

Form ADV Part 2A: FIRM BROCHURE



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This brochure provides information about the qualifications and business practices of S2G Investment Advisers, LLC (“S2G”). If you have any questions about the contents of this brochure, please contact us at 773-720-8271 or info@s2gventures.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

S2G is a registered investment adviser. Registration of an investment adviser with the SEC does not imply a certain level of skill or training.

Additional information about S2G is also available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

As this is the initial filing of S2G’s brochure (the “Brochure”), there are no material changes to report.

Item 3 – Table of Contents

Item 2 – Material Changes.....	ii
Item 3 – Table of Contents	iii
Item 4 – Advisory Business.....	1
Item 5 – Fees and Compensation.....	2
Item 6 – Performance-Based Fees and Side-By-Side Management.....	13
Item 7 – Types of Clients.....	14
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	14
Item 9 – Disciplinary Information	65
Item 10 – Other Financial Industry Activities and Affiliations.....	65
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	65
Item 12 – Brokerage Practices.....	67
Item 13 – Review of Accounts	68
Item 14 – Client Referrals and Other Compensation.....	69
Item 15 – Custody	69
Item 16 – Investment Discretion.....	69
Item 17 – Voting Client Securities.....	70
Item 18 – Financial Information	70

Item 4 – Advisory Business

Advisory Firm

S2G Investment Advisers, LLC (together with its fund general partners (unless otherwise specified), “S2G” or the “Firm”), a Delaware limited liability company, is an investment advisory firm based in Chicago. S2G’s predecessor entity was founded in 2014 to invest in entrepreneurs who are committed to a more humane and healthy planet.

S2G will serve as the investment adviser for, and provide discretionary investment advisory services to, private funds (each a “Fund,” and together, the “Funds”) exempt from registration under the Investment Company Act of 1940 (the “Investment Company Act”).

Each Fund will be affiliated with a general partner (“General Partner”) with authority to make investment decisions on behalf of the Funds. The General Partners are deemed registered under the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Advisers Act”), pursuant to S2G’s registration in accordance with SEC guidance. The applicable General Partner retains investment discretion and limited partners in the Funds do not participate in the control or management of the Funds. While the General Partners maintain ultimate authority over the respective Funds, S2G has been designated the role of investment adviser.

Advisory Business

S2G will provide investment advisory services as a private fund manager to its Funds. The Funds will invest through privately negotiated transactions in operating companies, generally referred to as “portfolio companies”. Each portfolio company has its own independent management team responsible for managing its day-to-day operations, although (i) S2G personnel or representatives appointed by the Firm are expected to serve on the boards of, or otherwise act to influence control of the management of, such portfolio companies and will therefore have a significant impact on the long-term direction of the company, including the selection of management team members and (ii) in some cases, S2G will more directly influence the day-to-day management of a portfolio company by recruiting and installing certain individuals in various leadership roles, such as chief executive officer, chief operating officer, chief financial officer or in other roles. S2G’s investment advisory services to the Funds will consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and achieving dispositions of such investments. Investments will be made predominantly in nonpublic companies, although investments in public companies are permitted in certain instances.

S2G’s investment advice and authority for each Fund will be tailored to the investment objectives of that Fund; S2G does not tailor its advisory services to the individual needs of limited partners in its Funds. The Fund investment objectives are described in and governed by, as applicable, the private placement memorandum, limited partnership agreement, subscription agreements, investment management agreements, side letter agreements and other governing documents of the relevant Fund

(collectively, “Governing Documents”), and limited partners’ determination of the suitability of an investment in a Fund should be based on, among other things, the Governing Documents. The Firm does not seek nor require limited partner approval regarding each investment decision. S2G is permitted, in its sole discretion, to provide or commit to provide co-investment opportunities to one or more limited partners in its Funds and/or other persons, and to allocate co-investment opportunities among potential co-investors, in each case on terms to be determined by S2G in its sole discretion. In exercising such discretion with respect to a particular investment, S2G will consider some or all of a wide range of factors, which may include those set forth in the Governing Documents.

Fund limited partners generally cannot impose restrictions on investing in certain securities or types of securities, other than through side letter agreements. Limited partners in the Funds participate in the overall investment program for the applicable Fund and generally cannot be excused from a particular investment except in certain circumstances pursuant to the terms of the applicable Governing Documents.

Principal Owners/Ownership Structure

S2G is principally owned by S2G Management Holdings, LP, which is owned and controlled by Managing Partners Aaron Rudberg, Chuck Templeton and Sanjeev Krishnan.

Regulatory Assets Under Management

As of March 6, 2024, S2G did not manage any assets. However, S2G expects to be eligible for SEC registration within 120 days of its registration being declared effective by the SEC.

Item 5 – Fees and Compensation

S2G and its affiliated General Partners will receive fees and compensation in exchange for advisory services provided to the Funds, including management fees, carried interest, additional compensation in connection with management services performed for the portfolio companies of the Funds and reimbursements from portfolio companies for certain expenses advanced on their behalf. Differences in fees and expenses exist from Fund to Fund, and certain Funds do not charge certain fees, compensation or expenses that other Funds charge or charge them in different amounts. The following is a general description of fees, compensation and expenses of the Funds. Limited partners should refer to the Governing Documents of the applicable Fund for a complete understanding of how S2G is compensated for its advisory services; the information contained herein is a summary only and is qualified in its entirety by such documents.

Management Fees

In general, S2G expects to charge each Fund a management fee (the “Management Fee”), generally based on a percentage of committed or invested capital as further set forth in the Funds’ Governing Documents. Any write down in the value of investment will not reduce the Management Fees. The

amount of Management Fees generally will not correspond with fluctuations in a Fund's net asset value and will not be reduced in connection with any write downs, except in the case of investments that are completely written-off for U.S. federal income tax purposes. Except where the Governing Documents expressly provide to the contrary, Management Fees will generally not be reduced in the case of partial distributions or partial sales of investments.

Management Fees generally will be assessed quarterly in advance. All Management Fees will be negotiated with limited partners during the fundraising period of the applicable Fund and will not be subject to negotiation thereafter. If the investment advisory agreement is terminated before the end of the applicable period, Management Fees will be charged on a pro rata basis through the date of termination, and any fees paid in advance but not earned will be refunded. Generally, limited partners participating in a subsequent closing after the initial closing of a Fund are responsible for paying the Management Fee as of the date of the initial closing of such Fund, plus interest, as applicable. In addition, Management Fees are payable during term extensions unless otherwise agreed to with limited partners.

The General Partners are permitted, in their sole discretion, to reduce or waive all or a portion of the Management Fee. Management Fees can differ from one Fund to another as well as among limited partners in the same Fund. Such differences arise from the size of a limited partner's commitment to a Fund, provisions of side letter agreements or other negotiated terms. Management Fees are generally waived for S2G employees investing in a Fund (either as direct investors or through a General Partner), affiliates, and their respective families investing in a Fund (although in each case, these investors will generally pay their pro rata share of certain Fund expenses).

Subject to the terms of the relevant Governing Documents, Management Fees will generally be reduced by, as applicable: (i) the amount of fees paid by a Fund to entities or persons acting as a placement agent in connection with the offer and sale of interests in such Fund; (ii) costs incurred by S2G in connection with the organization of a Fund that exceed a limit as specified in such Fund's Governing Documents; and (iii) certain supplemental fees and compensation with respect to portfolio companies, including closing fees, placement fees, commitment fees, breakup fees, litigation proceeds from transactions not consummated, monitoring fees, financial consulting fees, directors' fees and other similar fees (whether in the form of cash, securities or otherwise), less unreimbursed costs and expenses in connection with generating such fees (collectively, "Transaction Fees"). A Fund's Governing Documents generally will provide that Transaction Fees received by S2G will be credited against Management Fees otherwise owed to S2G in a specified percentage. The remaining amount, to the extent any, of such Transaction Fees will be retained by S2G. To the extent that such an offset credit would reduce the Management Fee for the relevant period below zero, the credit will be carried forward for future application against payable Management Fees and if a credit remains upon liquidation, S2G is expected to retain the amount of such offset credit with respect to limited partners that have elected to waive such amount (e.g., where an adverse tax consequence potentially will result).

The receipt of Transaction Fees is offset against the Management Fee paid by a Fund as described below and in each Fund's Governing Documents, net of any expenses incurred in connection with any consummated or unconsummated transaction in connection with generating such fees. As a matter of practice, S2G is typically paid fees of the type referred to in the preceding paragraph from, on behalf of or with respect to co-investors in an investment, as well as other fees relating to the structuring and administration of co-investment arrangements. The receipt of such fees will not reduce the Management Fee payable by any Fund(s) that have also invested in such investment, and, as a result, a Fund will, in most cases, only benefit with respect to the relevant allocable portion on a fully diluted basis of any such fee and not the portion of any fee related to: (i) General Partner or affiliated partner commitments; or (ii) co-investors or potential co-investors (which could include co-investment vehicles managed by S2G, service providers, third parties, current or former portfolio company management or personnel, sellers that have rolled their interest or reinvested proceeds in the portfolio company and/or others); or (iii) the value of profits, participation or equity interests in or relating to the relevant portfolio company, including interests owned by current or former portfolio company management, which have the potential to be significant.

The receipt of the following fees by any S2G person, a Senior Advisor (as defined below), an Operating Partner (as defined below) or other person or entity (whether directly or indirectly through persons affiliated with the partnership entities) from a portfolio company, prospective portfolio company or other person in any amount will not offset Management Fees (including any options, warrants or other rights to purchase investments in a portfolio company or any other non-cash consideration) when received (A) as reimbursement for expenses directly related to such portfolio company or prospective portfolio company, (B) as compensation for services provided by such person as an employee of, or in a similar capacity for, or by the Operating Partners or Senior Advisors to, such portfolio company or prospective portfolio company (or their respective subsidiaries), (C) as compensation received by such person directly or indirectly with respect to investments following the sale thereof by a Fund, or (D) any amounts described in the Governing Documents. A Fund's LPAC (as defined below) may otherwise approve other amounts as not constituting "Transaction Fees," including amounts paid to any S2G person or any other person for services provided by such person to any portfolio company or prospective portfolio company.

Carried Interest

Each Fund's General Partner will be entitled to be allocated carried interest ("Carried Interest") with respect to the Funds, which will generally be equal to 20% of all realized profits net of all expenses in excess of an 8% compounded preferred return and catch-up provisions. Each Fund's Carried Interest arrangement differs and is further described in full detail in the relevant Fund's Governing Documents and more briefly in Item 6, below.

Fund Expenses

Each Fund is governed by its own Governing Documents, which details a description of expenses for such Fund. While differences exist among Funds, the following is a description of expenses generally charged to each Fund.

Each Fund shall pay all fees, costs, expenses, liabilities and obligations relating to a Fund's and/or its subsidiaries' and intermediate entities' activities, business, portfolio companies or actual or potential investments, whether incurred prior to, or following a Fund's initial closing date, including with respect to any entity formed to effect the acquisition and/or holding of a portfolio company (to the extent not borne or reimbursed by a portfolio company or potential portfolio company), including all fees, costs, expenses, liabilities and obligations (referred to collectively in this definition as "costs") relating or attributable to:

- activities with respect to the origination, identification and sourcing of investment opportunities for a Fund, including deal-sourcing software, attending and sponsoring industry conferences and events (including any applicable registration costs and exhibition, sponsorship or other presentation costs), meeting with consultants, finders, broker-dealers, investment banks, industry executives, industry experts and other sources of investments and developing and maintaining an investment pipeline;
- activities with respect to the pursuing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing, acquiring, bidding on, owning, managing, monitoring (including monitoring the financial condition and other relevant operating performance metrics of investments), operating, holding, hedging (including of any foreign exchange risk exposure), restructuring, recapitalizing, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, a Fund's portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other costs payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third-party diligence, software and service providers (including any subscriptions to any periodicals, databases and/or research services)), consultants (including health, safety, environmental, social and governance ("ESG")) and similar professionals in connection therewith and any costs related to transactions that were offered to co-investors;
- indebtedness of, or guarantees made by, a Fund, S2G, a General Partner or any affiliated partner on behalf of a Fund (including any credit facility, letter of credit or similar credit support or any indebtedness entered into pending participation by a co-investor in a portfolio company or prospective portfolio company), including the repayment of principal and interest with respect thereto, or evaluating, negotiating or conducting any other activities related to seeking to put in place or amend any such indebtedness or guarantee;

- financing, commitment, origination and similar activities;
- broker (including real estate broker), dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, bonuses, guaranteed minimums, sales commissions, investment banker, finder and similar services (including buy and sell side finders' fees, as well as similar deal sourcing payments);
- brokerage, sale, custodial, depository, local paying agent, trustee, record keeping, account, registered office (including any costs associated with a General Partner's registered office), depository (including costs related to appointments or changes of any depository appointed pursuant to the AIFMD), costs related to compliance with the CISA and FINSA (including appointments or changes of the Swiss representative and paying agent (pursuant to the CISA and FINSA)) and similar services, in each case excluding expenses associated with the initial engagement expenses of a depository appointed pursuant to the AIFMD, or any Swiss representative, paying agent or ombudsman appointed pursuant to the CISA, the FINSA which fall within organizational expenses;
- regulatory related fees or expenses associated with reporting, filings and other ongoing compliance requirements contemplated by the AIFMD, CISA and/or FINSA (excluding expenses associated with the initial registrations, filings and compliance contemplated by the AIFMD, CISA and/or FINSA which fall within organizational expenses), the SFDR and Taxonomy Regulation or any similar law, rule or regulation (including any implementing law, rule or regulation relating thereto but excluding any other registration or filing obligations not directly related to a Fund);
- developing, structuring, maintaining, operating and winding up administrative structures in Luxembourg, other European countries and other jurisdictions that are put in place to establish required residence and/or operate the investment activities of a Fund (including the salary and benefits of any personnel reasonably necessary for the maintenance of such structures, other overhead, rent and similar costs in connection therewith and a Fund's share of any such costs of any such structure involving other entities managed by, or affiliated with, S2G, a General Partner or any of their respective affiliates);
- legal, intellectual property, accounting, research (including expert consultants, research reports, subscriptions to any periodicals, databases and/or research services, research calls and meetings and research or industry conferences), auditing, technology, (including data science, application development, cybersecurity and technology infrastructure), administration (including costs associated with compliance with any anti-money laundering laws and regulations and any third-party administrator and administration, tracking or reporting software and third-party investor reporting services or consultants, if any), risk management, information, appraisal, advisory, valuation (including third-party valuations, fairness opinions, appraisals or pricing services, as well as costs related to the establishment or maintenance of such other services, including with respect to portfolio company transactions entered into between a Fund and other investment vehicles

affiliated with S2G), consulting (including consulting and retainer fees, salaries, bonuses, retainers and guaranteed minimums and other compensation or expense reimbursements paid to, and benefits or personnel costs (including employee benefits, payroll taxes, insurance, paid time off and other office space, technology and other overhead) provided to or on behalf of, the Operating Partners, Senior Advisors or consultants performing investment initiatives, sourcing of identifying investment opportunities, or providing services related to ESG investment considerations and policies and other consultants (including those with respect to go-to-market, supply chain, lean management and change management)), operations, talent assessment and recruiting (including executive recruiters for investments and any costs associated with recruiting, including headhunter fees, background checks or relocation expenses), tax and other professional services (including costs related to the establishment or maintenance of any such activities or services);

- reverse breakup, termination and other similar arrangements;
- the diligencing, establishment, implementation, assessment, attestation, monitoring, reporting and/or measurement of ESG-related policies, commitments, programs and initiatives with respect to a Fund or its investments or prospective investments (including all costs incurred in connection with ESG tracking tools and reporting tools (including any engineering, land, seismic, geophysical and geological reporting tools, databases, hardware or software), ESG-related assessments (including climate risk and resiliency assessments, carbon footprint assessments, any other such assessments, audits, measurements, advice, verification, assurance or reports prepared on, or conducted as part of implementing, monitoring, standardizing, disclosing, promoting, evaluating and maintaining ESG-related programs, to the extent implemented));
- insurance, including directors and officers liability, fidelity bond, cybersecurity, investments, representation and warranty, portfolio company management liability, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance, and regulatory expenses (including costs related to any retention or deductibles and broker costs and commissions) and the costs of any consultants, data providers or other advisors utilized in the procurement, review, maintenance and analysis of insurance;
- filing, title, transfer, survey, environmental diligence, registration and other similar activities;
- printing, publishing, communications, mailing, courier, marketing, advertising and publicity;
- the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s, K-2s, K-3s or similar forms or other communications with partners, any other administrative, compliance or regulatory filings or reports (including Form PF, Bureau of Economic Analysis reports and any filings or reports contemplated by the AIFMD, the CISA, the FINSA, the SFDR and the EU Taxonomy Regulation or any similar law, rule or regulation), or other information, including costs of any third-party service providers and professionals related to the foregoing;

- compliance with any tax or financial account reporting regime, including Foreign Account Reporting Requirements and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing;
- developing, licensing, implementing, maintaining or upgrading any web portal, website, extranet tools, computer software and hardware (including accounting, investor tracking, investor reporting, customer relationship management, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services) and any related service providers;
- any activities with respect to protecting the confidential or non-public nature of any information or data, including confidential information (including any costs incurred in connection with the EU Data Protection Law, the California Consumer Privacy Act, as amended, or FOIA);
- any activities or proceedings of a Fund's LPAC (as defined below) (including any out-of-pocket costs incurred by representatives of a General Partner, the LPAC members, permitted observers and other persons in attending or otherwise participating in LPAC meetings, including travel expenses);
- indemnification obligations (including legal and any other costs incurred in connection with indemnifying any partner or other person pursuant to the Governing Documents or otherwise and advancing costs incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification), except as otherwise set forth in the Governing Documents;
- compliance or regulatory matters related to a Fund, except as otherwise set forth in the Governing Documents including compliance with the Governing Documents, and any costs attributable to investor-related services and administering side letters entered into with limited partners (including any amendments, restatements, supplements, waivers, consents or approvals pursuant thereto and the process of compiling compendiums of side letter provisions and tracking and implementing applicability in accordance with the Governing Documents; costs incurred in connection with preparing and compiling Fund compliance checklists and other materials and any expenses related to compliance with any ESG considerations and policies);
- any annual, periodic or special meeting of the partners and any other conference, meeting or webcast or other video conference with any partner(s) and any periodic meeting, training program and/or event involving portfolio company management (in each case, including any costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers and other meeting or conference-related costs) and any other activities necessitated by and incidental to a Fund's global investor base, in each case to the extent incurred by a Fund, a General Partner or any other affiliate;

- the Management Fee;
- any cost relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense or organizational expense if it were incurred in connection with the Fund, and any costs incurred in connection with the formation, management, operation, termination, winding up, liquidation, structuring, restructuring and dissolution of any feeder vehicles (including feeder funds) related to a Fund to the extent not paid by the investors investing in such entities and any other costs related to any structuring or restructuring of a Fund entity and/or its subsidiaries or affiliated entities, any alternative investment vehicle, portfolio company or portfolio company of any alternative investment vehicle, including in connection with a General Partner-led secondary transaction;
- the termination, liquidation, winding up, structuring, restructuring or dissolution of any Fund entity and any entities owned directly or indirectly by a Fund (including portfolio companies) and related entities;
- defaults by partners in the payment of any capital contributions;
- amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, a parallel fund, a General Partner, a parallel fund general partner, an ultimate general partner, S2G and related entities (including those as S2G considers to be necessary or desirable to comply with the provisions of the AIFMD, CISA and/or FINSA), any entities owned directly or indirectly by a Fund (including portfolio companies) and related entities and any alternative investment vehicle of a Fund or a parallel fund, including the preparation, distribution and implementation thereof;
- (A) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related thereto, any regulatory costs of a General Partner or any of its affiliates incurred in connection with the operation of a Fund and any costs related to compliance with any ESG or other investment considerations and policies applicable to a Fund, a General Partner and/or any of their respective affiliates and/or (B) the validation or other confirmation of any payments made to (or payment-related instructions received by) a Fund or General Partner (including pursuant to or otherwise in connection with of any anti-money laundering laws, counter terrorist financing and proliferation financing rules or regulations);
- any actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process or governmental inquiry, investigation or proceeding, including any costs of discovery related thereto and the amount of any judgments, awards, settlements or fines entered

into or paid in connection therewith, except to the extent such costs have been determined to be excluded from the indemnification provided for in the Governing Documents;

- any consultants, experts or advisors, including independent appraisers or ESG experts, engaged in connection with a Fund considering, making, holding or disposing of, directly or indirectly, an investment in the same entity as or transferring an investment from or to one or more Funds;
- unreimbursed costs incurred in connection with any transfer or proposed transfer or any limited partner's name change, internal restructuring or change in trust, registered agent or custodian;
- any taxes, fees and other governmental charges levied against or otherwise borne by a Fund and all costs incurred in connection with any tax audit, inquiry, investigation settlement or review of a Fund or an intermediate entity, including any costs of or related to a Fund representative or designated individual (except to the extent that a Fund is reimbursed therefor by a reimbursing partner or such tax, fee or charge is treated as having been distributed to the partners pursuant to the Governing Documents);
- distributions to the partners and other costs associated with the acquisition, holding and disposition of a Fund's investments, including extraordinary expenses (including breakup or topping fees or other liabilities or obligations incurred for transactions not consummated);
- compensation and other costs paid in connection with Operating Partners or Senior Advisors, including in connection with any unconsummated investment opportunities;
- unreimbursed expenses and unpaid fees of consultants and advisors including Operating Partners or Senior Advisors;
- amendments to, waivers, consents or approvals pursuant to, side letters and similar agreements with limited partners;
- attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of a General Partner, S2G or any of their respective affiliates or any portfolio company personnel, Operating Partners or Senior Advisors or consultants at any meeting, training program or conference (including those hosted by S2G or its affiliates), including any applicable registration costs and exhibition, sponsorship, venue, setup, room and board, dining, entertainment, gifts, honorarium, speaker or other presentation costs and expenses;
- any travel (including where appropriate as determined by S2G, the cost of using or chartering private aircraft or other private air travel at a cost not in excess of the cost of corresponding first class (or equivalent) commercial airfare(s) (unless S2G determines in good faith that first class commercial airfare is unavailable, not commercially convenient or not prudent from a health, safety or similar perspective, in which case such private air travel may be above the cost of first

class commercial airfare) or other air travel, car or ride sharing services, other modes of transportation), incidental travel expenses, lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities;

- operating a feeder fund, including all expenses associated with its management, operation, winding-up, liquidating and dissolution and with preparing and distributing such feeder fund's financial statements, tax returns and feeder fund limited partner reports, but not including any income based or similar taxes, fees or other governmental charges levied against such feeder fund;
- any of the foregoing items relating to any investment, restructuring, taking public or private, disposition, transaction, project or other opportunity not consummated or otherwise not successful, whether undertaken prior to the initial closing date or otherwise and/or that may have been offered to co-investors (including co-investors' proportionate share of any costs and expenses related to an investment or other opportunity not consummated);
- any organizational expenses;
- any placement fees; and
- any other costs approved by the Fund's LPAC (as defined below).

For information on S2G's brokerage practices and fees, please see Item 12, below.

Offering and Organizational Expenses

Each limited partner will bear its pro rata share of a Fund's expenses incurred in connection with the organization of the Fund ("Organizational Expenses"). The amount and type of Organizational Expenses varies by Fund and is further detailed in the Governing Documents of such Fund. Any amounts in excess of such permitted limit will be offset dollar for dollar against Management Fees.

Operating Partner and Senior Advisor Fees and Expenses

S2G and its affiliates expect to engage, retain or employ (i) a group of professionals to provide services to the Fund and/or existing and prospective portfolio companies and/or to support S2G and/or its investment professionals in connection with their investment activities on behalf of the Fund ("Operating Partners"), and (ii) a select group of senior advisors to provide (x) consulting, advisory and other services to the Fund and existing and prospective portfolio companies, including serving as directors or the equivalent on the board of directors or other governing bodies of portfolio companies, as applicable, as determined by the General Partner and/or the applicable portfolio company in its or their discretion and (y) strategic advice to S2G and its affiliates, and/or their respective investment professionals, in connection with their investment activities on behalf of the Fund ("Senior Advisors"), in each case as further described in the Governing Documents. Operating Partners and

Senior Advisors will assist S2G with managing portfolio companies, sourcing investments, conducting due diligence, providing industry experience and facilitating transactions. The nature of the relationship with each Operating Partner and Senior Advisor and the amount of time devoted or required to be devoted by him or her varies. In certain instances, S2G will have formal employment or other arrangements with Operating Partners and Senior Partners (which are often terminable upon notice by any party); in other cases, the relationship is expected to be more informal. In certain instances, Operating Partners are also expected to be employed by or seconded to Portfolio Companies. There can be no assurance that any of the Operating Partners and Senior Advisors will be exclusive to S2G or continue to serve in such role and/or continue their arrangement with S2G and/or any portfolio company throughout the terms of the Funds.

Operating Partners and Senior Partners are expected to receive compensation, which can include, without limitation, salary, benefits, reimbursements, an annual fee or retainer, a finder's fee, transaction fees, a discretionary bonus or a success fee (in the form of cash or equity) based on pre-determined targets or milestones, directors' fees, board fees, co-investment rights (including in portfolio companies in which they are not involved), equity allocations (including stock), a profits interest, options in a portfolio company or a percentage of the carried interest in either a portfolio company or a Fund. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the relevant Fund's investment, and has the potential to result in economic effects greater than the original amount of compensation, and the relevant Fund typically will bear the costs of all operating partner compensation as well as fees, costs and expenses of structuring Operating Partner arrangements. To the extent that Operating Partners or Senior Advisors are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Funds will bear a greater share of such compensation due to the utilization of the Operating Partner/Senior Advisor's services at a time when fewer portfolio companies or Funds make use of such Operating Partner/Senior Advisor. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of work generated by the Operating Partner/Senior Advisor.

Certain fees payable to Operating Partners and Senior Advisors are associated with a particular transaction and will typically be included in the closing costs payable by the applicable portfolio company. Other fees, such as board fees, are paid directly by a portfolio company to the Operating Partner or Senior Advisor. In the event an Operating Partner or Senior Advisor provides work directly to a portfolio company in addition to board service, any such fees are paid by the portfolio company directly to the Operating Partner/Senior Advisor. Work performed by Operating Partners and Senior Advisors for unconsummated transactions is borne by the Fund(s) that was to have participated in such transaction as part of broken deal expenses.

Operating Partners and Senior Advisors will typically incur expenses while working with S2G portfolio companies or potential portfolio companies, including but not limited to, the cost of travel to portfolio companies and other out-of-pocket costs, and such expenses are paid or reimbursed by either S2G

(generally in the case of work performed for S2G), the relevant portfolio company (generally in the case of consummated transactions) or the relevant Fund (generally in the case of unconsummated transactions).

None of these fees, expenses, bonuses, profits interests, other compensation or reimbursements received by Operating Partners or Senior Advisors will offset Management Fees.

Allocation of Expenses

In good faith and in its fair and reasonable discretion, S2G will determine on a case-by-case basis whether an expense should be borne by the Firm, a Fund, multiple Funds or a portfolio company. To the extent that the Governing Documents do not expressly provide for a method of allocation, S2G will typically allocate common expenses among multiple Funds on a pro rata basis and in accordance with its policies and procedures on expense allocation, unless another method is more equitable. Some expenses are incurred on an aggregate basis for the benefit of multiple Funds and/or S2G. The aggregate cost of such expenses are allocated in a fair and reasonable manner and in S2G's sole discretion. Where one or more Funds to which an expense would otherwise be allocable are not permitted to receive an allocation based on the applicable Governing Documents, the portion of the expense attributable to such Fund(s) will be borne by S2G.

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

Each General Partner expects to be entitled to receive a Carried Interest allocation on certain realized profits in the Funds subject to a preferred return (or hurdle) and subject to reimbursement of all relevant Fund expenses, including Management Fees. Each Fund's Carried Interest calculation, as well as any clawback provisions of each Fund, are further described in the relevant Fund's Governing Documents received by each limited partner prior to investment in such Fund.

The existence of performance-based compensation has the potential to create an incentive for a General Partner to make more speculative investments on behalf of a Fund than it would otherwise make in the absence of such arrangement, although S2G generally considers performance-based compensation to better align its interests with those of its limited partners, particularly in instances where the Governing Documents include terms requiring clawback or giveback of performance-based compensation amounts at the end of the relevant Fund's life or at certain interim intervals. Additionally, to the extent S2G manages multiple Funds on a side-by-side basis with differing Carried Interest terms, S2G is subject to conflicts of interest including with respect to allocation of investment opportunities, expenses, time and attention. S2G seeks to address the potential for conflicts of interest in these matters with allocation policies and procedures that are designed to ensure that all Funds are treated in a fair and equitable manner, in accordance with each Fund's investment guidelines and Governing Documents. S2G will not allocate investment opportunities based in whole or in part on the relative fee structure or amount of fees paid by any Fund or the profitability of any Fund. Investment allocation decisions are determined by the investment committee.

Item 7 – Types of Clients

S2G will provides investment advice to its Funds, which will be exempt from registration under the Investment Company Act. The Funds will limit their respective limited partners to: (i) “accredited investors” as defined in the Securities Act of 1933, and (ii) “qualified purchasers” or “knowledgeable employees,” each as defined in the Investment Company Act, or (iii) if applicable, “qualified clients,” as defined in the Advisers Act. Limited partners in the Funds must also meet certain other suitability qualifications prior to making an investment in a Fund. The Funds may have a specified minimum investment set forth in the Governing Documents. Such a minimum is expected to be subject to the discretion, on the part of S2G, to permit investment of a smaller amount generally or with respect to any limited partner.

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

S2G’s strategy reflects a growing appetite for investment that combines financial returns with positive long-term social and environmental effects. S2G has identified tough tech sectors that it believes are ripe for change and is building a multi-stage portfolio of seed, venture, and growth stage investments and flexible solutions including debt and infrastructure capital.

S2G believes that markets can and should benefit society and the environment, and the Firm expects to partner with trailblazing entrepreneurs who are building innovative market-based solutions to address some of our world’s greatest challenges across the food, agriculture, oceans, and clean energy markets.

The following represent the tenants of the S2G investment philosophy:

Systems Investing: We look beyond the investment opportunity in front of us to understand how it fits into the broader value chain. By focusing on the entire food, oceans, and energy supply chains, we are able to construct a portfolio that sees the bigger environmental and financial system impact and synergies. We believe this approach gives us an edge in the market and industry insights others may not see.

Long Term Investments & Flexible Capital: This is a marathon, not a sprint. We aim to invest in high-potential companies at various stages of maturity—from seed to growth stage—and offer flexible solutions including debt and infrastructure capital. Through a set of flexible tools, we think creatively about how to be the best capital partner for our companies.

Value-Added Partners: We don’t just write checks. We work to be a value-added partner to our portfolio companies. We strive to be entrepreneurial-focused and provide resources and relationships that help them push through challenges so their big ideas can go from seed to growth.

The applicable Governing Documents of each Fund will set forth more detailed descriptions of each Fund's investment strategies and methods of analysis. There can be no assurance that S2G will achieve the investment objectives of the Funds and a loss of investment is possible.

Risks

An investment in the Funds involves a high degree of risk, including the risk of a partial or total loss of capital, and limited partners must be prepared to bear capital losses which might result from investments. An investment in the Funds is speculative, illiquid and long-term in nature, and is suitable only for those limited partners who have the financial sophistication and expertise to evaluate the merits and risks of an investment in the Funds. Limited partners should also refer to a Fund's Governing Documents for a description of the risk factors specific to their Fund. Different or new risks not addressed below will likely arise in the future and, therefore, the following list is not intended to be exhaustive. Risks and potential conflicts of interest include, but are not limited to, the following:

Concentration of Investments. The Funds will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry can substantially affect its aggregate return. In circumstances where the Firm intends to refinance all or a portion of the capital invested in a transaction, there will be a risk that such refinancing may not be completed, which could lead to increased risk as a result of a Fund having an unintended long-term investment as to a portion of the amount invested and/or reduced diversification.

To the extent that the capital raised is less than the targeted amount, a Fund may invest in fewer portfolio companies than expected and thus be less diversified. If a Fund makes a co-investment with regards to any portfolio company, a limited partner participating outside the Fund in such co-investment may have increased exposure to such single portfolio company, potentially multiplying such limited partner's losses. In addition, to the extent that the capital raised is less than the targeted amount, each limited partner will bear a comparatively higher portion of expenses.

Lack of Sufficient Investment Opportunities. The success of the Funds and their ability to generate an acceptable rate of return will depend, in part, on their ability to identify and acquire the securities of attractive portfolio companies on favorable terms. The business of identifying, structuring and completing private investment transactions is highly competitive and involves a high degree of uncertainty. The Funds will encounter competition from other entities having similar investment objectives. Potential competitors include other investment partnerships and corporations, sovereign wealth funds, strategic industry acquirers and other financial investors, including hedge funds, special purpose acquisition companies (SPACs) and other private funds, investing directly or through affiliates. Over the past several years, an ever-increasing number of investment funds have been or are being formed, and many fund sponsors have increased the size of successor funds as compared to their corresponding prior funds. Other investment funds with similar investment objectives to the Funds likely will be formed in the future by other unrelated parties. Some of these competitors may

have more relevant experience, greater financial resources, a greater willingness to take on risk, and/or more personnel than S2G, the Funds and their respective affiliates.

In a highly competitive environment, valuations of potential target companies may rise to historically high levels as measured by multiples of revenue. S2G expects that competition for appropriate investment opportunities could increase, which could increase the likelihood that the Funds will participate in auctions for investments, the outcome of which cannot be guaranteed, thus reducing the number of investment opportunities available to the Funds and/or adversely affecting the terms upon which portfolio investments can be made.

In addition, it is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified and consummated. Regardless of the extent to which the commitments of the limited partners are invested (or drawn down to be invested), the limited partners will be required to bear Management Fees through the Fund during the investment period based on the entire amount of the limited partners' commitments as well as other expenses as set forth in the Governing Documents.

Growth Equity Transactions. The Funds' strategy includes targeting growth-equity investments. While growth-equity investments offer the opportunity for significant capital gains, such investments may involve a higher degree of business and financial risk that can result in substantial or total loss. Growth-equity portfolio companies can operate at a loss or with substantial variations in operating results from period to period, and many will need substantial additional capital to support additional research and development activities or expansion, to achieve or maintain a competitive position, and/or to expand or develop management resources. Growth-equity portfolio companies can face intense competition, including from companies with greater financial resources, better brand recognition, more extensive development, marketing and service capabilities and a larger number of qualified managerial and technical personnel.

Control Investments. The Funds, either alone or together with other investors, such as institutions, other pooled investment vehicles and management, expect to hold controlling and/or majority interests in certain portfolio companies in which they invest. The exercise of such control by the Funds has the potential to result in additional risks of liability for violations of governmental regulations (including securities laws), failure to supervise management or other types of liability in which the general limited liability characteristic of business ownership may be ignored. Even if no control is exercised, due to the Funds' equity ownership, representation on the board of directors, and/or contractual rights, the Funds may often be thought to control, participate in the management of or influence the conduct of such portfolio companies. This could expose the assets of the Funds to claims by such portfolio company, its employees, its other security holders, its creditors, its customers or governmental agencies. If these liabilities were to arise, the Funds might suffer significant and material losses. Even when a Fund prevails in any such claims for liability, it may incur significant costs of defending against those claims. Depending upon the amount of equity owned by a Fund, any relevant contractual arrangements between a portfolio company and the Fund, and other relevant factual circumstances,

such majority position could result in an extension of the ninety-day bankruptcy preference period to one year or longer with respect to payments made to the Fund. If one Fund co-invests with another Fund, a limited partner invested in such other Fund would have exposure to a single portfolio company through more than one Fund, potentially multiplying such limited partner's losses.

Lower Middle-Market and Middle-Market Companies. The Funds' investment strategy includes investments in lower middle-market and middle-market companies. While investments in lower middle-market and middle-market companies can present opportunities for growth and/or operational improvement, such investments can also entail larger risks than are customarily associated with investments in large companies. Small- and medium-sized companies may have more limited product lines, markets and financial resources, and may be dependent on a smaller management group. As a result, such companies may be more vulnerable to general economic trends and to specific changes in markets, technology and commodity volatility. In addition, future growth may be dependent on additional financing, which may not be available on acceptable terms when required. Further, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which may make realizations of gains more difficult, by requiring sales to other private investors. In addition, the relative illiquidity of private investments generally, and the somewhat greater illiquidity of private investments in small and medium-sized companies, could make it difficult for the Funds to react quickly to negative economic or geopolitical developments.

Non-Controlling Investments. The Funds are expected to hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, a Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that a Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where a Fund holds a minority stake, it may be more difficult for the Fund to liquidate its interests than it would be had the Fund owned a controlling interest in such company. Even if a Fund has contractual rights to seek liquidity of the Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

Impact of Government Regulation, Reimbursement and Reform. Certain industry segments in which the Funds intend to invest, including various segments of the food, agriculture, and energy industries are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments, such as "clean energy", may be highly dependent upon various government (or private) reimbursement programs. While the Funds intend to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries, including in particular the food, agriculture, and energy industries, are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any

such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which the Funds invest.

There is growing regulatory interest, particularly in the U.S., the United Kingdom (“UK”), and the European Union (“EU”), in improving transparency around how asset managers and companies define and measure sustainability and impact performance, in order to allow investors to validate and better understand sustainability claims. The Funds’ investments could become subject to additional regulation in the future (including pursuant to the various legislative initiatives stemming from the action plan on sustainable finance adopted by the EU Commission in March 2018 or other regulatory developments), and the Funds cannot guarantee that their investments will be able to comply with future reporting frameworks, regulatory requirements or best practices. On the other hand, an absence of future regulation, particularly in the U.S., UK and EU, around climate change and carbon output control could lead to diminished market demand in the Funds’ investment sectors. Additionally, the SEC has proposed and enacted significant rules that will impact the business of S2G and the Funds. In particular, the SEC has adopted a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose and/or adopt additional rules in the future. Such current and future rulemaking is expected to materially impact S2G and its respective affiliates, the Funds and/or their investments. In addition, the Funds are expected to bear increased and significant costs as a result of such enacted and proposed rules, including costs related to limited partner reporting and disclosures to investors. Significant time and resources are expected to be required to comply with the new regulations, which potentially will detract from the time and resources dedicated to a Fund. In addition, following the applicable compliance date, such regulations will require S2G to disclose to prospective investors and/or limited partners certain preferential investment terms that S2G provides to any limited partner in connection with its investment in a Fund, which could cause S2G to deny certain preferential terms to limited partners.

Illiquidity; Lack of Current Distributions. An investment in the Funds should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The Funds’ ability to dispose of investments can be limited for several reasons. Illiquidity may result from the absence of an established market for the investments, as well as legal, contractual or other restrictions on their resale by a Fund. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof. In view of these limitations on liquidity, the return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment can be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating the Funds (including the Management Fee payable to the General Partners)

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

Leveraged Investments. The Funds are permitted to make use of leverage by incurring (or having a portfolio company or intermediate entity incur) debt to finance all or a portion of their investment in a given portfolio company whether on a temporary or long-term basis, including in respect of companies not rated by credit agencies. As security for such borrowing or guarantees, a Fund is authorized to guarantee a portfolio company's debt and/or grant liens on any of the Fund's assets to the lender or other counterparty, which assets may not necessarily be limited to a single portfolio company. Such lender or other counterparty would, accordingly, have a claim that has priority over any claim by a limited partner to such assets in an insolvency event or proceeding. It is not expected that the Funds would be compensated for providing such guarantee or exposure to such liability. Co-investors are expected to receive the benefit of such guarantee, although as co-investors typically do not agree to participate in guaranty arrangements in negotiating to participate in a transaction, co-investors are not expected to bear a commensurate percentage of potential liability. Additionally, the Funds expect to borrow through a subscription-based credit facility (e.g., "subscription line"), which poses additional risks and potential conflicts of interest as further described below. The Funds also reserve the right to have a portfolio company incur leverage through the use of a Fund's subscription line or otherwise to finance operations and/or add-on investments. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. While Fund-level borrowings generally will be subject to limitations set forth in the Governing Documents and interim in nature, asset-level leverage generally will not be subject to any limitations, including with respect to the amount of time such leverage may remain outstanding. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage by a Fund will also result in interest expense and other costs to the Fund that may not be covered by distributions made to the Fund or appreciation of its investments. The use of leverage also often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and will potentially constrain and impair its ability to operate its business as desired and/or finance future operations and capital needs. In addition, the leveraged capital structure of portfolio companies will increase the exposure of the Funds' investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the Fund. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, the Funds may suffer a partial or total loss of capital invested in the portfolio company as well as any guaranteed amounts, which could adversely affect the returns of the Funds. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the

companies in which the Funds will invest generally will not be rated by a credit rating agency. Except where otherwise required by the Governing Documents, the Funds will not be obligated to borrow on behalf of a portfolio company, even in circumstances where a Fund's creditworthiness would permit borrowing at a lower rate than is available to the portfolio company. If a portfolio company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal amount of financial leverage, a Fund may hold a larger than expected equity investment in such portfolio company and may realize lower than expected returns from the portfolio company that would adversely affect the Fund's ability to generate attractive investment returns for the Fund as a whole. Any failure by lenders to provide previously committed financing could also expose a Fund to potential claims by sellers of businesses which the Fund may have been contracted to purchase. The Funds expects to periodically incur leverage on a joint and several basis and will potentially have a right of contribution, subrogation or reimbursement from or against such Funds. However, it is possible that, if and when a Fund were to seek to enforce any such right, any such entity could default on its obligation and/or such right may otherwise be unenforceable. It is also possible that certain co-investors (including management, any roll-over investors and/or third-party co-investors) will not share in incurring such leverage and that a Fund will disproportionately bear the risk and/or costs of leverage arrangements. In addition, to the extent a Fund incurs leverage (or provides such guarantees), such amounts may be secured by capital commitments made by the Fund's limited partners and such limited partners' contributions may be required to be made directly to the lenders instead of the Fund. Additionally, the incurrence of leverage or certain guarantees by a Fund or a flow-through entity in (or through) which a Fund invests may cause tax-exempt partners to recognize UBTI.

Bridge Financing. The Funds expect to provide bridge financing to facilitate portfolio company investments. It is possible that all or a portion of a bridge financing will not be recouped within the time period specified in the Governing Documents, in which case the investment would be treated as a permanent investment of a Fund. As a result, a Fund's portfolio could become more concentrated with respect to such investment than initially expected or otherwise provided for under the Fund's investment limitations, certain of which exclude bridge financing investments.

Such bridge financings may be structured as loans to portfolio companies on a short-term, unsecured basis or as an acquisition on an interim basis equity or other interests of portfolio companies in anticipation of a future issuance of equity or long-term debt interests or other refinancing or syndication (including for co-investments, including to co-investors investing through a Fund-controlled and/or managed investment vehicle). Any such investment may include interests that S2G may not have caused a Fund to acquire on a stand-alone basis (including, without limitation, because the risk/return profile or other characteristics of such interests may not be desirable or appropriate for the Fund), and S2G may seek to reduce a Fund's exposure to such interests through disposition, refinancing, co-investment or another transaction. In these situations, a Fund's strategy may depend, in part, on its ability to sell, refinance or otherwise reduce its exposure to such investments after initially agreeing to consummate them. However, for reasons not always in a Fund's control, such issuance of long-term interests or other refinancing or syndication may not occur, and such bridge

loans and interim acquisitions may remain outstanding. Moreover, there can be no assurance in such instances that the terms of any such transaction will be attractive, including because there may not be sufficient interest in the interests, or limited partners or third parties may not accept all or a portion of the amount offered for co-investment. If a Fund is unable to complete such an anticipated transaction, its investments will be less diversified than it otherwise may have been, and the Fund may have greater exposure to certain investments, regions and sub-sectors than intended or desired, including to interests that S2G would not have acquired on a stand-alone basis or to an investment that exceeds the amount that is permitted to be invested in a single investment that does not involve such bridge financings. In addition, to the extent that a Fund is unable to successfully complete a disposition, refinancing, co-investment or other transaction relating to such bridge loans and interim investments, it may incur broken-deal and related costs associated with the pursuit of such transaction.

Any such loan or interim investment made by the Funds involve the risk of loss of the entire amount of such loan or interim investment. Generally, in the case of a Fund reducing an investment involving bridge financings (including through disposition or co-investment), such transaction will be completed at a price negotiated by S2G and the purchaser taking into account the then-relevant facts and circumstances, which may include the Fund's cost of such 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 investment or that it will necessarily or accurately reflect the then-fair value of such investment, all costs and expenses associated therewith, or any interest or other carrying cost that would typically be associated with a loan. In addition, with respect to the making of any such bridge financings in the form of loans, the Funds may be subject to various laws and regulations applicable to lenders, and the holding of such loans could potentially subject the Funds 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 a Fund.

Subscription Line, Asset-Backed Facilities and Fund-Level Borrowing. As indicated above, the Funds are permitted to enter into a subscription line with one or more lenders in order to finance their operations, including the acquisition, financing or refinancing of a Fund's investments and the payment of expenses, as well as to consolidate or make less frequent capital calls to limited partners. Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of S2G's right to call capital from the limited partners, limited partners may be obligated to contribute capital directly to a Fund's lenders and/or contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against a Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

With respect to any asset-backed facility entered into by a Fund (or an affiliate thereof), a decrease in the market value of the Fund's investments would increase the effective amount of leverage and could result in the possibility of a violation of certain financial covenants pursuant to which the Fund must

either repay the borrowed funds to the lender, which would, subject to any limitations set forth in the Governing Documents require limited partners to make additional capital contributions in respect of such borrowings, or suffer foreclosure or forced liquidation of the pledged assets. Liquidation of a Fund's investments at an inopportune time in order to satisfy such financial covenants could adversely impact the performance of the Fund and could, if the value of its investments had declined significantly, cause the Fund to lose all or a substantial amount of its capital. Moreover, if additional capital contributions were required to satisfy such financial covenants, this would effectively reduce the amount of capital available for other investments and potentially adversely affect the diversification of a Fund's portfolio. In the event of a sudden, precipitous drop in the value of a Fund's assets, the Fund might not be able to dispose of assets quickly enough to pay off its debt, resulting in a foreclosure or other total loss of some or all of the pledged assets.

In addition, Fund-level borrowing will result in additional expenses that will be borne by limited partners. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, including amendment fees as well as legal fees relating to the establishment, structuring and negotiation of the terms of the borrowing facility (and any amendments or renegotiation thereof), as well as expenses relating to maintaining, renegotiating, amending or terminating the facility. Because a subscription line's interest rate is typically based in part on the creditworthiness of the limited partners and the terms of the Governing Documents, it may be higher than the interest rate a limited partner could obtain individually.

To the extent a particular limited partner's cost of capital is lower than a Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns. Calculations of performance in respect of a Fund as used in marketing and reported to limited partners are generally based on the payment date of capital contributions received from limited partners and not the date of an investment by the Fund. This treatment also applies in instances where a Fund utilizes borrowings under the Fund's subscription line in advance of receiving capital contributions from limited partners to repay any such borrowings and related interest expense. Conflicts of interest have the potential to arise in that the use of a subscription line or other borrowing or guarantees generally will result in a higher reported performance than if the facility had not been utilized and instead such limited partners' capital had been contributed at or prior to the inception of an investment, thereby resulting in benefits to the General Partner and its affiliates such as increasing the likelihood that the preferred return component of the Fund's Carried Interest arrangement will be met. A portfolio company financing from a subscription line, rather than from a Fund-level equity commitment, has the potential to increase such returns, particularly in instances where the relevant amount has been drawn for an extended period of time. Because Management Fees are incurred whether an investment is financed through capital calls or borrowings, and a Fund's preferred return typically does not accrue on outstanding borrowings, S2G has an incentive to cause the Funds to make investments and/or pay such amounts using a subscription line rather than making capital calls. The use of Fund-level borrowing arrangements, and the repayment or non-repayment thereof, can also

influence the determination of the end of a Fund's investment period, and cause or defer a related change in the basis of a Fund's Management Fee calculation under the Governing Documents.

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

A credit agreement or borrowing facility typically contains other terms that restrict the activities of the Funds and the limited partners or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on S2G's ability to consent to the direct or indirect transfer of a limited partner's interest in a Fund or impose concentration or other limits on a Fund's investments (and/or financial or other covenants that could affect the implementation of the Fund's investment strategy). In addition, in order to secure a subscription line, S2G is often required to request certain financial information and other documentation from limited partners to share with lenders. S2G will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows a Fund to make investments and pay expenses without calling capital, potentially for extended periods of time. To the extent provided in the Governing Documents, any such borrowing may remain outstanding for such time as S2G deems appropriate, potentially including through disposition of such investment, and the interest expense and other costs of any such borrowings will be Fund expenses that may decrease net returns of the Fund. Calling a large amount of capital at once to repay the then current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had S2G called smaller amounts of capital incrementally over time as needed by the Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. S2G reserves the right to use Fund-level borrowing to pay Management Fees and to reimburse S2G for expenses incurred on behalf of the Funds. The Funds are also permitted utilize fund-level borrowings when S2G expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If a Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

For purposes of distributions by the Funds, subject to the Governing Documents, limited partners would not receive a preferred return accrual on the amount invested by a Fund until such time as capital may be called from limited partners in respect of the investment.

If an investment appreciates in value and is disposed of prior to repayment of the borrowing, the disposition proceeds would be applied to repay the borrowing (and related interest and expenses), and the net proceeds would be distributed without a preferred return accrual on the amount invested by the Fund (due to the absence of invested capital funded by limited partners prior to the determination of Carried Interest distributions). Accordingly, borrowings by the Funds may support the distribution of proceeds to limited partners and increase the potential Carried Interest for the General Partners; however, the interest incurred by the Funds due to such borrowing would reduce such distributions and the Carried Interest received by the General Partners. If an investment acquired with proceeds of such borrowing loses value, limited partners may be subject to capital calls to fund that loss as a Fund expense by repaying the credit facility, including related interest and expenses. Subject to the limitations in the Governing Documents, if any, this conflict of interest may incentivize S2G to permanently fund the acquisition and ongoing capital needs of investments of the Funds and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never if principal and interest on such borrowings are repaid out of disposition proceeds).

Investment- and Intermediate Entity-Level Borrowing. Under the Governing Documents, certain Funds are authorized to incur indebtedness that is secured by any assets of the Fund (e.g., asset-based borrowing, as well as “back leverage” and net asset value (NAV) facilities), and is permitted directly or indirectly through one or more intermediate entities (e.g., special purpose vehicles) to incur indebtedness, including to borrow money from any person, to make guarantees or provide other credit support to any person or to incur any other obligation (including other extensions of credit). Indebtedness is permitted to be incurred for any purpose relating to the activities of such Funds, including without limitation to: finance any investment-related activities of the Fund; increase the buying power of the Fund; provide interim financing to the extent necessary to consummate the purchase of investments prior to the receipt of permanent financing or capital contributions or distributions (as applicable); pay for Fund expenses or fund the payment of Management Fees; make, hold or dispose of investments; provide financing or refinancing; fund the payment of amounts to withdrawing limited partners; fund distributions to the partners; and provide collateral to secure outstanding letters of credit or to create reserves, in each case in accordance with the Governing Documents. Additionally, certain Funds are expected to enter into letters of credit in support of one or more of its investments, including for the purpose of such Fund agreeing to fund additional equity financing or capital expenditures into a portfolio company (regardless of who the beneficiary to such letter of credit may be) at a certain time or upon the occurrence of a certain event. Although in many cases the Governing Documents impose limits on borrowings at the Fund level, portfolio investments and intermediate entities generally do not have such limits on their ability to engage in borrowings or incur leverage with respect to all or a portion of the relevant investments.

Reliance on the General Partners. The Funds will be entirely dependent on the General Partners. Limited partners will not have any right or power to take part in the management of the Funds, and the General Partners generally will control the operations of the Funds (including decisions with respect to structuring, restructuring, negotiating, purchasing, financing and eventually divesting investments on behalf of the Funds). As a result, the performance of the Funds' investments will depend largely on the business and investment acumen of the principals, and the loss or reduction of service of one or more of the principals could significantly and adversely affect the Funds' ability to achieve their investment objectives. In addition, subject to the provisions in the Governing Documents, the principals currently, and are expected in the future to, manage or advise multiple investments, investment products and/or Funds (including those owned by an anchor investor (the "Anchor Investor") in certain Funds), and the principals expect that they will need to devote substantial amounts of their time and attention to the investment activities of such other investments, investment products and/or Funds, which is expected to pose potential conflicts of interest. In addition, certain changes in a General Partner or circumstances relating to a General Partner may have an adverse effect on a Fund or one or more of its portfolio companies (including acceleration of potential debt facilities). The composition of the professionals making up particular investment teams may change over time. Certain of the professionals may leave such team or S2G during the life of the Funds. Furthermore, there can be no assurance that the Funds' investments will achieve results similar to those attained by previous investments of the principals. In addition, the Funds' investments could differ from previous investments made by the principals in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular portfolio company, types of portfolio companies within a particular industry sector, amount of leverage used, structure, market conditions and holding period.

Although S2G will monitor the performance of each Fund investment, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Although the Funds generally intend to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the management of such companies will be able or willing to successfully operate a company in accordance with the Funds' objectives.

Risks in Effecting Operating Improvements. The success of the Funds' investment strategy is likely to depend, in part, on the ability of S2G to assist in sustaining the growth rates of, and/or effecting improvements in, the operations of certain portfolio companies. Identifying and implementing operational improvements at portfolio companies entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key portfolio company personnel and disrupt normal business. There can be no assurance that S2G will be able to successfully assist in sustaining growth rates and/or identifying and implementing operational improvements.

Additionally, it is expected that the Operating Partners will provide assistance to one or more portfolio companies. S2G and its affiliates exercise discretion over the allocation of Operating Partners' time and attention, which time and attention and recommendations, as applicable, generally will not be

focused evenly across the Funds' portfolio companies. There can be no assurances that any assistance provided by the Operating Partners will have the intended impact or improve the performance of any portfolio company, and portfolio companies that receive less time and attention by the Operating Partners relative to other portfolio companies may not have similar performance improvements.

Conflicting Limited Partner Interests. Limited partners can be expected to have conflicting investment, tax, and other interests with respect to their investments in the Funds, including conflicts relating to the structuring and timing of investment acquisitions and dispositions. Conflicts will potentially arise in connection with decisions made by S2G regarding investments that will potentially be more beneficial to certain limited partners than to others, especially with respect to tax matters. In structuring, acquiring and disposing of investments, S2G generally will consider the investment, tax and other relevant objectives of each Fund and the partners as a whole, rather than the investment, tax or other objectives of any limited partner individually. Additionally, S2G is authorized to elect to exclude certain limited partners from particular investments for legal, tax, regulatory, accounting or other reasons applicable to any such investment, in which case non-excluded limited partners will be allocated a greater proportionate interest in such investment. It is also possible that a Fund or the portfolio companies will be counterparties or participants in agreements, transactions, or other arrangements with a limited partner or an affiliate of a limited partner. Such transactions have the potential to include agreements to pay performance fees to service providers affiliated with limited partners in connection with the investment therein, which will reduce a Fund's returns and will not necessarily be subordinated to the return of the limited partner's capital contributions. Such limited partners described in the previous sentences may therefore have different information about S2G and a Fund than limited partners not similarly positioned. In addition, potential conflicts of interest will arise in dealing with any such limited partners, and S2G and its affiliates will not always be motivated to act solely in accordance with its interest relating to the Funds. Similarly, not all limited partners monitor their investments in vehicles such as the Funds in the same manner. For example, certain limited partners may periodically request from S2G information regarding a Fund and its investments that is not otherwise set forth (or has yet to be set forth) in the reporting and other information required to be delivered to all limited partners. In such circumstances, S2G is permitted to provide such information to such limited partner, which does not mean S2G will be obligated to affirmatively provide such information to all limited partners (although S2G will generally provide the same information upon request and treat limited partners equally in that regard). As a result, certain limited partners may have more information about a Fund than other limited partners, and S2G will have no duty to ensure all limited partners seek, obtain, or process the same information regarding the Funds and/or their investments.

Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes. There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the private fund industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Funds' activities, including the ability of the Funds to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

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

Additionally, the Funds may be required to incur additional costs and expenses in implementing structural changes in the conduct of the Funds' business, including to establish greater presence in certain jurisdictions in which the Funds invests or proposes to invest, and the Funds may also become directly or indirectly subject to additional tax liabilities (for example, through restrictions on or denial of the deductibility of interest expenses against taxable profits). The foregoing may make it less attractive or impractical to continue to invest in one or more jurisdictions. Additionally, such additional scrutiny may divert S2G's time, attention and resources from portfolio management activities.

In light of the heightened regulatory environment in which the Funds operate and the ever-increasing regulations applicable to private investment funds and their investment advisers, it has become increasingly expensive and time-consuming for S2G and its affiliates to comply with such regulatory reporting and compliance-related obligations. Any further increases in the regulations applicable to private investment funds generally or the Funds, the General Partners or S2G in particular may result in increased expenses associated with the Funds' activities and additional resources of S2G being devoted to such regulatory reporting and compliance-related obligations, which may reduce overall returns for limited partners in the Funds or have an adverse effect on the ability of the Funds to effectively achieve their investment objective. Increased reporting, registration and compliance requirements may divert the attention of personnel and the management teams of S2G, and may furthermore place the Funds at a competitive disadvantage to the extent that S2G is required to disclose sensitive business information.

As private fund advisers and other alternative asset managers become more influential participants in the U.S. and global financial markets and economy generally, the private fund industry has recently been subject to criticism by some politicians, regulators and market commentators. Elements of organized labor and other representatives of labor unions have embarked on a campaign targeting private fund advisers on a variety of matters of interest to organized labor, including with respect to affording favorable treatment or significant deference to organized labor and labor unions in dealings with portfolio companies. There can be no assurance that the foregoing will not have an adverse impact on S2G or the Funds or otherwise impede the Funds' activities.

Energy Sector Investments - Generally. The Funds expect to invest in the energy sector and related sub-sectors. The global energy markets have recently been, and may continue to be, volatile and may cause

large fluctuations in the value of the Funds' assets. Among the factors that can cause volatility and wide fluctuations in the energy sector generally are: (i) worldwide or regional demand for energy, which is affected by economic conditions; (ii) the domestic and foreign supply, availability of storage capacity and inventories of oil and gas; (iii) weather conditions, including abnormally mild winter or summer weather, and abnormally harsh winter or summer weather; (iv) availability and adequacy of pipeline and other transportation facilities; (v) governmental regulations, tariffs and taxes; (vi) geopolitical conditions in gas or oil producing regions and countries, including the risk of nationalization of the natural gas and related sectors; (vii) the ability of members of the organization of petroleum exporting countries to agree upon and maintain oil prices and production levels; (viii) the price and availability of alternative fuels; (ix) international and regional trade contracts; (x) labor contracts; and (xi) the impact of energy conservation efforts. The Funds' portfolio may be affected by such factors. In addition, a slowdown in the global economy may affect the success of the Funds' investment in the energy sector because it may affect interest rates, availability of credit, inflation rates and currency exchange rates, which in turn may have a negative impact on the price and demand for certain energy products.

The energy sector is subject to comprehensive U.S. federal, state, local and international laws and regulations. Regulation of commodity interests and energy markets is extensive and constantly changing; future regulatory developments are impossible to predict but may significantly and adversely affect the Funds. The regulation of commodity interest transactions in the U.S. is a rapidly changing area of law and is subject to ongoing modification by governmental and judicial action. In addition, various national governments have expressed concern regarding the disruptive effects of speculative trading in the energy markets and the need to regulate the derivatives markets in general. The effect of any future regulatory change on the energy markets is impossible to predict, but could be substantial and adverse.

Renewable Energy Market is Uncertain. The market for renewable energy assets and businesses continues to evolve rapidly. Diverse factors, including the cost-effectiveness, performance and reliability of renewable energy technology, changes in weather and climate and availability of government subsidies and incentives, as well as the potential for unforeseeable disruptive technology and innovations, present potential challenges to investments in renewable assets. Renewable resources (e.g., wind, solar, hydro, geothermal, etc.) are inherently variable. Variability may arise from site specific factors, daily and seasonal trends, long-term impact of climatic factors, or other changes to the surrounding environment. Variations in renewable resource levels impact the amount of electricity generated, and therefore cash flow generated, by renewable energy investments. Renewable power generation sources currently benefit from various incentives in the form of feed-in-tariffs, rebates, tax credits, regulations that require an increased production of energy from renewable energy sources, and other incentives. The reduction, elimination or expiration of government subsidies and economic incentives (or other changes in renewable energy related policies in relevant jurisdictions) could adversely affect the cashflows and value of a particular portfolio company, the flow of potential future investment opportunities and the value of any platform in the sector.

In addition, the development and operation of renewable assets may at times be subject to public opposition. For example, with respect to the development and operation of wind projects, public concerns and objections often center around the noise generated by wind turbines and the impact such turbines have on wildlife. While public opposition is usually of greatest concern during the development stage of renewable assets, continued opposition could have an impact on ongoing operations.

Risks Relating to Renewable Energy Generation and Storage. The Funds will make investments in renewable energy and storage projects. The market for renewable energy is rapidly evolving. If the historic political support for renewable energy deployment changes materially (including as a result of changes in market conditions, such as a decrease in the price of fossil fuels), or changes occur in respect of state or federal subsidies, the Funds' investments in renewable energy and storage projects generally could be adversely affected. Because the renewable energy and storage industries are still emerging, investments tend to be more volatile and are more uncertain.

Investments in renewable energy, storage, and related businesses and/or assets currently may enjoy support from national, state and local governments and regulatory agencies designed to finance or support the financing and development thereof. Examples of such support at the federal level in the U.S. include federal investment tax credits and federal production tax credits, and grants from the U.S. Department of the Treasury. At the state level, currently there are a broad range of energy policies and programs relevant to renewable energy and storage resources. Some of the U.S. states or other jurisdictions have adopted Renewable Portfolio Standards ("RPS"), or similar requirements that support the sale of electricity generated from renewable energy and/or storage resources. Under such programs, electric utility suppliers may satisfy their RPS requirements by purchasing renewable energy or renewable energy credits, or the like, from producers of electricity generated from renewable sources. Similar support, initiatives and arrangements exist in non-U.S. jurisdictions as well, in particular the EU. Non-U.S. jurisdictions may have more variable views on policies regarding renewable energy (and for example may be more willing or likely to abandon initiatives regarding renewable energy and storage in favor of more carbon-intensive forms of traditional energy generation).

The combined effect of these programs is to subsidize, in part, the development, ownership and operation of renewable energy and/or storage projects, particularly in markets where the low cost of fossil fuels may otherwise make the cost of producing energy from renewable sources uneconomic. The operation and financial performance of any renewable energy and/or storage investment may be significantly dependent on governmental policies and regulatory frameworks that support renewable energy and storage resources. There can be no assurance that government support for renewable energy and storage will continue, that favorable legislation will pass, or that the electricity produced by the renewable energy or storage investments will continue to qualify for support through RPS or other programs. The elimination of, or reduction in, government policies that support renewable energy and storage could have a material adverse effect on a renewable energy portfolio company's financial condition or results of operations. Any reduction in or elimination of these programs could

have an adverse effect on development of renewable energy and storage resources, as was demonstrated, in the context of wind resources, by the significant reduction in wind power development projects between the end of 2003 when the federal production tax credit expired and the reinstatement of such credit by the U.S. Congress in October 2004. To the extent any tax credits, other favorable tax treatment or other forms of support for renewable energy or storage are changed, the Funds' renewable energy investments may be negatively impacted.

Regardless of the favorability of the regulatory environment, and potential changes thereto, in a given jurisdiction, renewable energy and/or storage projects are subject to risks that could adversely impact the Funds. At the development phase, renewable energy and/or storage projects are subject to risks related to project siting, supply chain for necessary equipment, financing, construction, permitting, the environment, governmental approvals and the negotiation of project development agreements. Such projects are also subject to the risk that both the supply and demand fundamentals in the market could change before project completion, including the risk that a state or other governmental authority could seek to procure additional or alternative generation resources.

Renewable energy and storage projects that become operational, or that are already operating when the Funds acquire an interest in such projects, are subject to various additional risks. Renewable energy and storage resources can be materially adversely affected by weather conditions, including, but not limited to, the impact of severe weather, which can directly influence the demand for, and price of, electricity; alter a renewable energy resource's electrical output and/or a storage resource's ability to charge or discharge; and damage a renewable energy and/or storage resource or associated equipment. Operation and maintenance of renewable energy and/or storage projects involves significant risks, in addition to weather, that could result in unplanned power outages, reduced output or capacity of a facility, personal injury, or loss of life. Such risks include, but are not limited to, fires and explosions (including those caused by a renewable energy or storage resource), equipment failure, technical performance below expected levels, operator or contractor error or failure to perform, design or manufacturing defects, failure to comply with permits, force majeure, and other catastrophic events. In addition, renewable energy and storage resources are dependent on interconnection and transmission facilities, typically owned and operated by third parties, to deliver energy. If such interconnection and transmission facilities become partially or fully unavailable, or if the cost of interconnection becomes prohibitively expensive, which can happen as a result of numerous factors, it could negatively impact renewable energy and/or storage resources dependent thereon.

Any of the various risks associated with renewable energy and storage resources could result in both regulatory risk and contract risk by, for example, adversely impacting such resources' ability to satisfy regulatory and/or contractual obligations to satisfy certain performance criteria. Further, independent of the above risks, renewable energy and storage resources are generally subject to competition in the market, including from conventional sources of energy. At any time, a renewable energy or storage resource's ability to compete in the market could be adversely impacted by changes in supply and demand, technological change, and other variables beyond the Funds' control.

Reliance on Estimates of Reserves. Estimates of energy and natural resources reserves and of factors such as solar energy intensity and movement of wind and water flow (for solar, wind and hydroelectric power, respectively) by qualified engineers are often a key factor in valuing certain energy and natural resource companies and related infrastructure assets or businesses. The process of estimating reserves is complex, requiring significant decisions and assumptions in the evaluation of available geological, geophysical, engineering and economic data. These estimates are subject to wide variances based on changes in commodity prices and certain technical assumptions. Accordingly, it is possible for such estimates to be significantly revised, creating significant changes in the value of the assets or business owning such reserves.

Environmental, Social and Governance (“ESG”). S2G is in the process of adopting an ESG Policy (the “ESG Policy”), which it intends to apply (as applicable) to the Funds’ investment activities, consistent with and subject to their fiduciary duties and applicable legal, regulatory or contractual requirements once it is completed. Depending on the investment, ESG factors, including greenhouse gas (“GHG”) emissions, energy management, community relations, worker health and safety, environmental compliance, and business ethics and transparency, could have a material effect on the return and risk profile of the investment. The act of selecting and evaluating material ESG factors is subjective by nature, S2G may be subject to competing demands from different limited partners and other stakeholder groups with divergent views on ESG matters, including the role of ESG factors in the investment process, and there is no guarantee that the criteria utilized or judgment exercised by S2G or a third-party ESG advisor will reflect the beliefs or values, internal policies or preferred practices of any particular limited partner or other asset managers or reflect market trends. Although S2G views the consideration of ESG to be an opportunity to potentially enhance or protect the performance of its investments over the long-term, S2G cannot guarantee that its ESG program, which depends in part on qualitative judgments, will positively impact the performance of any individual investment or the Funds as a whole. Similarly, to the extent S2G or a third-party ESG advisor engages with portfolio companies on ESG-related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the performance of the investment. Successful engagement efforts on the part of S2G or a third-party ESG advisor will depend on S2G’s or any relevant third-party advisor’s ability to engage with the relevant investment and skill in properly identifying and analyzing material ESG and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

The materiality of ESG factors on an individual asset or issuer and on a portfolio as a whole depends on many factors, including the relevant industry, location, asset class and investment strategy. ESG factors, issues, and considerations do not apply in every instance or with respect to each investment held, or proposed to be made, by the Funds, and will vary greatly based on numerous criteria, including, but not limited to, location, industry, investment strategy, and issuer-specific and investment-specific characteristics. In evaluating a prospective investment, S2G often depends upon information and data provided by the entity or obtained via third-party reporting or advisors, which may be incomplete or inaccurate and could cause S2G to incorrectly identify, prioritize, assess or analyze the entity’s ESG practices and/or related risks and opportunities. S2G does not intend to

independently verify certain of the ESG information reported by investments of the Funds, and may decide in its discretion not to utilize, report on, or consider certain information provided by such investments. Any ESG reporting will be provided in S2G's sole discretion.

In addition, S2G's ESG Policy and associated procedures and practices are expected to change over time. S2G is permitted to determine in its discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing or other considerations. It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for S2G to adhere to all elements of the Funds' investment strategy, including with respect to ESG risk and opportunity management, whether with respect to one or more individual investments or to the Funds' portfolio generally.

Further, ESG integration and responsible investing practices as a whole are evolving rapidly and there are different principles, frameworks, methodologies and tracking tools being implemented by asset managers, and S2G's adoption of and adherence to such principles, frameworks, methodologies and tools may vary over time. For example, S2G's ESG Policy is not expected to represent a universally recognized standard for assessing ESG considerations. Any ESG-related initiatives to which S2G is or becomes a signatory, member, or supporter may not align with the approach used by other asset managers (or preferred by prospective limited partners) or with future market trends. There is no guarantee that S2G will remain a signatory, supporter or member of such initiatives or other similar industry frameworks.

ESG-related Legal Developments. There is growing regulatory interest across jurisdictions, particularly in the U.S., UK, and EU (which may be looked to as models in growth markets), in improving transparency around how asset managers identify and manage financially material ESG risks as well as how they define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. At the same time, anti-ESG sentiment has also gained momentum across the U.S., with several states and Congress having proposed or enacted "anti-ESG" policies, legislation or initiatives or issued related legal opinions. Additionally, asset managers have been subject to recent scrutiny related to ESG-focused industry working groups, initiatives, and associations, including organizations advancing action to address climate change or climate-related risk. Further, some conservative groups and Republican state attorneys general have asserted that the Supreme Court's decision striking down race-based affirmative action in higher education in June 2023 should be analogized to private employment matters and private contract matters. Several new cases alleging discrimination based on similar arguments have been filed since the decision, which has escalated scrutiny of certain practices and initiatives related to diversity, equity, and inclusion ("DEI"). Such anti-ESG and anti-DEI-related policies, legislation, initiatives, litigation, legal opinions and scrutiny could expose S2G to the risk of antitrust investigations or challenges and enforcement by state or federal authorities, result in penalties and reputational harm and require certain limited partners to divest or discourage certain limited partners from investing in S2G's funds. S2G's ESG program, DEI initiatives, and S2G could become subject to additional regulation, regulatory scrutiny, penalties, or enforcement in the future, and S2G cannot guarantee that its current approach (including the ESG

Policy) or the Funds' investments will meet future regulatory requirements, reporting frameworks or best practices, increasing the risk of related enforcement. Compliance with new requirements may lead to increased management burdens and costs.

Weather and Climate Risk. Global climate change is widely considered to be a significant threat to the global economy. Real estate assets in particular may face risks associated with climate change, including risks related to the impact of climate-related legislation and regulation (both domestically and internationally), risks related to climate-related business trends, and risks stemming from the physical impacts of climate change, such as the increasing frequency or severity of extreme weather events and rising sea levels and temperatures. Additionally, the Paris Agreement and other regulatory and voluntary initiatives launched by international, federal, state, and regional policymakers and regulatory authorities as well as private actors seeking to reduce GHG emissions may expose real estate assets to so-called "transition risks" in addition to physical risks, such as: (i) political and policy risks (e.g., changing regulatory incentives and legal requirements, including with respect to GHG emissions, that could result in increased costs or changes in business operations), (ii) regulatory and litigation risks (e.g., changing legal requirements that could result in increased permitting, tax and compliance costs, changes in business operations, or the discontinuance of certain operations, and litigation seeking monetary or injunctive relief related to impacts related to climate change), (iii) technology and market risks (e.g., declining market for assets, products and services seen as GHG intensive or less effective than alternatives in reducing GHG emissions) and (iv) reputational risks (e.g., risks tied to changing investor, customer or community perceptions of an asset's relative contribution to GHG emissions). S2G cannot rule out the possibility that climate risks, including changes in weather and climate patterns, could result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment activities or the effective management of real estate assets once undertaken, any of which could have a material adverse effect on an investment, or the Funds.

Further, certain industrial companies, sectors and assets are particularly sensitive to weather and climate conditions. There can be no assurance that weather and climate patterns will remain constant or be predictable throughout the term of the Funds. Accordingly, the profitability of certain of the Funds' investments may be adversely affected by weather and climate changes, thereby potentially decreasing aggregate returns to the Funds.

Non-U.S. Investments. The Funds are permitted to invest in portfolio companies that are organized or headquartered or have substantial sales or operations outside of the United States, its territories and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of the Funds), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on the Funds and/or the partners with respect to the Funds' income, and possible non-U.S. tax return filing requirements for the Funds and/or the partners.

Additional risks of non-U.S. investments include: (i) economic dislocations in the host country; (ii) less publicly available information; (iii) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (iv) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (v) civil disturbances; (vi) government instability; (vii) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies; and (viii) restrictions on or required governmental approvals for repatriation of capital interest and dividends paid on securities held by the Funds.

General Partner's Carried Interest and Management Fee. As is generally the case in private funds, the Governing Documents provides that certain Funds' Management Fees will be calculated and charged on a basis that generally is not tied to a Fund's then-current net asset value. As further specified in the Governing Documents, from the effective date of a Fund until the end of the Fund's defined investment period (the "Stepdown Date"), Management Fees generally will be charged based on a formula tied to the amount of the Fund's aggregate commitments. Further, after the Stepdown Date, Management Fees generally will be charged and calculated based on a formula tied to the amount of investment contributions (including, where applicable, a Fund borrowing component) made by the Fund with respect to investments that have not been disposed of or completely written-off for U.S. federal income tax purposes (such investments, "Impaired Value Investments").

Under the Governing Documents, where the fair market value of an investment exceeds the total amount of investment contributions relating to such investment, post-Stepdown Date Management Fees will not be calculated based upon such appreciated value, and will instead continue to be calculated based on the amount of such investment contributions. Conversely, the Governing Documents do not require Management Fees to be reduced or refunded following the occurrence of a writedown, decrease (including a significant decrease) in fair value or other event not constituting a complete realization, such as a reorganization, roll-over investment in connection with a sale or dividend distribution, except in the case of investments meeting the relevant Impaired Value Investment standard under the Governing Documents. For the avoidance of doubt, following the Stepdown Date, an investment in a portfolio company that would otherwise be an Impaired Value Investment with respect to such portfolio company would generally only be treated as an Impaired Value Investment to the extent that the fair market value of all remaining investment(s) in such portfolio company is less than the amount of total investment contributions relating to all existing and former investment(s) in such portfolio company as of the date of the relevant event.

As a result, the amount of Management Fees generally will not correspond with fluctuations in the net asset value of individual investments or of the Fund, including following a Fund's investment period, and will not be reduced in connection with any write downs (whether temporary or permanent), except in the case of Impaired Value Investments. Except where the Governing Documents expressly provides to the contrary, Management Fees will not be reduced (in whole or in part) in the case of partial distributions (e.g., those resulting from a dividend recapitalization) or reorganizations, restructurings, roll-over investments, extraordinary dividends or similar transactions or in

circumstances where a Fund divests its investment(s) in the relevant portfolio company, whether in whole or in part, in each case in circumstances that do not result in the complete disposition of the Fund's interest therein, and even in cases where the value of the Fund's investment or the Fund's ownership percentage in such investment has been reduced (including substantially reduced) as a result of such transaction.

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

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

The Governing Documents provides S2G with wide-ranging authority to make determinations, including those related to investment purchases and dispositions (and their timing), valuation and other matters that in each case have the potential to affect the compensation of S2G and its affiliates. In making such determinations, S2G is subject to potential conflicts of interest. For example, the potential to earn additional compensation creates an incentive for S2G to make investments and to hold investments longer than otherwise would be the case in the absence of a Fund's Management Fee and Carried Interest compensation arrangements. S2G expects to be incentivized to cause the Funds to make, hold, value and/or dispose of investments (and to delay or forego a determination that the investments are Impaired Value Investments) in order to receive greater ongoing Management Fees and, potentially, earlier and/or larger Carried Interest distributions than would otherwise be the case. Where the Management Fee is calculated taking into account the valuation of an investment, S2G will have incentives to make determinations that result in the continued payment of, or a higher, Management Fee. Where a Fund's Governing Documents do not require Management Fees to be reduced in connection with investment reorganizations, restructurings, roll-over investments, extraordinary dividends or similar transactions, S2G expects to be incentivized to pursue such transactions. Additionally, the amount of Carried Interest owed to S2G is dependent in part on the amount and timing of investment dispositions, as well as in certain instances determinations that investments are Impaired Value Investments, and S2G expects to be subject to related conflicts of interest in determining whether and when to dispose of investments, make distributions, and/or determine that an investment is an Impaired Value Investment, within the requirements of the Governing Documents. The Governing Documents provides S2G with wide-ranging authority on the determination of Impaired Value Investments, and the criteria used by S2G or its affiliates in valuing an investment, or determining whether an investment is an Impaired Value Investment, have the potential to be subjective, to be influenced by market information and other factors, and to vary over time. There can be no assurance that a third party or limited partner would agree with the substance or timing of S2G's determination that an investment is an Impaired Value Investment, and, except as

set forth in the Governing Documents, neither S2G nor its affiliates is obligated to follow any third-party methodology in making its determination on whether an investment meets the relevant standards or whether value can be recovered or retained during a Fund's holding period. S2G is entitled to make its own determination taking into account all facts and circumstances it deems relevant, subject to the provisions of the Governing Documents. As a general matter, the standards for determining Impaired Value Investments are intended to be high, and are not intended to apply to investments experiencing partial or temporary declines in value. Because the amount of compensation to S2G and its affiliates is dependent in part on an investment's status as an Impaired Value Investment, S2G faces potential conflicts of interest in determining whether an investment meets, or continues to meet, the relevant criteria. Although S2G and its affiliates intend to operate in accordance with the Governing Documents, as well as S2G's valuation policy, in order to mitigate the potential for subjectivity in making such determinations, there can be no assurance that such policy will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations.

Public Company Holdings. The Funds' investment portfolio may contain securities and debt issued by publicly held companies. Such investments may subject the Funds to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Funds to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the principals, and increased costs associated with each of the aforementioned risks.

Distressed Investments. The Funds are authorized to invest in the securities and obligations, including debt obligations that are in covenant or payment default, of companies experiencing significant financial difficulties and material operating issues, including companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. Investments in such companies involve a substantial degree of risk that is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that the S2G will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. It may take a number of years for the market price of distressed securities to reflect their intrinsic value. In liquidation (both in and out of bankruptcy) and other forms of corporate reorganization, there exists the risk that the reorganization either will be unsuccessful (e.g., due to failure to obtain requisite approvals), or will be delayed (e.g., until various liabilities, actual or contingent, have been satisfied). In the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, a Fund may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which such Fund invested.

Director Liability. Certain Funds will seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests (each, a “Board Representative”). In those instances where a Fund is not the sole shareholder of the applicable portfolio company, a Board Representative may have duties to persons and/or entities other than the Fund. Serving on the board of directors (or similar governing body) of a portfolio company will expose a Board Representative, and ultimately the Fund, to potential liability. Not all portfolio companies may obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from a Fund’s investment activities. Co-investors and/or co-investment vehicles may indirectly benefit from S2G’s appointment of such directors, although co-investors (including their respective co-investment vehicle, even if managed by S2G) will not typically bear the cost of liability insurance related to such appointment to the extent additional liability insurance is purchased by a Fund.

Litigation. In the ordinary course of its business, the Funds and their portfolio companies may be subject to litigation from time to time. Additional regulation could also increase the risks of third-party litigation. The outcome of such proceedings may materially adversely affect the value of the Funds and their portfolio companies and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of S2G’s and the principals’ time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Limited Partner Advisory Committee. S2G will appoint one or more limited partner representatives to a Fund’s Limited Partner Advisory Committee (“LPAC”), which has the ability to review and waive compliance with certain provisions of the Governing Documents, including resolving potential conflict of interest situations, and whose approval is required or may be requested in certain circumstances under the Governing Documents, including certain approvals or consents required by U.S. federal securities laws. Pursuant to the terms of the Governing Documents, all limited partners are bound by the determinations of a Fund’s LPAC, regardless of whether a limited partner is represented by a member of the LPAC. The Governing Documents provides that to the fullest extent permitted by applicable law, none of the LPAC members shall owe any fiduciary duties to the Funds or any other partner. Members of a Fund’s LPAC may have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to the LPAC for consideration or review. In addition, limited partners with representatives on a Fund’s LPAC potentially will have various business and other relationships with S2G and its partners, employees and affiliates. The Anchor Investor will have a representative on the LPAC of certain Funds. These relationships may influence their decisions as members of the LPAC. S2G is authorized to appoint limited partners to a Fund’s LPAC in its sole discretion, and is permitted to consider various factors including the timing and amount of a limited partner’s commitment to the Funds, S2G’s perception of a limited partner’s effectiveness on a Fund’s LPAC, legal and regulatory considerations, the interests of the limited partner and the degree to which they are likely to align with a Fund and S2G and other factors

including similar to those set forth with respect to co-investors. To the extent members of a Fund's LPAC vote regarding conflicts or otherwise participate in matters involving a vote or action, such members may not vote solely in accordance with their interests related to the Fund and may vote in a manner that is beneficial to such members' other interests at the expense of the Fund. Such members are unrestricted from voting and have the potential to affirmatively vote in a manner that is in their own interest and adverse to the interest of other limited partners. Finally, LPAC members may choose to abstain from voting on certain issues, which means that certain votes and issues could be decided only by non-abstaining members and less than a complete group of LPAC members.

General Partner Deemed Capital Contributions. A portion of a General Partner's commitment will be satisfied through deemed capital contributions, rather than cash contributions, and there will be a corresponding reduction in Management Fees. At the times a General Partner is credited with deemed capital contributions, limited partners (other than certain limited partners with respect to which Management Fees are not charged) will be required to make additional capital contributions to the Fund. This may result in an acceleration of limited partner capital contributions. In addition, due to the reduced Management Fees or timing of receipt of compensation subject to Management Fee offsets (as described below), it is possible that such offsets will not be fully realized by the limited partners until liquidation of the Fund and the refunding of any unapplied offset, resulting in a benefit to the General Partner until such liquidation.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. Furthermore, such confidence may be adversely affected by local, regional or global health crises including but not limited to the rapid and pandemic spread of novel viruses commonly known as SARS, MERS and COVID-19. Such health crises could exacerbate political, social and economic risks previously mentioned and result in significant breakdowns, delays and other disruptions on a local, regional and global scale, which are likely to have adverse effects on the operating performance of affected portfolio companies. A climate of uncertainty, including the spread of infectious viruses or diseases, may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of the Funds and their portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by the Funds and result in longer holding periods for investments. Furthermore, such uncertainty, including the uncertainty stemming from the spread of infectious viruses or diseases, or general economic downturn may have an adverse effect upon the Funds' portfolio companies.

Market Conditions. The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for the Funds and may affect the Funds' ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) will also increase the risks inherent in the Funds' investments and could have a negative impact on the performance and/or valuation of the portfolio companies. The Funds' performance can be affected by deterioration in the capital markets and by market events, such as the onset of the credit crisis in the summer of 2007, the downgrading of the credit rating of the United States in 2011 and the COVID-19 pandemic, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and limited partners' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and the Funds' performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of the Funds to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of a Fund to pay break-up, termination or other fees and expenses in the event a Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices that S2G believes reflect the fair value of such investments. The impact of market and other economic events may also affect a Fund's ability to raise funding to support its investment objective.

Terrorist Activities; Military Conflicts. Terrorist activities, anti-terrorist efforts, armed conflicts involving the United States or its interests abroad and natural disasters may adversely affect the United States, its financial markets and global economies and could prevent the Funds from meeting their investment objectives and other obligations. The potential for future terrorist attacks, the national and international response to terrorist attacks, acts of war or hostility and natural disasters have created many economic and political uncertainties in the past and may do so in the future, which may adversely affect the United States and world financial markets and the Funds for the short or long-term in ways that cannot presently be predicted.

Deterioration of Credit Markets May Affect Ability to Finance and Consummate Investments. The ability of the Funds and the portfolio companies to effectively execute their respective strategies will be dependent, in some respects, on the health of the U.S. and global credit markets. A widening of credit spreads, coupled with the deterioration of the subprime and global debt markets and/or a rise in interest rates, has historically dramatically reduced investor demand for high yield debt and senior bank debt, which in turn has led some investment banks and other lenders to be unwilling to finance new private investments or to only offer committed financing for these investments on unattractive terms during such times. The Funds' ability to generate attractive investment returns may be adversely affected to the extent the Funds are unable to obtain favorable financing terms for its investments. Moreover, to the extent that such marketplace events are not temporary and continue, they may have an adverse

impact on the availability of credit to businesses generally and could lead to an overall weakening of the U.S. and global economies. Such marketplace events also may restrict the ability of the Funds to realize its investments at favorable times or for favorable prices.

Conflicts of Interest. If any matter arises that S2G determines constitutes an actual or potential conflict of interest, S2G reserves the right to take such actions as it believes necessary or appropriate to ameliorate such conflict (and upon taking such actions, S2G will be relieved of any responsibility for, and liability related to, such conflict to the fullest extent not prohibited by law and shall be deemed to have satisfied its fiduciary duties related thereto to the fullest extent not prohibited by law, including in each case, the Advisers Act). These actions are permitted to include, by way of example: (i) disposing of the security giving rise to the conflict of interest; (ii) appointing an independent fiduciary to act with respect to the matter giving rise to the conflict of interest; (iii) in connection with a matter giving rise to a conflict of interest with respect to an investment, consulting with a Fund's LPAC regarding the conflict of interest and either obtaining a waiver from the LPAC of the conflict of interest or acting in a manner, or pursuant to standards or procedures, approved by the LPAC with respect to such conflict of interest; (iv) handling the conflict as described in the relevant Governing Documents; (v) disclosing the conflict to the relevant LPAC and/or the limited partners (including in capital call notices, distribution notices, financial statements, quarterly letters or other communications); (vi) implementing policies and procedures reasonably designed to mitigate the conflict of interest; (vii) validating the arms-length nature of the transaction by referencing participation by unaffiliated third parties; or (viii) appointing an independent representative to act or provide consent with respect to the matter giving rise to the conflict of interest.

Limited partners should be aware that various actual and potential conflicts will arise from the overall investment activities of the Funds, the General Partners, S2G and their respective affiliates. The following discussion identifies certain potential conflicts of interest that should be carefully considered before making an investment in a Fund. In addition, limited partners should be aware that the General Partners, S2G and their respective personnel and affiliates likely will in the future engage in further activities that will result in additional conflicts of interest not addressed below. There can be no assurance that S2G will identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to a Fund.

S2G intends to enter into an arrangement with the Anchor Investor, who is affiliated with Builders Vision (as defined below), in connection with the Anchor Investor's investment in certain Funds, pursuant to which the Anchor Investor will hold minority economic interests in S2G, and have certain rights related to co-investment opportunities, information and side letter terms. The Anchor Investor does not have authority over the day-to-day operations or investment decisions of S2G as they relate to the Funds, although it has negotiated certain consultation rights and minority protection and approval rights in connection with its interest in S2G. Although S2G intends to make investment decisions separate from the Anchor Investor, S2G generally will have incentives to conduct operations in a manner that benefits the Anchor Investor.

The principals expect to spend a portion of their business time and attention pursuing investment opportunities that do not fall within the investment objectives of their most recent Funds. The principals and S2G will continue to manage and monitor predecessor Funds, including by serving as members of any company's board of directors or analogous body. As noted below, the principals have managed several single investor funds for the Anchor Investor, and S2G intends to continue to manage such Funds. Such other Funds, investment vehicles and investments that the principals expect to control or manage generally have the potential to compete with a Fund or companies acquired by a Fund. Such other investment vehicles and investments have the potential to include separate accounts and other investment vehicles and investments. At such time as S2G is permitted to raise successor investment funds to the Funds, the principals will continue to manage the Funds' investments, but also reserve the right to, and likely will, focus investment activities on other opportunities and areas unrelated to the Funds' investments. Certain investments are permitted to be allocated between the Funds and any successor fund in a manner as set forth in the Governing Documents.

Until such time as S2G is permitted under the Governing Documents to raise a successor investment fund, the principals generally will pursue substantially all appropriate investment opportunities that meet the investment criteria of the current Funds principally for the benefit of such Funds, subject to certain exceptions set forth in the Governing Documents. However, the principals currently, and expect to in the future, manage several other investment funds and investments similar to those in which the Funds will be investing and expect to direct certain relevant investment opportunities or resources to those investment funds and investments including follow-on opportunities with respect to portfolio companies of such investment funds and investments. For example, S2G will continue to manage certain legacy funds and investment vehicles (on behalf of the Anchor Investor), which will have a priority right to make follow-on investments and/or add-on investments related to portfolio investments in which they previously made an investment. In addition, several investments already in S2G's pipeline prior to the Effective Date (as specified in the Governing Documents) are expected to be allocated to such legacy funds and/or investment vehicles. Over time, certain investment opportunities suitable for a Fund are likely also to be suitable for other Funds. In determining which Fund should participate in such investment opportunities, subject to the Governing Documents, S2G, the principals and their affiliates are subject to potential conflicts of interest among the limited partners in the Funds. To determine whether a Fund will participate in the relevant investment opportunity, S2G generally assesses whether an investment opportunity is appropriate for each relevant Fund based on the terms of such Fund's Governing Documents. After determining the allocation to the relevant Fund, S2G reserves the right to allocate a portion of any investment among other Funds or limited partners and/or other third-parties (e.g., Special Consultants (as defined below), including Operating Partners, vendors and service providers) as set forth below in accordance with the Governing Documents, including side letters, and its allocation and co-investment policies and procedures. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by a Fund, and because co-invest opportunities generally appeal to Fund limited partners and third parties, S2G expects to be subject to potential conflicts of interest in determining the amount of the investment opportunity that should be allocated to a Fund.

S2G reserves the right in its sole discretion to offer strategic and other investors (including one or more limited partners) the opportunity to participate in one or more Fund investments on a side-by-side basis, subject to its allocation procedures. The terms of any such investment opportunity will be determined by S2G, including any Management Fee or Carried Interest charged in connection therewith, and will likely vary with respect to any such investment opportunity. In addition, S2G and S2G personnel are permitted to manage assets for one or more advisory clients through a separate account or similar arrangement employing an investment strategy investing in parallel with, or similar to, the strategy of the Funds. Such arrangements generally will afford those clients different terms than the limited partners with respect to fees and expenses, subscription, withdrawal and redemption rights and the content and frequency of reports.

S2G reserves the right, in the future, to expand its investment management services to offer other products, which would give rise to potential additional conflicts of interest not specifically described herein. There can be no assurance that S2G will identify or resolve all such conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Funds (or any particular Fund). S2G expects that the investment activities of the other products would generally give rise to additional conflicts of interest in connection with allocating investment opportunities. The potential investments and activities of the other products may increasingly overlap with the potential investments and activities of the Funds, and another product is permitted to invest in the same portfolio companies as one or more other Funds or in a target that would otherwise be suitable for a Fund or one or more Funds. There can be no assurance that all investment opportunities identified by S2G and its affiliates will be made available to a specific Fund. Notwithstanding the actual and potential conflicts of interest that arise, S2G generally expects to determine the allocation of investment opportunities among the Funds and any other products. If any other products are formed, investment opportunities are permitted to be allocated in any number of ways between the Funds and/or such other products, and there can be no assurance that the application of S2G's allocation policies and procedures will result in the allocation of any particular investment opportunity to a particular Fund. In addition, the application of S2G's allocation policies may result in allocations of investment opportunities among the Funds and/or other products on an other than *pari passu* basis. As a result, a Fund may not fully participate in all investment opportunities falling within its investment objective.

S2G's allocation of investment opportunities among the Funds or other funds sponsored by S2G or its affiliates in the future often will not be proportional. Therefore, such allocations potentially will be more advantageous to one or more Funds. While S2G will allocate investment opportunities in a way that it believes is fair and equitable to the Funds under the circumstances over time considering such factors as S2G deems appropriate (including those set forth above), there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or terms on which the allocation is made, will be as favorable as they would be if the potential conflicts of interest to which S2G expects to be subject did not exist.

In addition to the foregoing and subject to any limitations in the Governing Documents, S2G and its affiliates, the principals and employees may carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, the Funds, even though their investment objectives may be the same or similar. Such investments may be (directly or indirectly through investment vehicles sponsored by potential competitors) in the same industries as the Funds invest, and may compete with a Fund for investment opportunities, and/or compete with portfolio companies of a Fund.

The Funds are authorized to invest together in the manner set forth in the relevant Governing Documents and/or S2G's allocation policy. Potential conflicts are expected to arise when and to the extent a Fund makes an investment in a portfolio company in conjunction with an investment made by another Fund or affiliate, or if it were to invest in the securities of a company in which another Fund has already made an investment. For instance, a Fund will likely not invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as such other Fund. This will likely result in differences in price, investment terms, leverage and associated costs between the Funds. Investments by a Fund in a portfolio company of another Fund also have the potential to raise the risk of using assets of the Fund to support positions taken by such other Fund. S2G and its affiliates may express inconsistent views of such investments or of market conditions more generally. To the extent a Fund sells its interest in a common investment to a third-party, it may impact the value of the Fund's interest in the same investment, and will give rise to the co-venturer risks described below. There can be no assurance that a Fund and the other investing Fund(s) will exit the investment at the same time or on the same terms, and there can be no assurance that a Fund's return on such an investment will be the same as the returns achieved by any other investment Fund participating in the transactions. In that regard, actions taken for one or more other Funds will potentially adversely affect other Funds.

S2G also reserves the right to enter into cross-transactions on behalf of the Funds or co-investors or co-investment vehicles in which a Fund buys securities from, or sells securities to, or co-invests with, such other Funds, vehicles or persons. In some cases, a portfolio company will potentially be merged with or into a portfolio company owned by another Fund. Investments in a portfolio company by more than one Fund or its affiliates raise potential conflicts of interest, including where the assets of a Fund are used to support positions taken by another Fund or its affiliates and/or the transactions allow S2G or its affiliates to realize Carried Interest and/or obtain future Management Fees and/or Carried Interest with respect to such investments. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the relevant Fund's Governing Documents or otherwise in the sole discretion of the applicable Fund's General Partner, such General Partner is authorized to seek to mitigate such conflicts by seeking input from an unaffiliated third party (including the use of a consultant or investment banker paid for by a Fund to opine as to the fairness of a purchase or sale price, whether or not part of a formal fairness opinion, "request for

proposal” process, or proposal or quotation provided exclusively for the benefit of S2G) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund’s LPAC) to such transactions. In certain circumstances, S2G also is authorized to determine that the willingness of a third-party to make an investment on the same or similar terms demonstrates the fairness of the relevant transaction (including its value) to a Fund under then-current market conditions, and therefore determine not to obtain any consent or fairness opinion. Further, Funds nearing the end of their term may sell their interest in commonly held investments to other Funds with more time remaining in their term, which gives rise to the conflicts of interest discussed herein. Conflicts of interest are also heightened in the foregoing transactions to the extent the partners of S2G are assigned varying percentages of Carried Interest from Funds in the same investment, or if economic terms, performance or the potential for Carried Interest vary between Funds, particularly when one Fund sells its portion of such investment to another Fund, which could cause a portion of such Carried Interest to become “realized.” Whether or not consent or an opinion is obtained, or a third-party invests, S2G intends to conduct such transactions in a manner that S2G believes to be fair and equitable to each Fund under the circumstances over time, including a consideration of the potential present and future benefits with respect to each Fund including the relative ownership percentages of the Funds in the applicable investment, the length of time remaining in a Fund’s term and other factors similar to those discussed above regarding the allocation of investment opportunities. Further, cross transactions are expected to arise in the context of automatic or other re-balancing of investments among parallel investing entities, and in such circumstances S2G generally will not seek a fairness opinion or LPAC consent given that such transactions typically are effected close in time to the initial Fund’s investment or pursuant to authorizing provisions in the relevant Governing Documents.

The Funds potentially will invest at the same, different or overlapping levels of a portfolio company’s capital structure, which creates conflicts of interest in determining the terms and management of each such investment. Questions are likely to arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring will potentially raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Funds will potentially not provide such additional capital, and if provided, each such Fund generally will supply such additional capital in such amounts, if any, as determined by such Fund’s General Partner in its sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, S2G and its affiliates are expected to face a conflict of interest in respect of the advice given to, and the actions taken on behalf of, one Fund versus another Fund (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). In certain circumstances a Fund is expected to be prohibited from exercising (or S2G may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of

the Fund may be subject to creditor claims regarding subordination of interests. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to a particular Fund.

S2G expects to be faced with a variety of potential conflicts of interest when it determines allocations of various fees and expenses to the Funds. S2G will generally allocate fees and expenses among the Funds receiving the benefit of such expenses (in S2G's sole discretion) and eligible to reimburse expenses of that kind pursuant to their respective Governing Documents. In such cases, subject to applicable law and legal, contractual or similar restrictions, expense allocation decisions generally will be made by S2G using its reasonable judgment, considering such factors as it deems relevant, but in its sole discretion to be fair and equitable across the relevant vehicles. The allocations of such expenses will likely not be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining which Funds or co-invest vehicles benefit (or the extent to which they benefit) from the relevant service relating to the expense, or whether to allocate pro rata based on number of Funds or co-investors receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has a greater benefit to a Fund or S2G or its affiliates. As a general matter, broken deal expenses are allocated among limited partners regardless of whether any individual limited partner negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. The Funds also expects to bear fees and expenses indirectly to the extent a portfolio company (or intermediate entity) pays fees and expenses, and S2G reserves the right to charge fees and expenses to portfolio companies, capitalize fees and expenses into the cost basis of a transaction, or to the extent necessary or desirable for operational, administrative, tax or other reasons, charge fees and expenses at the level of an intermediate holding company between a Fund and the portfolio company. The relative percentage of expenses that are borne by various stakeholders (including the Fund, any co-investors, portfolio company management and other persons) is expected to depend upon the level at which such expenses are charged or incurred. The amount of Fund expenses ultimately called or called at any one time may exceed expectations.

The Funds potentially will make controlling investments in portfolio companies. To the extent a Fund makes controlling investments it generally will have the right to appoint portfolio company board members (including Operating Partners, Senior Advisors, and current or former S2G personnel or persons serving at their request) of such portfolio companies, or to influence their appointment, and to determine or influence the determination of their compensation. Additionally, portfolio company board members frequently approve compensation and other amounts payable to S2G and/or its affiliates in connection with services provided by S2G and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the Governing Document's offset provision, are in addition to the Management Fee or Carried Interest discussed herein. S2G's authority to appoint or influence the appointment of portfolio company board members who are likely to be involved in approving compensation payable to S2G subjects S2G and any such portfolio company board appointees to potential conflicts of interest. Decisions made by a director will potentially subject the General Partners, S2G, the Funds or their respective affiliates to claims they would not

otherwise be subject to as a limited partner, including claims of breach of duty of loyalty, securities claims and other director-related claims. Employees or other personnel of S2G, S2G or their respective affiliates (including Operating Partners) potentially will also be asked to serve as directors of, or observers with respect to, certain entities in which a Fund has fully exited its ownership interest. Any compensation received by such personnel in connection therewith will not be offset against the Management Fee or otherwise be shared with the Funds and/or limited partners.

As discussed above, if a Fund enters into any indebtedness with one or more other Funds and entities managed by S2G or any of its affiliates on a joint and several basis, the applicable General Partner is expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, S2G may be subject to conflicts of interest, for example between a Fund with a reimbursement obligation and a Fund seeking reimbursement. In certain circumstances, a Fund may be prohibited from exercising (or S2G may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Fund or the other may be subject to creditor claims regarding subordination of interests. S2G intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness.

Additionally, a portfolio company typically will reimburse S2G, Special Consultants or service providers retained at S2G's discretion for expenses (including, without limitation, travel expenses) incurred by S2G, Special Consultants or such other service providers in connection with the performance of services for such portfolio company. In addition, service provider expenses are required to be reimbursed whether or not there is overlap in expertise, function or services performed by S2G personnel. This subjects S2G to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Subject to the Governing Documents and its internal reimbursement policies and practices, S2G determines the amount of these reimbursements for such services in its own discretion.

S2G or its affiliates reserve the right to also employ or retain personnel (including Operating Partners and Senior Advisors) with pre-existing ownership interests in or who were employed or retained by portfolio companies owned by a Fund or investment vehicles advised by S2G or an affiliate; conversely, former personnel or executives of S2G or its affiliates (including Operating Partners and Senior Advisors) will potentially serve in significant management roles at portfolio companies or service providers recommended by S2G. Similarly, S2G and/or its personnel maintain relationships with (and reserve the right to invest in) financial institutions, service providers and other market participants, and their respective personnel, including managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an

investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, S2G, and/or a Fund or other investment vehicles that S2G or its affiliates advise and/or portfolio companies. S2G expects to be subject to a potential conflict of interest with the Funds in recommending the retention or continuation of a service provider to a Fund or a portfolio company owned by a Fund if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds or will provide S2G information about markets and industries in which S2G or its affiliates operate (or are contemplating operations) or will provide other services that are beneficial to S2G or its affiliates. For example, S2G will potentially cause the Funds to make payments to investment banks, all or a portion of which is for the purpose of generating future deal flow; however, such payments may not result in any future deal flow, or could create goodwill that ultimately results in future deal flow for one or more other Funds managed by S2G that did not pay such expenses. S2G also expects to be subject to a potential conflict of interest in making such recommendations, in that S2G has an incentive to maintain goodwill between itself and the former, existing and prospective portfolio companies for the Funds and investment vehicles that S2G advises while the products or services recommended may not necessarily be the best available to the Funds and/or portfolio companies held by the Funds.

S2G generally is permitted to receive a distribution in kind from the Funds, including in connection with investment dispositions or the payment in kind of amounts owed to S2G as Carried Interest (which generally will be made using the value of the relevant securities on the date of contribution). In such circumstances, there is a potential conflict of interest between S2G (and its beneficial owners) and the limited partners. For example, S2G and its beneficial owners may intend to hold the investment for a different time period than S2G deems suitable for a Fund. Although S2G and its beneficial owners bear the risk that such securities will decrease during their holding period, to the extent the value of the relevant securities increases following a Fund's disposition thereof, neither the Fund nor its limited partners will benefit from the increase, and over time the economic benefit to S2G and its beneficial owners could exceed the value of S2G's pro rata interest in the Fund and the amount of Carried Interest owed. To the extent the beneficial owners of S2G contribute such securities to a charity (including to a private foundation or other charitable organization associated with, operated or chosen by such persons or their families), any tax efficiencies or other personal benefits associated with the contribution will inure to the benefit of such beneficial owners rather than to a Fund or its limited partners.

Over the life of a Fund, S2G generally expects to exercise its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services or enter into other transactions with various service providers, potentially including (in addition to the persons referenced in the paragraph above), among others: (i) S2G (or an affiliate, which is likely to include Operating Partners and/or other portfolio companies of the Funds) and at rates determined or substantively influenced by S2G; (ii) an entity with which S2G or its affiliates or current or former members of their personnel has a relationship or from which such person derives a financial or other benefit, including joint-venturers or co-venturers, or relationships where S2G personnel are seconded, or from which S2G receives secondees; or (iii) a limited partner or its affiliates. For example, S2G will potentially initiate

transactions or service agreements between two or more portfolio companies of a Fund and is authorized to engage certain limited partners or their affiliates that are engaged in lending or other businesses to provide financing and/or other services in connection with a Fund's investments. In addition, one portfolio company may provide goods or services to another portfolio company, and there can be no assurance that the terms of any such transaction will be the same as those that would be obtained in an arm's length transaction between unaffiliated parties. In particular, such transactions could result in the provision of services to a portfolio company at a rate higher than could be obtained by such portfolio company on the open market, or conversely, result in a portfolio company providing services to another portfolio company at a discounted rate. Additionally, S2G has incentives to engage limited partners to provide services to the Funds and/or portfolio companies, including financing, to maintain goodwill with such limited partners including with respect to investments made or that may be made in a Fund. As a result, in each case, the products or services recommended may not necessarily be the best or lowest cost option.

The foregoing subjects S2G to potential conflicts of interest, because although it intends to initiate transactions and select lenders and other service providers that it believes are aligned with its operational strategies and that will enhance portfolio company performance, S2G has an incentive to recommend the related or other person because of its financial or business interest, including a person's historical or potential future relationship with S2G and/or the investment (or amount of investment) to be made in a Fund by such person. Additionally, there is a possibility that S2G, because of such incentive or for other reasons (including whether the use of such persons could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to S2G or the Funds), would favor a transaction, retention or continuation of lending or other services even if a better price and/or quality of service provider could be obtained from another person. S2G will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) the foregoing expenses. Although S2G generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Additionally, S2G expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships these persons have the potential to have information advantages relative to other limited partners or co-investors, and likely will be offered co-investment opportunities before such opportunities are presented to other interested prospective co-investors. Whether or not S2G has a relationship with or receives financial or other benefit from recommending a particular transaction or service provider, there can be no assurance that no other transaction would be more beneficial or that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. Based on the foregoing factors, limited partners should not expect service providers to S2G or its affiliates, including the Funds, to represent they provide services that will be the most beneficial to any limited partner.

In certain circumstances, current or former S2G personnel and/or Operating Partners also are permitted to serve in interim, part-time or full-time roles at portfolio companies, or will provide

services to portfolio companies as secondees or in similar capacities, while potentially maintaining certain benefits, office space, support services and/or indicia of employment at S2G. Under such arrangements, the relevant portfolio company generally will pay all or a portion of the compensation, expenses and benefits in respect of such employees and/or Operating Partners (including salary, bonus, insurance benefits and paid time off) which will not offset the Fund's Management Fee, or may supervise or oversee such employees. These arrangements could create conflicts of interest, in that any compensation (including benefits and other incentives or opportunities (including investment opportunities)) that would ordinarily be borne by S2G as overhead in respect of those personnel would be borne by the portfolio company when they are secondees or other portfolio company personnel. Therefore, S2G has an incentive to cause its employees to become externs or secondees or serve in similar roles to reduce its overhead or otherwise shift costs to portfolio companies. As seconded arrangements are often initiated to meet temporary portfolio company needs, they are expected to change over time, and in many cases will be ended by S2G when the portfolio company is sold or when the position can be filled on a longer-term or permanent basis, at which point the secondees may or may not return to S2G. It is possible that certain S2G personnel and Operating Partners will serve as secondees or other personnel with respect to multiple portfolio companies and perform services that directly or indirectly benefit S2G while serving as secondees or other portfolio company personnel. In other circumstances, former S2G personnel or Operating Partners potentially will become employees of, or service providers to, portfolio companies. No compensation earned or benefits received by such former personnel or Operating Partners will offset a Fund's Management Fee.

As also discussed above, personnel of S2G also expect to serve as members of boards of directors of companies not related to S2G, or former portfolio companies of the Funds, and to have investments in such companies. Such companies are in the same industry as the Funds expect to invest in, and have the potential to compete with portfolio companies of the Funds. In such cases, such persons are expected to be subject to fiduciary and other obligations to the relevant companies, in addition to fiduciary obligations owed to the Funds. It would be expected that the interests of a competitor company would not be aligned with those of the Funds or the Funds' portfolio companies. This will potentially result in a conflict between the relevant individual's obligations to a portfolio company or competing company and the interests of the Funds. In some circumstances, having such individuals serve as directors, board members or interim executives of a portfolio company or another company is likely to restrict the ability of the Funds to invest directly in an investment opportunity that also constitutes an investment opportunity for such company.

S2G personnel are also permitted to serve on boards or act in other roles including for charitable and educational institutions, trade groups and industry associations. Subject to any limitations in the Governing Documents, personnel of S2G are expressly authorized to carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds, whether or not through a formal family office or estate planning structure, and will potentially give advice and recommend securities to vehicles which will differ from advice given to, or securities recommended or bought for, the Funds, even though their investment objectives are the same or

similar. Such persons are also permitted to have capital investments in or alongside the Funds, or in prospective portfolio companies. Such investments also may be (directly or indirectly through investment vehicles sponsored by potential competitors) in the same industries as the Funds invest. Such personnel also potentially will pay or receive compensation relating to these arrangements.

In borrowing on behalf of the Funds, S2G is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Funds, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than a Fund's preferred return, is expected to have incentives to cause a Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when a Fund borrows, makes the relevant investment, or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce the amount of preferred return to which the limited partners would otherwise be entitled had S2G called capital, and thus could result in S2G receiving Carried Interest sooner than it would without borrowing. In addition, when the Management Fee is calculated as a percentage of invested capital, a limited partner may pay Management Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line (or other borrowing facilities) will be significant, and there can be no assurance that the benefits to limited partners will be commensurate with such costs. S2G will effect such borrowings in a manner it believes to be fair and equitable to the Funds, under the circumstances over time, and consistent with S2G's obligations to the Funds under the Governing Documents.

The fact that a General Partner's Carried Interest is based on a percentage of net profits creates an incentive for S2G to cause a Fund to make riskier and more speculative investments or to hold an investment longer than otherwise would be the case. In addition, because the Funds have a fixed investment period after which capital from limited partners generally may only be drawn down in limited circumstances, and because the Management Fee is, at certain times during the life of the Fund, calculated based upon the invested capital the Fund, the Management Fee structure may create an incentive for S2G to deploy capital when it might not otherwise have done so.

S2G, its affiliates, and equity holders, officers, principals and employees of S2G and its affiliates reserve the right to buy or sell securities or other instruments that S2G has recommended to the Funds. In addition, S2G's personnel reserve the right to buy securities in transactions offered to but deemed unsuitable for the Funds, but will not in such circumstances be required to share in or reimburse a Fund for due diligence or other expenses (including broken deal expenses) incurred by the Fund in connection with the Fund's consideration of the relevant investment opportunity. Any such transactions are subject to any restrictions in the Governing Documents and any related policies and procedures of S2G. The investment policies, fee arrangements and other circumstances of these

investments generally vary from those of the Fund. Employees and related persons of S2G are permitted to have capital investments in or alongside the Funds, or in prospective portfolio companies, directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expect to have additional potential conflicting interests in connection with these investments.

Because S2G and its affiliates are permitted to retain certain transaction fees, monitoring fees and similar “Transaction Fees” as set forth in the Governing Documents in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. In many cases, such Transaction Fees are based on enterprise value or other metrics relating to a portfolio company but also have the potential to be charged on a flat-fee basis or based on another metric, and there can be no assurance that the amount of such Transaction Fees charged will be proportional to the amount of hours of work performed or tangible work product generated on behalf of the portfolio company. In certain circumstances, S2G expects that certain co-investors, lenders, consultants or other parties from time to time will negotiate the right to share a portion of such Transaction Fees from a particular investment, and any Management Fee offset percentage will be applied after excluding any amounts paid to such persons. Any Transaction Fees with respect to an investment or potential investment (including un consummated transactions) generally will be allocated to the Fund only to the extent of the Fund’s relative ownership or anticipated ownership of such investment or potential investment on a fully-diluted basis. Accordingly, the Fund will, in most cases, only benefit from any Management Fee offset with respect to its allocable portion of any such Transaction Fee and not the portion related to any other person that holds an economic interest in (or, in the case of a transaction not consummated, would have held an economic interest in) the applicable investment, including without limitation, (i) the General Partner or affiliated partner commitments, (ii) co-investors or potential co-investors (which could include co-investment vehicles managed by S2G, service providers, third parties, current or former portfolio company management or employees, sellers that have rolled their interest or reinvested proceeds in the portfolio company and/or others), or (iii) the value of profits, participation or equity interests in or relating to the relevant portfolio company, including interests owned by current or former portfolio company management, which have the potential to be significant. In addition, Transaction Fees will be offset only to the extent they are paid during the holding period of a Fund, and limited partners generally will not receive the benefit of Transaction Fees paid prior to the Fund’s acquisition, or following the Fund’s disposition, of the relevant investment. Similarly, to the extent a former S2G or General Partner employee becomes a consultant to, or employed by, a portfolio company, no compensation earned by such former employee will offset the Management Fee, whether or not such former employee has a remaining interest in the General Partner or affiliated entity. Conversely, in the event that S2G employs a person that previously received compensation from a portfolio company, limited partners will receive the benefit of any applicable offset only beginning as of the relevant start date of the person’s employment with tS2G, and not with respect to any compensation paid prior to such date, including equity grants made prior to the date of employment that vest thereafter. Each of the foregoing conditions described in the Governing Documents is expected to reduce the amount of Transaction Fees otherwise available to be offset

against Management Fees, resulting in a potential material benefit to S2G over the life of a Fund, and the existence of such potential benefit creates an incentive for S2G to seek to increase such amounts. Additionally, S2G, its personnel, affiliates or others designated by S2G, including Operating Partners and other service providers, expect to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable offset provisions in the Governing Documents are applied, S2G and/or such other recipients will be permitted to retain such securities, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or S2G or retain such securities for a period consistent with their own financial and investment objectives, which is likely to differ from those of the Funds). In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the portfolio company awarding such compensation.

In certain circumstances, such as those relating to short- or long-term portfolio company cash or liquidity needs, and regardless of whether the portfolio company is undergoing financial stress, S2G reserves the right to accrue, defer or forego payments of Transaction Fees, and reserves the right to charge interest at then-available rates with respect to such amounts. In such cases, in accordance with the Governing Documents, limited partners will not receive the benefit of Management Fee offsets with respect to such amounts until they are actually received. For the avoidance of doubt, S2G also will not offset compensation received from outside sources, such as residual employee board seats at entities that are no longer Fund portfolio companies.

S2G, its affiliates and personnel, and persons selected by them receive the benefit of "friends and family" and similar discounts from portfolio companies owned by the Funds under which such portfolio companies make their goods and/or services available at reduced rates. Discounted prices or better terms offered by a portfolio company to S2G, any other portfolio company, or third parties have the potential to affect the returns of the portfolio company.

S2G reserves the right to institute a program under which portfolio companies owned by the Funds are given the option to participate in purchasing, vendor or similar arrangements with other portfolio companies. Program participants expect to receive discounts negotiated with various vendors and service providers on a group wide basis. S2G expects to allocate any fees and third-party administration costs for the program among the relevant Funds and portfolio companies. In certain cases, such arrangements will involve the sharing of risk, such as under group insurance arrangements where deductibles are shared or calculated with regard to the group rather than individual insured parties. S2G and its affiliates reserve the right to also participate in the program in exchange for an allocable portion of such fees and costs, and receive similar benefits and discounts as the portfolio companies participating therein. No such amounts will offset or reduce the Management Fee. S2G believes the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the Funds) that will result if

the rates for goods and services are discounted due to scale or relative to those widely available in the market.

In connection with its services to the Funds and their investments, S2G, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of S2G's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, S2G's and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to the Funds or a portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "S2G Information"). In many cases, S2G Information will include tools, procedures and resources developed by S2G to organize or systematize S2G Information for ongoing or future use. Although S2G expects the Funds and portfolio companies generally to benefit from S2G's possession of S2G Information, it is possible that any benefits will be experienced solely by future funds or portfolio companies and not by the Funds or their portfolio companies from which the S2G Information was originally received. S2G Information will be the sole intellectual property of S2G and solely for the use of S2G (and permitted affiliates thereof). S2G reserves the right to use, share, license, sell or monetize S2G Information, without offsetting or otherwise reducing to Management Fees, and the Funds or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Funds or portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, "points," "cash back," rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such programs are expected to vary over time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Funds or limited partners; no such rewards will offset or reduce the Management Fee.

As with other private fund sponsors, as part of S2G's business, the principals, S2G and its employees have developed many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants), Builders Vision (as defined below), co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of S2G or prior firms of the principals. Certain of these third parties are expected to: (i) introduce investment opportunities to S2G; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) solicit limited partners for the Funds; and/or (vi) provide investment banking, consulting, legal or advisory services to S2G, such Funds and/or portfolio companies. Such third parties are also expected to provide goods or services to or have business, personal, political, financial or other relationships with the principals and to provide gifts and entertainment to S2G personnel in respect of services provided to the Funds or its portfolio companies even though the Funds and portfolio companies bear such service provider costs. In addition, such third parties are

permitted to invest in one or more S2G Funds; co-invest in one or more portfolio companies; or provide other significant business or investment services to S2G, its Funds and/or their portfolio companies. Except as otherwise disclosed, the cost of any services provided by such third parties generally will be borne directly or indirectly by the Funds or its portfolio companies, as applicable.

A significant portion of S2G's team, including the Managing Partners, was previously employed by Builders Vision, LLC (together with its affiliates, "Builders Vision"), which is a family office that invests in a variety of asset classes, including those in which the Funds are expected to invest. A Builders Vision affiliate is the Anchor Investor. While S2G operates independently from Builders Vision, the two firms expect to have a continuing relationship. For example, Builders Vision is expected to provide certain transitional support and back-office services to S2G and its affiliates. In addition, to the extent S2G determines that an investment is not appropriate for the Funds, it has the potential to refer such investment opportunity to Builders Vision. The Funds also potentially will be precluded from making certain investments or taking actions with respect to certain of its portfolio companies due to conflicts of interest with Builders Vision investments and/or information it may receive from Builders Vision. All of the foregoing relationships have the potential to influence S2G in deciding whether to select or recommend any such third-party to perform services for the Funds or a portfolio company.

In certain cases, S2G will have the opportunity (but generally no obligation unless otherwise agreed to with limited partners in side letters or the Governing Documents) to identify one or more secondary transferees of interests in a Fund. In such cases, S2G will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on eligibility and other factors similar to those employed in selecting co-investors as described below, and unless required by the Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing limited partners. However, a General Partner is also authorized to purchase limited partner interests for its own account and generally has no obligation to offer such interests to limited partners.

The relevant liability standards under insurance coverage procured by S2G are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages are expected to vary from relevant liability and/or indemnity standards in the Governing Documents. Limited partners generally will be responsible for insurance premiums, as set forth in the Governing Documents, regardless of whether the liability and/or indemnity standards in S2G's insurance coverage are higher or lower than that set forth in the Governing Documents.

Operating Partners, Senior Advisors and Certain Consultants. S2G, its affiliates, the Funds and/or the portfolio companies expect to engage, employ or retain, on behalf of the Funds (including any alternative investment vehicle) and/or portfolio companies, as applicable, certain persons (including entities formed for the benefit of such persons and/or to facilitate the provision of their services),

including Operating Partners and Senior Advisors (including expert advisors and similar professionals, third party consultants including external executives, “strategic partners,” “executive partners,” “executive networks,” “industry advisors” and/or similar professionals (collectively, the “Special Consultants”)), which include affiliates of S2G and employees or former employees of such affiliates and/or portfolio companies of other funds managed by S2G or its affiliates. The Special Consultants are expected to regularly provide services to, or in connection with, the Funds in relation to its activities and/or to one or more portfolio companies or prospective portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of such portfolio companies, including operational aspects of such companies, and are expected to serve on boards of directors or similar governing boards of portfolio companies and provide other services as described in the Governing Documents (the “Services”). There can be no assurance that Special Consultants will be exclusive to S2G and in some cases will not be exclusive.

Pursuant to the Governing Documents, any compensation, including fees and costs (including expenses) associated with the Services performed by Operating Partners and other Special Consultants (collectively, “Consulting Fees and Expenses”), are expected to be paid and/or reimbursed by applicable portfolio companies and/or the Funds, and such Consulting Fees and Expenses will not offset or reduce the Management Fee, as described herein, and is not otherwise covered by the Management Fee. Consulting Fees and Expenses are expected to include cash fees, retainers, salaries, bonuses (whether or not based on pre-determined milestones), guaranteed payments, incentive equity, stock awards or other non-cash compensation related to the Funds and/or portfolio companies, technology and overhead costs, and benefits and personnel costs (including employee benefits, payroll taxes, insurance, paid time-off and office space). In addition, Operating Partners are expected to receive office space, business cards, email addresses and other benefits and are authorized to make use of other S2G resources, and certain Special Consultants are authorized to receive such benefits. Additionally, S2G and/or portfolio companies provide certain opportunities for Special Consultants to invest in the Funds and/or separately its portfolio companies (without the payment of Management Fees or Carried Interest). The Funds and/or portfolio companies also reimburse costs and expenses incurred by Special Consultants, including travel, meals, lodging and reasonable and customary entertainment. Special Consultants also are expected to receive remuneration from S2G and/or the Funds or their affiliates and/or be entitled to other forms of compensation. Such investment opportunities, reimbursements and other compensation paid to a Special Consultant by the Funds and/or portfolio companies will not offset the Management Fee, and the use of Special Consultants is expected to fluctuate and/or expand over time. To the extent that Special Consultants are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or the Funds will bear a greater share of such compensation due to the utilization of the Special Consultant’s Services at a time when fewer of S2G’s other Funds or their portfolio companies make use of such Special Consultants. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount or tangible work product generated by the Special Consultant.

It is possible that certain Special Consultants will have an equity or profit interest in the Funds, S2G, one or more other investment funds sponsored by S2G or in an affiliate of S2G or the portfolio companies of such the Funds, and generally are not expected to pay a Management Fee or Carried Interest with respect to such interests. Furthermore, Operating Partners are generally expected to participate in the Funds through S2G or other vehicles and generally will not bear Carried Interest or Management Fees.

S2G intends to allocate Consulting Fees and Expenses between the Funds (and its alternative investment vehicles, portfolio companies or prospective portfolio companies), on the one hand, and S2G, on the other, in a manner that it believes is fair and equitable, typically based on the entity receiving the Services provided by the Special Consultants, and based on its internal policies and procedures and the Governing Documents. The type, amount and allocation of Consulting Fees and Expenses are permitted to be determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the Special Consultants, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable Services and/or a percentage of cash flows from such company. S2G will face potential conflicts of interest in determining the allocation of Consulting Fees and Expenses. For example, S2G generally will not be allocated Consulting Fees and Expenses that relate to Services performed by Special Consultants for the Funds and/or portfolio companies or prospective portfolio companies. However, these Services also have the potential to provide a direct or indirect benefit to S2G and/or its affiliates including the Funds. Therefore, S2G has an incentive to classify a particular service as being for the Funds and/or a portfolio company or prospective portfolio company, even though it may directly or indirectly benefit S2G and/or its affiliates, in whole or in part. The allocation of Consulting Fees and Expenses may not be proportional, and any such determinations involve inherent matters of discretion by S2G.

Similarly, S2G reserves the right to designate Operating Partners in its sole discretion, and has an incentive to do so in order to shift costs to the Funds and/or its portfolio companies that would otherwise be borne by S2G or its affiliates as overhead, and to avoid any offset to the Management Fee with respect to Consulting Fees and Expenses paid to such persons. In some cases, Management Company personnel will be designated as Operating Partners on a temporary basis or with respect to services they perform that are of the type described herein for the Operating Partners, as applicable (e.g., if persons will focus on both investment and portfolio operation initiatives). In doing so, S2G faces a conflict in determining the extent to which a Fund or its portfolio companies bear the related Consulting Fees and Expenses, since Consulting Fees and Expenses borne by the Fund and/or its portfolio companies would reduce the costs that S2G would be required to bear. Such determinations involve inherent matters of discretion by S2G and as described above, S2G has the potential to derive benefits from the Services provided by such personnel in their capacity as Operating Partners. Operating Partners also are permitted to become employed by portfolio companies, and therefore their compensation similarly would be borne by the applicable portfolio companies. Accordingly, any such personnel redesignation or change in employment relationship would increase the costs and

expenses directly or indirectly borne by the Funds. The allocation of Consulting Fees and Expenses may not be proportional, and any such determinations involve inherent matters of discretion by S2G.

Although S2G anticipates that Special Consultants will be employed or retained by S2G and/or its affiliates with a view to reducing costs to portfolio companies or prospective portfolio companies (and, ultimately, the Funds) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings. As a general matter, there can be no assurance that the Services rendered by the Special Consultants will be effective and result in Fund returns. Moreover, S2G and/or its affiliates only anticipate employing, engaging or retaining Special Consultants that they believe provide Services that will create value, while providing them with competitive Consulting Fees and Expenses and other benefits commensurate with their experience and perceived ability to create value. However, there can be no assurance that there is no other personnel or service provider more qualified to provide the applicable Services and/or able to provide them at lesser cost, and S2G does not undertake any benchmarking against other service provider rates.

With respect to the Funds' control investments, S2G will generally have the right to direct actual and prospective portfolio companies to engage or retain Operating Partners, and such control position and/or S2G's or its affiliates' membership on a portfolio company's board generally are expected to diminish or eliminate portfolio company management's ability and/or incentive to negotiate fees or expenses of Operating Partners. However, in certain cases, including where a Fund does not own a controlling interest in a portfolio company, the portfolio company, its management and/or equity holders potentially will not agree to engage and/or bear the costs of Operating Partners. In such cases, where S2G believes the Services of Operating Partners will benefit a portfolio company, it is authorized to cause a Fund to bear such costs directly, resulting in the Fund bearing a disproportionate share of those costs vis-à-vis other equity holders of a portfolio company, notwithstanding that other equity holders in that portfolio company will receive any returns that result from Operating Partners Services.

Valuation of Investments. Generally, S2G will determine the value of all the Funds' investments for which market quotations are available based on publicly available quotations. However, market quotations will not be available for virtually all of the Funds' investments because, among other things, the securities of portfolio companies held by the Funds generally will be illiquid and not quoted on any exchange. S2G will determine the value of all the Funds' investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that S2G will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of S2G with respect to an investment will represent the value realized by a Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. Accordingly, the valuation decisions made by S2G may cause it to ineffectively manage a

Fund's investment portfolios and risks, and may also affect the diversification and management of the Fund's portfolio of investments.

Co-Investments. S2G is authorized to, in its sole discretion, provide or commit to provide co-investment opportunities to one or more limited partners and/or other persons, including S2G and other affiliates of S2G, S2G personnel and/or certain other persons associated with S2G and/or its affiliates, an anchor investor in a Fund, Special Consultants, advisers and service providers, finders, portfolio company board of directors and management teams, other sponsors, strategic investors and market participants, in each case on terms to be determined by S2G in its sole discretion and subject to S2G's policies and procedures. Conflicts of interest are likely to arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which may be made to one or more persons for any number of reasons as determined by S2G in its sole discretion, have the potential to not be in the best interests of a Fund or any individual limited partner. In exercising its sole discretion in connection with such co-investment opportunities, S2G may consider some or all of a wide range of factors, including those specified in the Governing Documents. S2G is authorized to grant certain co-investors the opportunity to evaluate specified amounts of prospective co-investments in Fund portfolio companies or otherwise to have priority in co-investment opportunities. For example, the Anchor Investor has a right to participate in co-investment opportunities alongside a Fund on a no-fee, no-carry basis.

Furthermore, S2G and its related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as a lender or co-sponsor. Co-investment opportunities typically will be offered to some and not to other limited partners, and its consideration of relevant factors in determining co-investment allocations likely will result in certain limited partners receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. When and to the extent that employees and related persons of S2G make capital investments (directly or indirectly through S2G) in or alongside a Fund, S2G is subject to potentially conflicting interests in connection with these investments. S2G's allocation of co-investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to others.

In addition, S2G in order to consummate a transaction or facilitate the acquisition of a portfolio company and ensure a Fund is afforded an investment opportunity or otherwise, is authorized to cause the Fund to fund such investment (or commit to fund such investment) through capital contributions or use of a credit facility on behalf of certain co-investors (including another S2G fund) with a view to selling down a portion of such investment to such co-investors or other persons at a later time or prior to or within a period after the closing of the acquisition. Any such purchase from a Fund by a co-investor or co-invest vehicle generally is expected to occur shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment, but in certain instances could be well after a Fund's initial purchase. Where appropriate, and in S2G's sole discretion, S2G reserves the

right to charge interest on the purchase to the co-investor or co-invest vehicle (or otherwise equitably to adjust the purchase price under certain conditions), and to seek reimbursement to a Fund for related costs. However, to the extent any such amounts are not so charged or reimbursed (including charges or reimbursements required pursuant to applicable law), they generally will be borne by the Fund. If a Fund does not find co-investors and/or in the event that the co-investors breach their covenant to purchase the investment from the Fund, the Fund will have an allocation to an investment that is larger than originally anticipated. In addition, the Fund will bear the risk that any or all of the excess portion of such investment could only be sold on unattractive terms. If the excess portion of such investment has not been sold, the Fund generally will bear the entire portion of any other fees, costs and expenses related to such investment, hold a larger than expected investment in such portfolio company and could realize lower than expected returns from such investment. Similarly, to the extent a Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it generally will not be reimbursed separately by co-investors for the cost of establishing, negotiating or maintaining the facility as a whole and co-investors will not have any obligations under such facility. Conversely, S2G and its affiliates generally do not permit prospective co-investors to benefit from break-up fees (if any), and a Fund would generally expect to receive the entirety of the fee (other than amounts allocable to other co-lead investors or other Funds), to the extent not applied to reimburse S2G or its affiliates, prospective co-investors or others for certain expenses incurred in connection with such transaction.

In some cases, a co-investment vehicle may be formed in connection with the consummation of a transaction and such entity will bear expenses related to its formation and operation. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial to the transaction, ultimately is not consummated, or a potential co-investor does not invest in a planned co-investment, all fees (including break-up fees) and expenses or other liabilities or obligations (including broken deal fees and expenses) relating to any such proposed transaction generally would be borne by the Fund, and not by any potential co-investors that would have participated in such transaction. Typically, a Fund will bear such fees and expenses regardless of whether any co-investor(s) had yet been identified or confirmed, or whether any co-investment vehicle had yet been formed in connection with the relevant transaction. However, to the extent that such co-investors have already executed definitive documentation to invest in a co-investment vehicle in connection with such transaction, such co-investors are expected to bear their share of such fees and expenses.

S2G reserves the right, in its sole discretion, to charge a management fee and administration fee, and obtain a carried interest in respect of any co-investment, and to receive transaction and other fees with respect to such co-investment. Since co-investments will not be made through a Fund, any compensation received by S2G in connection with a co-investment does not offset the Management Fee. As indicated above, in certain circumstances, S2G expects that certain co-investors will negotiate the right to share a portion of Transaction Fees from a particular investment, and any Management Fee offset percentage will be applied after excluding any amounts paid to such persons.

Cyber Security Breaches and Identity Theft. Cyber-attacks and other malicious Internet-based activity continue to increase in frequency and magnitude. Techniques used to sabotage, or to obtain unauthorized access to, systems or networks change frequently and generally are not recognized until launched against a target. Therefore, companies, as well as their third-party partners, may be unable to anticipate these techniques, react in a timely manner, or implement adequate preventive measures. S2G, the Funds' service providers and its portfolio companies' information and technology systems may be vulnerable to actual or perceived damage or interruption from computer viruses; infiltration by unauthorized persons and security breaches; and other disruptive behavior including denial-of-service attacks. Furthermore, S2G, the Funds' service providers and its portfolio companies may be vulnerable to actual or perceived usage errors by their respective professionals, network failures, computer and telecommunication failures, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes.

S2G, the Funds' portfolio companies, the Funds' service providers, and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Funds and the limited partners, despite efforts to adopt technologies, processes, and practices intended to mitigate these risks and protect the security of their computer systems, software, networks, and other technology assets, as well as the confidentiality, integrity, and availability of information belonging to the Funds and the limited partners. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of S2G, the Funds' portfolio companies, the Funds' service providers, counterparties, or data within these systems, including through phishing or ransomware attacks. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers, or other users of S2G's or S2G's systems to disclose sensitive information in order to gain access to S2G's data or that of S2G or the limited partners (including limited partner account and wire instructions). Similarly, third parties may attempt to fraudulently issue capital call notices or other requests to limited partners that purport to come from S2G and/or induce limited partners to disclose wire and account information. To the extent that S2G, the Funds or a portfolio company is subject to cyber-attack or other unauthorized access is gained to such entity's systems, such entity would be subject to substantial losses in the form of stolen, lost, or corrupted (i) customer data or payment information; (ii) customer or company financial information; (iii) software, contact lists, or other databases; (iv) proprietary information or trade secrets; (v) loss of capital; or (vi) other items. In certain events, a failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments.

If technology or security systems are compromised, become inoperable for extended periods of time or cease to function properly, S2G, the Funds and/or a portfolio company may incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in S2G's,

the Funds' and/or a portfolio company's operations, including the ability to make distributions to limited partners, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to limited partners (and the beneficial owners of limited partners). Such a failure could harm S2G's, the Funds' and/or a portfolio company's reputation, subject any such entity and its respective affiliates to legal claims (from an individual or a governmental body) or otherwise affect their business and financial performance. In addition, S2G's, the Funds' and/or a portfolio company's insurance coverage may be insufficient to compensate any such entity and its respective affiliates for incurred liabilities.

Recycling; Reinvestment. As set forth in the Governing Documents, S2G has the right to recycle certain amounts distributed to the partners. Accordingly, during the term of a Fund, a partner may be required to make capital contributions in excess of its commitment (with certain limitations), and to the extent such recycled amounts are invested in investments, a partner will remain subject to investment and other risks associated with such investments.

Fees and Expenses. The Funds will pay and bear all expenses related to their operations, including the Management Fee and the costs of sourcing, holding, monitoring, maintaining and disposing of investments, including investment banking fees and consulting fees, whether or not a Fund makes any profits. While it is difficult to predict the future expenses of the Funds, such expenses are expected to be substantial and may surpass a Fund's operating income. The amount of these Fund expenses will reduce the actual returns realized by limited partners on their investment in the Funds (and may, in certain circumstances, reduce the amount of capital available to be deployed by a Fund for investments). Fund expenses include recurring and regular items, as well as extraordinary expenses for which it may be hard to budget or forecast. As a result, the amount of Fund expenses ultimately called or called at any one time could exceed expectations. Although Organizational Expenses of the Funds are separately categorized and subject to a limit under the Governing Documents, with all Organizational Expenses in excess of the limit being borne ultimately by S2G, there are ongoing expenses to be borne by the limited partners that are not classified as Organizational Expenses under the Governing Documents, including, for example, the costs and expenses of administering side letters entered into with limited partners (including the process of distributing and implementing applicable elections pursuant to the "most favorable nations" rights contemplated by the Governing Documents) and other expenses incurred in connection with Fund compliance.

S2G reserves the right to agree with Operating Partners, joint venture or similar partners, service providers, portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of a profits, participation or equity interest granted in the relevant investments or related intermediate entities. While such an arrangement is more favorable to a Fund in that it does not involve an initial cash outlay for the payment of expenses, and could be further more favorable to a Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such profits, participation or equity interest generally would have a dilutive

impact on the Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation, which in either case could be substantial.

Side Letters. The Funds or the General Partners, without any further act, approval or vote of any limited partner, intend to enter into side letters or other similar agreements with certain limited partners that have the effect of establishing rights (including economic terms), many of which will not be subject to the "most-favored nation" provisions of the Governing Documents, under, or altering or supplementing the terms of, the Governing Documents with respect to certain limited partners. As a result of such side letters, certain limited partners will receive additional benefits that other limited partners do not receive, and such benefits potentially will be significant, including terms provided to the Anchor Investor as described above. Further, the General Partners are likely to have certain contractual obligations, as well as their own economic and/or other business incentives to provide certain terms to certain limited partners (e.g., based on commitment amount to a Fund or the timing thereof, the ability of the limited partner to provide sourcing or other services to the General Partners, the Funds or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to S2G or the Funds). Side letters may also relate to strategic relationships under which a limited partner agrees to make capital commitments to multiple Funds. Side Letters subject S2G to potential conflicts of interest, including in circumstances where a limited partner's right to serve on the relevant Fund's advisory committee results in the limited partner receiving additional information relative to other limited partners. To the extent a limited partner is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other limited partners may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. Other side letter rights are likely to confer benefits on the relevant limited partner at the expense of a Fund or of limited partners as a whole, including in the event that a side letter confers additional reporting information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the Fund. As a consequence of one or more limited partners being excused or excluded from, or from regulatory, tax or other factors altering or limiting their participation in, certain investments or ability to bear certain liabilities or obligations, the aggregate returns realized by participating or non-participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments; similar considerations apply in the event a limited partner defaults on a drawdown in respect of an investment. Further, although S2G believes it to be unlikely, excuse rights requested or received by one or more limited partners (or such regulatory, tax or other factors applicable to such limited partners) representing a substantial percentage of a Fund have the potential to create significant variations in limited partner investment returns or exposures to liabilities or obligations, or to influence or affect the investment strategy and pursuit of investment opportunities by S2G on behalf of the Fund as a whole. A limited partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the governing documents; conversely, a limitation on one or more limited partners' voting rights generally will increase the voting rights percentage of other limited partners in the Fund. Further, limited partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate

their investments in, through or below the Fund. The other limited partners will generally have no recourse against the Funds, S2G and/or any of their affiliates in the event that certain limited partners receive additional and/or different rights and/or terms as a result of such side letters.

Inflation. High rates of inflation and rapid increases in the rate of inflation generally have a negative impact on financial markets and the broader economy. In an attempt to stabilize inflation, governments may impose wage and price controls or otherwise intervene in a country's economy. Governmental efforts to curb inflation, including by increasing interest rates or reducing fiscal or monetary stimuli, often have negative effects on the level of economic activity. Certain countries, including the U.S., have recently seen increased levels of inflation, and persistently high levels of inflation could have a material and adverse impact on the Funds' investments and its aggregated returns. For example, if a portfolio company were unable to increase its revenue while the cost of relevant inputs were increasing, such portfolio company's profitability would likely suffer. Likewise, to the extent a portfolio company has revenue streams that are slow or unable to adjust to changes in inflation, including by contractual arrangements or otherwise, such portfolio company could increase revenue by less than its expenses increase. Conversely, as inflation declines, a portfolio company may see its competitors' costs stabilize sooner or more rapidly than its own. This has recently resulted in a strengthening of the U.S. dollar vis-à-vis many other currencies but there can be no assurances that such trends will continue and/or that this trend will not reverse such that the U.S. currency is weakened vis-à-vis other currencies. Additionally, because the preferred return is not linked to the rate of inflation, as the rate of inflation increases the proportion of real returns (i.e., the nominal rate of return less the rate of inflation) treated as preferred return decreases and the proportion of real returns subject to performance-based compensation increases. There can be no assurance that high rates of inflation will not have a material adverse effect on the Funds or the investments of the Funds.

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

Financial Institution Risk; Distress Events. An investment in the Funds is subject to the risk that one of the banks, brokers, hedging counterparties, lenders or other custodians (each, a "Financial Institution") of some or all of a Fund's (or any portfolio company's) assets fails to timely perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty (each, a "Distress Event"). Distress Events can be caused by factors including eroding market sentiment, significant withdrawals (e.g., a bank run in which depositors collectively withdraw their balances within a short period of time), fraud, malfeasance, poor performance or accounting irregularities. If a Financial Institution experiences a Distress Event, S2G, the General Partners, the Funds and/or the portfolio companies may not be able to access deposits, borrowing facilities or other services, either permanently or for an extended period of time. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by

organizations such as the Federal Deposit Insurance Corporation (“FDIC”), in the case of banks, and the Securities Investor Protection Corporation (“SIPC”), in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of total loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. While in recent years governmental intervention has often resulted in additional protections for depositors and counterparties during Distress Events, there can be no assurance that such intervention will occur in a future Distress Event or that any such intervention undertaken will be successful or avoid the risks of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of S2G to manage the Funds and their investments, and on the ability of S2G, the Funds and any portfolio company to maintain operations, which in each case could result in significant losses and in unconsummated investment acquisitions and dispositions. Such adverse effects could include: a loss of funds; an obligation to pay fees and expenses in the event a Fund is not able to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of a Fund to access capital contributions or otherwise); the inability of a Fund to acquire or dispose of investments, or acquire or dispose of such investments at prices that S2G believes reflect the fair value of such investments; and the inability of portfolio companies to make payroll, fulfill obligations or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution’s services, it is also possible that a Fund or a portfolio company will incur additional expenses or delays in putting in place alternative arrangements or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, access to capital, or otherwise). Although S2G expects to exercise contractual remedies under agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays. The Funds and their portfolio companies are subject to similar risks if a Financial Institution utilized by investors in a Fund or by suppliers, vendors, service providers or other counterparties of a Fund or a portfolio company becomes subject to a Distress Event, which could have a material adverse effect on a Fund.

Many Financial Institutions require, as a condition to using their services (including lending services), that a General Partner and/or a Fund maintain all or a set amount or percentage of their respective accounts or assets with the Financial Institution, which heightens the risks associated with a Distress Event with respect to such Financial Institutions. Although S2G seeks to do business with Financial Institutions that it believes are creditworthy and capable of fulfilling their respective obligations to the Funds, S2G is under no obligation to use a minimum number of Financial Institutions with respect to the Funds or to maintain account balances at or below the relevant insured amounts.

Tax Considerations Differ for Each Limited Partner. It is expected that limited partners in the Funds will be resident, for tax purposes, in many different jurisdictions. The tax position of limited partners in the Funds may differ according to the limited partner’s particular financial and tax situation and accordingly the structure of the Funds and its investments may not be tax efficient for any particular prospective limited partner. No undertaking is given that amounts distributed or allocated to limited

partners will have any particular tax characteristics or that any specific tax treatment will be obtained. Further, no assurance is given that any particular investment structure in which a Fund has a direct or indirect interest will be suitable for all limited partners and, in certain circumstances, such structures may lead to additional costs or reporting obligations for some or all of the limited partners. Each prospective limited partner should consider its own tax position and reporting requirements in relation to acquiring, holding and potentially disposing of an interest in the Fund, consulting its tax advisor as appropriate.

Tax Liability Considerations. The taxation of partnerships and partners is complex. The Funds may take positions with respect to certain tax issues that depend on legal and other interpretive conclusions. Should any such positions be successfully challenged by a taxing authority, a limited partner might be found to have a different tax liability for that year than that reported on its tax returns. In addition, a taxing authority's review of a Fund may result in a review of the returns of some or all of the limited partners, which examination could result in adjustments to the tax consequences initially reported by the Fund and affect items not related to a limited partner's investment in the Fund. If such adjustments result in an increase in tax liability for any year, the Fund or one or more of the limited partners may also be liable for interest and penalties with respect to the amount of underpayment. The legal and accounting costs incurred in connection with any taxing authority's review of the Fund's tax return will be borne by the Fund. The cost of any audit of a limited partner's tax return will be borne solely by such limited partner.

Item 9 – Disciplinary Information

The Firm does not have any legal or other disciplinary events to report that are material to a current or prospective limited partner's evaluation of the Firm's advisory business or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

As described above in Item 4, S2G is affiliated with the Funds' General Partners which will be deemed registered with the SEC under the Advisers Act pursuant to S2G's registration. These General Partners together with S2G operate as a single advisory business and serve as the General Partner, affiliate or managing members of private investment funds and other pooled vehicles and share common owners, officers, partners, employees, consultants, Operating Partners, Senior Advisors or persons occupying similar positions. The General Partners do not have employees of their own.

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

Code of Ethics and Personal Trading

Pursuant to Rule 204A-1 of the Advisers Act, S2G has adopted a written code of ethics ("Code of Ethics") that sets forth standards of conduct expected of supervised persons and addresses personal

trading and reporting of personal securities transactions, gifts and entertainment and outside business activities, among other topics. The Code of Ethics requires all supervised persons to place Fund interests ahead of the Firm's interests and to maintain full compliance with the federal securities laws. With respect to third parties that are not subject to the trading restrictions under S2G's Code of Ethics and that may otherwise obtain sensitive and nonpublic information relating to a Fund deal (*e.g.*, co-investors, legal, financial, diligence, public relations and other similar service providers), such persons typically are subject to contractual provisions in confidentiality agreements or professional obligations that prohibit the misuse of any such information.

Supervised persons are required to certify their compliance with the Code of Ethics upon hire and on an annual basis. Supervised persons who violate the Code of Ethics will be subject to remedial actions, including, but not limited to, censure, fines, suspension or dismissal. Supervised persons are also required to promptly report any violations of the Code of Ethics of which they become aware.

The personal trading policy for S2G supervised persons is set forth in S2G's Code of Ethics and is acknowledged as received and understood by each supervised person. S2G's personal trading policies are designed to ensure that no Fund is disadvantaged by the transactions executed by a supervised person and that supervised persons do not misappropriate any benefit properly belonging to a Fund.

Supervised persons are permitted to make securities transactions in their personal accounts, subject to certain limitations. S2G's supervised persons and their covered family members are prohibited from trading, either personally or on behalf of others, in securities while in possession of material nonpublic information regarding publicly traded securities or communicating material nonpublic information about such securities to others. S2G maintains a restricted list of issuers about which it has or may have material nonpublic information. Pre-clearance is required by supervised persons and their covered family members for certain personal securities transactions, including trading in restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to file certain reports and link certain brokerage accounts to S2G's compliance software to enable monitoring of personal trading by the Chief Compliance Officer or her designee. Because S2G's business focuses primarily on private market investments, S2G expects that instances of supervised persons having access to material nonpublic information regarding publicly traded securities will be relatively infrequent.

The principals and employees of S2G will occasionally carry on investment activities for their own account and for family members, and in connection therewith, can potentially give advice and recommend securities which differs from advice given to, or securities recommended or bought for, the Funds, even if their investment objectives are the same or similar. In addition, principals and employees are permitted to buy securities in transactions offered to, but rejected by, the Funds or that are outside the investment mandate of the Funds. All such employee private investments are subject to pre-approval and/or review by the Chief Compliance Officer.

S2G will provide a copy of its Code of Ethics to any existing or prospective limited partner upon request to Chief Compliance Officer, at 773-720-8271 or info@s2gventures.com.

Participation or Interest in Client Transactions

Certain S2G employees and their family members are expected to invest in the Funds either through the General Partner and/or as Fund limited partners. S2G does not believe this arrangement presents any material conflict of interest since the General Partners' interests are aligned with the interests of limited partners in such Funds.

S2G will only enter into a principal, cross or agency cross transaction with the appropriate disclosure and/or consent (including, but not limited to, any authorizing provisions in the relevant Governing Documents). In the context of S2G's business, a principal transaction would most likely refer to the practice of warehousing an investment for the formation of a future fund or S2G or a Fund General Partner purchasing the interest of an existing limited partner and a cross transaction would occur when selling a portfolio company, investment or other asset from one Fund to another.

In the event S2G were to recommend a principal transaction or cross transaction, it would generally be after: (i) the Firm has determined the transaction to be in the best interest of participating clients and consistent with the Firm's goal to obtain best execution for its clients; (ii) the transaction is permitted by the relevant Governing Documents; (iii) proper disclosure is given to the relevant General Partner, LPAC or limited partners, as appropriate; and (iv) consent is obtained from the appropriate parties (including, but not limited to, any authorizing provisions in the relevant Governing Documents).

Conflicts of Interest

If any matter arises that S2G determines in its good faith constitutes an actual conflict of interest, S2G will take such actions as are necessary or appropriate, and as permitted by any applicable Fund's Governing Documents, to address the conflict. The Governing Documents of each Fund include a description of what S2G believes to be the most significant conflicts of interest associated with an investment in that Fund. Some of these conflicts are summarized in Item 8 above.

Item 12 – Brokerage Practices

Typically, the Funds' investments in portfolio companies are expected to be private transactions directly negotiated between prospective portfolio companies (or their representative) and S2G and are not facilitated by broker-dealers engaged by S2G or the Funds. However, portfolio companies are permitted to periodically engage broker-dealers or investment bankers to perform various services, such as assisting in capital raising, merger and acquisition activity or the sale of the portfolio company. S2G has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker-dealer or investment banker, if any, to be used to effect transactions for the Funds. In executing transactions, S2G will seek best execution of the transaction. Best execution is a qualitative assessment that takes into account the full range and quality of a broker-dealer or investment banker's services and is satisfied by obtaining the most advantageous overall terms for the

Fund(s) when weighing all factors relevant to the transaction. Best execution is therefore not necessarily determined by lowest possible commission rates.

Whether for private or public securities transactions, S2G selects a broker-dealer or investment banker based on S2G's judgment regarding a variety of factors, including but not limited to: S2G's prior experience in working with the broker-dealer or investment banker; the broker-dealer or investment banker's execution capability, financial responsibility, reputation and expertise within the industry; the broker-dealer or investment banker's responsiveness to the Firm; the broker-dealer or investment banker's expertise in dealing with investments that are restrictive or illiquid in nature; the type and size of the transaction involved; the value of any research services providers; and the commission rates, among other factors.

Although S2G generally seeks competitive commission rates, it will not necessarily pay the lowest commission or commission equivalent, especially in private securities transactions that rely heavily on the specialty services or experience of a broker-dealer or investment banker that operate outside of a competitive bidding environment. Transactions that involve such specialized services on the part of the broker-dealer or investment banker can thereby entail higher commissions, or their equivalents, than would be the case with other transactions requiring more routine services.

S2G does not expect to receive research or other soft dollar benefits in connection with securities transactions for the Funds, does not receive limited partner referrals in connection with selecting or recommending broker-dealers for the Funds and does not engage in directed brokerage. In the event S2G were to aggregate the purchase or sale of securities for client accounts, it would do so on a pro rata basis.

Item 13 – Review of Accounts

Review of Accounts

The investment portfolios of the Funds are generally private, illiquid and long-term in nature and accordingly S2G's review of them is not directed toward a short-term decision to dispose of securities. S2G investment professionals will closely monitor the portfolio companies of the Funds and maintain an ongoing oversight position in such portfolio companies. Decisions as to when to purchase or sell a portfolio company are made by the investment committee. S2G expects to hold board seats for most of the investments it makes or otherwise act to influence control of the management of the investments. Moreover, a team of S2G investment professionals monitor portfolio company performance through regular management meetings, as well as detailed reviews of specific portfolio companies that occur as needed. The team includes principals and other investment professionals of S2G at differing levels of seniority.

Limited Partner Reporting

S2G will provide to limited partners on behalf of its Funds the following written reports: (i) annual audited financial statements prepared in accordance with United States generally accepted accounting principles (“GAAP”) as promulgated by the Financial Accounting Standards Board (“FASB”); (ii) unaudited quarterly financial statements for the first three quarters of each fiscal year; and (iii) annual tax information necessary for the completion of tax returns (K-1). The Firm expects to also have contact with limited partners (*e.g.*, personal visits, video conference, telephone and email) throughout the year as requested and/or as conditions warrant.

Item 14 – Client Referrals and Other Compensation

S2G does not receive any monetary compensation or any other economic benefit from a non-client for S2G’s provision of investment advisory services to a client.

To date, S2G has not engaged a placement agent for investor referrals.

Item 15 – Custody

S2G expects it will be deemed to have custody of the Funds’ assets within the meaning of Rule 206(4)-2 (the “Custody Rule”), subject to certain exemptions set forth in the Custody Rule and related guidance. The Funds will undergo an annual GAAP financial statement audit by an independent public accountant registered with and subject to examination by the Public Company Accounting Oversight Board, copies of which are (or will be, for newly closed Funds) delivered to the Funds and their respective limited partners within 120 days of fiscal year end (or earlier as agreed to in the relevant Governing Documents). Limited partners are encouraged to carefully review such financial statements.

Item 16 – Investment Discretion

S2G will receive and exercise complete discretionary authority to manage investments on behalf of the Funds as per the Governing Documents of each Fund. Investment advice will be provided directly to the Funds, subject to the discretion and control of the relevant General Partner, and not to limited partners in the Funds individually.

Generally, S2G’s restrictions with respect to managing a Fund, such as, but not limited to, the type of securities in which a Fund invests, will be contained in the relevant Fund’s Governing Documents. However, a limited partner can seek to impose limitations on S2G’s authority through a side letter agreement, and the Firm and/or the relevant General Partner can choose to accept reasonable limitations or restrictions at its discretion. All limitations and restrictions placed upon S2G’s investment authority with respect to a limited partner’s investment must be presented to S2G and the relevant Fund’s General Partner in writing and agreed to by all applicable parties.

Item 17 – Voting Client Securities

By virtue of the applicable Governing Documents, S2G will have the authority to vote proxy statements on behalf of the Funds. S2G has adopted proxy voting policies and procedures pursuant to Advisers Act Rule 206(4)-6. S2G's proxy voting policy seeks to ensure that it votes proxies in the best interest of the Funds with a goal towards maximizing overall value. Pursuant to its policy, S2G will generally vote in accordance with management's recommendations unless S2G determines that voting in such a manner is in conflict with the best interests of the Fund's limited partners. In the event that there is a conflict of interest in voting proxies, S2G's proxy voting policy provides that the Firm can address the conflict using several alternatives, including by seeking the approval or concurrence of the relevant Fund's LPAC on the proposed proxy vote, or through other alternatives as set forth in S2G's proxy voting policy. Limited partners in the Funds cannot direct how S2G votes proxies or shareholder consents, nor is S2G required to seek limited partner approval or direction when voting proxies or when giving consent on any matter requiring the consent of shareholders.

Firm principals and affiliated or unaffiliated third parties appointed by S2G sit on the boards of portfolio companies to which S2G provides operational, management and consulting services and, as such, exercise authority with respect to various issues faced by the portfolio companies. S2G does not consider service on portfolio company boards by the aforementioned persons or their receipt of nominal board fees, if any, to create a material conflict of interest in voting proxies with respect to such companies.

S2G will provide a copy of its proxy voting policy to limited partners upon request to Chief Compliance Officer, at 773-720-8271 or info@s2gventures.com. Limited partners can also obtain information from the Firm, free of charge, about how S2G voted any previous proxies, if any.

Item 18 – Financial Information

S2G does not require or solicit prepayment six months or more in advance of more than \$1,200 in fees per Fund; has no financial condition reasonably likely to impair its ability to meet contractual commitments to Funds or limited partners; and has not been the subject of a bankruptcy proceeding.