause short-term liquidity concerns for Limited Partners that would not arise had the General Partner called smaller amounts of capital incrementally over time as needed by the 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.

If an investment appreciates in value and is disposed of prior to repayment of the borrowing, the disposition proceeds would be applied to repay the borrowing (and related interest and expenses), and the net proceeds would be distributed to the Limited Partners without a preferred return accrual on the amount invested by the Fund (due to the absence of invested capital funded by Limited Partners) prior to the determination of carried interest distributions. Accordingly, borrowings by the Fund or portfolio companies might support the distribution of proceeds to Limited Partners and increase the potential carried interest for the General Partner; however, the interest incurred due to such borrowing would reduce the carried interest received by the General Partner. Subject to the limitations in the Partnership Agreement, if any, this conflict of interest incentivizes the General Partner to fund the acquisition and ongoing capital needs of investments of the Fund and related expenses with the proceeds of such borrowings for as long as permitted by the Partnership Agreement 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 repaid out of disposition proceeds).

Notwithstanding the foregoing, to the extent that the Fund is unable to obtain a credit facility, determines that the terms of such facility would not be appropriate for the Fund, or otherwise determines not to use such facility or access to such facility otherwise becomes unavailable, the General Partner may determine to draw down capital contributions in advance and hold them in reserve in order to make investments and/or satisfy fees and expenses and other capital needs as such needs arise in the future.

12. No Market for Interests; Restrictions on Transfer; No Right of Withdrawal. Limited Partner interests in the Fund may not generally be transferred, sold, assigned, pledged or otherwise encumbered without the prior written consent of the General Partner, which generally may be withheld in the General Partner's sole discretion as set forth in the Partnership Agreement, and the volume of transfers permitted in any calendar year may be restricted in order to comply with certain safe harbors under the tax regulations promulgated under the Code. Voluntary withdrawals from the Fund will not be permitted except in very limited circumstances generally involving situations where retaining an interest in the Fund would violate certain laws or regulations. In addition, interests in the Fund are not redeemable. There will be no public market for interests in the Fund, and none is expected to develop. Interests in the Fund have not been registered under the Securities Act, the securities laws of any U.S. state or the securities laws of any non-U.S. jurisdiction and therefore cannot be resold unless they are subsequently registered under the Securities Act and other applicable securities laws, or unless an exemption from registration is available. It is not contemplated that registration of the interests in the Fund will ever be effected. Limited Partners may not be able to liquidate their investments prior to the end of the Fund's term and must be prepared to bear the risks of an investment in the Fund for an extended period of time.
13. Restricted Nature of Investment Positions. Generally, there will be no readily available market for Fund investments, and hence, most of the Fund's investments will be difficult to value. Certain investments may be distributed in kind to the Partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such Partners. After a distribution of securities is made to the Partners, many Partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such Partners may be lower than the value of such securities determined pursuant to the Partnership Agreement, including the value used to determine the amount of carried interest available to the General Partner with respect to such investment.
14. Reliance on the General Partner and Portfolio Company Management. The Fund has no operating history and will be dependent on the General Partner. Control over the operation of the Fund, including decisions with respect to structuring, negotiating and purchasing, financing and eventually divesting investments on behalf of the Fund, will be vested with

the General Partner, and the Fund's future profitability and investment performance will depend largely upon the business and investment acumen of the Principals. The loss or reduction of service of one or more of the Principals could have an adverse effect on the Fund's ability to realize its investment objectives. In addition, the Principals expect in the future to manage or advise other investments and/or investment funds (including the Interlock Funds) besides the Fund and the Principals may need to devote substantial amounts of their time to the investment activities of such other investments and/or funds, which is expected to pose potential conflicts of interest in the allocation of the time of the Principals. Limited Partners generally have no right or power to take part in the management of the Fund, and as a result, the investment performance of the Fund will depend on the actions of the General Partner. In addition, certain changes in the General Partner or circumstances relating to the General Partner may have an adverse effect on the Fund or one or more of its portfolio companies, including potential acceleration of debt facilities. Limited Partners are reminded that the composition of the professionals making up particular industry sector investment groups change over time, and the professionals included in such groups and who may have contributed to the past performance of any prior investments may no longer be members of the particular group or serve in the same or similar roles thereon or may no longer be with Interlock, or may leave such group or Interlock during the life of the Fund.

The success of many of the Fund's portfolio companies is heavily dependent on the management of such companies. Each portfolio company's day-to-day operations will be the responsibility of such company's management team. Additionally, the General Partner will generally establish the capital structure of companies in which the Fund invests on the basis of financial projections for such companies, which will contain significant judgment and input from the portfolio company management team. Although the General Partner will be responsible for monitoring the performance of each portfolio investment and the Fund generally intends to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the existing management team, or any successor team, will be able or willing to successfully operate a company in accordance with the Fund's objectives. Portfolio companies need to attract, retain and develop executives and members of their management teams. The market for executive talent can be extremely competitive. There can be no assurance that the management team of a portfolio company on the date a portfolio investment is made will remain the same or continue to be affiliated with the company throughout the period the portfolio company is held by the Fund. There can be no assurance that portfolio companies will be able to attract, develop, integrate and retain suitable members of its management team and, as a result, the Fund may be adversely affected thereby.

15. Uncertainty of Projections. The Fund expects to use financial projections to help analyze a potential investment or future capital raises and financing for portfolio companies or other transactions. Projected operating results of a portfolio company in which the Fund invests normally will be based primarily on financial projections prepared by such portfolio company's management, with adjustments to such projections made by the General Partner in its sole discretion. In all cases, projections are only estimates of future results that are

based upon information received from a portfolio company and third parties and assumptions made at the time the projections are developed. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values. There can be no assurance that the results set forth in any projections will be attained, and actual results may be significantly different from the projections.

16. Risks in Effecting Operating Improvements. In some cases, the success of the Fund's investment strategy will depend, in part, on the ability of the Fund to effect improvements in the operations of a portfolio company. The activity of identifying and implementing operational improvements at portfolio companies entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key personnel and disrupt normal business. There can be no assurance that the Fund will be able to successfully identify and implement such improvements, or that any such successfully implemented improvements will result in a return on invested capital with respect to such portfolio company.
17. Risks Relating to Due Diligence of and Conduct at Portfolio Companies; Expedited Transactions. Before making investments, the General Partner will typically conduct such due diligence as it deems reasonable and appropriate based on the known facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, technical, environmental, regulatory and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto and the General Partner may rely on the advice received from such third parties. Investment analyses and decisions by the General Partner will often be undertaken on an expedited basis in order for the Fund to take advantage of investment opportunities and/or consummate investments. In such cases, the information available to the General Partner at the time of an investment decision may be limited and incomplete, and the General Partner may not have access to the detailed information necessary for a full evaluation of an investment opportunity. The due diligence investigation carried out with respect to any investment opportunity will 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 on invested capital.
18. General Tax Considerations. An investment in the Fund involves complex U.S. and non-U.S. tax considerations that will differ for each investor depending on the investor's particular circumstances. The investment decisions of the General Partner and the Management Company will be based primarily upon economic, not tax, considerations and could result in adverse tax consequences to some or all Partners. There can be no assurance that the structure of the Fund or of any investment will be tax-efficient for any particular

investor. In addition, the tax considerations relevant to a Partner may depend on whether such Partner invests in the Main Fund or the Blocker Fund. Prospective investors are urged to consult their own tax advisors with reference to their specific tax situations.

19. *Tax Information Exchange Regimes; FATCA Withholding Tax on Certain Non-U.S. Entities.* Numerous jurisdictions have enacted, or have committed to enact, legislation and administrative guidance requiring the collection and sharing of certain information in order to combat tax avoidance. The United States, pursuant to the “Foreign Account Tax Compliance Act” or “FATCA” has entered into numerous intergovernmental agreements with various jurisdictions concerning the exchange of information as a means to combat tax evasion by United States tax residents using foreign accounts. It includes certain provisions on withholding taxes and requires financial institutions outside the United States to collect and share information about their U.S. customers. In addition, the Organization for Economic Co-operation and Development (“OECD”) has published a global Common Reporting Standard for the exchange of information pursuant to which many countries have now signed multilateral agreements. One or more of these information exchange regimes are likely to apply to the Fund and/or alternative investment vehicles, and may require the General Partner to collect and share with applicable taxing authorities information concerning Limited Partners (including identifying information and amounts of certain income allocable or distributable to them). A Limited Partner’s failure to provide the required information may result in withholding taxes, government-imposed penalties, expulsion from the Fund and/or alternative investment vehicles or other potential remedies.
20. *Changes in U.S. Tax Laws.* All statements contained herein concerning the U.S. federal income tax (or other tax) consequences of an investment in the Fund are based on existing law and interpretations thereof. Recent or future changes in U.S. federal income tax law could materially affect the tax consequences of a Limited Partner’s investment in the 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 the Fund and the Limited Partners. Accordingly, no assurance can be given that the currently anticipated tax treatment of an investment in the Fund, or of investments made by the Fund, will not be modified by legislative, judicial or administrative changes, possibly with retroactive effect, to the detriment of the Limited Partners.
21. *Tax Laws Adversely Affecting General Partner Personnel and Other Service Providers.* U.S. federal income tax law treats certain income allocations to service providers by a partnership (such as the Fund), including any carried interest, as short term capital gain taxed at higher ordinary income rates unless such partnership has held the asset which generated such gain for more than three years. This could also create an incentive for the General Partner to cause the Fund to hold investments for a longer period than would be the case if such three year holding period requirement did not exist. In addition, legislation has been proposed that would tax most carried interest income as ordinary income. The three-year holding period requirement (or such legislation, if enacted) could adversely affect the after-tax returns of the Principals, personnel of the General Partner or other individuals associated with the Fund or the General Partner, which could make it more

difficult for the General Partner and its affiliates to incentivize, attract and retain individuals to perform services for the Fund.

22. *Tax and Distributions; Phantom Income.* The Fund is expected to be treated as a partnership for U.S. federal income tax purposes. Each Limited Partner will be taxed on its share of taxable income from the Fund, regardless of whether it has received any distributions from the Fund. Such taxable income (i.e., taxable income without an accompanying cash distribution) is commonly referred to as “phantom” or “dry” income. Due to possible differences between the allocation of gain or income for any tax purposes and distributions of cash relating to gain or income (including possible timing differences), there can be no assurance that investors who are subject to tax on the allocated gain or income will receive distributions sufficient to satisfy their tax liabilities fully. Further, there can be no assurance that the Fund will have sufficient cash flow to enable it to make distributions in the amount necessary for payment of all tax liability resulting from that investor’s ownership of an interest in the Fund. Accordingly, each Limited Partner should ensure that it has sufficient reserves or cash flow from other sources to pay all tax liabilities resulting from such Limited Partner’s ownership of interests in the Fund.
23. *Tax Liability Considerations.* The 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 the 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 the 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, the 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 the 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. Prospective investors are strongly urged to review the disclosure included in Section 6. “Legal and Tax Matters” and to consult their own tax advisors.
24. *State, Local and Non-U.S. Taxes.* Limited Partners may be subject to state, local, and non U.S. taxes in jurisdictions in which Fund investments directly or indirectly invest or operate or in which their portfolio companies operate. Limited Partners may also be required to file tax returns in such jurisdictions. See the disclosure included in Section 6. “Legal and Tax Matters” for additional discussion.
25. *Delayed Tax Information.* The Fund may not be able to provide final tax filing information to Limited Partners for any given fiscal year until after the initial tax filing deadlines for Limited Partner tax returns. Accordingly, Limited Partners should plan to obtain extensions of the filing dates for their U.S. federal, state and local income tax returns. Each prospective

investor should consult with its own adviser as to the advisability and tax consequences of an investment in the Fund.

26. U.S. Federal Income Tax Liability Resulting from IRS Audits. U.S. federal income taxes arising from a U.S. Internal Revenue Service (“IRS”) audit will be paid by the Fund absent an election to the contrary. In addition, a “partnership representative” will have the power to act on behalf of the Fund and its Partners in all IRS audits and other proceedings involving the Fund’s U.S. federal income, loss, deductions, and credits. The partnership representative, has considerable authority to make decisions affecting the tax treatment and procedural rights of all Partners. In addition, the partnership representative has the authority to bind certain Partners to settlement agreements and the right on behalf of all Partners to extend the statute of limitations relating to the Partners’ tax liabilities with respect to Fund items. Any adjustments resulting from an audit of the Fund may require each Limited Partner to file an amended tax return and pay additional income taxes and might result in an audit of the Limited Partners’ own returns. While the General Partner believes the tax treatment of the Fund’s items will be correct and proper, there can be no assurance that the Fund will not be audited and that adjustments will not be made.
27. Tax-Exempt Investors and Non-U.S. Investors. The Fund may make investments that will cause a tax-exempt investor to have UBTI or a non-U.S. investor to have ECI. Tax-exempt investors and non-U.S. investors should consider investing in the Blocker Fund which will use one or more blocker corporations (or other structures) designed to prevent tax-exempt partners and non-U.S. partners investing through the Blocker Fund from recognizing UBTI and ECI, respectively; provided, for the avoidance of doubt, that gains from the disposition of stock in a corporation treated as a U.S. real property interest under Code §897 will not be considered ECI for purposes of this limitation. Although the Blocker Fund will use blocker corporations to avoid recognizing UBTI and ECI from investments in flow-through entities that are conducting active businesses, it may recognize UBTI under Code §514 if it engages in certain borrowing activity (e.g., bridging capital calls). See also Section 6. “Legal and Tax Matters – U.S. Tax-Exempt Partners” and Section 6. “Legal and Tax Matters – Certain U.S. Tax Considerations for Non-U.S. Investors” of this Memorandum.
28. Conflicting Limited Partner Interests. Limited Partners are expected to have conflicting investment, tax and other interests with respect to their investments in the Fund, including conflicts relating to the structuring and timing of investment acquisitions and dispositions. As a consequence, potential conflicts of interest will arise in connection with decisions made by the General Partner 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, the General Partner generally will consider the investment, tax and other relevant objectives of the Fund and its Partners as a whole, not the investment, tax, or other objectives of any Limited Partner individually.
29. 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 the 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 2007-2008 downturn in the U.S. and global financial markets, may complicate or prevent the 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.

Uncertainty has arisen regarding potential changes in law and regulation affecting the U.S. private equity industry, including the possibility of significant revision to U.S. financial law and regulation. The likelihood of the occurrence and the effect of any such change is highly uncertain and could have an adverse impact on the Fund, the General Partner and/or the Limited Partners.

Additionally, prominent national political leaders have previously expressed that they would like to eliminate the treatment of certain income allocations to service providers by partnerships such as the 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, whether during or after the initial closing of the Fund, could adversely affect the ability of the Principals, personnel or other individuals associated with the Fund, the Management Company 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. This may reduce such persons' after-tax returns from the Fund and the General Partner, which could make it more difficult for the General Partner and its affiliates to incentivize, attract and retain individuals to perform services for the Fund. These same issues may also apply to officers, directors and personnel of the Fund's portfolio companies if such persons receive a profits interest in such companies.

30. Privacy, Data Protection and Information Security 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 General Partner, the Fund and/or its 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 or litigation, 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 General Partner, the Fund and/or its portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws 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 General Partner, the Fund and/or its portfolio companies.

31. *European Union Alternative Investment Fund Managers Directive.* The European Union 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 (the “EEA”). To the extent that the Fund is actively marketed to investors domiciled or having their registered office in the EEA: (i) the Fund, the General Partner, and/or the Management Company will be subject to certain reporting, disclosure and other compliance obligations under the AIFMD, which will result in the Fund incurring additional costs and expenses; (ii) the Fund, the General Partner, and/or the Management Company may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions, which would result in the Fund incurring additional costs and expenses or may otherwise affect the management and operation of the Fund; (iii) the Fund, the General Partner, and/or the Management Company will be required to make detailed information relating to the Fund and its investments available to regulators and third parties; (iv) the AIFMD will restrict certain activities of the Fund in relation to EEA portfolio companies (including, in some circumstances, the Fund’s ability to recapitalize, refinance or potentially restructure an EEA portfolio company within the first two years of ownership), which may in turn affect operations of the Fund generally; and (v) the Fund may be restricted or prohibited from investing in securitization positions where none of the originator sponsor or original lender retains a minimum material net economic interest in the securitization as prescribed under the European Union Securitization Regulation, which may prevent the Fund from investing in certain securitization positions which would otherwise be available to it.

In the future, it may be possible for non-EEA alternative investment fund managers (“AIFMs”) to market an alternative investment fund (“AIF”) within the EEA pursuant to a pan-European marketing “passport,” instead of under national private placement regimes. Access to this passport may be subject to the non-EEA AIFM complying with various additional requirements under the AIFMD, which may include one or more of the following: additional conduct of business and organizational requirements; rules relating to the remuneration of certain personnel; minimum regulatory capital requirements;

restrictions on the use of leverage; additional disclosure and reporting requirements to both investors and EEA home state regulators; independent valuation of an AIF's assets; and the appointment of an independent depositary. Certain EEA Member States have indicated that they will cease to operate national private placement regimes when, or shortly after, the passport becomes available, which would mean that non-EEA AIFMs to whom the passport is available would be required to comply with all relevant provisions of the AIFMD in order to market to professional investors in those jurisdictions. As a result, if in the future non-EEA AIFMs may only market in certain EEA jurisdictions pursuant to a passport, the General Partner may not seek to market interests in the Fund in those jurisdictions, which may lead to a reduction in the overall amount of capital invested in the Fund. Alternatively, if the General Partner sought to comply with the requirements to use the passport, this could have adverse effects including, amongst other things, increasing the regulatory burden and costs of operating and managing the Fund and its investments, and potentially requiring changes to compensation structures for key personnel, thereby affecting the General Partner's ability to recruit and retain these personnel.

32. United Kingdom (the "UK") Exit from the EU. The UK formally left the EU on January 31, 2020 ("Brexit"). After a transition period that ended on December 31, 2020, EU rules ceased to apply in the UK. Although the terms of the UK's future relationship with the EU were agreed in a trade and cooperation agreement, the agreement does not include an agreement on financial services and, as a result, UK firms in the financial sector have more limited access to the EU market than prior to Brexit and EU firms similarly have more limited access to the UK, owing to the loss of passporting rights under applicable EU and UK legislation. Alternative arrangements and structures may allow for the provision of cross-border marketing and services between the EU and UK, but these are subject to legal uncertainty and the risk that further legislative and regulatory restrictions could be imposed in the future.

As a result of the onshoring of EU legislation in the UK, UK firms are currently subject to many of the same rules and regulations as prior to Brexit. However, the UK Government has stated its intention to recast onshored EU legislation as part of UK legislation and regulation, which could result in substantive changes to regulatory requirements in the UK. It remains to be seen to what extent the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time. It is possible that the EU may respond to UK initiatives by restricting third-country access to EU markets. If the regulatory regimes for EU and UK financial services change or diverge further, this could have an adverse impact on any Fund and its investments, including the ability of a Fund to achieve its investment objectives in whole or in part (for example, owing to increased costs and complexity and/or new restrictions in relation to cross-border access between the EU and non-EU jurisdictions). There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty and disruption generally resulting from Brexit may adversely affect both EU- and UK-based businesses, including the General

Partner and Fund portfolio companies, as applicable. Brexit has already led to disruptions in trade as businesses attempt to adapt cross-border procedures and rules applicable in the UK and in the EU to their activities, products, customers, and suppliers. Continuing uncertainty and the prospect of further disruption may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

33. Economic Sanctions Laws. The Fund is subject to laws that restrict it from dealing with entities, individuals, organizations and/or investments which are subject to applicable sanctions regimes. Enforcement of economic sanctions laws in the U.S., EU and other countries is increasing, and failure by the General Partner, the Fund or its portfolio companies to comply with U.S., EU or other relevant economic sanctions could have serious legal and reputational consequences.

Accordingly, the Fund will require each Limited Partner to make representations and warranties with respect to compliance with anti-money laundering and sanctions regulations, including those of the U.S. Treasury Department's Office of Foreign Assets Control.

Where an investor or a related person is or becomes the target of sanctions or otherwise violates or would cause the Fund to violate applicable law, the Fund may be required immediately and without notice to cease any further dealings with the investor and/or the investor's interest in the Fund and/or freeze such investor's assets in the Fund's possession until the investor ceases to be subject to such sanctions or violations (a "Sanctioned Persons Event"). The Fund and the General Partner shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by an investor as a result of a Sanctioned Persons Event.

In addition, should any investment made on behalf of the Fund subsequently become subject to applicable sanctions, the Fund reserves the right immediately and without notice to subscribers to cease any further dealings with that investment until the applicable sanctions are lifted or a license is obtained under applicable law to continue such dealings.

34. Anti-Corruption & Anti-Boycott Considerations. The General Partner and the Fund are committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA") and other anti-corruption and anti-bribery laws and regulations, as well as anti-boycott regulations, to which they are subject. As a result, the Fund could be adversely affected or miss out on opportunities because of the Fund's or the General Partner's unwillingness to participate in transactions that potentially violate such laws and regulations. Such laws and regulations could make it difficult in certain circumstances for the 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 U.S. Securities and Exchange Commission (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.

Any policies and procedures that may be adopted by the General Partner to comply with the FCPA or similar laws may not be effective in all instances to prevent violations. In addition, despite any policies that the General Partner may seek to implement at portfolio companies, portfolio companies or their affiliates may engage in activities that could result in FCPA violations. Any determination that the General Partner, the Fund, its portfolio companies or any of their respective officers, directors or personnel has violated the FCPA or other applicable anti-corruption laws, anti-bribery laws or anti-boycott regulations could give rise 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 the business prospects and/or financial position of the portfolio company or the Fund, as well as the Fund’s ability to achieve its investment objective and/or conduct its operations.

The Fund will require that each subscriber represent and warrant its compliance with applicable anti-corruption and anti-bribery laws and regulations. The Fund and the General Partner shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by any subscriber as a result of actions taken as deemed necessary by the Fund or the General Partner for compliance with anti-corruption and anti-bribery laws and regulations or compliance with anti-boycott laws and regulations.

35. *Need for Follow-On Investments.* Following its initial investment in a given portfolio company, the Fund often will decide to provide additional funds to such portfolio company or often will have the opportunity to increase its investment in a successful portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There is no assurance that 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 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 could 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. Conversely, it is not guaranteed that co-investors in a portfolio company will participate in follow-on investments, resulting in the Fund potentially funding a larger portion of the follow-on capital.

36. Over-Commitment. In order to facilitate the acquisition of a portfolio company, including on an expedited basis, the Fund often will make (or commit to make) an investment in such portfolio company with a view to selling a portion of such investment to co-investors or other persons or entities prior to or within a brief period after the closing of the acquisition. In such event, the Fund will bear the risk that any or all of the excess portion of such investment is not sold or is only sold on unattractive terms and that, as a consequence, the Fund would hold a larger than expected investment in such portfolio company or realize lower than expected returns. In addition, the Fund, and not any potential co-investors that were expected to participate in such transaction, would bear the entire portion of any breakup fee or other fees, costs and expenses related to such investment if it is not consummated. However, to the extent that such co-investors have already executed definitive documentation to invest in such transaction, such co-investor is expected to bear its *pro rata* share of such expenses.
37. Non-U.S. Investments. The Fund is authorized to invest in portfolio companies that are organized, headquartered and/or have substantial sales or operations outside of the U.S., its territories, and possessions. Investments in non-U.S. securities or instruments involve certain factors not typically associated with investing in U.S. securities and instruments, including risks relating to (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. Dollar and the various non-U.S. currencies in which the Fund's non-U.S. investments are denominated (including risks associated with potentially rapid inflation), and costs associated with conversion of investment principal and income from one currency into another; (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which the Fund invests; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between the U.S. and non-U.S. securities markets, including potential price volatility in and relative illiquidity of some non-U.S. securities markets; (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less (or more) government supervision and regulation; (vi) certain economic, social and political risks, including potential exchange control regulations and restrictions on non-U.S. investment and repatriation of capital, the risks of political, economic, governmental or social instability, including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation; (vii) the possible imposition of non-U.S. taxes on income, gains and gross sales or other proceeds recognized with respect to such securities or instruments; (viii) the application of complex U.S. and non-U.S. tax rules to cross-border investments; (ix) possible non-U.S. tax return filing requirements for the Fund and/or the Partners; (x) differing and potentially less well-developed or well-tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors; (xi) differences in the legal and regulatory environment or enhanced legal and regulatory compliance; (xii) political hostility to investments by foreign or private equity investors; and (xiii) less publicly available information.

38. Non-U.S. Currency Risks. Although most of the Fund's investments are expected to be U.S. Dollar denominated, the Fund's investments that are denominated in non-U.S. currencies are subject to the risk that the value of the particular currency in which such investment is denominated will change in relation to the U.S. Dollar, the currency in which the books of the Fund are kept and contributions and distributions generally will be made. Among the factors that may affect currency values are trade balances between nations, the level of short-term interest rates, differences in relative value of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. The Fund and/or its portfolio companies may incur costs in converting investment proceeds from one currency to another. The General Partner reserves the right, but is under no obligation, to employ hedging techniques to manage exposure, although there can be no assurance that such strategies will be effective.

Non-U.S. prospective investors should note that interests in the Fund are denominated in U.S. Dollars. Prospective investors subscribing for interests in the Fund in any country in which U.S. Dollars are not the local currency should note that changes in value of foreign exchange rates between the U.S. and such currency may have an adverse effect on the value, price or income of the investment to such prospective investors. There may be foreign exchange regulations applicable to investments in foreign currencies in certain jurisdictions. The fees, costs and expenses incurred by Limited Partners in converting their local currency to U.S. Dollars (if applicable) in order to make capital contributions will be borne solely by such Limited Partners and will be in addition to the amounts required by such capital contributions (and are not part of such Limited Partners' Commitments).

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

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

Certain hedging arrangements would create for the General Partner and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission ("CFTC") or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory

requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements.

40. Significant Adverse Consequences for Default. The Partnership Agreement provides for significant adverse consequences in the event a Limited Partner defaults on its Commitment or any other payment obligation. In addition to losing its right to potential distributions from the Fund, a defaulting Limited Partner can be forced to transfer its interest in the Fund for an amount that is less than the fair market value of such interest and that may be paid over a period of up to ten years, without interest. Whether and how to exercise the General Partner's remedies against a defaulting Limited Partner will be in the discretion of the General Partner, and the General Partner is authorized to require the non-defaulting Limited Partners to contribute capital to make up for the shortfall created by such defaulting Limited Partner. If a Limited Partner fails to pay when due installments of its Commitment to the Fund, and the contributions made by non-defaulting Limited Partners and borrowings by the Fund are inadequate to cover the defaulted amount, the Fund may be unable to pay its obligations when due. As a result, the Fund may be subjected to significant penalties that could materially adversely affect the returns to the Limited Partners (including non-defaulting Limited Partners).
41. Impacts of Excuse or Exclusion. A Limited Partner's participation in the 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, and increasing such other Limited Partners' concentration with respect to such Fund investments. As a consequence of one or more Limited Partners being excused or excluded or other factors limiting their participation in 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 the Fund.
42. Dilution. Limited Partners admitted or that increase their respective Commitments to the Fund at subsequent closings generally will participate in then-existing investments of the Fund, thereby diluting the interest of existing Limited Partners in such investments. Although any such new Limited Partner will be required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution will reflect the fair value of the Fund's existing investments at the time of such contributions.
43. Transfer by General Partner. To the extent the General Partner, its partners, the Principals and/or their respective affiliates commit to make a direct or indirect investment in or alongside the Fund, a participation in or a portion of such investment may thereafter be transferred to others, subject to any express limitations thereon in the Partnership Agreement.

44. Recycling; Reinvestment. The General Partner generally has the right to recall certain capital returned or distributed to the Partners, including to make additional investments. Accordingly, during the term of the Fund, a Partner may be required to make capital contributions in excess of its Commitment (with certain limitations), and to the extent such recalled or retained amounts are reinvested in investments, a Partner will remain subject to investment and other risks associated with such investments.
45. Control Person Liability. The Fund generally will seek to obtain controlling interests in the portfolio companies in which it invests. The exercise of control over a company may impose additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including securities laws and regulations) and other types of liability, for which the limited liability generally afforded to investors may be ignored. In particular, if determined to be a direct owner or operator of any of the portfolio company's facilities or operations, the Fund could face strict, joint and several liability under environmental laws for hazardous substance or contamination-related liabilities. If any such liabilities were to arise, the Fund is likely to suffer significant losses. While the General Partner intends to manage the Fund in a manner that will minimize the exposure of these risks, the possibility of successful claims against the Fund and/or its affiliates cannot be precluded.
46. Public Company Holdings. While it is not expected, the Fund's investment portfolio may contain securities and debt issued by publicly held companies. Such investments would subject the Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of 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, in those cases where the Fund has a board representative, the Principals, and increased costs associated with each of the aforementioned risks.
47. Distressed Investments. The Fund is authorized to invest in the securities and obligations, including debt obligations that are in covenant or payment default, of companies experiencing significant financial difficulties and material operating issues, including companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. Investments in such companies involve a substantial degree of risk that is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that the General Partner will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, the Fund may lose some or all of its investment or may be required to accept

illiquid securities with rights that are materially different than the original securities in which the Fund invested.

48. Non-controlling Investments. The Fund is authorized to hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, the Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are partially disposed of or taken public. As is the case with minority holdings in general, such minority stakes that the Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where the Fund holds a minority stake, it is expected to 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 could 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.

To the extent the Fund invests alongside third parties, such as institutional co-investors or private equity funds of other sponsors, or makes a minority investment, the relevant portfolio companies may be controlled or influenced by persons and/or entities who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of the Fund or its Limited Partners. Such third parties may be in a position to take action contrary to the Fund's business, tax or other interests, and the Fund may not be in a position to limit such contrary actions or otherwise protect the value of its investment. When taking non-control positions, the Fund generally will seek to negotiate certain negative controls and veto rights on major decisions, but there can be no assurance that the Fund will be able to control the timing or occurrence of an exit strategy for such portfolio companies in a manner that maximizes or protects value.

49. Director Liability. The General Partner expects that the Fund will often seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests (each, a "Board Representative"). In those instances where the Fund is not the sole shareholder of the applicable portfolio company, a Board Representative will have duties to persons and/or entities other than the Fund. Serving on the board of directors (or similar governing body) of a portfolio company exposes the Board Representative, and ultimately the Fund, to potential liability. It is not guaranteed that all portfolio companies will obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such 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.
50. Liability of Limited Partners. The Main Fund and the Blocker Fund have been organized as Delaware limited partnerships. Generally, a Limited Partner should not expect to be

personally liable for the debts of the Fund except that, in the event the Fund is otherwise unable to meet its obligations, the Limited Partners may, under applicable law, be obligated to repay amounts previously received by them to the extent such amounts are deemed to have been wrongfully distributed to them, subject to certain limitations set forth in the Partnership Agreement. In addition, any Limited Partner's Commitment is susceptible to risk of loss as a result of any liability of the Fund irrespective of whether such liability is attributable to an investment to which such Partner did not contribute any capital.

51. Limitation of Recourse and Indemnification. The Partnership Agreement will limit the circumstances under which the General Partner and its affiliates will be held liable to the Fund. As a result, Limited Partners 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 the General Partner, and its affiliates for certain claims, losses, damages and expenses arising out of their activities on behalf of the Fund. Such indemnification obligations could materially impact the returns to Limited Partners. The obligations of a Limited Partner to fund any indemnification will generally survive the dissolution of the Fund.
52. Litigation. The transactional nature of the business of the Fund exposes the Fund, the General Partner and their respective affiliates generally to the risk of third-party litigation. In the ordinary course of its business, the Fund may be subject to litigation. Additional regulation could also increase the risks of third-party litigation. The outcome of such proceedings may materially and adversely affect the value of the Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the General Partner's and the Principals' 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. Under the Partnership Agreement, the Fund generally will be responsible for indemnifying, to the maximum extent not prohibited by applicable law, the General Partner, certain of its affiliates and certain other persons and entities for costs they incur with respect to such litigation not covered by insurance.
53. Advisory Board. The General Partner will appoint one or more Limited Partner representatives to the Advisory Board. The Partnership Agreement provides that to the fullest extent permitted by applicable law, none of the Advisory Board members in respect of the activities of the Advisory Board shall owe any fiduciary duties to the Fund or any other Partner. In addition, representatives of the Advisory Board are expected to have various business and other relationships with the Management Company and its partners, officers, directors, personnel and affiliates (including investments in other Interlock Funds). These relationships have the potential to influence their decisions as members of the Advisory Board.
54. Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Increased political polarization has become

a defining feature of U.S. politics, and the hyper-partisan political environment in the U.S. has further intensified as a result of the COVID-19 related economic shutdowns and civil unrest following protests against police brutality. An erosion of confidence may lead to or extend a localized or global economic downturn. Furthermore, such confidence may be adversely affected by local, regional or global health crises including but not limited to the rapid pandemic spread of novel viruses commonly known as SARS, MERS and COVID-19. Such health crises could exacerbate political, social and economic risks previously mentioned and result in significant breakdowns, delays and other disruptions on a local, regional and global scale, which are likely to have adverse effects on the operating performance of affected portfolio companies. A climate of uncertainty, including the spread of infections viruses or diseases, 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 the 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 the Fund and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon the Fund's portfolio companies.

55. *General Economic and Market Conditions.* The private equity industry generally and the success of the Fund's investment activities specifically will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, and national and international political and socioeconomic circumstances. Such factors are unpredictable and cannot be controlled by the General Partner. 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 the Fund and may affect the 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 the Fund's investments and could have a negative impact on the performance and/or valuation of the Fund's portfolio companies. The Fund's performance can be affected by deterioration in the capital markets and by market events, including events similar to the credit crisis in the summer of 2007 or the downgrading of the credit rating of the U.S. 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 the Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of the Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of the Fund to pay break-up, topping, 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 the Fund to dispose of investments at prices that the General Partner believes reflect the fair value of such investments. The impact of market and other economic events may also affect the Fund's ability to raise funding to support its investment objective. Any of the foregoing events could result in substantial or total losses to the Fund in respect of certain portfolio investments, which losses will likely be exacerbated by the presence of leverage in a portfolio company's capital structure.

56. 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 the current outbreak of COVID-19, have resulted in historic market disruptions, 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 Fund.

The ultimate impact of any such 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, but could have a significant adverse impact and result in significant losses to the Fund. The extent of the impact on the Fund's and its 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 Fund 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 Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its 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 Fund, its portfolio companies, and the General Partner may be significantly impacted, or even temporarily or permanently halted, as a result of any such health emergencies, or any measures, restrictions, remote-working requirements and other factors related thereto, 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.

57. 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, without independent or authoritative verification. Any such information or misinformation regarding Interlock, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

58. *Deterioration of Credit Markets May Affect Ability to Finance and Consummate Investments.* The ability of the Fund and the portfolio companies to effectively execute their respective strategies will be dependent on the health of the U.S. and global credit markets. The recent deterioration of the global credit markets has made it more difficult for investment funds such as the Fund to obtain favorable financing for its investments. A widening of credit spreads, coupled with the deterioration of the sub-prime and global debt markets and a rise in interest rates, has dramatically reduced investor demand for high yield debt and senior bank debt, which in turn has led some investment banks and other lenders to be unwilling to finance new private equity investments or only to offer committed financing for these investments on unattractive terms. A persistent credit market deterioration may result in limited availability of credit to consumers, homeowners and/or businesses, which may lead to an overall weakening of the U.S. economy and/or global economies. In such a situation, portfolio company performance may decline and/or the value of portfolio companies may be diminished. As a result, the Fund's ability to realize its investments at favorable times and/or for favorable prices may be negatively impacted, one effect of which may be longer-than-anticipated holding periods for investments. Accordingly, a deterioration in credit markets may negatively affect the Fund's ability to achieve its investment objectives and/or generate attractive returns for Limited Partners.
59. *Adequacy and Availability of Insurance.* While the Fund seeks to make investments where insurance and other risk management products (to the extent available on commercially reasonable terms) are utilized to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, this will not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and such insurance proceeds as may be derived in a timely manner from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or a replacement or rehabilitation. Certain losses of a catastrophic nature, such as those caused by wars, earthquakes, pandemics, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates as to adversely impact the Fund's profitability. The Fund may seek to obtain representation and warranty insurance in connection with certain transactions in an effort to insure against losses from breaches of representations or warranties in the agreements related to such transaction. In particular, the General Partner may use such insurance in lieu of conducting more comprehensive due diligence when the Fund participates in a competitive bid process. Representation and warranty insurance could result in the Fund bearing, directly or indirectly, additional costs and expenses and may not be a complete substitute for direct recovery against the counterparty to such transaction. Additionally, the market for representation and warranty insurance continues to evolve and insurers may not be able to adequately cover losses, particularly following an event that broadly affects the industry.

60. Limited Access to Information. Limited Partners' rights to information regarding the Fund, the General Partner or Interlock generally will be specified, and in many cases strictly limited, by the Partnership Agreement. In particular, it is anticipated that the General Partner and its affiliates will obtain certain types of material information from or relating to the Fund's investments that will not be disclosed to Limited Partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of Interlock's control. Decisions by Interlock or its affiliates to withhold information may have adverse consequences for Limited Partners in a variety of circumstances. For example, a Limited Partner that seeks to transfer its interest in the Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a Limited Partner to monitor Interlock and its performance. Additionally, it is anticipated that Limited Partners that designate representatives to participate on the Fund's advisory board generally may, by virtue of such participation, have more or earlier information about the Fund and its investments in certain circumstances than other Limited Partners. Limited Partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the Fund succeeds in asserting confidentiality for requested documents and other materials, and Interlock reserves the right to withhold certain information from investors subject to such laws for reasons relating to Interlock's public reputation, business strategy or other reasons.
61. Material, Non-Public Information. As a result of the operations of Interlock and its affiliates, as well as in connection with officerships or directorships of Interlock personnel, Interlock frequently comes into possession of confidential or material, non-public information. Therefore, Interlock and its affiliates may have access to material, non-public information that may be relevant to an investment decision to be made by the Fund, and the 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 Interlock's internal policies and practices. Due to these restrictions, the 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. Each of Interlock, the Fund and the General Partner anticipates that, to avoid such restriction, it may elect not to receive such non-public information. As a result, the Fund, at times, may receive less information regarding such portfolio company than is available to the other investors in such portfolio company, which may result in the Fund taking actions or refusing to take actions in a manner different than had it received such non-public information.
62. Conflicts of Interest. Investors should be aware that various actual and potential conflicts will arise from the overall investment activities of the Fund, the General Partner and their respective affiliates. The following discussion identifies certain potential conflicts of interest that should be carefully considered before making an investment in the Fund. In addition, investors should be aware that the General Partner and its respective personnel expect in the future to engage in further activities that result in additional conflicts of interest not addressed below. There can be no assurance that the General Partner will

identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Fund.

Until such time as the General Partner is permitted under the Partnership Agreement to raise a successor investment fund to the Fund, the Principals generally will pursue substantially all appropriate investment opportunities that meet the investment criteria of the Fund principally for the benefit of the Fund, subject to certain exceptions set forth in the Partnership Agreement. However, the Principals are expected in the future to manage other investment funds and/or co-investment entities besides the Fund and investments similar to those in which the Fund will be investing and expect to direct certain relevant investment opportunities or resources to those investment funds and investments. The General Partner believes that the significant investment of the Principals in the Fund, as well as the Principals' interest in the carried interest, operate to align, to some extent, the interest of the Principals with the interest of the Partners, although the Principals have, and will have in the future, economic interests in such other investment funds and investments as well and receive management and other fees and carried interests relating to these interests. Such other investment funds and investments that the Principals control or manage, in certain instances, would be likely compete with companies acquired by the Fund. At such time as the General Partner is permitted to raise a successor investment fund to the Fund, the Principals will continue to manage the Fund's investments, but also likely will focus investment activities on other opportunities and areas unrelated to the Fund's investments.

Over time, certain investment opportunities suitable for the Fund are likely also to be suitable for other investment funds sponsored by the General Partner or its affiliates. In determining which investment funds should participate in such investment opportunities, subject to the Partnership Agreement, the General Partner, the Principals and their respective affiliates are subject to potential conflicts of interest among the investors in the Fund and investors in the other investment funds sponsored by the General Partner and the Principals. To determine whether the Fund or other investment funds sponsored by the General Partner or its affiliates will participate in the relevant investment opportunity, the General Partner generally assesses whether an investment opportunity is appropriate for each relevant fund based on the terms of such fund's limited partnership agreement, as well as factors including, but not limited to: the respective fund's available capital, each fund's investment restrictions and objectives (including those set forth in the relevant fund's partnership agreement and other governing documents and Side Letters, where applicable), operating guidelines, strategy, capital structure, risk profile, time horizon, investment size, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, life cycle, structure, size and nature of investment, anticipated duration/hold period and other relevant factors (including agreements with co-sponsors). The Fund generally is permitted to invest together with other funds advised by an affiliated adviser of the General Partner in the manner set forth in the relevant partnership agreements and any allocation policy adopted by the General Partner. The General Partner will determine the allocation of investment opportunities among funds in a manner that it believes is fair and equitable under the circumstances

consistent with the General Partner's obligations and expects to take into consideration factors such as those set forth above. In the event that the available amount of an investment opportunity in which the Fund will invest exceeds an amount appropriate for the Fund, Interlock reserves the right to offer any such excess to one or more potential co-investors.

The General Partner's allocation of investment opportunities among the Fund and any of the other investment funds sponsored by the General Partner will not always be proportional. Therefore, such allocations in some instances are expected to be more advantageous to the Fund relative to one or all of the other investment funds, or vice versa. While the General Partner will allocate investment opportunities in a way that it believes is fair and equitable to the Fund, under the circumstances over time, there can be no assurance that the Fund's actual allocation of an investment opportunity, if any, or terms on which the allocation is made, will be as favorable as they would be if the potential conflicts of interest to which the General Partner is subject did not exist.

Additionally, potential conflicts of interest are expected to arise if the Fund makes an investment in a portfolio company in conjunction with an investment made by another investment fund sponsored by the General Partner or an affiliate. For instance, it is possible that the Fund will not invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as such other investment fund. This has the potential to result in differences in price, investment terms, leverage and associated costs between the Fund and any other investing fund sponsored by the General Partner or an affiliate. There can be no assurance that the Fund and the other investing fund(s) will exit the investment at the same time or on the same terms, and there can be no assurance that the Fund's return on such an investment will be the same as the returns achieved by any other investment fund participating in the transactions. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to the Fund.

The General Partner reserves the right to enter into cross-transactions on behalf of the Fund and/or other Interlock Funds, in which the Fund buys securities from, or sells securities to, or co-invests with, such other Interlock Funds subject to the terms of the Partnership Agreement. In some cases, a portfolio company of the Fund may be merged with or into a portfolio company owned by another Interlock Fund. Investments in a portfolio company by more than one fund sponsored by the General Partner or its affiliates raise potential conflicts of interest, including where the assets of one fund are used to support positions taken by other funds sponsored by the General Partner or its affiliates. These conflicts are highlighted to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the relevant funds' limited partnership agreements or otherwise in the sole discretion of the relevant funds' general partners, such general partner may seek to obtain the consent of each fund's advisory board to such transactions. The General Partner also may determine the willingness of a third-party to make an investment on the same or similar terms demonstrates the fairness of the relevant

transaction to the Fund under then-current market conditions. Whether or not such consent is obtained or a third party invests, the General Partner intends to conduct such transactions in a manner that the General Partner believes to be fair and equitable to each fund under the circumstances, including a consideration of the potential present and future benefits with respect to each fund. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to the Fund.

The General Partner expects to be faced with a variety of potential conflicts of interest when it determines allocations of various fees and expenses to the Fund, including determining whether such fees and expenses should be borne by the Fund, on the one hand, or Interlock, on the other hand, and/or whether certain fees, costs and expenses should be allocated between or among the Fund and the other Interlock Funds and/or other parties. The General Partner, in its sole discretion, will allocate fees and expenses in accordance with the Partnership Agreement and in a manner that it believes is fair and equitable to the Fund under the circumstances over time and considering such factors as it deems relevant. The allocations of such expenses will not always be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate pro rata based on the number of funds or co-investors receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has a greater benefit to the Fund or the General Partner and/or its affiliates.

The Fund generally intends to make controlling investments in portfolio companies. As a result of these controlling interests, the General Partner typically has the right to appoint portfolio company board members (including current or former General Partner personnel or persons serving at their request), or to influence their appointment, and to determine or influence the determination of their compensation. Additionally, portfolio company board members approve compensation and other amounts payable to the General Partner and/or its affiliates in connection with services provided by the General Partner and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the Partnership Agreement's offset provision, are in addition to the Management Fee or carried interest discussed herein. The General Partner's authority to appoint or influence the appointment of portfolio company board members who may be involved in approving compensation payable to the General Partner subjects the General Partner and any such portfolio company board appointees to potential conflicts of interest.

Further, personnel of the General Partner, Special Consultants (as defined herein) and their respective affiliates reserve the right to serve as directors or interim executives of, or otherwise be associated with, companies that are competitors of portfolio companies of the Fund. In such cases, such personnel could be subject to fiduciary and other obligations to make decisions that they believe to be in the best interests of the relevant companies. Although, in most cases involving the Fund's portfolio companies, the interests of the Fund and its portfolio companies would be expected to be aligned, this may not always be the case, particularly if portfolio companies are likely to be in financial difficulty. It would also be expected that the interests of a competitor company would not be aligned with those

of the Fund or the Fund's portfolio companies. This has the potential to result in a conflict between the relevant individual's obligations to a portfolio company or competing company and the interests of the Fund. In some circumstances, having such individuals serve as directors or interim executives of a portfolio company of the Fund or another company (including, for these purposes, a portfolio company of any other Interlock Fund) may restrict the ability of the Fund to invest directly in an investment opportunity that also constitutes an investment opportunity for such company.

Additionally, a portfolio company typically will reimburse the General Partner or service providers retained at the General Partner's discretion for expenses (including travel expenses) incurred by the General Partner or such service providers in connection with the performance of services for such portfolio company. Service provider expenses are required to be reimbursed whether or not there is overlap in expertise, function or services performed by personnel of the General Partner. This subjects the General Partner to conflicts of interest because the Fund generally does not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Subject to the Partnership Agreement and its internal reimbursement policies and practices, the General Partner determines the amount of these reimbursements for such services in its own discretion, which may include reimbursement of an expense by a portfolio company that would otherwise not be reimbursable by the Fund pursuant to the Partnership Agreement.

The General Partner is also permitted to employ personnel with pre-existing ownership interests in or who were employed by portfolio companies owned by the Fund or other Interlock Funds or companies in which the Principals have previously managed investments; conversely, former personnel or executives of the General Partner reserve the right to serve in significant management roles or otherwise work with management at portfolio companies or service providers recommended by the General Partner. Similarly, the General Partner and/or its personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, and their respective affiliated and personnel, including managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former personnel and current and former portfolio company executives, as well as certain family members or close contacts of these persons. 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, the General Partner and/or the Fund, other funds or other Interlock Funds and/or portfolio companies. The General Partner will have a potential conflict of interest with the Fund in recommending the retention or continuation of a third-party service provider to the Fund or a portfolio company owned by the Fund if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Interlock Funds, will provide the General Partner information about markets and industries in which the General Partner operates (or is contemplating operations) or will provide other services that are beneficial to the General Partner. The General Partner expects to be subject to a

potential conflict of interest in making such recommendations, in that the General Partner has an incentive to maintain goodwill between itself and the existing and prospective portfolio companies for the Fund and other funds and investment vehicles that the General Partner or affiliate advises, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Fund.

Over the life of the Fund, the General Partner generally expects to exercise its discretion to recommend to the Fund or to a portfolio company thereof that it contract for services with various service providers, potentially including, among others: (i) the General Partner (or an affiliate, which may include other portfolio companies of the Fund or other investment funds sponsored by the General Partner or an affiliate) and at rates determined or substantively influenced by the General Partner; (ii) an entity with which the General Partner or its affiliates or current or former personnel has a relationship or from which such persons derive a financial or other benefit; or (iii) a Limited Partner (or a limited partner of another fund) or its affiliates. This subjects the General Partner to potential conflicts of interest, because although it intends to select service providers that it believes are aligned with its operational strategies and that will enhance portfolio company performance, the General Partner will have an incentive to recommend the related or other person or entity because of its financial or business interest. Additionally, there is a possibility that the General Partner, because of such incentive or for other reasons (including whether the use of such persons or entities could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to the General Partner, the Fund or other investment funds sponsored by the General Partner or its affiliates), will favor such retention or continuation even if a better price and/or quality of service provider could be obtained from another person or entity. Due to these and other similar factors, Interlock will not necessarily seek out the lowest cost options when incurring (or causing the Fund or its portfolio companies to incur) such expenses. Although Interlock generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Additionally, the General Partner expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships and the timing of services these persons have the potential to have information advantages relative to other investors or co-investors, and likely will be offered co-investment opportunities before such opportunities are presented to other interested prospective co-investors. Based on the foregoing factors, Limited Partners should not expect service providers to the General Partner or any Fund to provide services that will be the most beneficial to any Limited Partner. Whether or not the General Partner has a relationship with 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.

The fact that the General Partner's carried interest is based on a percentage of net profits creates an incentive for the General Partner to cause the Fund to make riskier or more speculative investments or to hold an investment longer than otherwise would be the case.

Additionally, certain tax rules applicable to individuals participating in the carried interest create an incentive for the General Partner to cause the Fund to hold investments for at least three years, or to defer or waive the allocation and distribution of certain carried interest in exchange for an interest in future carried interest (as permitted under the Partnership Agreement), either of which could create conflicts of interest between the General Partner's desired tax treatment and the timing of investment realizations or character of income allocated to Limited Partners. In addition, because the Fund has a fixed investment period after which capital from Limited Partners generally may only be drawn down in limited circumstances, and because the Management Fee is, at certain times during the life of the Fund, calculated based upon the invested capital of the Fund, the Management Fee structure creates an incentive for the General Partner to deploy capital when it might not otherwise have done so or to overstate the value of an investment that it might otherwise have written off.

The Governing Documents provide Interlock with wide-ranging authority to make determinations, including those related to investment purchases and dispositions (and their timing), valuation and other matters that in each case have the potential to affect Interlock's compensation. In making such determinations, Interlock is subject to potential conflicts of interest. For example, the potential to earn additional compensation creates an incentive for Interlock or its affiliates to make investments and to hold investments longer than otherwise would be the case in the absence of the relevant Fund's Management Fee and carried interest compensation arrangements. Interlock expects to be incentivized to cause a Fund to make, hold, value and/or dispose of investments (and to delay or forego a determination that the investments are Impaired Value Investments) in order to receive greater ongoing Management Fees and, potentially, earlier and/or larger carried interest distributions than would otherwise be the case.

Where the Management Fee is calculated taking into account the valuation of an investment, Interlock will have incentives to make determinations that result in the continued payment of, or a higher, Management Fee. Where the Governing Documents do not require Management Fees to be reduced in connection with investment reorganizations, restructurings, roll-over investments, extraordinary dividends or similar transactions, Interlock is incentivized to pursue such transactions. Additionally, the amount of carried interest owed to the General Partner is dependent in part on the amount and timing of investment dispositions, as well as in certain instances determinations that investments are Impaired Value Investments, and the General Partner expects to be subject to related potential conflicts of interest in determining whether and when to dispose of investments, make distributions, and/or determine that an investment is an Impaired Value Investment, within the requirements of the relevant Governing Documents.

Interlock's wide-ranging authority on the determination of Impaired Value Investments, and the criteria used by the General Partner or its affiliates in valuing an investment, or determining whether an investment is an Impaired Value Investment, have the potential to be subjective, to be influenced by market information and other factors and to vary over time. There can be no assurance that a third party or investor would agree with the

substance or timing of the General Partner's determination that an investment is an Impaired Value Investment, and except as set forth in the Governing Documents, neither the General Partner nor its affiliates is obligated to follow any third-party methodology in making its determination on whether an investment meets the relevant standards or whether value can be recovered or retained during the Fund's holding period. The General Partner is entitled to make its own determination taking into account all facts and circumstances it deems relevant, subject to the provisions of the Governing Documents. As a general matter, the standards for determining Impaired Value Investments are intended to be high, and are not intended to apply to investments experiencing partial or temporary declines in value. Because the amount of Interlock's compensation is dependent in part on an investment's status as an Impaired Value Investment, the General Partner faces potential conflicts of interest in determining whether an investment meets, or continues to meet, the relevant criteria. Although Interlock intends to operate in accordance with the Governing Documents, as well as its valuation policy, in order to mitigate the potential for subjectivity in making such determinations, there can be no assurance that such policy will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations.

Portfolio companies owned by the Fund may be given the option to participate with other portfolio companies in purchasing, vendor, or similar arrangements whereby they may receive discounts negotiated with various vendors and service providers on a group-wide basis. The General Partner, the Management Company, the Fund, and/or its affiliates may also participate in such arrangements and receive similar benefits and discounts as the portfolio companies participating therein. No such amounts will result in additional offsets to the Management Fee. The General Partner believes the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to portfolio companies, which is expected to be to the benefit of the Fund as a result of receiving discounted rates for goods and services relative to those widely available in the market.

Additionally, the General Partner, its affiliates and personnel, and persons selected by them are permitted to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by the Fund under which such portfolio companies make their goods and/or services available at reduced rates. Such discounted prices or better terms than typically available to independent customers offered by a portfolio company to the General Partner, its affiliates and personnel, and persons selected by them may affect the returns of the portfolio company.

63. *The General Partner's Determinations.* If any matter arises that the General Partner determines constitutes an actual or potential conflict of interest, the General Partner, in its sole discretion, is permitted to consult with the Advisory Board regarding such conflict of interest and either obtain a waiver from the Advisory Board of such conflict of interest or act in a manner, or pursuant to standards or procedures, approved by the Advisory Board with respect to such conflict of interest (and upon taking such actions, the General Partner will not have any liability to the Fund or the Limited Partners for such actions taken by it in good faith).

64. Certain Partnership Agreement Provisions. Investors should note that the Partnership Agreement contains provisions that, subject to applicable law, (i) reduce, modify or eliminate the duties, including certain fiduciary duties under applicable law, that the General Partner would otherwise owe to the Fund and/or the Limited Partners; (ii) waive duties or consent to the conduct of the General Partner that might not otherwise be permitted pursuant to such duties; and (iii) limit the remedies of a Limited Partner with respect to breaches of such duties. Additionally, the Partnership Agreement contains exculpation and indemnification provisions that, subject to the specific exceptions identified therein, provide that the General Partner, Interlock and their respective personnel, affiliates and certain other persons and entities as set forth in the Partnership Agreement will be, to the maximum extent not prohibited by applicable law, indemnified for matters relating to the operation of the Fund, including matters that involve potential or actual conflicts of interests.
65. Certain Consultants. The General Partner, the Fund and/or the portfolio companies expect to employ or retain other companies and individuals (“Special Consultants”), which may be affiliates of the General Partner, personnel of such affiliates, portfolio companies of other funds managed by the General Partner or its affiliates, third-party consultants (including members of the Operations Group and Executive Network, Operating Partners, consultants and external executives), “executive partners,” “strategic partners” or “senior advisors.” The Special Consultants are expected to be engaged to provide services to, or in connection with, the Fund in relation to its activities or to one or more portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of such portfolio companies, including operational aspects of such companies and sitting on the board of directors of such companies (“Services”).

Pursuant to the Partnership Agreement, compensation, fees and reimbursement of certain expenses associated with the Services (collectively “Consulting Fees and Expenses”) are expected to be paid and/or reimbursed by applicable portfolio companies or prospective portfolio companies, and/or directly by the Fund, and Consulting Fees and Expenses are not included as “Transaction Fees” and do not offset the Management Fee. Consulting Fees and Expenses are expected to, at the discretion of the General Partner taking into account the particular Services, include cash fees, profits or equity interests in a portfolio company, a share of proceeds upon the sale of a portfolio company and/or other incentive-based compensation to the Special Consultant (including a profits, equity or similar interest in a holding company through which the Fund holds interests in a portfolio company that dilutes the Fund’s interest in such portfolio company but does not dilute the interests of management investors and/or other co-investors), which may be 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. Additionally, the Fund is expected to provide opportunities for Special Consultants to invest in the Fund and/or its portfolio companies (without the payment of management fees or carried interest). Special Consultants are also expected to receive

reimbursement of certain costs and expenses, including travel, meals, lodging and reasonable and customary entertainment, that are incurred in connection with providing Services. Special Consultants also may receive remuneration from the General Partner and/or the Fund or affiliates and/or be entitled to other forms of compensation, including equity grants in portfolio companies and may receive certain other benefits, including a salary, guaranteed payments, office space, business cards, paid time off, and/or health insurance. Such investment opportunities, reimbursements and other compensation paid to a Special Consultant (including Consulting Fees and Expenses) will not offset the Management Fee. The Operating Partners and Executive Network will provide Services to, and be compensated by, the Fund and/or its portfolio companies. The General Partner expects to have a similar arrangement between such operating partners and the portfolio companies of the Fund.

Special Consultants may have a limited partnership or profit interest in the Fund, the General Partner, and one or more other investment funds sponsored by the General Partner or in an affiliate of the General Partner. Special Consultants may also receive cash fees and benefits from Interlock. Although the General Partner intends to retain Special Consultants with a view to reducing costs to portfolio companies (and, ultimately, the Fund) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. In addition, the General Partner intends to retain only such Special Consultants which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, 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. As discussed in “Co-Investments” below, Special Consultants are permitted to be offered the opportunity to co-invest in portfolio companies.

66. Possibility of Fraud or Other Misconduct of Personnel and Service Providers. Misconduct by (i) Interlock personnel, (ii) portfolio company directors, officers or personnel, and (iii) service providers to the foregoing and/or their respective affiliates could undermine the due diligence efforts of the Fund and/or the General Partner and cause significant losses to the 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 the 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 may result in reputational damage, litigation, business disruption, market or industry segment volatility and/or financial losses to the Fund. Interlock has controls and procedures through which it seeks to minimize the risk of such misconduct occurring; however, no assurances can be given that such misconduct will be able to be identified or prevented.
67. Unfunded Pension Liabilities of Portfolio Companies. Court decisions have found that, in certain circumstances, a fund could be treated as a “trade or business” for purposes of determining pension liability under ERISA. Therefore, where an investment fund owns

80% or more (or possibly, under certain circumstances, less than 80%) of a portfolio company, such fund (and any other 80%-owned portfolio companies of such 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. The Fund may invest in a portfolio company that has unfunded pension fund liabilities, including structuring the investment in a manner where the Fund may own an 80% or greater interest in such a portfolio company. If the 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. This discussion is based on current court decisions, statute and regulations regarding control group liability under the Employee Retirement Income Security Act of 1974, as amended, as in effect as of the date of this Memorandum, which may change in the future as the case law and guidance develops.

68. Valuation of Assets. There is not expected to be an actively traded market for most of the securities owned by the Fund. When estimating fair market value, the General Partner will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. Valuations are subject to multiple levels of review for approval. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities ultimately may be sold. The exercise of discretion in valuation by the General Partner potentially will give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of the Management Fee.
69. Co-Investments. The General Partner is authorized, in its sole discretion, to provide or commit to provide co-investment opportunities to one or more Limited Partners and/or other persons, including other sponsors, market participants, finders, operating partners, Special Consultants and other service providers, Management Company personnel and/or certain other persons associated with the General Partner and/or its affiliates, in each case on terms to be determined by the General Partner in its sole discretion. Potential conflicts of interest are expected to arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which are permitted to be made to one or more persons for any number of reasons as determined by the General Partner in its sole discretion, will not necessarily always 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, the General Partner will consider some or all of a wide range of factors, which include factors which benefit the General Partner or its affiliates. These factors include, without limitation, the following: (i) the ability of a potential co-investor to react promptly to a co-investment opportunity; (ii) any strategic advantages that may result from a potential co-investor's participation in a co-investment opportunity; (iii) a potential co-investor's commitment to the Fund and/or commitment to one or more other Interlock investment vehicles; (iv) the likelihood that a potential co-investor may invest in a future

Interlock Fund or other Interlock investment vehicle; (v) the potential co-investor's investable assets relative to the size of the co-investment opportunity; (vi) tax, regulatory and/or securities law considerations (e.g., qualified purchaser or qualified institutional buyer status); (vii) confidentiality concerns that may arise in connection with providing the potential co-investor with specific information relating to the co-investment opportunity; (viii) whether the potential co-investor's participation in an investment opportunity may subject the Fund or its affiliates to legal, regulatory, reporting or other burdens or could impair the ability of either the General Partner or Interlock to execute the relevant transaction in the desired time or on desired terms; (ix) the size of the investment allocation and practicality of dividing it among multiple potential co-investors; (x) lender requirements; (xi) if the potential co-investor is a service provider of the Fund, Interlock or their respective affiliates; and/or (xii) whether the General Partner or Interlock believe that allocating investment opportunities to the potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the Fund, other Interlock Funds, or Interlock. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities may be made by the General Partner in consultation with other participants in the relevant transactions, such as a co-sponsor. Additionally, certain service providers (e.g., lenders) may seek to negotiate co-investment rights as a component of their compensation or in exchange for granting better terms to Interlock, a fund and/or a portfolio company in connection with the services provided. Co-investment opportunities typically will be offered to some and not to other Limited Partners. The General Partner also expects to offer co-investment opportunities to Interlock's Operating Partners and Executive Network. "Interlock Team and Operating Partners," and may offer co-investment opportunities to other Special Consultants. The General Partner's allocation of co-investment opportunities generally will not result in allocations that are proportional to the amounts committed, if any, by the relevant potential co-investors to the Fund, any Interlock Funds or any other co-investment vehicle, and such allocations may be more or less advantageous to some persons or entities than to others.

The Fund reserves the right to co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments are expected to involve risks and potential conflicts of interests 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, may cause the investment to be reviewable by CFIUS or another U.S. or other national security investment clearance regulator or may be in a position to take or block action in a manner that is contrary to the investment objectives of the Fund. In addition, the Fund may in certain circumstances be liable for actions of its third-party co-venturer or partner. There can be no assurance that the Fund's return from a transaction would be equal to and not less than the return of another party that was allocated a co-investment opportunity and that is participating in the same transaction.

In structuring co-investments, the Fund is permitted to initially invest in the portfolio company (including follow-on investments) and later sell a portion of such investment to

a co-investor. In such circumstances, the Fund will be responsible for the full purchase price of the investment and be required to fund capital, whether through a capital call to the Partners or via financing on a subscription line of credit, for the full investment amount. It is not guaranteed that the Fund will ultimately complete an expected sell-down to one or more co-investors, which would result in the Fund owning a larger portion of the investment than desired, or that the Fund will be compensated by any co-investor for the cost of providing capital at the initial closing of the investment. Interlock could benefit from such co-investments, including through carried interest or other fees paid to Interlock by a co-investor or by making co-investment opportunities available to Special Consultants and other affiliated persons, and as such, there will be conflicts of interest for Interlock in determining the terms on which such co-investors acquire a portion of an investment initially made by the Fund.

The General Partner may, in its sole discretion, charge a management fee and/or obtain a carried interest in respect of any co-investment. As a result of the fact that co-investments alongside the Fund will not be made through the Fund, any fees or other co-investor related compensation (including fees of the type included in the definition of “Transaction Fees”) received in connection with co-investments will not arise out of the investment activities of the Fund or actions taken directly or indirectly by Interlock on behalf of the Fund and, therefore, none of such fees or other co-investor-related compensation will be applied to offset the Management Fee.

To the extent that an Interlock Fund co-invests or commits to co-invest alongside the Fund in the same level of the capital structure of the portfolio company, any fees of the type included in the definition of “Transaction Fees” with respect to such co-investment or potential co-investment will generally be allocated among the Fund and such other Interlock Fund pro rata (based on the cost of such co-investment or potential co-investment held or proposed to be held by each), or in such other manner as the General Partner and the relevant general partner mutually agree.

In the event that the Fund and one or more co-investors invest together through a holding company, the expenses related to the structuring, formation and operation of such holding company will generally be allocated pro rata amongst the Fund and such co-investors in such vehicle. In the event that a transaction in which a co-investment was to be sought ultimately is not consummated, all obligations, liabilities and out-of-pocket fees (including any break-up fees), costs and expenses relating to such unconsummated transaction are expected to be borne by the Fund, and not by any potential or expected co-investors (including operating partners, Special Consultants and Interlock personnel). However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction, such vehicle is expected to bear its share of such fees and expenses.

70. Contingent Liabilities Upon Disposition. In connection with the disposition of an investment, the Fund and/or the General Partner may be required to make (and/or be responsible for another person’s or entity’s breach of) representations and warranties, e.g.,

about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by the Fund and, ultimately, its investors, which may not be proportionate to the ownership percentage of such investment owned by the Fund with respect to the other owners of such investment. In such situations, 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. Furthermore, under the Delaware Revised Uniform Limited Partnership Act, each Limited Partner that receives a distribution in violation of such Act will, under certain circumstances, be obligated to recontribute such distribution to the Fund.

71. Consumer-Related Industries. Consumer industries are typically highly competitive and are typically characterized by relatively low barriers to entry and a crowded field of competitors. The long-term market success of a consumer industries company is generally subject to a variety of factors, many of which are outside of the control of the Fund and the Fund's portfolio companies. For instance, consumer spending may be disproportionately affected by adverse economic conditions and, in respect of certain market segments, may be difficult to predict. In addition, consumer industries companies may face competition from a number of other, more established market participants, including global companies with significantly greater resources. It is not uncommon for a consumer industries company to ultimately be unsuccessful in gaining a significant market position, and anticipated market opportunities may not develop as expected. In either case, the consumer industries companies in which the Fund may invest may be affected in a materially adverse manner.
72. Cybersecurity Risks and Identity Theft. Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject. The Fund and its portfolio companies' information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the General Partner intends to implement various measures designed to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the General Partner, the Fund and/or a portfolio company may be required to spend time and/or incur specific expenses seeking to fix or replace such system or otherwise remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the General Partner's, the Fund's and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure

could harm the General Partner's, the Fund's and/or a portfolio company's reputation, subject any such entity and its respective affiliates to legal claims and/or regulatory actions or otherwise affect their business and financial performance. 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. Any of such circumstances could subject a portfolio company, or the Fund, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at the General Partner or one of its affiliates or service providers holding its financial or investor data, the General Partner, its affiliates or the Fund may also be at risk of loss- despite efforts to prevent and mitigate such risks under Interlock's related policies.

73. Fees and Expenses. The Fund will pay and bear all expenses related to its operations, including the Management Fee and the costs of holding, monitoring, maintaining and disposing of portfolio companies, including investment banking fees and consulting fees, whether or not the Fund makes any profits. While it is difficult to predict the future expenses of the Fund, such expenses may be substantial and may surpass the Fund's operating income. The amount of these partnership expenses will reduce the actual returns realized by Limited Partners on their investment in the Fund (and may, in certain circumstances, reduce the amount of capital available to be deployed by the Fund for investments). Fund expenses include recurring and regular items, as well as extraordinary expenses for which it may be hard to budget or forecast. As a result, the amount of such expenses over the life of the Fund and/or the amount called at any one time by the General Partners in respect of such expenses may exceed expectations.
74. Early Termination of the Investment Period; Early Termination of the Fund. If, pursuant to and in accordance with the terms of the Partnership Agreement, the Investment Period is terminated earlier than anticipated, there can be no certainty regarding the Fund's ability to consummate investment opportunities thereafter. Moreover, it is possible that the Fund may be dissolved and terminated prematurely, and as a result, may not be able to accomplish its objectives and may be required to dispose of its investments at a disadvantageous time or make an in-kind distribution (resulting in Limited Partners not having their capital invested and/or deployed in the manner originally contemplated).
75. Investments Longer than Term. The Fund is authorized to make investments that may not be advantageously disposed of, or have liabilities that may not be resolved, prior to the date that the Fund is terminated, either by expiration of the Fund's term or otherwise, or the Fund's term may be extended to facilitate the wind-down of the Fund. Although the General Partner generally expects that investments will be disposed of prior to the Fund's dissolution or will be suitable for in-kind distribution at the time of the Fund's dissolution,

the General Partner has a limited ability to extend the term of the Fund, as set forth in the Partnership Agreement, and the Fund may have to sell, distribute or otherwise dispose of investments or resolve litigation or other contingent liabilities at a disadvantageous time as a result of termination. To the extent that such investments are held in trust, in connection with the Fund's dissolution, such trusts may incur operating and formation expenses. In addition, there can be no assurance with respect to the timeframe in which the Fund's winding-up and the final distribution of proceeds to the Limited Partners will occur.

76. Distributions in Kind. Although, under normal circumstances, prior to the termination of the Fund, the Fund intends to make distributions in cash or marketable securities, it is possible that under certain circumstances (including the winding-up of the Fund), distributions of investments for which there is no readily available public market and/or which may be subject to substantial restrictions on sale or transfer may be made in-kind. It may be difficult for Limited Partners to liquidate the investments received at a price or within a time period that is determined thereby to be ideal, and significant administrative burden and cost may be involved. After a distribution of investments is made, the recipients may decide to liquidate such investments within a short period of time, which could have an adverse impact on the price of such investments. Limited Partners in receipt of a distributed investment will have no guidance from the Fund or the General Partner with respect to disposition of such investment (including timing of such disposition). The price at which such investments may be sold by such Limited Partners may be lower than the value of such investments determined pursuant to the Partnership Agreement, including the value used to determine the amount of carried interest accruing to the General Partner with respect to such investment. In addition, the direct holding of certain investments may subject the holder to lawsuits or taxes in jurisdictions in which such investments are located.
77. Loans in Lieu of Distributions. Pursuant to the Partnership Agreement, certain distributions to the General Partner may be deferred to the extent the amount distributable exceeds the General Partner's tax basis in the Partnership. In such case, the deferred distribution amount may be loaned by the Partnership to the General Partner. Any interest accruing with respect to such a loan will be allocated and distributed solely to the General Partner.
78. Agreements with Certain Investors. The Fund and/or the General Partner expect to enter into Side Letters with particular Limited Partners in connection with their respective admissions to the Fund without the approval of any other Limited Partner, which have the effect of establishing rights under, altering or supplementing the terms of, or confirming the interpretation of the Governing Documents (including any related subscription agreement) with respect to such Limited Partner in a manner more favorable to such Limited Partner than those applicable to other Limited Partners, and such rights may be significant. Such rights, terms or confirmations in any such side letter or other similar agreement may include (i) excuse, exclusion or withdrawal rights applicable to particular investments or Limited Partners (which may increase the percentage interest of other Limited Partners in, and contribution obligations of other Limited Partners with respect to, certain investments); (ii) reporting obligations of the General Partner; (iii) economic

arrangements (including alternative fee or other compensation arrangements); (iv) co-investment opportunities; (v) limits on indemnification obligations; (vi) consent rights to certain Partnership Agreement amendments; (vii) Limited Partner Advisory Board seats; (viii) waiver of certain confidentiality obligations; (ix) consent of the General Partner to certain transfers by such Limited Partner; or (x) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of such Limited Partner. In certain instances, a Side Letter entered into with a Limited Partner may have an adverse effect on the Fund. To the fullest extent not prohibited by applicable law and subject to the Partnership Agreement, the General Partner shall have no obligation to give the Limited Partners notice of any Side Letters entered into. Except where required by the Partnership Agreement, other investors will not receive copies of Side Letters or related provisions and, as a general matter, the other investors have no recourse against the Fund, 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. The ability of other Limited Partners to elect to receive the benefit of such Side Letters will be limited as set forth in the Partnership Agreement.

Interlock is likely to have its own economic and/or other business incentives to provide certain terms to certain Limited Partners, e.g., based on commitment amount to a Fund or the timing thereof, the ability of a Limited Partner to provide sourcing or other services to Interlock, its affiliates and personnel or the Funds, or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to Interlock, its affiliates and personnel, or the Funds. Further, Side Letters also are expected to relate to strategic relationships under which an investor agrees to make Commitments to multiple Funds. Except in the circumstances and on the timing required by Governing Documents and/or applicable law, 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, Interlock, the General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such Side Letters. Side Letters subject Interlock to potential conflicts of interest, including in circumstances where an investor's right to serve on the relevant Fund's advisory board results in the investor receiving additional information relative to other investors. To the extent an investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. Other Side Letter rights are likely to confer benefits on the relevant Limited Partner at the expense of the relevant Fund or of Limited Partners as a whole, including in the event that a Side Letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Fund.

As a consequence of one or more Limited Partners being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments or ability to bear certain liabilities or obligations, the aggregate returns realized by participating or non-participating Limited Partners could be adversely affected in a material manner by the unfavorable performance of particular investments; similar considerations

apply in the event a Limited Partner defaults on a drawdown in respect of an investment. Although Interlock believes it to be unlikely, excuse or other rights requested or received by one or more Limited Partners (or such regulatory, tax or other factors applicable to such Limited Partners) representing a substantial percentage of a Fund have the potential to create significant variations in Limited Partner investment returns or exposures to liabilities or obligations, or to influence or affect the investment strategy and pursuit of investment opportunities by the General Partner on behalf of the relevant Fund as a whole. A Limited Partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the Governing Documents; conversely, a limitation on one or more Limited Partners' voting rights generally will increase the voting rights percentage of other Limited Partners in the relevant Fund. Further, Limited Partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund.

79. Disclosure of Confidential Fund and Investor Information. The Limited Partners are expected to include entities that are subject to public disclosure requirements, including U.S. state public records or similar freedom of information laws which may compel public disclosure of confidential information regarding the Fund, its investments and its investors. There has been a recent increase in the number of requests under such laws for contracts (including partnership agreements, subscription agreements and Side Letters) that investors in private equity funds that are subject to such laws have in place with private equity funds. The Fund may 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 the Fund information, there can be no assurance that such information will not be disclosed either publicly or to regulators, law enforcement or otherwise. The General Partner may also in certain circumstances, in an effort to protect any such potential disclosure, withhold all or any part of the information otherwise to be provided to such a Limited Partner, as more fully described in the Partnership Agreement. There can be no assurance that such information will not be disclosed by the Fund, the General Partner, Interlock, 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 U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the SEC has the authority to require private equity fund advisers, such as Interlock, to file additional reports with the SEC regarding their funds and investment activities. Any public disclosure of the Fund information could have an adverse effect on the Fund and its investors, for example, by affecting the Fund's competitive advantage in finding attractive investment opportunities or exiting existing investments on attractive terms.

80. Electronic Delivery of Certain Documents. Pursuant to the subscription agreement entered into by a Limited Partner in respect of the Fund, such Limited Partner may consent to

electronic delivery (including email, facsimile or posting on the Fund's web-based investor reporting site or other Internet service in accordance with the Partnership Agreement) of (i) any notices or communications required or contemplated to be delivered to such Limited Partner by the Fund, the General Partner or any of their respective affiliates, pursuant to applicable law or regulation (including the Advisers Act), at the option of the person making such delivery, and (ii) capital call notices and other notices, requests, demands or consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to such Limited Partner under the Partnership Agreement or under any Side Letter with such Limited Partner. There are certain costs and possible risks (e.g., system outages) associated with electronic delivery. Moreover, the General Partner cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems, malfunctions, theft of information or related problems that may be associated with the use of an Internet-based system.

81. *Regulation and Enforcement.* The growth of the private equity industry, and the increasing size and reach of transactions, has prompted additional governmental and public attention to the industry and its practices. In recent years, there have been governmental investigations and lawsuits over whether certain club deals or consortium bids constituted an illegal attempt to collude and drive down the prices of acquisitions. Consortium bids are deals in which two or more unaffiliated entities either provide equity financing or divide the target business being acquired. These transactions can range in size from the large private equity club deals in which the target remains intact to much smaller deals in which a target is broken up and sold to multiple strategic buyers. Private equity firms that engage in potentially anti-competitive practices in an otherwise permissible and lawful club deal could be liable for monetary damages to former shareholders of target companies and could be subject to U.S. Department of Justice (the "DOJ") investigation and civil and criminal prosecution resulting in fines. The Antitrust Division of the DOJ has previously issued information requests relating to private equity transactions among multiple fund sponsors, and in 2014 several fund sponsors settled claims that they had conspired to not bid against each other on eight large "take-private" buyouts that occurred prior to the 2008 global financial crisis. There can be no assurance that the Fund will not be subject to third-party litigation and/or investigations involving consortium bids.

In addition, numerous regulatory initiatives have been launched and significant legislation has been enacted as a result of the severe global market volatility and dislocations, financial institution failures and defaults and large financial frauds that occurred during the 2008 global financial crisis. U.S. regulators, including the U.S. Federal Reserve System (the "Federal Reserve"), the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation have also recently warned banks against leveraged lending that load companies with large amounts of debt. Regulation generally, as well as regulation more specifically addressed to the private equity industry, including tax laws and regulation, whether in the U.S. or outside of it, could further increase the cost of acquiring, holding or divesting portfolio investments and the cost of operating the Fund, as well as harm the

profitability of enterprises and interfere with the ability of the Fund to engage in certain transactions.

82. Pay-to-Play Laws, Regulations and Policies. A number of U.S. 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) certain officials by individuals and entities seeking to do business with such governmental entities, including those seeking investments by public retirement funds. The SEC has adopted a rule that, among other things, prohibits 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 personnel makes a contribution to certain elected officials or candidates. If the General Partner, any of its personnel or affiliates, or any placement agent or other service provider acting on their behalf, fails to comply with such laws, regulations or policies, such non-compliance could have an adverse effect on the General Partner, and thus, the Fund. Limited Partners may also seek to pursue individual remedies, including withdrawal rights, which may be included in Side Letters or otherwise imposed by applicable law, regulation or policy.
83. Industry Relationships. As with other private equity fund sponsors, as part of Interlock’s business, the Principals, Interlock and its personnel have developed many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants), co-investors, current and former directors, officers and personnel of current and former portfolio companies and former personnel and members of Interlock. Certain of these third parties can be expected to: (i) introduce investment opportunities to Interlock; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) provide investment banking, consulting, legal or advisory services to Interlock or portfolio companies of the Interlock Funds. Certain of such third parties likely will also provide goods or services to or have business, personal, political, financial or other relationships with the Principals. In addition, certain of such third parties may invest in one or more Interlock Funds; co-invest in one or more portfolio companies of the Interlock Funds, or provide other significant business or investment services to Interlock, the Interlock Funds and/or their portfolio companies. These relationships have the potential to influence the General Partner or any affiliate thereof in deciding whether to select or recommend any such third-party to perform services for the Fund or a portfolio company. The cost of any services provided by such third parties will generally be borne directly or indirectly by the Fund or its portfolio companies, as applicable. In addition, certain of such third parties may provide Interlock and its investment professionals and personnel with reduced rates for services, and such reduced rate and savings may not be shared with the Fund or the Limited Partners.
84. Acts of God. The Fund’s investments may be susceptible to the effects of “Act of God” events, including, without limitation, earthquakes, floods, hurricanes, tropical storms, fires

or other natural disasters, electricity shortages or other similar national or local emergencies, that are beyond the control of and may not be easily foreseeable by, the Fund, the General Partner or the Management Company.

85. Mandatory Withdrawal. Under the Partnership Agreement, the General Partner is authorized to may require a Limited Partner to withdraw from the Fund if, among other things, failure to do so would require the Fund to register the Interests in the Fund under the Securities Act, would require the Fund to register as an investment company under the Investment Company Act or would result in the characterization of the Fund's assets as assets of a "benefit plan investor," or would otherwise subject the Fund, the General Partner or the Management Company to restrictions that would make it impossible, impractical or uneconomical for any of the foregoing to operate as intended.
86. Dilution from Subsequent Closings. Limited Partners admitted or that increase their respective Commitments to the Fund at subsequent closings generally will participate in then-existing investments of the Fund, thereby diluting the interest of existing Limited Partners in such investments. Although any such new Limited Partner will be required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution will reflect the fair value of the Fund's existing investments at the time of such contributions.
87. Products or Services Received by the Fund from Portfolio Companies. Certain portfolio companies of the Interlock Funds may provide Interlock and its affiliates with products or services that such portfolio companies regularly produce or provide as part of their business operations at reduced rates or without charge.
88. Environmental Hazards. Some of the Fund's portfolio companies may generate, emit, store, transport and arrange for disposal of hazardous materials as a consequence of their operations and therefore could be subject to numerous and extensive environmental, health and safety laws and regulations in respect of their operations. In addition, under environmental laws enacted by the United States and various U.S. states, owners of property may be liable for the clean-up and removal of hazardous substances even where the owner was not responsible for placing the hazardous substances on the property or where the property was contaminated prior to the time the owner took title. Compliance with these laws and regulations and obtaining necessary operating permits and licenses can be costly and failures to comply can result in material monetary civil and criminal sanctions. The costs of removal and clean-up of hazardous substances and wastes can be extremely expensive and, in some cases, can exceed the value of a property.
89. Allocation of Expenses. The General Partner and its affiliates expect to incur fees, costs and expenses, including in connection with transactions not consummated, on behalf of the Fund and one or more future Interlock Funds. To the extent practicable, any fees, costs and expenses that are incurred in connection with a consummated investment will be charged to the applicable portfolio company. To the extent such fees, costs and expenses are not charged to a portfolio company, they will be paid by the Fund and each Interlock Fund that

participated or was expected to participate in such investment. The Fund and such Interlock Fund will typically bear a portion of any such fees, costs and expenses in proportion to the size of its actual or proposed investment, or in such other manner as the General Partner considers, in good faith, to be fair and equitable. Although the General Partner and its affiliates will endeavor to allocate such fees, costs and expenses on a fair and equitable basis as described herein, there can be no assurance that such fees, costs and expenses will in all cases be allocated appropriately. Any such determinations may involve inherent matters of discretion and conflicts of interest. Notwithstanding the foregoing, the General Partner and its affiliates may in the future develop policies and procedures to address the allocation of expenses that differ from its current practice.

In addition, the Fund, through portfolio companies or directly, is permitted to bear the cost, including compensation, of directors, executives or consultants to portfolio companies, which could include former senior principals or personnel of Interlock, in connection with management or consulting services provided by such persons. Any such cost will generally not offset management fees paid to Interlock. Because such persons are former senior principals or personnel of Interlock, Interlock could have a potential conflict of interest in approving such arrangement, although it seeks to do so generally at market rates for the services provided. There can be no assurance, however, that such rates are the lowest cost available.

90. *Fees from Portfolio Companies.* The General Partner, the Management Company, the Principals or any of their respective personnel or affiliates, subject to certain limitations, reserve the right to earn directors' fees, advisory fees, management fees, consulting fees, investment banking fees, monitoring fees, broker's and finder's fees, transaction fees, commitment, topping, break-up fees and litigation payments or equivalent compensation, from portfolio companies and from other persons or entities in connection with potential or actual portfolio investments and such fees shall be for the sole account of the General Partner, the Management Company, the Principals or any of their respective affiliates. Such fees have the potential to create a conflict of interest with respect to the role of the General Partner, the Management Company, the Principals or any of their respective personnel or affiliates in connection with the Fund. Except for the Management Fee offset Limited Partners will receive no benefit from such fees.

The foregoing list of risk factors and potential conflicts of interest does not purport to be a complete enumeration or explanation of every risk involved in an investment with Interlock. Investors should read this Brochure as well the Governing Documents, Agreement other materials that may be provided by Interlock and consult with their own advisers prior to engaging Interlock's services.

Item 9 – Disciplinary Information

Interlock and its management persons have not been a party to any legal or disciplinary events that would be material to a client's or prospective client's evaluation of its investment advisory business or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Interlock nor any of Interlock's management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither Interlock nor any of its management persons is registered as a futures commission merchant, commodity pool operator, commodity trading advisor or an associated person of any of the foregoing.

Each Fund is generally structured as a limited partnership with a separate general partner which is a related person of Interlock and, as applicable, is entitled to receive carried interest distributions from such Fund under specified circumstances. In each instance, this relationship creates an incentive for Interlock to make investment allocations that are riskier or more speculative than would be the case if such general partner did not receive carried interest distributions from such fund as its general partner. The General Partners operate as a single advisory business together with Interlock and relies upon, and is covered by, Interlock's registration with the SEC in accordance with SEC guidance. Any persons acting on behalf of a General Partner are subject to the supervision and control of Interlock.

Interlock does not receive any compensation from third-party advisers that it or any affiliate recommends or selects for the Funds. Other than in connection with a Fund's investment strategy, Interlock has no other business relationship that creates a material conflict of interest with any third-party advisers that it or any affiliate recommends or selects for the Funds.

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

Interlock has adopted a Code of Ethics (the "Code") pursuant to Rule 204A-1 under the Advisers Act. The Code governs the activities of each member, officer, director and personnel of Interlock (collectively, "Employees"). Interlock holds its Employees to a high standard of integrity and business practices that reflects its fiduciary duty to the Client. In serving its Client, Interlock strives to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of its Employees and Client securities transactions. When persons covered by the Code engage in personal securities transactions, they must adhere to the following general principles as well as to the Code's specific provisions: (a) at all times the interests of Client must be paramount; (b) personal transactions must be conducted consistent with the Code in manner that avoids any actual or potential conflict of interest; and (c) no inappropriate advantage should be taken of any position of trust and responsibility. Employees covered by the Code have

certain trading restrictions and reporting obligations of their personal securities transactions. Each Employee is provided with a copy of the Code and must annually certify that they have received it and have complied with its provisions. In addition, any Employee who becomes aware of any potential violation of the Code is obligated to report the potential violation to the Chief Compliance Officer.

Interlock will provide a copy of its Code of Ethics to any Investor or prospective Investor upon request. Such a request may be made by submitting a written request to Interlock at the address on the cover page to this Brochure.

Neither Interlock nor its related persons recommends to Clients, or buys or sells for Client accounts, securities in which Interlock or a related person has a material financial interest.

Interlock personnel, advisors and other designated persons generally are permitted to invest in certain Funds that are organized as employee co-investment vehicles (the “Executive Funds”). Each Executive Fund typically invests in or alongside its related Fund. In certain circumstances, the Executive Funds do not pay management fees or carried interest, depending on their agreement to Interlock or its affiliates.

Item 12 – Brokerage Practices

Interlock focuses on securities transactions of private companies and generally purchases and sells such companies through privately negotiated transactions. With respect to the Interlock’s private company securities transactions on behalf of the Funds, Interlock reserves the right to retain one or more nationally recognized broker-dealers or investment banks, the costs of which will be borne by the relevant Fund and/or its Portfolio Companies. In determining to retain such parties, Interlock is permitted to consider a variety of factors, including, without limitation: (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 Interlock generally will seek reasonable rates for such services, the market for such services involves more subjective evaluations than public securities brokerage transactions, and the Funds will not necessarily pay the lowest commission or fee for such services.

Interlock generally does not engage in significant public securities transactions. In the event Interlock engages in public securities transactions, Interlock will seek to obtain best execution for all transactions.

To the extent purchase and sale orders are aggregated, Interlock will aggregate such orders as it deems appropriate and in accordance with the Funds’ Governing Documents and in the best interests of the Funds.

Interlock expects to face actual or potential conflicts of interest when allocating investment opportunities among the Funds. The general policy of Interlock is to allocate investment opportunities among the applicable Funds in a fair and equitable manner and in accordance with the terms of its policies and the applicable Governing Documents for such Funds.

Item 13 – Review of Accounts

Each Fund will be reviewed by Interlock’s investment professionals on an ongoing basis to determine whether positions should be maintained in light of current market conditions. Matters to be reviewed will include specific positions held, adherence to investment guidelines and the performance of each Fund.

Significant market events affecting the prices of one or more position in Fund accounts, changes in the investment objectives or guidelines of a particular Fund or specific arrangements with particular Funds may trigger reviews of Fund accounts on a more frequent basis.

Pooled investment vehicle investors will receive reports from the Funds pursuant to the terms of each Fund’s offering memoranda or as otherwise described in the offering document of the Fund.

Item 14 – Client Referrals and Other Compensation

No persons other than the Funds and affiliated General Partners provide an economic benefit to Interlock for providing investment advice or other advisory services to clients. Interlock and its related persons will, in certain instances, receive discounts on products and services provided by Portfolio Companies of Funds and/or the customers or suppliers of such Portfolio Companies.

Interlock reserves the right to enter into arrangements pursuant to which it compensates a third party to act as a placement agent for a fund in connection with the offer and sale of interests to certain potential Investors. Interlock has retained Acalyx Advisors, Inc., a placement agent, to solicit commitments from investors for certain Funds in exchange for a fee based on a percentage of the aggregate commitment amount for certain third-party investors (depending on the amount sold), subject to certain exclusions and exceptions. Such Fund may bear the costs of such placement agent fees, subject to any limitations set forth in such Fund’s Governing Documents.

These arrangements are in compliance with the marketing rule, Rule 206(4)-1 of the Advisers Act as of its effective date.

Item 15 – Custody

Interlock generally expects that it will be deemed to have “custody” (within the meaning of Advisers Act Rule 206(4)-2 (the “Custody Rule”)) of funds or securities held in the name of one or more Funds, subject to certain exceptions set forth in the Custody Rule and related guidance, and intends to maintain such assets with the following qualified custodians: City National Bank and Silicon Valley Bank, a Division of First Citizens Bank.

Item 16 – Investment Discretion

Funds' Governing Documents generally authorize Interlock to invest and trade the assets in a broad range of investments, to be selected at Interlock's sole discretion, with no specific limitations as to type, amount, concentration, or leverage. Further, Interlock reserves the right to enter into any type of investment transaction and employ any investment methodology or strategy it deems appropriate.

Pursuant to the Funds' Governing Documents, each Investor designates Interlock as its attorney-in-fact to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents necessary or advisable to carrying out the Investors' business and affairs, including execution of the Investors' governing documents. An Investor's execution of a Fund's subscription agreement constitutes its execution of the Fund's Governing Documents and the terms and conditions set forth therein.

Item 17 – Voting Client Securities

Interlock exercises voting authority over proxies of the Funds' (and any Fund's) portfolio investments and has adopted proxy voting policies and procedures in accordance with Rule 206(4)-6 of the Advisers Act. The policies require Interlock to vote proxies received in a manner consistent with the best interests of the Funds.

The policies also require Interlock to vote proxies in a prudent and diligent manner intended to enhance the economic value of the assets of the Funds. However, the policies permit Interlock to abstain from voting proxies in the event that the Funds' economic interest in the matter being voted upon is limited relative to the Funds' overall portfolio or the impact of the Funds' vote will not have an effect on its outcome or on the Funds' economic interests.

Certain of Interlock proxy voting guidelines are summarized below:

- Interlock votes for: uncontested director nominees recommended by management; the election of auditors recommended by management, unless a dispute exists over policies; limiting directors' liability; and eliminating preemptive rights.
- Interlock votes against proposals to: entrench the board or adopt anti-takeover measures; proposals to provide cumulative voting rights; and social issues.

Although many proxy proposals can be voted in accordance with Interlock's proxy voting guidelines, some proposals will require special consideration, and Interlock will make a decision on a case-by-case basis in these situations, including proposals to: eliminate director mandatory retirement policies; rotate annual meeting locations and dates; grant options and stock to management and directors; and indemnify directors and/or officers.

Where a proxy proposal raises a material conflict between Interlock's interests and the interests of the Funds, Interlock will seek to resolve the conflict in the best interest of the Funds.

Investors or prospective Investors may obtain a copy of Interlock's complete proxy voting policies and procedures upon request. Investor or prospective Investors may also obtain information from Interlock about how Interlock voted any proxies on behalf of their account(s).

Item 18 – Financial Information

Interlock has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of bankruptcy proceedings.