



AGELLUS CAPITAL

AGELLUS CAPITAL, LLC

FIRM BROCHURE

(PART 2A OF FORM ADV)

7733 Forsyth Blvd
Suite 1100
Clayton, MO 63105
314-408-5501
www.agellus.com

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This brochure (“Brochure”) provides information about the qualifications and business practices of Agellus Capital, LLC (“Agellus,” the “Manager” or the “Firm”).

If you have any questions about the contents of this Brochure, please contact the Firm’s Chief Compliance Officer (“CCO”), Jeffrey Aiello by email at jaiello@agellus.com and/or 314-408-5501. The information in this Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (the “SEC”) or by any state securities authority. References to the Firm’s status as a registered investment adviser (“RIA”) do not imply a certain level of skill or training.

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

ITEM 2 – MATERIAL CHANGES

This is the initial registration filing of Agellus Capital, LLC. In accordance with Form ADV Part 2, in the future, Agellus will update this Brochure annually to reflect any material changes, or when information contained herein becomes materially inaccurate.

We encourage all recipients to read this Brochure carefully in its entirety.

IMPORTANT NOTE ABOUT THIS BROCHURE

This Brochure is not:

- *an offer or agreement to provide advisory services to any person;*
- *an offer to sell interests (or a solicitation of an offer to buy interests) in any Fund (as defined in Item 4 of this Brochure) advised by the Firm;*
- *a complete discussion of the features, risks or conflicts associated with any Fund advised by Agellus.*

As required by the U.S. Investment Advisers Act of 1940, as amended (the “Advisers Act”), Agellus provides this Brochure to current and prospective clients, which are the private investment funds it manages. Agellus may also, in its discretion, provide this Brochure to current or prospective investors in certain Funds, together with other relevant offering materials, such as a Fund’s confidential private placement memorandum (“PPM”) or similar disclosure statement, prior to, or in connection with, such persons’ investment in such Funds. Interests in the Funds (“Interests”) are offered only pursuant to a PPM or similar disclosure document, subscription agreement, and the limited partnership agreement or similar organizational document for the relevant Fund (“Fund Governing Documents”).

Although this Brochure describes the investment advisory services of the Firm, persons who receive this Brochure should be aware that it is designed solely to provide information about the Firm as necessary to respond to certain disclosure obligations under the Advisers Act. As such, the information in this Brochure may differ from information provided in relevant offering materials or other documents. Unless otherwise noted, please review the relevant Fund Governing Documents in connection with making any investment decision. More complete information about each Fund advised by the Firm is included in the offering materials (including the applicable PPM) for such Fund, which may be provided to current and eligible prospective investors only by Agellus or its authorized agents.

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ITEM 4 – ADVISORY BUSINESS

The Adviser & Funds

Agellus will serve as an investment adviser and provide discretionary management services to private pooled investment vehicles. Founded in 2024, Agellus is a private equity firm led by Jeffrey Aiello and Harold “Beau” Thomas (collectively, the “Managing Partners”). Agellus is owned by the Managing Partners. For more information about the Firm’s ownership, please refer to Schedules A and B of Form ADV Part 1A.

The Firm has a comprehensive plan for team buildout and has ongoing plans to hire additional personnel in 2024. To support its endeavors, Agellus will also seek to leverage a network of service providers across finance, compliance, investor relations reporting, human resources, and IT/Cyber functions.

Agellus will act as investment manager to private investment funds and special purpose vehicles or co-investment vehicles related to those funds. Initially, Agellus will serve as the investment manager to Agellus Private Equity Fund I, LP, a Delaware limited partnership (together with any Parallel Investment Vehicles (as defined below), the “Fund” or “Fund I”). The Fund will primarily make equity and equity-related investments (including debt or debt-like investments in connection with supporting or enabling an equity investment) in middle-market, essential, non-discretionary services companies. Investment advisory clients will strictly be private funds, including Fund I. The beneficial owners and equity owners of the private funds are generally referred to as “Limited Partners” or “Investors.”

Agellus Private Equity Fund I GP, LLC, a Delaware limited liability company (the “General Partner”), will serve as the general partner of Fund I. Jeffrey Aiello and Beau Thomas are the principals of the General Partner. The General Partner, Agellus or persons controlled by or under common control with Agellus, are the Manager’s “related persons.”

The General Partner may, in its discretion, organize one or more parallel investment vehicles (“Parallel Investment Vehicle”) to facilitate, from a legal, tax or regulatory standpoint, investments by certain foreign, tax-exempt or other classes of investors, the structure and terms of which may differ from that of Fund I, but which are expected to invest proportionately in all transactions on effectively the same terms and conditions as Fund I. The General Partner intends to form Agellus Private Equity Fund I-A, LP, a Delaware limited partnership (“Partnership-A” collectively with Fund I, the “Funds”), as a Parallel Investment Vehicle for those U.S. tax-exempt Limited Partners and non-U.S. Limited Partners that are sensitive to (a) income “effectively connected with the conduct of a trade or business with the United States”, (b) “unrelated business taxable income” or (c) income from “commercial activities.”

The General Partner is permitted to structure other investment vehicles, blocker corporations and/or feeder funds (collectively, “Alternative Investment Vehicles”) to facilitate participation by certain Investors, including affiliates, in investment opportunities to accommodate legal, tax, regulatory or other similar considerations of such Investors.

Advisory Services

Agellus tailors its investment advisory services to the specific investment objectives and restrictions set forth in the Fund Governing Documents and not to the individualized needs of any Investor. Once invested in a Fund, an investor cannot impose restrictions on the types of securities in which the Fund may invest. Investors in the Funds participate in the overall investment program for the Funds, but in certain circumstances are excused from a particular investment due to legal, regulatory, or other agreed-upon

circumstances pursuant to the Fund Governing Documents; provided that such arrangements generally do not and will not create an adviser-client relationship between Agellus and any investor.

Pursuant to the investment guidelines and restrictions set forth in the Fund Governing Documents for Fund I, Agellus invests primarily in equity and equity-related securities (including debt or debt-like securities in connection with supporting or enabling an equity investment) (each, a “Portfolio Investment” and collectively, the “Portfolio Investments”) primarily in middle-market companies principally located in North America (a “Portfolio Company” and collectively, the “Portfolio Companies”). Agellus’ investment philosophy revolves around value creation through organic growth further accelerated and enabled through add-on acquisitions, focused on companies providing non-discretionary, essential services. The Fund Governing Documents also provide investment limitations related to specific strategies or industries, such as diversification, blind-pool investment funds, publicly traded securities, geographic restrictions, derivatives, oil & gas, and real estate.

Additional information about the Funds and their investment objectives, strategies, restrictions, and risks associated with an investment are described in the PPM and other Fund Governing Documents, which are made available to Investors only through Agellus and its authorized agents.

The Funds are (a) offered exclusively to individuals who qualify as “accredited investors” under Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”), and (b) are not required to register as investment companies with the SEC under the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”), in reliance upon the exclusion from registration provided in Section 3(c)(7) thereof, which limits the availability of Interests to persons who are “qualified purchasers” as defined in Section 2(a)(51) of the Investment Company Act, or Section 3(c)(1) thereof, which limits the number of beneficial owners of the Interests to not more than 100 persons. Subject to the investment guidelines and restrictions in the Fund Governing Documents for the Fund, Agellus has broad discretion to make investment decisions for the Fund. Investment in the Fund involves significant risks and should be regarded as long-term in nature, forming only one portion of an Investor’s diversified investment portfolio.

Agellus provides investment management services exclusively to the Funds. Outside of such services to the Funds, Agellus offers no other investment advisory services. Agellus does not perform any type of financial planning, quantitative analysis, tax planning or market timing services, nor participates in any wrap fee programs.

As of the date of this filing, Agellus managed \$0 in client assets on a discretionary basis. Within 120 days of the effectiveness of Agellus’ registration as an investment adviser, Agellus expects to manage greater than \$100 million in client assets on a discretionary basis.

ITEM 5 – FEES AND COMPENSATION

Fund Management Fees

As more fully described in the Fund Governing Documents of Fund I, a management fee (“Management Fee”) will be payable semi-annually in advance by Fund I to the Manager in respect of each Limited Partner in an amount equal to 2.0% *per annum* of the commitment of each Limited Partner from the date of the initial closing of the Fund until the earlier of (a) the expiration or termination of the investment period of the Fund and (b) the date on which management fees become payable to the Manager or any of its affiliates in respect of any successor fund. Thereafter, until the tenth anniversary of the final permitted closing date of the Fund, and during any suspension of the Fund’s investment period due to a certain “key person event”, the Management Fee will be 2.0% *per annum* of the capital contributions of such Limited Partner and such Limited Partner’s share of any borrowings, in each case, funded in respect of Portfolio Investments and any bridge financings that have not been the subject of a disposition or completely written down to zero pursuant to U.S. generally accepted accounting principles (a Limited Partner’s “Funded Commitment”). After the tenth anniversary of the final permitted closing date of the Fund, (i) if, as of the applicable Management Fee payment date, aggregate commitments to a successor fund are equal to or greater than 75% of aggregate Fund commitments, the Management Fee in respect of each Limited Partner will be an amount not more than 2.0% *per annum* of such Limited Partner’s funded commitment, as approved by the Fund’s Limited Partner Advisory Committee (“LP Advisory Committee”) and (ii) if, as of the applicable Management Fee payment date, aggregate commitments to each then-existing successor fund are less than 75% of aggregate Fund commitments, the Management Fee in respect of each Limited Partner will be 2.0% *per annum* of such Limited Partner’s funded commitment to the Fund; provided that, if the Fund’s investment period is suspended as a result of a key person event and is subsequently reinstated, the Management Fee for the period of such suspension shall be calculated retroactively (*i.e.*, 2.0% *per annum* of the commitment of such Limited Partner). The Management Fee will be payable not earlier than each January 15 and July 15 for the respective semi-annual periods beginning January 1 and July 1 of each year and may be paid from capital called from the Limited Partners or from amounts otherwise available for distribution. The Management Fee will be subject to reduction as set forth in the PPM and other Fund Governing Documents.

Consistent with Fund Governing Documents or agreements with specific Limited Partners, the Manager may elect to reduce or waive fees for certain Limited Partners.

Similar investment advisory services may be available from other investment advisers for higher, similar or lower fees.

Carried Interest

In addition to the Management Fee, the Fund (and indirectly, Investors in the Fund) is required to allocate to the General Partner certain performance-based compensation (“Carried Interest”). Distributions that the General Partner receives pursuant to specific clauses outlined in the Fund Governing Documents are referred to as “Carried Interest Distributions.” Investors and prospective Investors should refer to Fund Governing Documents for a detailed description of the Carried Interest and other distribution provisions.

Management Fees, performance-based compensation, and/or any other compensation payable to the Manager are generally negotiated with the Fund or its underlying investors and may depend on, among other factors, the amount of capital committed to the Fund.

Portfolio Company Compensation

Agellus or its affiliates are permitted to and likely will receive compensation from certain Portfolio Companies in connection with services provided to these companies in the ordinary course of business, such as topping, break-up, monitoring, directors', organizational, set-up, advisory, and other similar fees. Agellus generally will apply each Fund's allocable share of such fees and other compensation to reduce Fund Management Fees consistent with Fund Governing Documents.

Other Fees

The Manager and its affiliates may receive transaction, consulting, advisory and other similar fees associated with Portfolio Investments or proposed Portfolio Investments or commitments made by the Fund. The Manager and its affiliates may also receive fees in connection with transactions that are not completed (*i.e.*, break-up fees). In addition, the Managing Partners, the Manager, its employees and affiliates may receive director's fees in connection with Portfolio Investments.

Operating Partners

Consistent with the relevant Fund Governing Documents, the Manager may enter into certain employment, consulting or other strategic relationships with operating partners, operating advisors and similar persons (the "Operating Partners") to provide certain services in connection with sourcing investments, due diligence and/or providing operating management to Portfolio Companies. In connection with their services, the Operating Partners may be entitled to (a) receive cash and/or non-cash (e.g., equity) consideration for their services from the applicable Portfolio Companies, (b) invest directly in one or more Portfolio Companies, and (c) participate in a portion of the Carried Interest Distributions received by the General Partner. Any such cash or non-cash compensation received by an Operating Partner from a Portfolio Company will not offset the Management Fee.

Fund Expenses

The Fund will bear all legal, organizational and offering expenses, including the out-of-pocket expenses of the General Partner and its agents, excluding placement agent fees, actually incurred in the formation of the Fund and the General Partner up to an amount not to exceed \$2,500,000 ("Organizational Expenses"). The Manager will bear responsibility for Organizational Expenses in excess of \$2,500,000 and all fees payable to any placement agent for the Fund through an offset, on a dollar-for-dollar basis, against the Management Fee payable by the Fund.

The Fund will pay all costs and expenses relating to its operations ("Operating Expenses"), and together with Organizational Expenses and the Management Fee, ("Fund Expenses"), including, but not limited to: (a) the Management Fee; (b) expenses incurred in connection with the identification, structuring, negotiation, making, sourcing (including any retainers, success fees, finder's fees and other compensation paid to investment banks, consultants, finders and similar persons and subscriptions for industry associations for deal and deal-sourcing activity), researching (including research, news and data tools), holding, monitoring, development, ownership, operation, management, financing, sale, restructuring, proposed sale or restructuring, other disposition or valuation of Portfolio Investments, Bridge Financings and temporary investments or Portfolio Investments and temporary investments considered for the Fund (including due diligence in connection therewith), including, but not limited to, legal, accounting, audit, consulting, appraisal, travel, lodging, transportation, meals, entertainment (including closing dinners), hedging and other expenses, the attendance at conferences and meetings in connection with the sourcing or evaluation of potential Portfolio Investments or specific sectors or industries solely to the extent that such conferences and meetings are in furtherance of Fund business, and expenses for business development and

entertainment directly related to the development and management of Portfolio Investments and any prospective Portfolio Investments, in each case, to the extent that such fees and expenses are not reimbursed by a Portfolio Company or other third party; (c) premiums for D&O insurance and other insurance protecting the Fund and any Indemnified Party (as defined below) from liabilities; (d) legal, trustee, paying agent, record-keeping, auditing and accounting fees and expenses; (e) expenses related to the administration of the Fund or its subsidiaries, including, but not limited to, fees, expenses and costs of a third party administrator, fees, expenses and costs incurred in connection with the preparation and circulation of drawdown notices and distribution notices (including, without limitation, fees, expenses and costs of any software or data portal and other service providers), the maintenance of the Fund's books of account and the preparation of audited or unaudited financial statements required to implement the provisions of the Partnership Agreement or by any governmental authority with jurisdiction over the Fund (including those of independent auditors, accountants and counsel, those of preparing and circulating the reports called for by the Partnership Agreement (including, without limitation, Schedules K-1 or other similar schedules), and any fees or imposts of a governmental authority imposed in connection with such books and records and statements) and other routine administrative fees, costs and expenses, including, but not limited to, those relating to the preparation of tax returns, cash management expenses and insurance and legal expenses and other reports to Partners; (f) auditing, investment banking, accounting, banking and consulting fees and expenses; (g) appraisal expenses, including the cost of any independent valuation expert; (h) expenses related to the organization, documentation and maintenance of persons through or in which Portfolio Investments may be made (including, without limitation, Parallel Investment Vehicles, Alternative Investment Vehicles, Holding Vehicles, Feeder Funds, Blocker Corporations and Underlying Partnerships and the Fund's and their respective subsidiaries); and (i) expenses of the LP Advisory Committee and expenses of meetings thereof (including travel expenses and expenses of any independent counsel engaged by the LP Advisory Committee with the consent of the General Partner); (j) taxes and other governmental charges, fees and duties payable by the Fund (including interest and penalties thereon), and all expenses incurred by the tax matters representative, as provided in the Fund Governing Documents, or in connection with any tax filing, audit, examination, investigation, settlement or review of the Fund, in each case, except to the extent that such amounts are (i) allocable to, or indemnifiable by, a Partner and (ii) actually borne or paid by such Partner; (k) costs of any meetings with Limited Partners, including the Limited Partner annual meeting (including expenses related to accommodation, meal, event, entertainment, gifts or mementos, travel of employees and operating partners or operating advisors and other similar expenses and costs related thereto); (l) costs of winding up and liquidating the Fund, any Parallel Investment Vehicles, Alternative Investment Vehicles, holding vehicles, feeder funds, blocker corporations, underlying partnerships and their respective subsidiaries; (m) costs and expenses incurred in connection with all legal and regulatory compliance obligations under applicable U.S. and non-U.S. laws and regulations, including those directly related to the making, holding or disposing of Portfolio Investments by the Fund, whether such compliance obligations are imposed on the Manager, the General Partner, their affiliates or the Fund (including, without limitation, (i) Form PF, (ii) Section 13, Section 16 and other filings under the Securities Exchange Act of 1934, (iii) costs and expenses relating to the provisions of the Alternative Investment Fund Managers Directive (the "AIFM Directive") or the Alternative Investment Fund Managers Regulations 2013/1773 implemented in the United Kingdom, as amended from time to time (the "AIFM Regulation") (including applicable filings and reports and the expenses of any custodian and/or depository appointed by the General Partner or its affiliates in relation to the performance of any functions of a custodian and/or depository contemplated by the AIFM Directive, AIFM Regulation or any related national private placement regime), (iv) any filings or other documents required by the U.S. Bureau of Economic Analysis or the U.S. Treasury Department, including the U.S. Treasury Department's Financial Crimes Enforcement Network under the Corporate Transparency Act, (v) any filings or other documents necessary to avoid the imposition of withholding or other taxes pursuant to the Internal Revenue Code of 1986, as amended, and U.S. Treasury Regulations thereunder, along with any intergovernmental agreements entered into in respect thereof (collectively "FATCA"), (vi) applicable Commodity Futures Trading Commission filings, (vii) applicable antitrust filings and (viii) any other forms, schedules or other filings with governmental and self-

regulatory agencies directly related to the making, holding or disposing of Portfolio Investments by the Fund; (n) costs, expenses, interest and liabilities related to borrowings, guarantees and credit support and other obligations, including all legal, audit, accounting, consulting, appraisal and other expenses (to the extent not subject to reimbursement) incurred in connection therewith; (o) expenses incurred in connection with the implementation of environmental, social and governance policies in connection with the activities of the Fund or any Portfolio Investment or proposed Portfolio Investment, including due diligence and reporting; (p) expenses relating to a defaulting Partner; (q) expenses incurred in connection with hedging transactions; (r) expenses incurred in connection with any restructuring or amendments to the constituent documents of the Fund and related entities, including the General Partner, to the extent necessary to implement a restructuring or amendment to the Fund Governing Documents; (s) expenses incurred in connection with distributions to Partners; (t) expenses incurred (whether or not prior to the date of the initial closing of the Fund) as a result of a proposed transaction or investment by the Fund that is not consummated, to the extent not reimbursed by a third party (including out-of-pocket expenses incurred by any operating partner or operating advisor, break-up fees and fees and expenses related to unconsummated transactions and including expenses and costs that would have been allocable to co-investors had such proposed transaction or investment been consummated, if the amount allocable to such co-investors is not paid by such persons); (u) extraordinary expenses, including costs and liabilities incurred in connection with litigation, investigations, settlements or review of the Fund or other extraordinary events, and indemnity expenses, including the amount of any judgments or settlements; (v) expenses incidental to the transfer, servicing and accounting for the Fund's cash and securities, including all charges of depositaries and custodians; (w) communications expenses (including any software or online data portal used in connection with reporting, capital call notices, distribution notices and other communications with Partners, or any webcasts, video conferencing or similar technology services); (x) expenses incurred in connection with a purchase, sale, assignment, pledge or transfer of all or a portion of a Limited Partner's interest in the Fund or the withdrawal or termination of a Limited Partner (except to the extent allocable to or payable by, and actually borne and paid by, the applicable purchaser or Limited Partner, assignee, pledgee or transferee, as the case may be) including prospective transfers that are not consummated and those incurred in connection with transferring a Limited Partner's commitment to a Parallel Investment Vehicle or to or from a feeder fund; (y) fees, costs and expenses of anti-bribery, anti-corruption, anti-money laundering or "know your customer" compliance, tax diligence expenses and/or related procedures; (z) fees, costs and expenses related to compliance with privacy laws, rules or regulations of any applicable jurisdiction; (aa) out-of-pocket expenses incurred in connection with the collection of any amounts due to the Fund from any person; (bb) expenses incurred in connection with the administering of and compliance with Side Letters (as defined below) entered into with any Limited Partner and the Fund Governing Documents, including summaries thereof, finance and operations manuals in respect thereof and any revisions or amendments to any Side Letter and expenses associated with the notification and election process in connection with the "most favored nations" process, including the preparation of any compendium related thereto and (cc) fees, costs and expenses incurred in connection with responding to Freedom of Information Act or similar requests.

Certain expenses of the Funds or the General Partner incurred in connection with making, holding or otherwise disposing of, or otherwise relating to, a Portfolio Investment may be borne or reimbursed by the applicable Portfolio Company and will not be paid by the General Partner or the Funds. To the extent that any Fund Expense is an expense of the Fund and of one or more Parallel Investment Vehicles, including the costs, expenses and liabilities incurred in connection with the acquisition, disposition, holding of, or otherwise relating to, a Portfolio Investment, this expense will be borne *pro rata* among the Fund and the Parallel Investment Vehicles, based upon their respective amounts invested in the applicable Portfolio Investment (or, if unrelated to a Portfolio Investment, based upon their respective aggregate commitments).

Manager Expenses

The Fund shall not be responsible for payment of the following expenses: (A) ordinary operating expenses and overhead of the General Partner or the Manager; (B) costs and expenses related to government and regulatory filings of the General Partner or Manager (other than those set forth in Fund Governing Documents); (C) lease or other payments for the General Partner's or the Manager's office space, utilities and office equipment; and (D) other than pursuant to payments made in accordance with the foregoing, salaries, bonuses and benefits of their respective employees.

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

Carried Interest

As mentioned in *Item 5 – Fees and Compensation*, the General Partner of the Funds is generally eligible to receive performance-based compensation or “Carried Interest.” The Carried Interest is effectively equivalent to a percentage of the Funds’ net profits, based on specific calculation provisions, and subject to certain terms and conditions set forth in the Fund Governing Documents. Any performance-based compensation will be paid in accordance with Rule 205-3 promulgated under the Advisers Act, which specify certain qualification thresholds for Investors in the Funds being assessed such form of compensation. All Investors will be required to meet such qualifications. Any share of the Funds’ net profits paid to the General Partner is separate and distinct from, and in addition to, any annual Management Fee charged by Agellus to the Funds.

The General Partner will be required to restore funds to Fund I to the extent that it has received cumulative distributions in excess of amounts otherwise distributable to the General Partner pursuant to the formula set forth in the PPM, applied on an aggregate basis covering all transactions of the Fund (the “Clawback”) as of (a) the last day of the fiscal year during which the last day of the Investment Period occurs, (b) each biennial anniversary of such date occurring prior to the termination of the Fund and (c) the date of the completion of the dissolution and winding up of the Fund and the final distribution of the Fund’s assets among the Partners. Notwithstanding the foregoing, in no event will the General Partner be required to restore more than the cumulative distributions the General Partner received or could have received as Carried Interest Distributions determined on an after-tax basis. All Clawback amounts will be paid no later than 90 days after the applicable Clawback determination date.

The existence of the General Partner’s carried interest may create an incentive for the General Partner to make more speculative Portfolio Investments on behalf of the Fund than it would otherwise make in the absence of such performance-based arrangement. Additionally, the Firm may have the incentive to favor clients subject to performance-based compensation over clients not covered by performance-based compensation. However, the General Partner’s Commitment to the Fund and the General Partner’s Clawback described in the Fund Governing Documents seek to mitigate such conflicts.

The Manager also seeks to address the potential for conflicts of interest in these matters with allocation policies and/or practices that provide that transactions and investment opportunities will be allocated in accordance with each Fund’s investment guidelines and the relevant Fund Governing Documents, as well as other factors that do not include the amount of performance-based compensation received by the Manager, the General Partner or any personnel.

Parallel Investment Vehicles

The General Partner may, in its discretion, organize one or more Parallel Investment Vehicles to facilitate, from a legal, tax or regulatory standpoint, investments by certain foreign, tax-exempt or other classes of investors, the structure and terms of which may differ from that of the Fund, but which are expected to invest proportionately in all transactions on effectively the same terms and conditions as the Fund. The General Partner has formed Agellus Private Equity Fund I-A, LP as a parallel investment vehicle for U.S. tax exempt and non-U.S. Limited Partners.

All divestments of Portfolio Investments by the Fund and any Parallel Investment Vehicle shall generally be made, to the extent feasible, at the same time, on the same terms and pro rata based on the respective amounts invested in such Portfolio Investment unless otherwise determined by Agellus.

ITEM 7 – TYPES OF CLIENTS

As noted in *Item 4 – Advisory Business*, Agellus will provide discretionary investment advisory services to the Fund, a pooled investment vehicle operating as a private investment fund exempt from registration under the Investment Company Act. The Investors participating in the Fund are expected to include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and from time to time include, directly or indirectly, principals or other employees of the Manager and its affiliates and members of their families, Operating Partners or other service providers retained by the Manager, as well as executives of portfolio companies. Each Investor in the Fund must meet the eligibility provisions outlined in *Item 4* above. Investment in the Fund is generally subject to a minimum initial investment of \$5,000,000 per Investor, subject to increase, decrease or waiver at the discretion of Agellus and the General Partner of the Fund.

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

General

Agellus will seek to engage in control transactions with the essential, non-discretionary services segments of the U.S. middle-market. These businesses are typically characterized by criteria such as recession-resilience, organic growth, stable margins, and operating within large, fragmented markets exhibiting long-term, secular macro drivers.

Below is a summary of the methods and strategies Agellus generally expects to deploy on behalf of the Fund and a summary of the material risks involved with such strategies and an investment in the Funds. Investors must review the PPM and the detailed discussion of the methods of analysis, risks, and conflicts therein. Investment in the Fund entails a high degree of risk and should be undertaken only by Investors capable of evaluating the investment risks and bearing them, including a complete loss of invested capital. There can be no assurance the Fund will meet its investment objectives or successfully carry out its investment programs.

Agellus conducts due diligence evaluations from the time an investment opportunity is identified through the closing of the transaction. The due diligence process will be staffed by a team of investment professionals who are responsible for leading the internal review process, organizing resources, and managing third-party diligence providers. Prospective deals are identified through a variety of sources and assessed for further screening. The Managing Partners decide whether to proceed with expending resources to advance to follow-up diligence and a management presentation. Subsequently, the Manager schedules Investment committee meetings that include the entire firm to discuss and evaluate the opportunities.

Investment Risks

Prospective Investors should carefully consider, among other factors, the risk factors and conflicts of interest described in detail in the Fund's PPM and Fund Governing Documents, each of which could have an adverse effect on the value of the Interests in the Fund. As a result of these factors, as well as other risks inherent in any investment, there can be no assurance that the Fund will meet its investment objectives or otherwise be able to successfully carry out its investment program. The Fund's returns may be unpredictable and, accordingly, the Fund's investment program is not suitable as the sole investment vehicle for an investor. An investor should only invest in a Fund as part of an overall investment strategy. Based on, among others, the factors described in the PPM and summarized below, a risk of partial or total loss of capital is possible, and prospective Investors should not invest in the Fund unless they can readily bear the consequences of such loss.

The following is a high-level summary of various risks attendant to an investment in the Fund and Agellus' investment strategies and is not a complete list of all investment and operating risks associated with such investment. **Investors should refer to the Fund's PPM for a more comprehensive discussion of risks and conflicts of interest. The Fund and Investors in the Fund should be prepared to bear losses in both principal invested and unrealized capital gains.**

Private Equity Risks

An investment in the Fund involves a significant degree of risk, relating both to the types of Portfolio Investments contemplated by the Fund as well as to the Fund's ability to achieve its investment objectives

and therefore should be undertaken only by those investors capable of evaluating the risks of the Fund and bearing the risks it represents. Before purchasing limited partner interests in the Fund (“Interests”), prospective investors should carefully consider, among other factors, the following risk factors, as well as other information provided in Fund Governing Documents. The following risk factors do not purport to be a complete list or explanation of all risks involved in an investment in the Fund. Additionally, each of the risk factors listed below, on its own, could have a material adverse effect on the Fund or the value of an investment in the Fund. Prospective investors should not construe the performance of earlier investments by the Manager, its affiliates or each of the Managing Partners as providing any assurances regarding the future performance of the Fund. There can be no assurance that the Fund will meet its investment objectives or that a Limited Partner will receive a return of its capital. As such, a Limited Partner should have the ability to sustain the loss of its entire investment in the Fund. Prospective investors must rely on their own examination of, and their own ability to evaluate, the nature of an investment in Interests, including all of the risks involved in making such an investment. Prospective investors should consult their own legal, tax, investment and accounting advisors in connection with evaluating the purchase of Interests.

Portfolio Investment Risks

Blind Pool of Investments. The Portfolio Investments that the Fund intends to make, as of the date of this Memorandum, have not been selected by the General Partner or the Manager. Limited Partners will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding Portfolio Investments by the Fund. No assurance can be given that the Fund will be successful in obtaining suitable Portfolio Investments or that, if the Portfolio Investments are made, the objectives of the Fund will be achieved.

Portfolio Investments in Growth Businesses. The Fund expects to invest in growth companies. These companies may be characterized by short operating histories, evolving markets, intense competition and management teams that have limited experience working together. A Portfolio Company may need to implement appropriate sales and marketing, investor, finance, personnel and other operational strategies in order to become and remain successful. The Fund’s returns will depend upon the General Partner’s ability to find and invest in companies that can successfully combine these strategies where products and markets are constantly evolving. There can be no assurance that the General Partner will find and invest in a sufficient number of these companies to meet investor return expectations.

Portfolio Investments in Less Established Businesses. The Fund expects to invest a portion of its assets in less established companies. Such Portfolio Investments may involve greater risks than generally are associated with Portfolio Investments in more established companies. To the extent there is any public market for the securities held by the Fund in any such companies, such securities may be subject to more abrupt and erratic market price movements than those of larger, more established companies. Less established companies tend to have lower capitalizations and fewer resources than more established companies and, therefore, often are more vulnerable to financial failure. Such companies also may have shorter operating histories on which to judge future performance and in many cases, if operating, will have negative cash flow. As such, these Portfolio Investments should be considered highly speculative and may result in the loss of the Fund’s entire Portfolio Investment.

Investment in Small Companies. There is no limitation on the size or operating experience of the companies in which the Fund may invest. Some small companies in which the Fund may make Portfolio Investments may lack management depth or the ability to generate internally, or obtain externally, the funds necessary for growth. In addition, some small companies in which the Fund may make Portfolio Investments may not, for example, have had their financial statements audited prior to the Fund’s investment therein. They may be unable to meet their obligations, which may be accompanied by deterioration in the value of any collateral and a reduction in the likelihood of the Fund realizing any

guarantees it may have obtained in connection with its investment. Companies with new products or services could sustain significant losses if projected markets do not materialize. Some small companies may have shorter operating histories, narrower product lines and smaller market shares than larger businesses in their industries. This may render such companies more vulnerable to competitors' actions and market conditions, as well as general economic downturns, and entail a greater risk than investments made in larger companies.

Investment in Non-performing or Stressed Investments. The Fund may make substantial investments in non-performing or other stressed assets, including investments in which a business unit is acquired from a larger parent or organization, that involve a degree of financial and market risk and there can be no assurance that the Fund's internal rate of return and/or cash multiple of invested capital objectives will be realized or that there will be any return of capital. In addition, under certain circumstances, payments to the Fund and distributions by the Fund to the Limited Partners may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment under applicable law.

Risks in Effective Operating Improvements. The success of the Fund's investment strategy is likely to depend, at least in part, on the ability of the Fund, the General Partner, the Manager and their affiliates to influence restructuring and improvements in the operations of a Portfolio Company. The activity of identifying and implementing restructuring programs and operating improvements at a Portfolio Company entails a high degree of uncertainty. Initiatives that may need to be taken in an effort to achieve improvements in operating performance include, among others, introductions of new products, changes in sales, marketing and distribution methods, implementation of new sourcing arrangements, reductions in manufacturing, overhead and other costs, enhancements and changes in the management team and identification, consummation and integration of add-on acquisitions. The proper identification and implementation of initiatives important to the achievement of improved operating performance is difficult and often requires substantial resources. The capabilities and resources of a Portfolio Company, even with the assistance of the General Partner and the Manager, may be insufficient to effect such proper identification and implementation, and the General Partner and the Manager may have limited influence given the size of the Fund's investment. There can be no assurance that the Fund will be able to successfully identify and implement such restructuring programs and improvements.

Highly Competitive Market for Investment Opportunities. The success of the Fund as a whole depends upon the identification and availability of suitable investment opportunities that fall within the Fund's investment objectives and the ability of the General Partner and the Manager to identify, negotiate, close, manage and exit those investment opportunities. The activity of identifying, completing and realizing attractive Portfolio Investments is highly competitive and involves a high degree of uncertainty and risk, especially with respect to timing. In addition, there generally will be little or no publicly available information regarding the status and prospects of Portfolio Companies or prospective portfolio companies. Many investment decisions by the General Partner and the Manager will be dependent upon the ability of the General Partner and the Manager to obtain relevant information from non-public sources. There can be no assurance that the General Partner or the Manager will be able to locate and complete investments which enable the Fund to invest any portion of its committed capital in opportunities that satisfy the Fund's investment objectives or realize the value of these investments.

The Fund will compete for the right to make Portfolio Investments with an ever-increasing number of other parties, including other consortia, companies and other private investment funds, as well as individuals, financial institutions and other institutions, some of which may have greater resources than the Fund. As a result of such competition, the Fund may have difficulty in making certain investments or, alternatively, the Fund may be required to make Portfolio Investments on economic terms less favorable than anticipated. If the Fund fails to make new Portfolio Investments or makes Portfolio Investments on less favorable terms,

the Fund's financial condition and results of operations could be materially and adversely affected. The Limited Partners will be required, nonetheless, to contribute capital to pay the Management Fee based on their respective Commitments during the Investment Period. The availability of investment opportunities will be subject to market conditions, the prevailing regulatory conditions or the political climate in industries and regions in which the Fund may invest and other factors outside the control of the Fund.

Illiquid and Long-Term Investments. Although Portfolio Investments may generate current income, the return of capital and the realization of gains, if any, from a Portfolio Investment will most likely occur only upon the partial or complete disposition of such Portfolio Investment. While Portfolio Investments may be sold at any time, it is generally expected that the disposition of most of the Fund's Portfolio Investments will not occur for a number of years after such Portfolio Investments are made. It is unlikely that there will be a public market for the securities held by the Fund at the time of their acquisition, and such securities may require a substantial length of time to liquidate. Dispositions of Portfolio Investments also may be subject to limitations on transfer or other restrictions that would interfere with the subsequent sale of such Portfolio Investments or adversely affect the terms that could be obtained upon any disposition thereof. The Fund generally will not be able to sell the securities it holds of any Portfolio Investment publicly unless their sale is registered under applicable securities laws, or unless an exemption from such registration requirements is available. In addition, in some cases, the Fund may be prohibited or limited by contract from selling certain securities for a period of time, and as a result, may not be permitted to sell a Portfolio Investment at a time or price it might otherwise desire to do so.

Projections. The Fund is expected to rely upon projections developed by the Manager or a Portfolio Company concerning the Portfolio Company's future performance, outcome and cash flow. In all cases, projections are only estimates of future results which are based upon assumptions made at the time that the projections are developed. Projections are inherently subject to uncertainty and factors beyond the control of the Manager and the Portfolio Company. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the 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, outcomes and cash-flow.

Expedited Transactions. Investment analyses and decisions by the General Partner or the Manager may frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to the General Partner or the Manager at the time an investment decision is made may be limited, and the General Partner or the Manager may not have access to detailed information regarding a Portfolio Investment. Therefore, no assurance can be made that the General Partner or the Manager will have knowledge of all the facts and circumstances that may materially and adversely affect such Portfolio Investment.

Disposition of Private Investments. Many of the Fund's Portfolio Investments will involve private securities, which are generally more difficult to sell than publicly traded securities, as there is often no liquid market. This lack of liquidity may result in selling investments at a discount. In connection with the disposition of an investment in private securities, the Fund may agree to purchase price adjustments and may be required to make representations about the business and financial affairs of the Portfolio Company typical of those made in connection with the sale of a business or may be responsible for the contents of disclosure documents under applicable securities laws. The Fund may be obligated to fund additional capital pursuant to such purchase price adjustments and also may be required to indemnify the purchasers of such investment to the extent that any such representations or disclosure documents turn out to be inaccurate, incorrect or misleading. These arrangements may result in the incurrence of contingent liabilities that may ultimately yield funding obligations that must be satisfied by the Limited Partners to the extent of their available commitments or the return of prior distributions made to such Limited Partners.

Risks upon Disposition of Investments. In connection with the disposition of certain types of Portfolio Investments, the Fund may be required to make representations about the business and financial affairs of the applicable Portfolio Company typical of those made in connection with the sale of any business or may be responsible for the contents of disclosure documents under applicable securities laws. The Fund may also be required to indemnify the purchasers of such Portfolio Company or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Partners. The Fund Agreement contains provisions to the effect that if there is any such claim in respect of a Portfolio Investment, it will be funded by the General Partner and Limited Partners to the extent of their unpaid Commitments or to the extent that they have received distributions from the Fund, subject to certain limitations.

Equity Securities. The Fund generally intends to invest in equity and equity-related securities (including debt or debt-like securities in connection with supporting or enabling an equity investment). Equity and equity-related securities generally involve a high degree of risk including business, financial, market and/or legal risk and will be subordinate to the debt securities and other indebtedness of the issuers of such equity securities including business, financial, market and/or legal risk. Holders of equity and equity-related securities generally own a residual interest in the applicable Portfolio Company and are junior to any obligations owed to the senior or subordinated creditors of such Portfolio Company. Prices of equity and equity-related securities generally fluctuate more than prices of debt securities and are more likely to be affected by poor economic or market conditions. In some cases, the issuers of such equity securities may be highly leveraged or subject to other risks such as limited product lines, markets or financial resources. In addition, actual and perceived accounting irregularities may cause dramatic price declines in the equity and equity-related securities of companies reporting such irregularities or that are rumored to be subject to accounting irregularities. The Fund may experience a substantial or complete loss on individual equity securities.

Regulation Impacting Investments. The industries targeted for investments by the Fund may be, in certain instances, highly regulated, both by domestic and foreign governmental agencies. Any such regulations may impact the Fund's ability to make an acquisition or disposition of a Portfolio Investment and how such Portfolio Investment is operated.

Control Position and Directorships. As part of its strategy, the Fund will generally seek investment opportunities that allow the Fund to have significant influence on the management, operations and strategic direction of the Portfolio Companies in which it invests. Additionally, the Fund expects to be represented on the boards of directors of certain of its Portfolio Companies or have its representatives serve as observers to such boards of directors. Although such positions in certain circumstances may be important to the Fund's investment strategy and may enhance the General Partner's and the Manager's ability to manage the Fund's investments, they may also have the effect of impairing the General Partner's ability to sell or otherwise dispose of the related securities (in whole or in part) when, and upon the terms, it may otherwise desire, and may subject the General Partner, the Manager and the Fund to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, the Fund will indemnify the General Partner, the Manager and their affiliates, officers, employees and representatives from any losses associated with such claims. In addition, the exercise of control and/or significant influence over a company through a control position, or the service of an officer or employee of the General Partner or the Manager as a director of such company, could (a) expose the assets of the Fund to claims by such company, its security holders and creditors or (b) impose additional risks of liability for environmental damage, product defects, failure to supervise management, regulatory non-compliance and other types of liability in which the limited liability generally characteristic of business operations may be ignored. Such control and/or significant influence over a Portfolio Company could expose the assets of the Fund to claims by such Portfolio Company, its regulators, its security holders

and/or its creditors. If such claims were to materialize, then the Fund, directly, and Limited Partners, indirectly, would likely suffer losses with respect to the Fund's investments. While the General Partner intends to manage the Fund in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

Minority and "Toehold" Investments. The Fund may also make minority equity investments in Portfolio Companies where it may have more limited influence. In such cases, the Fund generally will rely significantly on the existing management and board of directors of such companies, which may include representation of other investors with whom the Fund is not affiliated and whose interests may conflict with the interests of the Fund. As such, investors in Portfolio Companies may have economic or business interests or goals that are inconsistent with those of the Fund, and the Fund may not be in a position to limit or otherwise protect the value of its Portfolio Investments in such Portfolio Companies. The Fund's control over the investment policies of such Portfolio Companies may also be limited. This could result in the Fund's Portfolio Investments being frozen in minority positions that incur substantial losses. Therefore, there can be no assurance that the Fund will be able to realize the value of any such investments and distribute proceeds in a timely manner. In addition, although the Fund will generally seek board representation in connection with its minority Portfolio Investments, there is no assurance that such representation, if sought, will be obtained.

If the Fund takes a minority position in publicly traded securities as a "toehold" investment, such publicly traded securities may fluctuate in value over the limited duration of the Portfolio Investment in such publicly traded securities, which could potentially reduce returns to Limited Partners. While the General Partner may seek to accumulate larger positions through open market purchases, registered tender offers, negotiated transactions or private placements, the General Partner may be unable to accumulate a sufficiently large position in a Portfolio Company to execute its strategy. In such circumstances, the Fund may dispose of its position in the Portfolio Company within a short time of acquiring it and there can be no assurance that the price at which the Fund can sell such securities will not have declined since the time of acquisition. Moreover, this may be exacerbated by the fact that securities of the companies that the Fund may target may be thinly traded and the Fund's position therein, while not controlling, may nevertheless be substantial, resulting in its disposal potentially depressing the market price for such securities.

Use of Artificial Intelligence. The Manager permits the use of artificial intelligence ("AI") technologies, including generative AI technologies, for limited purposes within the context of the Manager's business and operations, including research related to prospective and current portfolio companies. The use of AI technologies is still in its early stages, and ineffective or inadequate AI development or deployment by AI firms presents risks to the business of the Manager and could result in unintended consequences. For example, AI algorithms and models that are used may have undisclosed inherent limitations, be flawed or contain errors or may be based on datasets that are biased or insufficient. In addition, any latency, disruption or failure in AI systems or infrastructure could result in errors in analyses and compromise the integrity, security or privacy of generated content. Moreover, uncertainty in the legal regulatory regime relating to AI may require significant resources to modify and maintain business practices to comply with U.S. and non-U.S. laws, the nature of which cannot be determined at this time.

Additionally, the Fund may invest in portfolio companies that utilize AI technologies, including generative AI, to, among other things, recommend relevant unconnected content across portfolio companies, enhance the advertising tools of portfolio companies, assist in the development of new products for portfolio companies and develop new features for existing products of portfolio companies. Accordingly, such portfolio companies are subject to the same risks and unintended consequences described above, and there can be no assurance that the usage of AI will enhance portfolio company products or services or be beneficial to their business, including efficiency or profitability.

Environmental Hazards. Under environmental laws enacted by U.S. Federal and state governments, owners and lessees of property may be liable for the clean-up and removal of hazardous substances even where the present 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. If any property acquired or leased by a Portfolio Company was found to have an environmental problem, the Portfolio Company could incur substantial costs and the Fund could suffer a complete loss of its investment in such Portfolio Company.

Labor Relations. Certain Portfolio Companies may have unionized work force or employees who are covered by a collective bargaining agreement, which could subject any such portfolio company's activities and labor relations matters to complex laws and regulations relating thereto. Moreover, a Portfolio Company's operations and profitability could suffer if it experiences labor relations problems. Upon the expiration of any such Portfolio Company's collective bargaining agreements, it may be unable to negotiate new collective bargaining agreements on favorable terms, and its business operations at one or more of its facilities may be interrupted as a result of labor disputes or difficulties or delays in the process of renegotiating its collective bargaining agreements. A work stoppage at one or more Portfolio Company's facilities could have a material adverse effect on its business, results of operations and financial condition. Any such issues may also bring scrutiny and attention to the Fund itself, which could adversely affect the Fund's ability to implement its investment objectives.

Leverage. Certain of the Fund's Portfolio Investments may include Portfolio Companies whose capital structures have significant leverage. While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. Portfolio companies may be highly leveraged and therefore may be more sensitive to adverse business or financial developments or economic factors. Moreover, rising interest rates may have a more pronounced effect on the profitability or survival of such companies. Although the General Partner will seek to use leverage in a manner it believes is appropriate under the then-circumstances, the leveraged capital structure of such Portfolio Companies will increase the exposure of such Portfolio Companies to adverse economic factors, such as rising interest rates, downturns in the economy or deteriorations in the condition of such Portfolio Companies or their industries and may impair such Portfolio Companies' ability to finance their future operations and capital needs, resulting in restrictive financial and operating covenants. Consequently, such Portfolio Companies' flexibility to respond to changing business and economic conditions may be limited. If for any of these reasons a Portfolio Company is unable to generate sufficient cash flow to meet principal or interest payments on its indebtedness or make regular dividend payments, the value of the Fund's investment in such Portfolio Company could be significantly reduced or even eliminated. Moreover, the Fund may invest in securities that are not protected by financial covenants or limitations on additional indebtedness.

Further, an adverse economic change could result in some lenders imposing more stringent restrictions on the terms of credit or a general reduction in the amount of credit available in the markets in which the Fund will seek to invest. Any negative impact from the tightening of, or adverse changes in, the credit markets may result in: (a) an inability to finance the acquisition of Portfolio Investments on favorable terms, if at all; (b) increased financing costs; or (c) financing with increasingly restrictive covenants. Such changes in turn may negatively impact the performance of the Fund's investments in Portfolio Companies. To the extent there is a lack of readily available and reasonably priced debt financing readily available to potential purchasers at the time the Fund is ready to dispose of an investment, such circumstances could materially and negatively affect the number of potential purchasers and the prices purchasers are willing to pay the Fund for such Portfolio Investment.

Syndications and Bridge Financings. From time to time, the Fund may lend to Portfolio Companies on a short-term, unsecured basis or otherwise acquire equity or other securities of Portfolio Companies on an interim basis, including through co-investment by one or more Limited Partners or third parties, after the closing of such Portfolio Investment. Any such Portfolio Investment may include assets that the General

Partner may not have caused the Fund to acquire on a stand-alone basis (including, without limitation, because the risk/return profile or other characteristics of such assets may not be desirable or appropriate for the Fund), and the General Partner may seek to reduce the Fund's exposure to such assets through disposition, refinancing, co-investment or another transaction. In these situations, the Fund's strategy may depend, in part, upon its ability to sell, refinance or otherwise reduce its exposure to such Portfolio Investments after initially agreeing to consummate them. However, for reasons not always in the Fund's control, such long-term securities issuance or other refinancing or syndication may not occur, and such interim acquisitions may remain outstanding. Moreover, there can be no assurance in such instances that the Fund will be successful in doing so or that the terms of any such transaction will be attractive, including because there may not be sufficient interest in or for the assets, or Limited Partners or third parties may not accept all, or a portion of the amount offered for co-investment. If the Fund is unable to complete such an anticipated transaction, its Portfolio Investments will be less diversified than they otherwise may have been and the Fund may have greater exposure to certain Portfolio Investments, regions and sectors than intended or desired, including to assets that the General Partner would not have acquired on a stand-alone basis or to a Portfolio Investment that exceeds the amount that is permitted to be invested in a single investment that does not involve Bridge Financing. In addition, to the extent that the Fund is unable to complete an anticipated transaction, it may incur broken deal and related costs associated with the pursuit of such transaction.

Any investment involving Bridge Financing involves the risk of loss of the entire amount of such investment. In addition, in the case of the Fund reducing a Portfolio Investment involving Bridge Financing (including through disposition or co-investment), such transaction will be completed at a price negotiated by the General Partner and the purchaser taking into account the then-relevant facts and circumstances, which may include the Fund's cost of such Portfolio Investment (and an allocable portion of costs and expenses) and other market events and forces. There can be no assurance that such transaction price will be equal to or more than the Fund's cost of such Portfolio Investment or that it necessarily or accurately reflects the then-market value of such Portfolio Investment, all costs and expenses associated therewith, or any interest or other carrying cost that would typically be associated with such transaction. In addition, the Fund may face increased risk of inability to complete the transaction under certain market conditions, including when the Portfolio Investment has decreased in value while held by the Fund. The Fund will be required to bear the losses of such Portfolio Investment if such a transaction is not consummated or if the Fund is required to sell such portion of its Portfolio Investment at a reduced price to reduce the Fund's exposure to such Portfolio Investment.

Further, with respect to the making of any such Bridge Financings in the form of loans, the Fund may be subject to various laws and regulations applicable to lenders, and the holding of such loans could potentially subject the Fund to various "lender liability" risks. In such event, the interest rate on such loans or the terms of such interim investments may not adequately reflect the risk associated with the position taken by the Fund.

Fraud. Of paramount concern in purchasing securities and other assets is the possibility of material misrepresentation or omission on the part of a counterparty. Such inaccuracy or incompleteness has the potential to adversely affect the valuation of a Portfolio Company or other asset. The General Partner relies upon the accuracy and completeness of representations made by counterparties to the extent reasonable and appropriate but cannot guarantee that such representations are accurate or complete. Under certain circumstances, distributions to the Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance.

Market Abuse. Any fraud, price manipulation, market abuse or improper influence on markets in which the Fund directly or indirectly invests has the potential to materially and adversely affect the Fund. There can be no assurance that any form of regulation or any market constraints would prevent fraud, price

manipulation, market abuse or improper influence in the future. Moreover, there can be no assurance that any redress would be available to, or would be practical for, the Fund to pursue with respect to any particular fraud, price manipulation, market abuse or improper influence.

Counterparty Risk. The Fund will be subject to the risk of the inability of counterparties and custodians to perform with respect to transactions or to safeguard assets, whether due to insolvency, bankruptcy or other causes, which could subject the Fund to incur substantial losses. In an effort to mitigate such risks, the General Partner will attempt to limit transactions and entrust assets to counterparties which it believes are established, well-capitalized and creditworthy.

Portfolio Company Management. With respect to management at the Portfolio Company level, a Portfolio Company may rely on the services of a limited number of key individuals, the loss of any one of whom could significantly adversely affect the Portfolio Company's performance. Although the General Partner and the Manager expect to monitor the management of each Portfolio Company, management of each Portfolio Company will have day-to-day responsibility with respect to the business of such Portfolio Company. There can be no assurance that the existing management team of a Portfolio Company, or any new team, will be able to successfully operate the company or will meet the Fund's expectations. Some Portfolio Companies will depend for their success on the management talents and efforts of one person or a small group of persons whose death, disability or resignation would significantly adversely affect the Portfolio Company's performance. Further, key executives/founders of Portfolio Companies may be approaching the end of their active business careers, requiring (upon retirement) the planned transition to professional management or a next generation of senior managers. In situations where incumbent managers or founders are supplemented with or replaced by professional management teams, operating cultures or key relationships with customers, suppliers, personnel or others might be adversely affected. In addition, there can be no assurance that the existing management team of a Portfolio Company, or any new team, will be able to successfully operate such Portfolio Company or will meet the Fund's expectations. Some Portfolio Companies may depend for their success on the management talents and efforts of one person or a small group of persons whose death, disability or resignation would significantly adversely affect the Portfolio Company's performance. There can be no assurance that a Portfolio Company will be able to attract, develop, integrate and retain suitable members of its management team, which also may adversely affect the Fund. While the Manager will attempt during the due diligence process to assess the relative capabilities and depth of company managers and will monitor performance over the course of an investment, no assurance is given that these efforts will be sufficient to overcome any decisions made or activities undertaken by management teams or that the supplementation or replacement of operating managers will be successful.

Risks in Effecting Operating Improvements. The Fund's investment strategy will depend, at least in part, on the ability of the Fund, the General Partner, the Manager and their affiliates to influence restructuring and improvements in the operations of a Portfolio Company. The activity of identifying and implementing restructuring programs and operating improvements at a Portfolio Company entails a high degree of uncertainty. Initiatives that may need to be taken in an effort to achieve improvements in operating performance include, among others, introductions of new products, changes in sales, marketing and distribution methods, implementation of new sourcing arrangements, reductions in manufacturing, overhead and other costs, enhancements and changes in the management team and identification, consummation and integration of add-on acquisitions. The proper identification and implementation of initiatives important to the achievement of improved operating performance is difficult and often requires substantial resources. The capabilities and resources of a Portfolio Company, even with the assistance of the General Partner and the Manager, may be insufficient to affect such proper identification and implementation, and the General Partner and the Manager may have limited influence given the size of the Fund's investment. There can be no assurance that the Fund will be able to successfully identify and implement such restructuring programs and improvements.

Fund Risks

Absence of Operating History and Limited Value of Historical Performance Data. The Fund is being established with this offering and has no operating history upon which prospective investors can evaluate the likely performance of the Fund. The past investment performance of any investments in the target market made by the Managing Partners of the Manager or other investment professionals of the Manager cannot be construed as any indication of the future results of the Fund. While the General Partner intends to make investments that have estimated returns commensurate with the uncertainties involved, there can be no assurance that the Manager will be able to implement the Fund's investment strategy or achieve its investment objectives or that any Limited Partner will receive a return of capital. Any past experience of each Principal and other investment professionals of the Manager cannot be relied upon as an indicator of the ability of the Fund to execute its investment strategy and achieve its investment objectives. Limited Partners should have the ability to sustain the loss of their entire investment in the Fund. In view of the current geopolitical situation, it is possible that significant disruptions in, or historically unprecedented effects on, the financial markets and/or the businesses and projects in which the Fund invests may occur, which could diminish any relevance that each Principal's or the Manager's historical performance data may have to the future performance of the Fund.

Concentration of Investments. While diversification is an objective of the Fund and the Partnership Agreement will contain certain diversification limitations, there is no assurance as to the degree of diversification that will actually be achieved in the Fund's investments. The Fund will participate in a limited number of Portfolio Investments and, as a consequence, the aggregate return of the Fund may be substantially adversely affected by the performance of a single Portfolio Investment. The Fund's Portfolio Investments may be concentrated in a few industries, and the returns of the Fund may be substantially impacted by adverse developments in a particular Portfolio Company or industry in which the Fund has a greater concentration. Furthermore, to the extent that the capital raised is less than the targeted amount, the Fund may invest in fewer Portfolio Companies than anticipated and thus be less diversified.

Because the Fund has the ability to concentrate its investments by investing up to 20% of the Aggregate Commitments in any one Portfolio Company (and up to 30% (a) in respect of one, single Portfolio Company or (b) including a Bridge Financing), the overall adverse impact on the Fund of adverse movements in the value of the securities of a single issuer may be considerably greater than if the Fund were not permitted to concentrate its investments to such an extent.

Investments Longer than Term. The Fund may make Portfolio Investments that, due to various reasons, may not be capable of an advantageous disposition prior to the date the Fund is required to be dissolved, either by expiration of the Fund's term or otherwise. Although the General Partner expects that Portfolio Investments will generally either be disposed of prior to dissolution or be suitable for in-kind distribution at dissolution, the Fund may have to sell, distribute or otherwise dispose of Portfolio Investments at a disadvantageous time as a result of dissolution or retain or hold such Portfolio Investment during dissolution for an extended period of time (e.g., the General Partner may determine that it is in the best interest of the Fund to hold and develop a longer term exit strategy for certain Portfolio Investments that ultimately extends meaningfully beyond the expiration of the Fund's term and results in a materially elongated dissolution process), which will result in Carried Interest Distributions being payable during such period. Further, Portfolio Investments distributed in-kind may be illiquid and there can be no assurance that any Partner will be able to dispose of them at the value determined in accordance with the Fund Agreement. Additionally, if a Limited Partner elects for the General Partner to sell investments on such Limited Partner's behalf that would have otherwise been distributed in-kind in accordance with the Fund Agreement, there is no guarantee that the General Partner will be able to sell such investments or be able to sell such investments at a price that is not significantly discounted. The General Partner may seek to restructure the Fund or such investments, including by way of a secondary transaction, Liquidity Event,

strip sale or similar transaction to one or more third parties, including a continuation vehicle. The terms of such secondary transactions or Liquidity Event may include economic interest distributions generated from such transactions. The Fund is expected to bear the expenses associated with any such transactions.

U.S. Dollar Denomination of Interests. Interests are denominated in U.S. dollars. Investors subscribing for Interests in any country in which U.S. dollars are not the local currency, including Canada, should note that changes in the value of exchange between U.S. dollars and such currency may have an adverse effect on the value, price or income of the investment in the Fund to such investor. There may be non-U.S. exchange regulations applicable to investments made in non-U.S. currencies in certain jurisdictions where this Memorandum is being issued. The fees, costs and expenses incurred by Limited Partners in converting their local currency to U.S. dollars (if applicable) in order to meet drawdowns will be borne solely by such Limited Partner and will be in addition to the amounts required by such drawdowns (and will not be part of or otherwise reduce their Commitments and/or Available Commitments, as applicable). Each prospective investor should consult with its own counsel and advisors as to all legal, tax, financial and related matters concerning an investment in Interests.

Currency Exchange Risk. Capital contributions to the Fund are payable in U.S. dollars and the Fund's assets will be valued in U.S. dollars. Certain of the Fund's Portfolio Investments may be denominated in currencies other than the U.S. dollar, and hence the value of such Portfolio Investments will depend in part on the relative strength of the U.S. dollar. The Fund may be affected favorably or unfavorably by exchange control regulations or changes in the exchange rate between foreign currencies and the U.S. dollar, as well as the transaction costs associated with converting foreign currencies into U.S. dollars. Changes in foreign currency exchange rates may also affect the value of dividends and interest earned, and the level of gains and losses realized on the sale of such investments. The rates of exchange between the U.S. dollar and other currencies are affected by many factors, including forces of supply and demand in the foreign currency exchange markets. Exchange rates also are affected by the international balance of payments and other economic and financial conditions, government intervention, speculation and other factors. The Fund is not obligated to engage in any currency hedging operations, and there can be no assurance as to the success of any hedging operations that the Fund may implement. Furthermore, the creditworthiness of a counterparty to any hedging transaction entered into by the Fund may change over time. While such counterparty may have been creditworthy at the time such transaction was entered into, there is no guarantee such counterparty will remain creditworthy throughout the duration of the Fund or that such counterparty will be able to perform its obligations under or pay amounts due on such hedging transactions. See "*Hedging Transactions*" below. This risk is also subject to and heightened by commodity price fluctuations.

Swap Agreements. The Fund or a Portfolio Company may enter into credit default swaps and other swap agreements ("Swap Agreements"). Swap Agreements are individually negotiated and can be structured to include exposure to a variety of different types of investments or market factors. Swap Agreements are not traded on exchanges and are not subject to the same type of government regulation as exchange markets. As a result, many of the protections afforded to participants on organized exchanges and in a regulated environment are not available in connection with these Swap Agreements. The swap markets are "principals' markets," in which performance with respect to a Swap Agreement is the responsibility only of the counterparty to the Swap Agreement, and not of any exchange or clearinghouse. As a result, the Fund or Portfolio Company is subject to the risk of the inability or refusal to perform with respect to a Swap Agreement on the part of the counterparties with which the Fund or such Portfolio Company contracts. Depending on their structure, Swap Agreements may increase or decrease the Fund's or a Portfolio Company's exposure to long-term or short-term interest rates (in the U.S. or abroad), non-U.S. currency values, corporate borrowing rates, or other factors such as security prices, baskets of equity securities or inflation rates. Swap Agreements can take many different forms and are known by a variety of names. The Fund is not limited to any particular form of Swap Agreement if consistent with the Fund's investment strategy and policies.

Non-U.S. Investments. While not currently anticipated, the Fund may make investments globally, including in portfolio companies located in emerging markets. Non-U.S. securities involve certain risks not typically associated with investing in U.S. securities, including risks relating to (a) 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. Portfolio Investments may be denominated, and costs associated with conversion of investment principal and income from one currency into another, (b) differences between the U.S. and non-U.S. securities markets, including potential price volatility in and relative illiquidity of some foreign securities markets, (c) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation, (d) certain economic, social and political risks, including potential exchange control regulations and restrictions on non-U.S. investment and repatriation of capital and the risks of political, economic or social instability and the possibility of expropriation or confiscatory taxation, (e) obtaining non-U.S. governmental approvals and complying with foreign laws and regulations, (f) differing tax structures, (g) non-U.S. tax laws that (1) could adversely impact the cash flow and potential investment returns from such non-U.S. investments and (2) are subject to change, sometimes with retroactive effect, and (h) less developed corporate laws regarding fiduciary duties and the protection of investors (i) differences in the legal and regulatory environment or enhanced legal and regulatory compliance, (j) political hostility to investments by foreign or private equity investors, and (k) less publicly available information. The Manager's historical returns on its U.S. Portfolio Investments may not be indicative of the results it may achieve on future investments located in non-U.S. countries. Anti-fraud and anti-insider trading legislation in these countries may be rudimentary. There may be no prohibitions or restrictions on the ability of management to terminate existing business operations, sell or otherwise dispose of a Portfolio Company's assets, or otherwise materially affect the value of such Portfolio Company without the consent of such Portfolio Company's shareholders. Anti-dilution protection also may be very limited. In certain of these countries, the concept of fiduciary duty on the part of the management of directors of companies to shareholders may be limited. The legal systems in these countries may offer no effective means for the Fund to seek to enforce its rights or otherwise seek legal redress or to seek to enforce non-U.S. legal judgments. In addition, Portfolio Companies located in non-U.S. jurisdictions may be involved in restructurings, bankruptcy proceedings and/or reorganizations that are not subject to laws and regulations that are similar to the U.S. Bankruptcy Code and the rights of creditors afforded in U.S. jurisdictions. To the extent such non-U.S. laws and regulations do not provide the Fund with equivalent rights and privileges necessary to promote and protect its interest in any such proceeding, the Fund's investments in any such Portfolio Company may be adversely affected. While the General Partner intends, where deemed appropriate, to manage the Fund in a manner that will minimize exposure to the foregoing risks to the extent practicable, there can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of the Fund that are held in certain countries.

Cybersecurity Risk. The General Partner, the Manager, the Fund, the Portfolio Companies and any of their respective service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. For example, the Fund expects to provide Limited Partners all statements, reports, notices, updates, requests and any other communications required under the Fund Agreement or under any Side Letter in electronic form, such as e-mail or posting on a web-based reporting site or other Internet service, in lieu of or in addition to sending such communications as hard copies via fax or mail. These systems are subject to a number of different threats or risks that could adversely affect the Fund and its investors, despite the efforts of the Fund, the General Partner, the Manager, the Portfolio Companies and any of their respective service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks, e-mail and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Fund and its investors. Cyber incidents refer to both intentional attacks and unintentional events including: processing errors, human errors, technical errors

including computer glitches and system malfunctions, inadequate or failed internal or external processes, market-wide technical-related disruptions, unauthorized access to digital systems (through “hacking” or malicious software coding), computer viruses and cyber-attacks which shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality (including denial of service attacks). For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of or prevent access to these systems of the Fund, the General Partner, the Manager, the Portfolio Companies or any of their respective service providers, counterparties or data within those systems without the knowledge of system users. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of the General Partner’s, the Manager’s, the Fund’s, the Portfolio Investments’ or any of their respective service providers’ systems to disclose sensitive information in order to gain access to the General Partner’s, the Manager’s, the Fund’s or the Portfolio Investment’s data or that of the Fund’s investors. A successful penetration or circumvention of the security of the General Partner’s, the Manager’s, the Fund’s, the Portfolio Investments’ or any of their service providers’ systems could result in the loss or theft of an investor’s data or funds, the inability to access electronic systems, disruption of its business, impersonation of the Manager or its personnel, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the General Partner, the Manager, the Fund, the Portfolio Investments or any of their service providers to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures, liability to clients or third parties, regulatory intervention or financial loss. The General Partner, the Manager, the Fund and the Portfolio Investments make no assurances, representations or warranties in relation to these matters, and have not obtained representations or warranties in relation to these matters from all of their respective service providers. In addition, substantial costs may be incurred related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity to prevent future cyber incidents, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation. Further, the General Partner, the Manager, the Fund and each of their respective affiliates reserve the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. Substantial costs may be incurred in order to prevent any cyber incidents in the future. While the General Partner, the Manager and many of the Fund’s service providers have established business continuity plans in the event of, and risk management systems to prevent, such cyber incidents, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Furthermore, the Fund, the Manager and the General Partner cannot control the cybersecurity plans and systems put in place by its service providers or any other third parties whose operations may affect the Fund.

Similar types of operational and technology risks are also present for Portfolio Companies, which could have material adverse consequences for Portfolio Companies and may cause the Fund’s Portfolio Investments to lose value.

Hedging Transactions. The Fund or a Portfolio Company may utilize financial instruments such as forward contracts, options, swaps, caps, collars, floors and other derivatives to seek to hedge against fluctuations in the relative values of their assets as a result of changes in the currency exchange rates, market interest rates and public security prices. While these transactions may reduce certain risks, the transactions themselves entail certain other risks, including (but not limited to) counterparty credit risk and market liquidity risk. Hedging against a decline in the value of a Portfolio Investment does not eliminate fluctuations in the value of such Portfolio Investment or prevent losses if the value of such Portfolio Investment declines, but instead establishes other positions designed to gain from those same developments, thus offsetting the decline in such Portfolio Investment’s value. These types of hedge transactions also limit the opportunity for gain if the value of such Portfolio Investment should increase. In addition, if judgments made with respect to future stock prices, exchange rates, market conditions or trends are not correct, these hedging strategies could result in losses to the Fund. The use of hedging strategies is a highly specialized activity and there can be no assurance that their use will achieve the intended result. The General Partner

intends to claim an exemption from registration with the National Futures Association (the “NFA”) as a Commodity Pool Operator pursuant to the Commodity Futures Trading Commission (“CFTC”) Rule 4.13(a)(3) under the Commodity Exchange Act for certain commodity pools whose participants are limited to certain sophisticated classes of investors, including qualified eligible persons and accredited investors, and, as a result, the Fund’s hedging activities, if any, will be subject to limitations imposed by the *de minimis* exemption under CFTC Rule 4.13(a)(3) or any other exemption from registration under the Commodity Exchange Act applicable to the Fund at the applicable time. As a result of claiming the exemption under CFTC Rule 4.13(a)(3), the General Partner will not be required to comply with the disclosure, reporting and recordkeeping requirements generally applicable to registered commodity pool operators, including delivery to participants in the pool of a disclosure document and a certified annual report designed to meet CFTC requirements. No document or agreement related to the Fund has been, and none is required to be, filed with the CFTC, and the CFTC has not reviewed or approved any such document or agreement or the offering of Interests. The trading limits of CFTC Rule 4.13(a)(3) could potentially adversely impact the performance of the Fund.

The success of hedging transactions will be subject to the ability to correctly predict movements in and the direction of, currency exchange rates, interest rates, market conditions or trends and public security prices. Therefore, while the Fund or a Portfolio Company may enter into hedging transactions to seek to reduce these risks, unanticipated changes in currency exchange rates, interest rates, market conditions or trends or public security prices may result in a poorer overall performance for the Fund or such Portfolio Company than if it had not engaged in any hedging transaction. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements of the Portfolio Investments being hedged may vary. Moreover, for a variety of reasons, the Fund or a Portfolio Company may not have established a perfect correlation between hedging instruments and the Portfolio Investments being hedged. This imperfect correlation may prevent the Fund or such Portfolio Company from achieving the intended hedge or expose it to risk of loss.

In addition, there is no limit on the exposure that may be incurred by any single counterparty under over-the-counter derivative instruments, exchange listed securities, options, repurchase agreements or other similar transactions and, as a result, if any such counterparty becomes unable to pay amounts due on such instruments or transactions, the financial losses to the Fund would be greater than if such limits were imposed.

To the extent that the Fund does not hedge any portion of its Portfolio Investments denominated in or generating cash flow in non-U.S. currencies, the Fund will be exposed to the risk that such currency will decline in value against the U.S. dollar during the term in which the Fund holds such Portfolio Investments such that the results of such Portfolio Investments will be worse in U.S. dollar terms than the results based upon the local currency. See “*Currency Exchange Risk*” above.

Guarantees of Portfolio Companies. The Fund may guarantee the obligations of Portfolio Companies or provide letters of credit or other credit support to facilitate Portfolio Investments, which such letters of credit or other credit support will not have any explicit limitations, and there can be no assurance that such guarantees or letters of credit will not have adverse consequences for the Fund. Moreover, in such situations, it is not expected that the Fund would be compensated for providing any such guarantee or exposure to such liability. As a result, if any such Portfolio Company defaults on its obligations, the Fund will be required to satisfy such obligation. In order to do so, the Fund may call capital, recall distributions or, while unlikely, liquidate some or all of the Portfolio Investments prematurely at potentially significant discounts to fair value. In addition, the Fund, a subsidiary of the Fund or the General Partner or its affiliates may guarantee obligations or provide letters of credit or other credit support to facilitate investments, which such letters of credit or other credit support will not have any explicit limitations, and there can be no assurance that such guarantees or letters of credit will not have adverse consequences for the Fund. As a result, if the

applicable Portfolio Company or affiliate defaults on its obligations, the Fund will be required to satisfy such obligations, in which case the Fund may make a larger investment in such Portfolio Company than initially expected. In order to do so, the Fund may call capital, recall distributions or liquidate some or all of the investments prematurely at potentially significant discounts to fair value. For example, in connection with certain investments, the Fund may provide a completion or performance guarantee. In such cases, the Fund may be required to indemnify the General Partner, the Manager and their employees and affiliates for any losses incurred in connection with such guarantee. Further, the party executing a completion or performance guarantee may be motivated to make decisions that may be advantageous to the guarantor, but detrimental to the Fund or the Partners. However, the Fund may not have outstanding guarantees of Portfolio Company loans or other extensions of credit (at the time of issuance of any such guarantee) in excess of available commitments, which should mitigate the likelihood that Portfolio Investments would need to be liquidated prematurely or distributions recalled in order to satisfy any such obligations.

The tax treatment of guarantees is complex and could result in a recharacterization of certain guarantee transactions for tax purposes. There can be no assurance that the IRS would not challenge the positions that may be taken by the Fund with respect to the tax treatment of guarantees. Any such recharacterization could have an adverse impact on the U.S. federal income tax treatment of certain investors, including tax-exempt investors who may incur UBTI or non-U.S. investors who may incur ECI or CAI.

Co-Investments with Third Parties. The Fund is expected to co-invest from time to time with third parties, including certain Limited Partners, through jointly owned acquisition vehicles, Funds, joint ventures or other structures. In such situations, the Fund's ability to control its equity investments will depend upon the nature of the joint investment arrangements with such co-investors and the Fund's relative ownership stake in such investments. The Fund may be a minority investor in these circumstances. In addition, such arrangements may restrict the Fund's ability to dispose of such investments for potentially significant periods of time. Such investments may involve risks not present in investments where a third party is not involved. A co-venturer or partner of the Fund may at any time have economic, tax or business interests or goals (including with respect to the timing of sale) which are inconsistent with those of the Fund and may be in a position to take action inconsistent with (or block actions which are consistent with) the Fund's investment objectives. The Fund may be liable for certain actions of its co-venturers or co-investors. Co-investments may also involve higher costs than other investments. Co-venturers or co-investors potentially may include Limited Partners.

Follow-On Investments. Following its initial investment in a Portfolio Company, the Fund may be asked to provide additional funds to, or have the opportunity to increase its investment in, such Portfolio Company or to fund additional investments through such Portfolio Company, subject to limitations set forth in the Fund Agreement. There is no assurance that the Fund will make Follow-On Investments or that the Fund will have sufficient resources to or be permitted to make all such investments. Any decision by the Fund not to make Follow-On Investments or its inability to make them may have a substantial negative impact on the Portfolio Company in need of such investment, may result in missed opportunities for the Fund or may result in a dilution of Portfolio Investments (in the event alternative capital is used to satisfy such additional funding needs).

Litigation. Litigation can and does occur in the ordinary course of the management of an investment portfolio of securities. Each of the Fund, the General Partner, the Manager and/or their respective partners, managers, members, agents, employees and affiliates may be engaged in litigation both as a plaintiff and as a defendant. This risk is somewhat greater where the Fund exercises control or significant influence over a Portfolio Company's direction, including as a result of board participation. Litigation can arise as a result of a Portfolio Company's default, bankruptcy and/or other reasons. In certain cases, such Portfolio Company may bring claims and/or counterclaims against the Fund, the General Partner, the Manager, each Managing Partner and/or their respective affiliates and their respective officers, directors, members,

partners, shareholders, employees, managers, consultants and agents alleging violations of securities laws and corporate, contractual and other typical issuer claims and counterclaims seeking significant damages. The expense of defending against claims made against the Fund by third parties and paying any amounts pursuant to settlements or judgments would, to the extent that (a) the applicable person has not been able to obtain indemnification from other sources, including, without limitation, any Portfolio Company or any insurance policy, (b) the Fund has not been able to protect itself through indemnification or other rights against the Portfolio Companies, (c) the Fund is not entitled to such protections or (d) the Portfolio Company is not solvent, be borne by the Fund pursuant to indemnification obligations and reduce net assets. The Manager, the General Partner and others listed above may be indemnified by the Fund in connection with such litigation, subject to certain conditions.

The outcome of any proceedings involving the Fund or the Portfolio Investments may materially adversely affect the Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the General Partner's time, attention and resources, which may, at times, be disproportionate to the amounts at stake in the litigation. Under the Fund Governing Documents, the Fund will generally be responsible for indemnifying the General Partner and related parties for costs they may incur with respect to such litigation not covered by insurance.

Reliance on Key Personnel. The success of the Fund depends in substantial part upon the skill and expertise of each Managing Partner, other investment professionals of the Manager and others who will be providing investment advice with respect to the Fund. There can be no assurance that these key investment professionals will continue to be associated with the General Partner or the Manager throughout the life of the Fund. The loss of key personnel could have a material adverse effect on the Fund's ability to realize its investment objectives. Furthermore, the Manager believes that its investment professionals have considerable expertise in the relevant sectors, but there is no means of predicting whether they will successfully implement the Fund's investment strategy, especially during changing economic conditions. Competition in the financial services industry for qualified investment professionals and other personnel is intense, and there is no guarantee that the talents of the General Partner's, the Manager's or a Portfolio Company's investment professionals could be replaced. The success of the Fund depends on the Manager's ability to identify and willingness to provide acceptable compensation arrangements to attract, retain and motivate talented investment professionals and other personnel. Such compensation arrangements may provide that an investment professional or other person may, in certain circumstances after the individual is no longer employed or retained by the General Partner, the Manager or a Portfolio Company, be granted a continuing interest in respect of particular Portfolio Investments. Such arrangements could create additional expenses for the Fund and reduce the Fund's return.

Passive Investment in Interests. The management of the affairs of the Fund will be vested exclusively in the General Partner, and each Limited Partner must rely upon the ability of the General Partner with respect to the selection and origination of Portfolio Investments which the Fund will acquire. A Limited Partner will not take part in the management or control of the business of the Fund and will not have an opportunity to evaluate for itself the relevant economic, financial and other information regarding the Portfolio Investments which the Fund will acquire or the properties which will directly or indirectly serve as collateral for such Portfolio Investments. No assurance can be given that the General Partner or the Manager will be successful in selecting suitable Portfolio Investments or that the objectives of the Fund will be achieved.

Removal of the General Partner. If, pursuant to and in accordance with the terms of the Partnership Agreement, the General Partner is removed by the Limited Partners and a successor general partner is appointed, the General Partner and the Manager will cease to be involved in the management or control of the business of the Fund. Therefore, there can be no certainty regarding the Fund's ability to consummate investment opportunities or successfully exit investments thereafter. Similar risks exist in the Partnership Agreement. 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 or illiquid securities.

Borrowing. Subject to certain limitations set forth in the relevant Fund Governing Documents, the Fund intends, from time to time, to borrow at the Fund-level or at a subsidiary of the Fund on a secured or unsecured basis in connection with the consummation of an investment or for any other purpose related to the business and operations of the Fund. Although the General Partner will seek to borrow funds and otherwise utilize leverage and borrowing in a manner it believes to be prudent and reasonable under the circumstances, the use of borrowed funds and leverage generally will involve a high degree of financial risk. In addition, borrowings by the Fund will expose the Fund to interest rate risk, and the Fund may be less likely to be profitable or meet its goals if interest rates increase. The Fund could face difficulty repaying amounts it has borrowed if there is a defaulting Limited Partner or if it is unable to obtain replacement sources of debt or equity finance when its existing facilities fall due for repayment. If this occurs and if the Fund does not receive sufficient cash flow from its investments to meet principal and interest payments on any such borrowings, then the Fund may need to dispose of its investments sooner or at a lower price than it otherwise would have in order to pay the debt. Additionally, 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 be contracted to purchase.

In addition, the batching of capital calls may amplify the magnitude of potential defaults by Limited Partners as a result of there being fewer but larger capital calls. To the extent a credit facility is due upon demand by a lender (such as upon an event of default or otherwise), while unlikely, such a demand may be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of such liquidity constraints and/or Limited Partners facing similar capital calls in other funds and being unable to satisfy all such demands simultaneously.

It is expected that certain indebtedness will be secured primarily by the available commitments of the Investors or the Fund's other assets. In connection therewith, the General Partner may pledge its right to make capital calls and collect the available commitments and the Investors may be required to confirm the terms of their commitments, to provide financial information and to execute other documents as may be required by debt providers to the Fund. Limited Partners whose available commitments have been pledged may be called upon to fund their entire available commitments to repay indebtedness and the failure of other Limited Partners to honor their commitments may result in a Limited Partner's payments exceeding its pro rata share of the indebtedness that has been obtained by the Fund. A Limited Partner may also be required to fund amounts to repay subscription-based credit facility borrowings incurred in connection with an investment even if such Limited Partner did not participate in the relevant investment in connection with which such borrowings were incurred. The inability of the Fund to repay any leverage secured by available commitments could enable a lender to issue a capital call on behalf of the General Partner. In addition, the extent to which the Fund incurs borrowings may have certain consequences to the Limited Partners, including, but not limited to (a) use of cash flow (including capital contributions) for debt service and related costs and expenses, rather than for additional Portfolio Investments, distributions or other purposes; or (b) increased interest expense if interest rate levels were to increase.

In the event the Fund incurs indebtedness, the Preferred Return accruing in respect of Limited Partners will be less than otherwise would have been the case in the absence of such indebtedness. As a result, the General Partner may be entitled (i) to receive Carried Interest earlier than it otherwise would have and (ii) in certain circumstances, to receive Carried Interest in amounts greater than it otherwise would have, in each case had the Fund not incurred such indebtedness and, instead, had required the Limited Partners to make additional capital contributions.

The General Partner expects to fund certain capital needs of the Fund with the proceeds of borrowings in lieu of drawing down commitments, which will result in the net internal rate of return of the Fund being higher than it otherwise would have been without Fund-level borrowing, particularly during the early years of the Fund's life. The General Partner (or an affiliate thereof) will be incentivized to fund the acquisition of Portfolio Investments and ongoing capital needs of the Fund with the use of indebtedness in lieu of drawing down available commitments.

Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing funds), as, to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line, and neither the Fund nor Limited Partners generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

Enhanced U.S. Regulation and Scrutiny of the Private Fund Industry. There has been significant discussion recently regarding enhanced governmental scrutiny and/or increased regulation of the private investment fund industry. The SEC has recently adopted new rules (the “New Private Funds Rules”) promulgated under the Advisers Act that, when effective in late 2024 and early 2025, will require changes to the operation of private investment funds, including the Fund. For example, the New Private Funds Rules, among other things, (a) prohibit certain types of preferential treatment of investors through side letters and require disclosure to all investors of other preferential terms, (b) restrict the ability of a fund adviser to borrow from a fund or charge certain fees and expenses to the Fund without disclosure to and, in some cases, consent from, fund investors, (c) impose new quarterly reporting requirements on fund advisers, (d) prohibit the allocation of fees or expenses related to a portfolio investment on a non-pro rata basis among multiple private funds invested in the same portfolio investment unless the allocation is fair and equitable and the adviser provides prior written notice of such allocation and a description of how such allocation is fair and equitable under the circumstances and (e) require the adviser document an annual compliance review. The New Private Funds Rules are expected to increase costs of compliance, much of which will be borne by the Fund, and could reduce the General Partner's flexibility to engage in conduct that it would otherwise believe to be in the best interests of the Fund. As the New Private Funds Rules have only recently been adopted, they are still subject to ongoing interpretation and it remains unclear how the New Private Funds Rules will ultimately be implemented by private investment funds and enforced by the SEC. Since the adoption of the New Private Funds Rules, there has been at least one petition filed by industry groups seeking to declare them unlawful. It is unclear whether such suit, or any other similar suits that may be brought, will be successful and if so, what impact there may be on the New Private Funds Rules as a result. In the event any such suits are successful, the New Private Funds Rules may be vacated in full or enacted in a form that is different than as currently drafted and it is therefore possible that Limited Partners may not be able to rely on the full range of protections that are provided under the current version of the New Private Funds Rules. The SEC has also recently implemented new Form PF reporting requirements and proposed new rules and rule amendments (the “Proposed Rules”) that would require changes to practices relating to the management and safeguarding of client assets, impose new due diligence and monitoring obligations with respect to service providers, require the implementation of cybersecurity risk management programs and new incident notification regimes, require the adoption and implementation of ESG-related policies and procedures and require additional disclosures regarding ESG practices in Form ADV. With respect to the Proposed Rules, there can be no assurances that any final rules will be promulgated, what the terms of the final rules would be if promulgated and when any such rules would take effect. Additionally, the SEC's amended rules for investment adviser marketing (the “Marketing Rule”) went into effect on November 4, 2022. As is the case with the New Private Funds Rules, the Marketing Rule, as well as the Proposed Rules (if they become effective) are similarly expected to increase the costs of compliance, and could expose the Manager and its affiliates to regulatory scrutiny, censure, and penalties if they are unable to comply.

Potential Conflicts of Interest

Various actual and potential conflicts of interest will exist among the Manager, the General Partner, each Managing Partner, their respective affiliates, any Successor Fund, and any other investment vehicles, special purpose acquisition vehicles or accounts managed by, or in the future managed by, the Manager or its affiliates on the one hand, and the Funds and the Limited Partners, on the other hand, including those outlined below. There can be no assurance that the General Partner or the Manager will be able to resolve any particular conflict in a favorable manner with respect to the Partnership and the result in any particular case may be materially disadvantageous to the Funds or the Limited Partners relative to other interests. In any event, prospective investors should be aware of the conflicting interests and incentives faced by the Manager, the General Partner and their affiliates and personnel and the possibility that such interests and incentives could affect behavior, consciously or unconsciously. The following list of conflicts of interest does not purport to be a complete enumeration or explanation of the conflicts involved in an investment in the Funds. To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Funds' counsel or through the General Partner, the Manager or any of their affiliates. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the conflicts involved in the offering. In addition, as the Funds' investment program develops and changes over time, an investment in the Funds may be subject to additional and different conflicts than those disclosed herein.

Generally, investors should be aware that there will be occasions when the General Partner and/or the Manager encounter potential conflicts of interest in connection with the structure and operation of the Partnership's business. If any matter arises that the General Partner or the Manager determines in its good faith judgment constitutes an actual conflict of interest, the General Partner or the Manager, as applicable, will take such actions as it determines in good faith may be, or which pursuant to the Partnership Agreement are, necessary or appropriate to ameliorate the conflict, including by way of example and without limitation, consulting with the LP Advisory Committee regarding such conflict of interest and either obtaining a waiver from the LP Advisory Committee of such conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by the LP Advisory Committee with respect to such conflict of interest (and, upon taking such actions, the General Partner will be relieved of any liability for such conflict to the fullest extent not prohibited by applicable law and shall be deemed to have satisfied its fiduciary duties related thereto to the fullest extent not prohibited by applicable law). There can be no assurance that the General Partner or the Manager, as applicable, will resolve all conflicts of interest in a manner that is favorable to the Funds. In addition, investors should note that the Partnership Agreement contains provisions that, subject to applicable law, (a) reduce or eliminate the duties, including fiduciary and other duties, to the Funds and the Limited Partners to which the General Partner would otherwise be subject, (b) waive duties or consent to the conduct of the General Partner that might not otherwise be permitted pursuant to such duties and (c) limit the remedies of Limited Partners with respect to breaches of such duties. The following discussion enumerates certain potential conflicts of interest that should be carefully evaluated before making an investment in the Funds. By acquiring an interest in the Funds, each Limited Partner will be deemed to have acknowledged the existence of such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

ITEM 9 – DISCIPLINARY INFORMATION

The Firm is required to disclose certain legal and disciplinary events presumed to be material, as specified in Item 9 of Form ADV, Part 2A and all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the Firm's advisory business or the integrity of its management.

None of the specific disciplinary or legal information required in Item 9 of Form ADV, Part 2A is applicable to Agellus.

ITEM 10 – OTHER FINANCIAL AND INDUSTRY ACTIVITIES AND AFFILIATIONS

Firm

Neither Agellus nor its Managing Partners are registered, nor do they plan to register as securities broker-dealers, futures commission merchants, commodity pool operators or commodity trading advisors. The Fund's General Partner intends to claim relief from registration as a commodity pool operator with the Commodities Futures Trading Commission in reliance on exemptions from registration, while the Manager intends to claim relief from registration as a commodity trading adviser.

Investment Vehicles & Successor Funds

Agellus or its affiliates may organize or manage one or more Successor Funds in the future, including one or more parallel funds or feeder funds. The General Partner or the Manager or any of their respective affiliates may also form or manage one or more investment funds or other investment arrangements, an "Additional Fund", with investment objectives that may be similar to, different from or overlap with those of the Fund. In addition, as noted above, Agellus or its affiliates have and expect to structure Parallel Investment Vehicles and/or Alternative Investment Vehicles regularly to facilitate participation by certain Investors in investment opportunities to accommodate legal, tax, regulatory or other similar considerations of Investors.

Agellus is focused on managing conflicts of interest and monitoring the allocation of investment opportunities in these contexts and endeavors to resolve any conflict with respect to investment opportunities in a manner that it deems fair and equitable under the facts and circumstances, consistent with its fiduciary duties, the relevant Fund Governing Documents, and its internal policies. As appropriate, Agellus will work closely with the LP Advisory Committee to manage potential conflicts of interest. Investors should refer to the specific provisions in the relevant Fund Governing Documents for a more detailed discussion regarding the allocation of investment opportunities.

In addition, each Managing Partner, the Manager and its affiliates carry on investment activities for their own account. As such, certain conflicts could arise in the allocation of investment opportunities and in connection with the acquisition and/or disposition of investments by the Fund. However, until the expiration of the Fund's investment period (as set forth in the Fund Governing Documents), each prospective investment opportunity identified by the General Partner, the Manager or each Managing Partner that is within the scope of the Fund's investment objectives and is an amount in excess of \$10 million will be made available to the Fund before being offered to any other person; provided that the General Partner shall notify the LP Advisory Committee of any prospective investment opportunity that is within the scope of Fund's investment objectives but is not made available to the Fund because it is in an amount equal to or less than \$10 million consummated by the General Partner, any Managing Partner, any of their respective affiliates or an Additional Fund.

Agellus expects to offer co-investment opportunities to its Limited Partners alongside the Funds. Decisions regarding whether and to whom to offer co-investment opportunities are made at the sole discretion of the General Partner and may be offered to no Limited Partners or some and not others, and if offered to Limited Partners, with allocations that may differ from such Limited Partners' proportionate investments in the Fund. The General Partner's determination may, among other factors, reflect agreements or arrangements with certain persons (including Limited Partners) to provide preferential co-investment rights, the General Partner's assessment of such Limited Partners' ability to both fund and timely execute such co-investment

and whether allocating co-investment opportunities to such potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that may provide direct or indirect benefits to current or future investment vehicles or investments. There is no guarantee that any co-investment opportunities will be made available to any Fund Investors, and if made available, there is no guarantee that such co-investment opportunities will be profitable.

Where appropriate, Co-Investment Vehicles organized to effect any co-investment will invest in each investment opportunity selected by Agellus or the General Partner on substantially the same terms and conditions as a Fund, with such differences in the form of such investment as may be required by the legal, tax, regulatory or other similar considerations referred to above. Amounts allocated among a Fund and a co-investment vehicle are in the reasonable discretion of the General Partner subject to available capital or other investment limitations applicable to each Fund and each vehicle.

Related Investors

The Managing Partners, the members of the General Partner, employees of the Manager and its affiliates, any operating partner or operating advisor, or any of their respective spouses, lineal descendants or family members (including any trust for the benefit of one or more such persons or any other entity owned and controlled by one or more such persons), or any of their respective affiliates (collectively, the “Sponsor Investors”), will commit to invest at least 1.5% of aggregate Commitments of the Partners, either through the General Partner, the Participating Limited Partner, one or more Parallel Investment Vehicles or as Limited Partners. With respect to any particular Portfolio Investment, the Commitment may also be satisfied by having some or all of the Sponsor Investors invest alongside the Fund (including through any subsidiary thereof) or directly or indirectly into Portfolio Companies. For purposes hereof, “Participating Limited Partner” means the Manager, in its capacity as a limited partner of the Fund with the additional rights and obligations of the Participating Limited Partner as set forth in the relevant Fund Governing Documents.

The General Partner may, in its discretion, with respect to a Limited Partner who is a Sponsor Investor, (a) waive all or a portion of the obligation of such Limited Partner to make capital contributions in respect of the Management Fee and/or (b) waive the General Partner’s right to receive all or a portion of Carried Interest Distributions in respect of the Commitment of such Limited Partner.

Agellus Strategic Relationships

As part of its strategy, the Manager may enter into certain employment, consulting or other strategic relationships with Operating Partners to provide certain services in connection with sourcing investments, due diligence and/or providing operating management to Portfolio Companies. In connection with these services, these persons may be entitled to (a) receive cash and/or non-cash (e.g., equity) consideration for their services from the applicable Portfolio Companies, (b) invest directly in one or more Portfolio Companies, and (c) participate in a portion of the Carried Interest received by the General Partner. Any cash or non-cash compensation received by an Operating Partner from a Portfolio Company will not offset the Management Fee.

Other Activities

The Managing Partners of Agellus hold or may hold direct and/or indirect personal or family investments in various entities, public and private companies, investments and assets/properties, including Funds established or sponsored by Agellus, their predecessors, or other entities, and serve or may serve on boards of directors, investment committees and advisory boards for such companies or entities. All Agellus employees are subject to Agellus’ *Code of Ethics and Insider Trading Policy*, which governs, among other

things, personal trading activities, business activities outside Agellus, handling of material non-public information obtained either through Agellus or activities outside Agellus and the conflicts of interests related to such activities.

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

Code of Ethics and Fiduciary Duty

Agellus has adopted a code of ethics (the “Code of Ethics”) setting forth the fiduciary standards of business conduct and compliance with applicable laws that are expected of Agellus’ officers, partners, managers, members, employees, and any or other person who provides investment advice to the Fund on behalf of Agellus and is subject to Agellus’ supervision and control (each, a “Supervised Person”). The Code of Ethics addresses conflicts that may arise from personal trading conducted by Agellus’ “access persons,” as that term is defined in Rule 204A-1 under the Advisers Act. The Code of Ethics is the primary policy document of Agellus that defines the expectation and requirement of professional and ethical conduct by all supervised persons.

The Code of Ethics and compliance manual contains policies and procedures relating to (i) fiduciary standards of conduct for Agellus and its personnel, (ii) personal securities transactions, (iii) insider trading, (iv) outside employment and business activities, (v) gifts and entertainment, and (vii) political contributions. Supervised Persons receive the Code of Ethics upon hire and upon any material changes thereto. All Supervised Persons must initially, and annually thereafter, certify and acknowledge that they have received, read and understood, and agree to comply with Agellus’ policies and procedures described in the Compliance Manual and Code of Ethics. Supervised Persons are subject to disciplinary sanctions or termination for failure to honor the Code of Ethics.

Investors or prospective investors may obtain a copy of Agellus’ Code of Ethics by contacting its Chief Compliance Officer, Jeff Aiello, by telephone at (314) 408-5505 or by email at jaello@agellus.com.

Personal Securities Transactions

Agellus generally considers all its Supervised Persons to be access persons. Agellus’ personal securities transactions policies and procedures apply to all accounts holding any securities over which access persons have any beneficial ownership interest, except for certain accounts over which the access person has no direct or indirect influence or control and accounts holding only open-end mutual funds, U.S. government securities or money market instruments that are exempt from reporting under Agellus’ Code of Ethics.

Agellus monitors and controls personal trading by access persons through:

- receipt and review of each access person’s personal securities holdings reports (required within 10 days of becoming an access person and annually thereafter) and quarterly transaction statements;
- maintenance of a restricted list of securities that to trade, access persons must receive pre-approval from the CCO; and
- pre-approval from the CCO of any proposed trade in securities on Agellus’ restricted list, initial public offerings, and any private placements.

Employees are permitted to invest in the same securities held in the Fund, which could include public securities issued in the initial public offering of a Portfolio Company. Conflicts related to such personal holdings are addressed through the controls noted above. Employees are prohibited from engaging in front-running ahead of the Fund.

Insider Trading

Agellus prohibits any supervised person from illegally trading, either personally or on behalf of others, on material non-public information. Further, Agellus prohibits unauthorized access to or the disclosure of material non-public information to any entity regardless of the circumstances.

From time to time, Agellus and its affiliates may obtain material, non-public information about another company. For example, an employee of Agellus will likely serve on a board of directors of a company in which the Fund invests, either directly or indirectly. Serving in such a capacity may expose the employee, and by association Agellus and the Fund, to certain limitations on the ability to trade in the securities of the company; therefore, the Fund's ability to trade in the securities of such company may become substantially restricted. The Fund's ability to buy and sell such securities may be limited to such times as company insiders are permitted to do so. These limitations may cause the Fund to forgo purchases or sales that it otherwise would make, thereby exposing the Fund to lost opportunities.

Agellus monitors risks associated with material non-public information by:

- providing periodic employee education and training;
- monitoring outside business activities of access persons and their involvement in the management of the Portfolio Companies of the Funds;
- monitoring and restricting personal trading of access persons, their immediate family members and members of their household;
- requiring pre-approval of certain securities transactions;
- maintaining a restricted list of companies for which Agellus or its access persons may have material non-public information; access persons are prohibited from trading in the securities of such companies; and
- maintaining a compliance program to monitor the activities of access persons.

Allocation of Investment Opportunities

Until the expiration of the Investment Period, each prospective investment opportunity identified by the General Partner, the Manager or each Managing Partner that is within the scope of the Fund's investment objectives and is in an amount in excess of \$10 million will be made available to the Fund before being offered to any other person. With respect to any Successor Fund for which an initial closing of investors has been held prior to the expiration of the Investment Period, the General Partner intends to allocate investment opportunities that meet the investment objectives of the Fund and such Successor Fund on a basis that the General Partner believes is fair and equitable under the circumstances.

Co-Investment Opportunities

Where possible and appropriate, the General Partner is expected to, in its discretion, but will be under no obligation to, provide co-investment opportunities to certain Limited Partners and/or third parties. Decisions regarding whether and to whom to offer co-investment opportunities are made at the sole discretion of the General Partner and may be offered to no Limited Partners or some and not others, and if offered to Limited Partners, with allocations that may differ from each Limited Partners' proportionate investments in the Fund. The General Partner's determination may, among other factors, reflect agreements or arrangements with certain persons (including Limited Partners) to provide preferential co-investment rights, the General Partner's assessment of such Limited Partners' ability to both fund and timely execute such co-investment and whether allocating co-investment opportunities to such potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that may provide direct or indirect benefits to current or future investment vehicles or investments. In light of the foregoing, no Limited Partner should have any expectation of receiving co-investment opportunities.

Outside Business Activities

Managing Partners and other Supervised Persons may engage in outside activities and do engage in such activities from time to time. However, Supervised Persons are expected to avoid outside activities that raise conflicts of interests with respect to the Manager's investment advisory activities or are inconsistent with the Manager's fiduciary duties to the Fund and investors. Supervised Persons must report outside activities initially upon employment and annually. Supervised Persons must seek prior approval from a Managing Partner prior to entering into new outside business activities.

Gifts and Entertainment

No Supervised Person may receive, solicit, give or offer to give any gift, service, gratuity or other item that is inappropriate under the circumstances or otherwise inconsistent with applicable laws or regulations. Supervised Persons are prohibited from offering, receiving or giving cash gifts from or to any investor, prospective investor or person or entity that does or seeks to do business with or on behalf of the Company.

Supervised Persons generally must promptly report to the CCO or designee any gift or other benefit (or series of related gifts) given to or received from any present or prospective investors, providers of goods or services or other that do or seek to do business with or on behalf of the Company or an affiliate thereof if the estimated value of such gift(s) is in excess of \$250. Supervised Persons must obtain prior approval of the CCO before providing, offering or accepting any gift or series of related gifts if the estimated value thereof exceeds \$500.

Political Contributions

The Firm has adopted a political contributions policy to facilitate compliance with rules regarding the political activities of registered investment advisers doing business with government entities (referred to as "pay-to-play" rules). Pursuant to the policy, covered persons are prohibited from directly or indirectly making, coordinating, or soliciting any U.S. political contribution.

Portfolio Companies

As noted in Item 5 above, the Manager and its affiliates may receive certain fees (e.g., break-up, directors', transaction, consulting, management and other similar fees) and may receive reimbursements from Portfolio Companies, including in connection with unconsummated transactions. The Manager's ability to receive such fees and related expense reimbursements from Portfolio Companies for performing consulting and other services for, or serving as directors of, Portfolio Companies represents a conflict of interest to the extent that the Fund has or will have control or significant influence over the Portfolio Companies.

Side Letters

The General Partner, on behalf of the Fund, expects from time to time to enter into letter agreements or other similar agreements (collectively, "Side Letters") with one or more Limited Partners which provide such Limited Partners with additional or different rights than they have pursuant to the Partnership Agreement. As a result of these Side Letters, certain Limited Partners will receive additional rights (which may include expanded informational rights or preferential economic terms) which other Limited Partners will not receive. The General Partner, on behalf of the Fund, may enter into Side Letters with any party as the General Partner may determine in its discretion at any time.

Cross Trades and Principal Trades

To the extent not prohibited by applicable law and subject to and in accordance with the terms of the Partnership Agreement, the General Partner may (but is under no obligation to) cause the Fund to acquire or dispose of Portfolio Investments in cross trades between the Fund and other investment vehicles managed by the Manager or its affiliates, or effect principal transactions where the General Partner causes the Fund to purchase Portfolio Investments from or sell Portfolio Investments to the General Partner and its affiliates; provided, that, any such transaction be approved to the extent required by the Partnership Agreement and applicable law.

LP Advisory Committee

In accordance with the Partnership Agreement, the General Partner may in certain situations choose to seek the approval of the members of the LP Advisory Committee with respect to certain potential conflict of interest situations. The General Partner will establish an LP Advisory Committee consisting of certain representatives of Limited Partners unaffiliated with the General Partner. The LP Advisory Committee will provide advice and counsel as requested by the General Partner in connection with Fund investments, potential conflicts of interest, and such other Fund matters as contemplated or specified in Fund Governing Documents.

ITEM 12 – BROKERAGE PRACTICES

The Firm's advisory business involves privately negotiated transactions with the prospective seller or prospective purchaser(s), and generally will not involve the services of a traditional broker or dealer as is customary in the transaction of registered securities.

The Firm does not engage in soft dollar transactions and does not enter into soft dollar arrangements for any Funds.

ITEM 13 – REVIEW OF ACCOUNTS

Review of Accounts

The Firm's Managing Partners will actively monitor and review each Fund's investment portfolio on a regular basis. Investments will be reviewed in light of each Fund's stated investment objectives and guidelines as set forth in the relevant Fund Governing Documents. During the review process, investment professionals will analyze existing Portfolio Company positions to identify issues early on, take any necessary actions, and monitor Portfolio Company operations and overall performance relative to the original investment thesis. The Fund Administrator, Standish Management, LLC, is generally responsible for overseeing periodic reconciliations of Fund assets. Cash accounts will be reconciled monthly, while positions in assets that are not publicly traded are reconciled at least quarterly with their corresponding valuations. The Fund Administrator will maintain work papers documenting the periodic reconciliations of the Funds' assets. In analyzing and evaluating potential investments and applicable risks, the Managing Partners and/or the investment deal team conducts qualitative and quantitative research and analyses, reviews due diligence provided by the company as well as information provided by independent third-party consultants and experts, if necessary. The Firm maintains research/due diligence files on each Portfolio Company investment made on behalf of the Fund.

Reports to Investors

Each Limited Partner will receive: (a) audited annual financial reports of the Fund; (b) unaudited quarterly financial reports of the Funds; (c) quarterly descriptive investment information for each Portfolio Company; and (d) annual tax information for the completion of U.S. federal income tax returns. The Fund's auditor actively reviews the Manager's valuation procedures and the valuations and assumptions for each Portfolio Company in connection with the annual audit.

Valuation

The fair value of Portfolio Investments or of property received in exchange for Portfolio Investments will be calculated by the General Partner in good faith in accordance with guidelines consistent with U.S. generally accepted accounting principles and reviewed by the Fund's independent accountants. There generally will be no established market for these assets. As a result, valuations of the assets are subject to determinations, judgments, projections and opinions and other third parties or investors may disagree with the valuations. Accordingly, the carrying value of a Portfolio Investment may not reflect the price at which the Portfolio Investment could be sold in the market, and the difference between the carrying value and the ultimate sales price could be material. Additionally, under certain limited circumstances set forth in the relevant Fund Governing Documents, distributions in kind of Portfolio Investments for which market quotations are not readily available may be made.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

Placement Agent

The Fund has entered into a placement agent agreement in connection with the offering of the Fund's interests as disclosed in the PPM and Part 1 of Form ADV. The Fund may engage other placement agents to the extent required in specific jurisdictions. Under the placement agent agreement, the Fund has agreed to pay the placement agent certain fees that are primarily determined with reference to the Commitments to the Fund by third-party Limited Partners.

ITEM 15 – CUSTODY

In accordance with Rule 206(4)-2 under the Advisers Act (the “**Custody Rule**”), the Firm is deemed to have custody of the underlying assets of the Fund due to its affiliation with the Fund’s General Partner. Agellus will hold cash and all certificated securities of the Fund at an unaffiliated qualified custodian, to the extent required by the Custody Rule. The Firm is not required to comply with the requirement to use a qualified custodian with respect to certain “privately offered securities,” as defined in the Custody Rule or with respect to certain private stock certificates; however, As necessary, Agellus has implemented procedures in its Compliance Manual that are designed to safeguard these privately offered securities. In compliance with the audit approach exception to the Custody Rule for limited partnerships subject to annual audit, Agellus will distribute Fund audited financial statements prepared in accordance with GAAP, and audited by an independent public accountant that is registered with, and subject to regular inspection by the Public Company Accounting Oversight Board, to each Fund’s Investors within 120 days after its fiscal year-end. In addition, upon the final liquidation of any Fund, the Firm will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP with respect to such Fund to all Investors promptly after completion of the audit. Investors should review audited financial statements carefully and should compare financial statements they receive from the qualified custodian with those they receive from Agellus.

ITEM 16 – INVESTMENT DISCRETION

As discussed in *Item 4 – Advisory Business*, the Firm will provide investment advisory services to the Fund on a discretionary basis, subject to the overall supervision of the Fund's General Partner. Limitations on the Firm's discretion are established through negotiations with the Investors in each Fund and/or its General Partner. These limitations are incorporated into Fund Governing Documents, which include the applicable management agreement.

Individual Investors in the Fund do not have the ability to impose limitations on the Manager's discretionary authority. There are no separate classes of interests and Investors in the Fund will acquire identical interests. However, Agellus expects to enter into side letters and other arrangements with Investors or co-investors that limit or provide an alternative structure for the Investor's participation in certain Fund investments to address specific legal, regulatory, investment or public policy restrictions of the Investor or that establish rights under, or alter or supplement the terms of Fund Governing Documents.

Prospective Investors are provided with the PPM prior to their investment and are encouraged to carefully review the Fund Governing Documents, as well as all offering materials, and to be sure that the proposed investment is consistent with their investment goals and tolerance for risk. Prospective Investors must also execute a subscription agreement, in which they make various representations, including representations regarding their suitability to invest in a privately placed pooled investment vehicle.

ITEM 17 – VOTING CLIENT SECURITIES

The Firm expects to actively participate in the oversight of Portfolio Companies through participation on the Companies' boards of directors and through other measures. In this capacity, the Firm will act in the best interest of the Fund and be consistent with the relevant Fund Governing Documents and the Manager's fiduciary duty. The Fund's portfolio holdings generally will not be public companies. The Manager currently does not expect to vote proxies with respect to any public securities.

If in the future, it decides to invest in public securities, it may vote proxies with respect to those public securities. Accordingly, at that time, the Firm will adopt proxy voting policies and procedures relating to public securities to ensure that proxies are voted in the best interests of clients.

ITEM 18 – FINANCIAL INFORMATION

The Firm does not require prepayment of management fees more than six months in advance, has no financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients, has not been the subject of a bankruptcy petition during the past ten years, and does not have any other events requiring disclosure under this item of the Brochure.