

Providence Equity Partners L.L.C.

50 Kennedy Plaza, 18th Floor
Providence, Rhode Island 02903

401-751-1700

www.provequity.com

Part 2A of Form ADV: Firm Brochure
March 27, 2024

This brochure provides information about the qualifications and business practices of Providence Equity Partners L.L.C. If you have any questions about the contents of this brochure, please contact us at 401-751-1700. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about Providence Equity Partners L.L.C. is also available on the SEC’s website at www.adviserinfo.sec.gov. An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

Item 2. Material Changes

This brochure, dated March 27, 2024, does not contain any material changes from the previous brochure dated June 16, 2023, though it does contain certain routine updates including, but not limited to: (i) updates to Item 5 to reflect new disclosure related to fees and compensation paid by certain investors and additional disclosures related to allocation of expenses, (ii) updates to Item 8 to reflect new and updated material risk factors related to the Adviser's investment strategy, including such risk factors related to risks of pandemics and diseases, valuation of assets, co-investments with third parties, artificial intelligence, and regulatory developments for private funds, and (iii) updates to Item 11 to reflect new disclosure regarding potential and/or actual conflicts of interest faced by the Adviser related to the allocation of investment and co-investment opportunities, the allocation of investment opportunities among Clients (as defined herein), conflicts related to side letter agreements, and a general partner of a Fund's (as defined herein) ability to increase its commitment under certain circumstances. In addition, the Adviser (as defined in Item 4) routinely makes updates throughout the brochure to improve and clarify the description of its business practices, compliance policies and procedures, as well as to respond to evolving industry best practices.

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Item 4. Advisory Business

For purposes of this brochure, “Adviser” means Providence Equity Partners L.L.C. (“Providence”), a Delaware limited liability company, together (where the context permits) with certain of its affiliates that provide advisory services to and/or receive management fees or Carried Interest (as defined below) from the Funds (as defined below). These affiliates are formed for tax, regulatory or other purposes in connection with the organization of the Funds or serve as general partners of the Funds.

Background

Established in 1989, the Adviser was a pioneer in a sector-based approach to private equity, convinced that a dedicated team of industry experts could build companies of enduring value in the dynamic communications industry. The funds sponsored by the Adviser have invested in more than 175 companies over the Adviser’s 35-year history.

The Adviser’s team operates out of offices in Providence, New York, London, Boston and Atlanta. The Adviser partners with companies across different stages in their development, from growth capital and complex recapitalizations of family-owned businesses to large buyouts and take-privates. The Adviser can employ a variety of financing structures and for its Flagship Funds’ (as defined below) targets equity investments of \$150 million to \$500 million. With respect to the Flagship Funds, the Adviser prefers to lead its investments, serve on portfolio company boards, and work collaboratively with portfolio company management. With respect to Providence Public Master L.P. (together with its feeder funds, the “Providence Public Fund”), the Adviser generally pursued liquid investments in publicly-traded equities and also had the ability to invest in privately issued securities in both public and private companies, however, it is winding up its operations and currently only holds privately issued securities. Since 1989, Providence has built its reputation as a leading sector specialist in media, communications, education and technology throughout North America and Europe. Providence believes the industries in which it invests are large, growing and dynamic and help people around the globe connect, work, learn, play and transact. The Adviser believes these industries are also an increasingly important part of people’s daily lives and how they spend their time. The dynamic nature of these industries lends itself to a specialist investing approach, where deep domain expertise and a rich network of industry relationships help navigate a constantly evolving landscape and identify attractive places to invest. Each of Providence’s four verticals offers, in the Adviser’s view, a broad and diverse set of investment opportunities.

The principal owners of Providence (directly and indirectly) are Jonathan M. Nelson, R. Davis Noell, J. David Phillips, Karim A. Tabet, Andrew A. Tisdale, Michael J. Dominguez, and Providence Equity Global Group L.L.C.

Services

The Adviser provides investment advisory services to investment vehicles that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”), and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”). The Adviser currently serves as the investment manager for Providence Equity Partners IX, L.P., Providence Equity Partners IX-A S.C.Sp. (together with Providence Equity Partners IX, L.P.,

“Providence IX”), Providence Equity Partners VIII L.P., Providence Equity Partners VIII-A L.P., Providence Equity Partners VIII (Scotland) L.P. (together with Providence Equity Partners VIII L.P. and Providence Equity Partners VIII-A L.P., “Providence VIII”), Providence Equity Partners VII L.P., Providence Equity Partners VII-A L.P., Providence Equity Partners VI L.P., Providence Equity Partners VI-A L.P., Providence Equity Partners VI International L.P., Providence Equity Partners V L.P., Providence Equity Partners V-A L.P., Providence Equity Partners IV L.P., Providence Equity Offshore Partners IV L.P., and Providence Equity Operating Partners IV L.P. (the “Flagship Funds”). The Adviser also serves as the investment manager for the Providence Public Fund and certain Co-Investment Vehicles (as defined below). The Adviser expects in the future to advise other funds in addition to those listed herein. Investors in the Funds are generally required to be “qualified purchasers” as defined in the 1940 Act.

The Adviser or its affiliates, from time to time, establishes Funds generally on a transaction-by-transaction basis to allow certain persons to invest alongside one or more PE Funds (as defined below) in a particular investment opportunity or, in certain cases, opportunities (each such vehicle, a “Co-Investment Vehicle”). Co-Investment Vehicles are typically limited to investing in securities relating to the transaction or transactions with respect to which they were organized; however, certain Co-Investment Vehicles are permitted to invest in securities relating to multiple Funds, transactions or portfolio companies. As a general matter, any co-investment by a Co-Investment Vehicle will be on terms and conditions not more favorable than the terms and conditions of the investment by the applicable Flagship Fund.

Additionally, the Adviser also establishes affiliates which serve, and may itself serve, as general partner (or analogous entity) of certain other Funds which are “feeder” vehicles (each, a “Feeder Fund”) organized to invest exclusively in another Fund, and/or alternative investment vehicles (each, an “Alternative Investment Vehicle”) organized to address, for example, specific tax, legal, business, accounting or regulatory-related matters that arise in connection with a transaction or transactions.

The Flagship Funds, Providence Public Fund, Co-Investment Vehicles, Feeder Funds, Alternative Investment Vehicles and any other clients of the Adviser are collectively referred to, as the context permits, as the “Funds.” All of the Funds other than the Providence Public Fund are collectively referred to, as the context permits, as the “PE Funds”.

The PE Funds make primarily long-term private equity and equity-related investments, as well as, on occasion, investments in debt instruments. In accordance with the PE Funds’ respective investment objectives, investments are generally made in companies doing business in the media, communications, education and technology industries. The Providence Public Fund is winding up its operations and currently only holds privately issued securities. The Adviser’s advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of the Funds, managing and monitoring the performance of such investments and disposing of such investments. The Adviser serves as the investment adviser or general partner to the Funds in order to provide such services.

Investment advice is provided directly to the Funds, subject to the discretion and control of the applicable general partner, and not individually to the limited partners of the Funds. Services are provided to the Funds in accordance with an advisory agreement with each of the Funds and/or

organizational documents of the applicable Fund. Investment restrictions for the Funds, if any, are generally set forth in the organizational documents of the applicable Fund.

As of December 31, 2023, the Adviser managed a total of \$24,631,658,238 of client assets, all of which is managed on a discretionary basis.

Item 5. Fees and Compensation

Management Fees

In respect of certain PE Funds, the Adviser is paid a quarterly management fee, payable in advance, by such applicable Fund. Certain of the Flagship Funds no longer pay management fees due to where each such Flagship Fund is in its life cycle. The Providence Public Fund pays the Adviser a monthly management fee, in advance. Management fees are paid by each of the PE Funds with either cash on hand (including cash drawn from credit facilities), disposition proceeds or from drawdowns of the investors' unfunded capital commitments. Management fees paid by each PE Fund and the Providence Public Fund are indirectly borne by investors in such Funds, including any Funds that invest in a PE Fund, the Providence Public Fund (such as Feeder Funds) or Alternative Investment Vehicles. With respect to the PE Funds, the management fee is typically calculated based on capital commitments or remaining invested capital, as to which a Disposition has not occurred. Management fees, in some cases, are reduced or waived during the life of a Flagship Fund. With respect to the Providence Public Fund, the management fee is calculated as a percentage of the net asset value of the Fund (or based on the lower of cost or fair market value for certain illiquid investments).

The general partner of each Fund generally is permitted to terminate the advisory agreement upon 60 days' notice, or a shorter or longer notice period as set forth in each relevant Fund's organizational documents. Upon termination of a relevant advisory agreement, management fees that have been prepaid are returned on a prorated basis.

The precise amount of, and the manner and calculation of, the management fees for each Fund is disclosed in the organizational and offering documents of such Fund. The management fees are negotiated collectively with the investors of each Fund and are subject to waiver or reduction by the Adviser. For example, the Adviser and certain of its principals, employees, former employees or their family members and related vehicles typically invest (directly or indirectly) in the Funds, and management fees assessed on such investments are typically substantially reduced or waived entirely and in certain cases the Carried Interest (as defined below) is waived, up to certain thresholds. In addition, a portion of such principals' and employees' capital subscription may be made through reductions in or waiver of the management fee payable to the Adviser by such Fund in lieu of capital contributions by such principals and employees. Investors that meet certain minimum investment amounts or early investment deadlines also, in some cases, benefit from lower management fees as disclosed in the organizational documents for the Funds. Certain Co-Investment Vehicles may pay management fees, Carried Interest, and/or administration fees.

Except as otherwise set forth in the organizational documents of a Fund, the management fees paid by a Fund will generally be reduced by a percentage of: (1) the amount of fees, if any, paid by such Fund to persons acting as placement agents in connection with the offer and sale of interests in

such Fund to certain potential investors, (2) the fees incurred by the Adviser in connection with the organization of such Fund that exceed a limit specified in such Fund's organizational documents and/or (3) certain Other Fees (as defined below) received by the Adviser or its affiliates. The amount and manner of such reduction, if any, is set forth in the advisory agreement and/or organizational documents of the applicable Fund. To the extent such Other Fees are shared, such Other Fees and any resulting management fee reductions will generally be allocated among the applicable Fund(s) and any Co-Investment Vehicle or Co-Investment Vehicles on the basis of the relative ownership of each entity in the relevant investment or another method. Generally, once a Fund has been allocated its portion of such Other Fees, such portion is further allocated among all of the investors in such Fund pro-rata in accordance with their capital commitments to such Fund or such other manner in accordance with the Fund's LPA. Generally, the portion of Other Fees allocable to a Fund, Co-Investment Vehicle or third-party investor that does not pay management fees will be retained by the Adviser and such amounts will not offset any management fees or Carried Interest.

Other Fees and Expenses

Generally, and except as otherwise set forth in the organizational documents of a Fund, the Adviser will ultimately bear all fees of any placement agent that solicits investors for the Funds either directly or via an offset to the management fee. The Funds will bear all legal and other expenses, including the out-of-pocket expenses of the applicable general partner, incurred in the formation of the Funds and their general partners up to an amount specified in the organizational documents of the applicable Fund. Organizational expenses in excess of this amount, if any, ultimately will be borne by the Adviser either directly or via an offset to the management fee.

Generally, and except as set forth in the organizational documents of the applicable Fund, a Fund will pay all expenses, costs and liabilities incurred in connection with its operations and investments and the performance by the Adviser and the Fund of their respective obligations pursuant to the terms of the relevant Fund's partnership agreement and investment management agreement, including: (a) out-of-pocket expenses, costs and liabilities (including those incurred by subsidiaries used to hold, manage or administer investments) associated with identifying, structuring, negotiating, acquiring, monitoring, financing, holding or disposing of investments, including due diligence costs, research and market data costs, environmental, social, and governance ("ESG") assessment costs, publications, periodicals and database services, legal, accounting, auditing and tax preparation (including preparation of financial statements and estimates and expenses relating to preparing, printing and distributing investor reports physically or electronically (including software or hardware used to electronically distribute such reports)), consulting, appraisal, business development, travel, accommodation, entertainment, expenses incurred preparing, reviewing and negotiating placement agent agreements, and other expenses; (b) out-of-pocket expenses incurred as a result of a proposed transaction or investment that is not consummated, to the extent not reimbursed by a third party; (c) the organization of any alternative investment vehicle; (d) litigation expenses (including potential litigation and discovery requests), arbitration and mediation expenses, expenses of acquiring and maintaining liability insurance or bonds covering indemnified persons (including commissions, premiums and deductibles to obtain directors' and officers' liability and errors and omissions insurance, whether or not indemnifiable) and other insurance and indemnity expenses, and the amount of any judgments or settlements paid in connection with any of the foregoing; (e) all taxes (including VAT), fees and other governmental

charges levied against a Fund or payable by such Fund and all expenses incurred in connection with any tax audit, investigation, settlement or review of a Fund; (f) expenses and costs, including without limitation travel, meals and accommodation expenses, associated with communications to and meetings or conferences of the investors as well as those associated with any Fund advisory committee meetings (including printing and duplication expenses, and mailing expenses) as well as other advisory committee expenses (including legal counsel, accountants, auditors, financial advisors or any other advisors or experts retained to assist the advisory committee and other expenses incurred in connection with advisory committee action); (g) all expenses incurred in connection with hedging transactions and currency conversions; (h) expenses and costs of liquidating such Fund, any alternative investment vehicles and any subsidiaries of the foregoing; (i) administrative expenses and costs, including expenses associated with information technology, the maintenance of books of account, the preparation of financial statements and any financial reports, tax returns and K-1s (including fees and expenses of auditors, administrators, valuation agents, tax specialists, accountants and counsel and the cost of any subscription fees and expenses and expenses relating to software tools, programs and other technology); (j) fees and expenses (including but not limited to their respective travel, meals, accommodation and entertainment expenses) of senior advisors, operating partners, advisers, investment bankers, attorneys, accountants, consultants, ESG consultants and other similar professionals who are not employees or affiliates of the Adviser and who assist with the sourcing, identifying, investigating, evaluating, structuring, negotiating, making, acquiring, financing, holding, monitoring, sale, proposed sale, other disposition or valuation of potential investments or that provide financial, structuring, or strategic advice to, or perform other services for, such Fund or its portfolio companies and expenses (including compensation) of employees of certain of the Fund's subsidiaries used to hold, manage or administer investments; (k) expenses and costs incurred in connection with U.S. and non-U.S. government and regulatory filings and compliance (including initial registration fees, legal fees and ongoing registration fees charged by regulators, fees incurred in conducting investor due diligence including in accordance with applicable law and best practices and any fees, costs and expenses incurred in complying with the disclosure, reporting and other similar obligations under the Alternative Investment Fund Managers Directive (including any implementing national laws, rules or regulations) ("AIFMD") (other than AIFM Directive-related expenses in connection with the offering and sale of interests in the Fund, which shall be organizational expenses) (including any similar law, rules or regulations in the United Kingdom ("UK") implementing or amending AIFMD post the UK's withdrawal from the European Union (the "EU")) or any other non-U.S. jurisdictions), Schedules 13F, 13G, and 13D, and any secondary legislation, rules and/or associated guidance) but, excluding Form ADV and Form PF except as provided by a particular Fund's organizational documents); (l) bridge financing expenses and guarantees (which may be payable to another Fund co-investing in the bridge transaction or to the Adviser or an affiliate, in each case being the entity providing the bridge financing to the applicable Fund), borrowing, financing, commitment, origination and similar fees and expenses, (including the costs and expenses incurred in obtaining, negotiating, entering into, effecting, maintaining, varying, refinancing or terminating such borrowings and commitments and interest arising therefrom); (m) repayment obligations incurred in connection with such Fund's credit arrangements (including interest, fees and expenses in connection with such credit arrangements and legal expenses) and all other expenses of depositary services of any depositary, custodian, transfer agency, and administrator services (including all legal, accounting, audit, consulting and appraisal expenses); (n) fees and expenses related to investments and potential investments, brokerage commissions,

prime broker fees, initial and variation margin, interest and dividend expense, margins, option premiums, brokerage, floor, exchange, and clearinghouse commissions, memberships and fees; (o) clearing and settlement charges; (p) pre- and post-trade support software and related support services; (q) due diligence costs and research and market data costs (including any computer hardware and connectivity hardware (*e.g.*, telephone and fiber optic lines) incorporated into the cost of obtaining such research and market data), publications, periodicals, database services and data processing that are directly related to research activities on behalf of such Fund; (r) risk analysis and risk reporting by third parties and risk-related and consulting services, fees of providers of specialized data and/or analysis as to specific companies, sectors or asset classes in which such Fund has made or intends to make an investment, compliance with any ESG initiatives or principles, and related expenses; (s) any costs associated with proxy solicitation contests and the preparation of any letters with respect to plans and proposals regarding the management, ownership and capital structure of any portfolio company (and related anti-trust or other regulatory filings) by the Adviser in connection with such Fund's investments; (t) fees and expenses relating to software tools, programs or other technology utilized in sourcing investments and managing certain Funds (including third party software licensing, subscription implementation, data management and recovery services and custom development costs); (u) all expenses relating to a defaulting limited partner; (v) expenses incurred in connection with any restructuring or amendments to the constituent documents of the Funds and related entities; (w) directors' fees; and (x) any fee due to a general partner and costs and expenses incurred in the performance of its general partner duties, pursuant to a Fund's organizational documents. Except as provided above or as set forth in the organizational documents of the applicable Fund, and to the extent not reimbursed by a portfolio company or other third party, the applicable general partner or the Adviser will pay all ordinary operating expenses incidental to the provision of the investment management and certain administrative services to the Funds, including rent, salaries and bonuses for the employees of the Adviser.

From time to time, the general partner of a Fund creates certain "special purpose vehicles" or similar structuring vehicles for purposes of accommodating certain tax, legal and regulatory considerations of investors ("SPVs"). Where the general partner of a Fund creates an SPV, consistent with the organizational documents of the Fund, the SPV, and indirectly, the investors in such SPV, typically bear all expenses related to its organization, formation and maintenance and other expenses incurred solely for the benefit of the SPV. Expenses of the types borne by a Fund but associated with any Feeder Fund or similar vehicle organized to facilitate the participation of certain investors in a Fund (including, without limitation, expenses of accounting and tax services) are generally permitted to be borne in whole or in part by a Fund and indirectly, the investors thereof (even if such investors do not participate in any such Feeder Fund or similar vehicle) unless otherwise set forth in the organizational documents of the applicable Fund.

From time to time the Adviser will be required to decide whether certain fees, costs and expenses should be borne by the Adviser, a Fund, a portfolio company, co-investors and/or a third party and if so, how such fees costs and expenses should be allocated among the relevant parties. Certain fees, costs and expenses may be the obligation of one particular party and may be borne by such party, or fees, costs and expenses may be allocated among multiple parties. The Adviser allocates fees, costs and expenses in accordance with a Fund's organizational documents. To the extent not addressed in the organizational documents of a Fund, the Adviser will make allocation determinations among parties in a fair and reasonable manner using its good faith judgment (which

such allocation methodologies may include pro rata allocation based on the respective capital commitments of a Fund, pro rata allocation based on assets under management of a Fund, pro rata allocation based on the respective investment amount (or anticipated investment amount) of a party in an investment, relative benefit received by a party, or such other fair and equitable method as determined by the Adviser in its sole discretion), notwithstanding its interest (if any) in the allocation. The Adviser has discretion to determine whether a particular allocation among one or more Funds and co-investors or Co-Investment Vehicles is fair and equitable. This discretion creates a potential conflict of interest and an incentive to allocate fees, costs and expenses to a particular Fund over another Fund which could result in a Fund bearing more than its pro rata portion of certain fees, costs and expenses (including Dead Deal Expenses (as defined below)).

The Adviser will make any corrective allocations and take any mitigating steps if it determines in its sole discretion that such corrections are necessary or advisable to ensure allocations are equitable on an overall basis in its good faith judgment. Notwithstanding the foregoing, the portion of a fee, cost or expense allocated to a Fund for a particular service will not always reflect the relative benefit derived by such Fund from that service in any particular instance and the Adviser may determine an allocation of fees, costs and expenses to be fair and equitable even where a Fund is required to bear more than its proportional share of such fees, costs or expenses relative to other parties receiving the same service or participating in the same transaction. In addition, a Fund will bear more or less of a particular fee, cost or expense based on the methodology used, and a Fund will bear more or less of a particular fee, cost or expense based on the number of parties the Adviser selects to bear the fee, cost or expense in its initial allocation determination.

When making fee, cost and expense allocation determinations, the Adviser generally will allocate a fee, cost or expense to one or more Funds that are in existence and identified as such at the time the allocation determination is made. Accordingly, it can be expected that in certain cases Funds that were not in existence or otherwise identified as parties at the time a fee, cost or expense is allocated will ultimately benefit from a particular fee, cost or expense, without having borne any portion of such fee, cost or expense, and in such cases the Adviser will not re-allocate the fee, cost or expense to each such future Fund, and such future Fund(s) will benefit at the expense of other parties, including the Funds.

There may be occasions when one Fund pays a fee, cost or expense common to multiple other Funds (e.g., legal expenses for a transaction in which multiple Funds participate). On such occasions, each Fund will reimburse the paying Fund for its share of such fee, cost or expense, generally without interest, and promptly after the payment is made by the paying party. For example, where one Fund borrows under a subscription line to make an investment that is then syndicated to co-investors, the co-investors will typically reimburse the Fund for the cost of such borrowing; however, if the syndication of the co-investment is not successful, or such co-investor defaults on its commitment, the Fund will bear the entire cost of such borrowing.

A Co-Investment Vehicle generally bears fees, costs and expenses related to its organization and formation and other fees, costs and expenses incurred solely for its benefit. A Co-Investment Vehicle also generally bears its pro rata portion of fees, costs and expenses incurred in identifying, acquiring, holding and disposing of investments and certain other shared fees, costs and expenses. To the extent such fees, costs and expenses or Other Fees are shared among one or more Funds and (including one or more Co-Investment Vehicles), such fees, costs and expenses and

Other Fees will generally be allocated among the applicable Fund or Funds (including any Co-Investment Vehicle or Co-Investment Vehicles) on the basis of the relative ownership of each entity in the relevant investment or another method. However, as a general matter, no prospective co-investor will bear fees, costs or expenses until a Co-Investment Vehicle is both (i) formed (with admitted third party limited partners) and (ii) committed to invest in the prospective investment. In cases where a proposed transaction is not consummated, either by a Fund or by both a Fund and a prospective co-investor, regardless of whether a Co-Investment Vehicle has been formed, all fees, costs and expenses incurred in making the proposed but not consummated investment (“Dead Deal Expenses”) are generally borne, depending on the facts and circumstances, solely by the Fund or Funds (other than Co-Investment Vehicles) that were pursuing such proposed investment. Co-Investment Vehicles (and prospective co-investors) are not typically allocated any share of break-up fees received from a third party in connection with such unconsummated investment. Co-Investment Vehicles may also benefit from the use of a general partner whose organizational and maintenance expenses have been borne and will continue to be borne entirely by other Funds. In determining such allocation, the Adviser will evaluate the facts and circumstances including, without limitation, timing of the transaction, benefit to the Fund to have co-investors participate in a particular transaction and relative negotiating power.

Additionally, a general partner in its sole discretion may structure any co-investment opportunity such that co-investors will not bear other shared fees, costs and expenses, in addition to Dead Deal Expenses. Generally, the portion of any transaction or other fee income allocable to capital invested by a Co-Investment Vehicle or a third-party investor that does not pay management fees will be retained by the Adviser and such amounts will not offset any management fees or Carried Interest and will not be shared with such Co-Investment Vehicle or third-party investor.

Dead Deal Expenses incurred by a Fund in connection with a transaction that is not consummated include, among other things, legal, accounting, advisory, consulting or other third-party expenses (including amounts payable to Consultants (as defined below) and other third parties), any travel and travel-related expenses, all fees, costs and expenses of lenders, investment banks and other financing sources in connection with arranging financing for a proposed investment (including commitment fees), any break-up fees, reverse termination fees, termination or other similar fees, costs of negotiating co-investment documentation (including non-disclosure agreements with counterparties), the costs from onboarding (i.e., KYC) investment entities with a financial institution, expenses incurred in connection with any tax audit, investigation, settlement or review, extraordinary expenses such as litigation costs and judgments and other expenses, and any deposits or down payments of cash or other property which are forfeited in connection with a proposed investment that is not consummated.

In addition, the Adviser and its affiliates have discretion to (i) receive performance-based compensation, management fees, administration fees, or similar fees from Co-Investment Vehicles and (ii) collect customary fees in connection with actual or contemplated investments that are subject to co-investment arrangements.

In certain circumstances, the Adviser may be incentivized to agree to restrictions or other resolutions of conflicts for the benefit of one Fund (or one or more of its portfolio companies) to the detriment of another Fund (or one or more of its portfolio companies), in particular where it receives or expects to receive more fees or Carried Interest (as defined below) from such other

Fund for the benefit of whom it is agreeing to such actual or potential restriction or limitation than it does from the Fund, which will be subject to the resulting restriction or limitation.

Under certain circumstances, a Fund incurs fees, costs and/or expenses that will not always be directly related to a specific potential investment and/or be more general in nature or focused on industry sectors. All or a portion of such fees, costs and/or expenses are expected to be allocated to such Fund as a fund expense, notwithstanding the fact that such fees, costs and/or expenses or related services could directly or indirectly inure to the benefit of the Adviser, its respective affiliates and personnel or other Funds (including Co-Investment Vehicles), in addition to or in lieu of such Fund.

When a broker is used in connection with an investment by a Fund, such Fund will incur brokerage and other transaction costs. Any brokerage and other transaction costs incurred by a Fund will be borne by such Fund.

For additional information regarding brokerage practices, please see Item 12 below.

In addition, please see Item 6 below for information regarding Carried Interest received by the Adviser with respect to the Flagship Funds and Performance Allocations (as defined below) received by the Adviser with respect to the Providence Public Fund.

Related Service Fees and Related Other Fees

The Adviser or its affiliates are permitted to receive fees in addition to the management fee, including commitment fees, break-up fees, directors' fees, consulting fees, closing fees, incentive fees or discounts from service providers and similar fees relating to the investments made by a Fund and/or to monitoring, structuring, transaction-related services, financial advisory services and other services ("Related Services") provided by the Adviser or its affiliates to an actual or prospective portfolio company, other investment vehicles of the Funds or the Funds themselves, including fees in connection with structuring investments in such portfolio companies, as well as mergers, acquisitions, add-on acquisitions, financings and refinancings, public offerings, sales or other dispositions and similar transactions with respect to such portfolio companies (collectively, "Other Fees"). The amount and timing of any Other Fees received by the Adviser or its affiliates are generally specified in agreements with the relevant portfolio companies.

Generally, under the terms of the applicable organizational documents, for purposes of calculating any management fee offset, these Other Fees are net of out-of-pocket costs and expenses incurred by the Adviser in connection with consummated and unconsummated transactions or in connection with generating any such fees. These Other Fees can be substantial and paid in cash, in securities of the portfolio companies or investment vehicles (or rights thereto) or otherwise. Although these fees are in addition to management fees paid by the Funds, the Adviser will in certain circumstances reduce management fees in connection with the receipt of these fees. The amount and manner of such reduction is set forth in the advisory agreement and/or organizational documents of the applicable Fund. Any such reduction of a Fund's management fees will be limited to the extent of such Fund's proportionate capital commitment to the portfolio company or investment vehicle to which such Other Fees relate relative to commitments by other Funds. For the avoidance of doubt, any fees paid to the Adviser or its personnel after a Fund has exited an

investment, unless otherwise agreed, are not considered “Other Fees” and do not reduce management fees. There may be certain circumstances (such as the occurrence of an initial public offering or strategic exit) which may accelerate the payment of fees under the management agreement with a portfolio company. See “Accelerated Monitoring Fees” below for more information.

Since the agreements with the portfolio companies providing for such fees may have prolonged terms (often exceeding ten years and/or subject to automatic extensions and renewal), the effect of such acceleration may be substantial, particularly in the event such circumstances occur early in the life of a Fund’s investment in such portfolio company. Additionally, portfolio companies typically reimburse the Adviser or a Fund for expenses (including without limitation travel expenses, which may include expenses for chartered or first class travel, premium accommodations, meals and entertaining expenses) incurred by the Adviser or a Fund in connection with its performance of services for such portfolio company; such reimbursed expenses are generally not included in the definition of “Other Fees” under the terms of the applicable organizational documents, and such reimbursements are not subject to the sharing or offset arrangements described above and are permitted to be retained by the Adviser. Fees that certain Funds are required to pay to their general partners are also not subject to the sharing or offset arrangements described above and are permitted to be retained by the general partners of such Funds. For a discussion of material conflicts of interest created by the receipt of such fees, please see Item 11 below.

The payment of Other Fees and reimbursements by portfolio companies creates a conflict of interest between the Adviser and its affiliates and the Funds and their investors because the amounts of these Other Fees and reimbursements can be substantial and the Funds and their investors generally do not have a direct interest in these fees and reimbursements. The Adviser determines the amount and timing of these fees for the services provided and reimbursements in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions, and the amount of such fees and reimbursements often will be disclosed only to certain investors in the Funds and not others (except in connection with the reductions described herein).

The Adviser and its affiliates also engage and retain senior advisors, operating partners, advisers, consultants, and other similar professionals (together, “Consultants”) who are not employees or affiliates of the Adviser (but may be former employees or affiliates) and who, from time to time, receive compensation from, or allocations with respect to, portfolio companies and/or other entities (which may include, without limitation, salary, bonuses, director’s fees, consulting fees, portfolio company equity and performance-based fees). In such circumstances, such amounts will not be deemed paid to or received by the Adviser and its affiliates and such amounts will not be subject to the sharing or offset arrangements described above and are permitted to be retained by the Consultants. Additionally, such compensation may be linked to the performance of an applicable portfolio investment or a Fund’s performance. In addition, a Consultant’s benefits described herein (including, for the avoidance of doubt, compensation arrangements) will, in certain circumstances, continue after termination of their status as a Consultant. Consultants, from time to time, are offered the ability to invest in a Fund or in a particular investment as a co-investor on preferred economic terms (including on a no-fee/no-carry basis). A Fund’s share of any such retainers, success fees or other fees charged by such Consultants will be treated as a Fund expense. While

the Adviser believes such fees are reasonable for the relevant services provided, such fees may not always be comparable to costs, fees, and expenses charged by other third parties. In the event a Consultant is paid a fixed fee over a time period, the value provided to the relevant Fund and/or portfolio company by such Consultant may vary over such period or from period to period and there can be no assurance that the aggregate fees paid will be commensurate with the value provided by the Consultant. In addition, a Fund or applicable investment will bear any travel costs or other out of pocket costs incurred by Consultants in connection with the services.

Any fees that accrue to the benefit of former Adviser personnel or other persons who are or become unaffiliated with the Adviser (even if any such fee is earned during their tenure with the Adviser) are not considered “Other Fees” and do not reduce the management fees or otherwise benefit the Funds or their investors. Similarly, any fees that accrue to the benefit of Adviser personnel or other persons who are affiliated with the Adviser prior to their association with the Adviser (even if any fee received in kind is realized or otherwise converted to cash during their tenure with the Adviser) are not considered “Other Fees” and do not reduce the management fees or otherwise benefit the Funds or their investors.

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

In respect of each Flagship Fund, the applicable general partner (and therefore indirectly employees of the Adviser and certain PSG Equity L.L.C. (“PSG”) employees, principals and other persons) are also generally entitled to receive a portion of distributions of net Fund profits (the “Carried Interest”) that would otherwise be distributed to such Fund’s investors. See “Relationship with PSG” in Item 11 below. In respect of the Providence Public Fund, its general partner (and indirectly Providence, PSG and employees of Providence, principals and other persons) may receive a performance allocation (the “Performance Allocation”) based on cumulative net performance for each calendar year that would otherwise be allocated to the Providence Public Fund’s investors. The Carried Interest and Performance Allocation received by such related persons conform with the requirements set forth in Section 205 of the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Carried Interest paid by the Flagship Funds and the Performance Allocation paid by the Providence Public Fund are indirectly borne by the investors in such Funds, including any Funds that invest in a Flagship Fund or the Providence Public Fund (such as Feeder Funds). Co-Investment Vehicles and Feeder Funds pay or bear performance-based fees on a case-by-case basis as set forth in the applicable organizational documents.

The precise amount of, and the manner and calculation of, the Carried Interest or Performance Allocation for each Fund is disclosed in the organizational and offering documents of each Fund. The Carried Interest provisions are negotiated collectively with the investors of each Fund, and the Carried Interest and Performance Allocation for each Fund are also subject to waiver or reduction by the applicable general partner. For example, the Adviser and certain of its principals and employees and their family members and related vehicles typically invest (directly or indirectly) in the Funds, and the Carried Interest or Performance Allocation assessed on such investments is typically substantially reduced or waived entirely.

The payment of Carried Interest or a Performance Allocation or the payment of Carried Interest or allocation of a Performance Allocation in varying amounts by some, but not all, Funds creates an

incentive for the Adviser to disproportionately allocate time, services, functions or investment opportunities to Funds paying such performance-based fees or Funds paying such performance-based fees at a higher rate than another Fund. With respect to the Flagship Funds, generally, and except as may be otherwise set forth in the organizational documents of the Flagship Funds, this conflict is mitigated, at least in part, by provisions restricting the Adviser and its principals, unless consented to by limited partners holding interests representing at least two-thirds of the aggregate commitments to the applicable Flagship Funds, from closing a new pooled multiple investment fund with investment objectives and policies substantially similar to those of the applicable Flagship Fund until the earlier of (i) the end of the applicable Flagship Fund's investment period or (ii) such time as the applicable Flagship Fund is at least 75% invested or committed (including amounts reserved for follow-on investments and reasonably anticipated expenses of the applicable Flagship Fund). With respect to Co-Investment Vehicles, this conflict is further mitigated because Co-Investment Vehicles invest in portfolio companies alongside one or more Flagship Funds in pre-set amounts. The governing documents of any Alternative Investment Vehicle will generally contain terms and conditions substantially similar to those of the Flagship Fund with respect to which it is formed, and profits and losses of an Alternative Investment Vehicle generally will be aggregated with those of such Flagship Fund for purposes of determining distributions by the Flagship Fund and the Alternative Investment Vehicle (except as may be advisable because of legal, regulatory or tax constraints). Please also see Item 12 below regarding trade aggregation and Item 11 below for additional information relating to how conflicts of interests are generally addressed by the Adviser.

Item 7. Types of Clients

The Adviser provides investment advisory services to the Funds (other than with respect to certain Co-Investment Vehicles as set forth in their organizational documents). Investment advice is provided directly to the Funds and not individually to the investors in the Funds. Investors in the Funds are generally "qualified purchasers" as defined in the 1940 Act, and may include, among others, high net worth individuals, banks, thrift institutions, pension and profit-sharing plans, trusts, estates, charitable organizations, university endowments, corporations, sovereign wealth funds, limited partnerships and limited liability companies.

The Funds do not have a minimum size, but minimum investment commitments are generally established for investors in the Funds. The general partner of each Fund has sole discretion to permit investments below the minimum amounts set forth in the offering documents of such Fund.

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

Methods of Analysis and Investment Strategies

The Adviser's investment professionals, senior advisors and operating partners seek to generate attractive deal flow, often developing investment opportunities before they come to the attention of other investors. Once a potential investment is identified, it typically is reviewed and analyzed by a team of investment professionals assigned to the deal and, where appropriate, one or more senior advisors or operating partners. Prospective investments that pass the initial review then proceed to an intensive due diligence review. This process typically involves extensive analysis of the company's strategy, products, historical and projected operating results, regulatory and technology issues, as well as an assessment of key market dynamics. The Adviser typically receives information directly from the entity (or its agents and/or representatives) it is investigating as a potential investment opportunity for a Fund.

In its Flagship Funds, the Adviser pursues private equity investments (as well as, on occasion, investments in debt instruments) in companies operating in the media, communications, education and technology industries by seeking to purchase attractive assets at compelling prices or to finance activities that create significant value. The Adviser seeks to enhance the value of portfolio companies through improved operations, strategic restructuring and successful exit strategies.

Any determinations or actions with respect to the acquisition or disposition of investments by a PE Fund are made by the investment committee of the general partner for such Fund. The investment committee reviews and is responsible for approving all investments, monitors due diligence practices and provides advice in connection with key commercial and legal terms of potential investments. Any investment committee decision with respect to the Flagship Funds requires the vote of a majority of the members. Moreover, Mr. Nelson currently has a veto right on any investment decisions of the Flagship Funds through Providence VIII but does not have such a right with respect to Providence IX.

The investment committee of the general partner for each Flagship Fund (other than Providence IX) currently consists of Mr. Nelson, Mr. Dominguez, Mr. Noell, Mr. Phillips, Mr. Tabet and Mr. Tisdale. The investment committee of the general partner for Providence IX consists of Messrs. Dominguez, Noell, Phillips, Tabet and Tisdale. The composition of the membership of any investment committee may be changed by the general partner of the appropriate PE Fund at any time.

The Flagship Funds' private equity investments generally have a targeted investment time horizon of 3-6 years. The PE Funds' investments are typically acquired in privately-negotiated transactions in which the applicable PE Fund acquires a controlling or influential equity position. Where such PE Fund acquires a controlling or influential equity position, the Adviser is often able to exercise influence and add value to such investments. Certain PE Funds are also permitted to make debt investments in portfolio companies. Such debt investments will generally be acquired in privately-negotiated transactions in companies doing business in the media, communications, education and technology industries. In certain instances, the Funds are permitted to purchase debt securities in a company in which another Fund holds an equity interest. The Funds are permitted to make investments in both publicly-listed and privately-held companies. The Providence Public Fund's

remaining investments are private investments. The details of each Fund's investment strategies and investment restrictions are disclosed in the offering and organizational documents provided to prospective investors in such Fund.

The Adviser provides investment advice with respect to a wide range of securities and other investments, including, but not limited to, bank loans and participations, private placements and other securities not registered or exempt from registration under the Securities Act, bonds, convertible securities and equity securities issued by foreign issuers, futures contracts, forward contracts, swaps, swaptions, commodities, hybrid securities, other "synthetic" or derivative instruments, trades executed on margin, credit-linked notes, credit default notes and credit swaps.

Risks

Investing in securities involves a substantial degree of risk. A Fund may lose all or a substantial portion of its investments, and investors in the Funds must be prepared to bear the risk of a complete loss of their investments.

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

Risks Related to the Nature of the Funds' Investments

Many of a PE Fund's investments will be, and all the Providence Public Fund's remaining investments are, highly illiquid, and there can be no assurance that a Fund will be able to realize a return on such investments in a timely manner. Consequently, dispositions of such investments may require a lengthy time period or may result in distributions of securities in kind to investors that may or may not be marketable. Certain securities in which a Fund will invest will be the most junior in what typically will be a complex capital structure, and thus subject to the greatest risk of loss. Certain of the Fund's investments are in businesses with little or no operating history. Certain of a Fund's investments may be in portfolio companies with high levels of debt or may be in leveraged buyouts. Leveraged buyouts by their nature require companies to undertake a high ratio of fixed charges to available income. Such investments are inherently more sensitive to declines in revenues and increases in expenses. To the extent a Fund makes debt investments, such Fund will be subject to additional risks, including those related to credit and market risks and special risks associated with investing in bank loans and participations, unsecured loans, second-lien loans, non-investment grade debt and other loans and debt instruments. Since the Funds will only make a limited number of investments, and because a Fund's investments generally will involve a high degree of risk, poor performance by a small number of investments could severely affect total returns to a Fund and its investors.

In addition, the Funds may hold stocks, options and other equity-related instruments may be subject to various types of risk, including market risk, liquidity risk, counterparty credit risk, legal risk and operations risk. In addition, equity-related instruments can involve economic leverage and may, in some cases, involve significant risk of loss. Equity securities may also include common stocks, preferred stocks, interests in real estate investment trusts, convertible debt obligations, convertible preferred stocks, equity interests in trusts (including shares issued by trusts

registered as investment companies under the 1940 Act), partnerships, joint ventures or limited liability companies and similar enterprises, warrants and stock purchase rights. In general, equity values fluctuate in response to the activities of individual companies and in response to general market and economic conditions. Accordingly, the value of the stocks and other securities and instruments that a Fund holds directly or indirectly may decline over short or extended periods of time. The stock markets tend to be cyclical, with periods when stock prices generally rise and periods when stock prices generally decline. The volatility of equity securities means that the value of an investment in a Fund may increase or decrease significantly over relatively short periods.

Projections

A Fund relies upon projections developed by the Adviser or a portfolio company concerning the portfolio company's future performance, outcome and cash flow. Projections are inherently subject to uncertainty and factors beyond the control of the Adviser and the portfolio company and may be changed. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values, outcomes and cash-flows.

Pay-to-Play Laws, Regulations and Policies

Several states and municipal pension plans have adopted so-called pay-to-play laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state or municipal officials by individuals or entities seeking to do business with state or municipal entities, including investments by public retirement funds. The SEC has also adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation with respect to a government plan investor for two years after the adviser or certain of its executives or employees contribute to certain elected officials or candidates for office. If a general partner, the Adviser or their respective employees or affiliates fails to comply with such pay-to-play laws, regulations or policies, such non-compliance could have an adverse effect on a Fund by, for example, providing the basis for the withdrawal of the affected government plan investor as a limited partner.

Media, Communications and Technology Regulatory Considerations

Certain Funds invest in a number of different media, communications and technology-related industries. Certain companies in those industries are or may become subject to extensive regulatory requirements. Certain regulations that are intended to limit the concentration of ownership and control of communications and media companies may prevent the Funds from making certain investments that it would otherwise make. For example, the Funds may be precluded from making certain investments in communications and media companies based on sharing common management with one or more of the Funds that have an interest in a similar portfolio company. Other regulations may cause the Funds to incur substantial additional costs or lengthy delays in connection with the completion or disposition of an investment. In general, investors will be subject to special "insulating" provisions.

Expedited Transactions

Investment analyses and decisions by the Adviser are frequently required to be undertaken on an expedited basis to take advantage of investment opportunities, in particular, in light of current market conditions. In such cases, the information available to the Adviser at the time an investment decision is made may be limited, and the Adviser may not have access to detailed information regarding an investment opportunity. Therefore, no assurance can be made that the Adviser will have knowledge of all circumstances that may adversely affect such investment.

Highly Competitive Market for Investment Opportunities

The business of a Fund is highly competitive and the success of a Fund as a whole depends upon the identification and availability of suitable investment opportunities. The activity of identifying, completing and realizing attractive investment opportunities is highly competitive and involves a high degree of uncertainty, especially with respect to timing. The availability of investment opportunities will be subject to market conditions, the prevailing regulatory conditions and/or the political climate in industries and regions in which a Fund may invest and other factors outside the control of a Fund. Although the Adviser has been successful in identifying suitable investments in the past, the Adviser and the general partners will be competing for investments against other sources of capital, including other private investment firms, such as PSG, direct investment firms, special purpose acquisition companies, merchant banks and strategic investors, and the Adviser and the general partners may be unable to identify a sufficient number of attractive investment opportunities for a Fund to meet its investment objectives. Other investors may make competing offers for investment opportunities that the Adviser has identified, and even after an agreement in principle has been reached with the board of directors or owners of an acquisition target, consummating the transaction is subject to a myriad of uncertainties, only some of which are foreseeable or within the control of the Adviser or the general partners. As a result, although the Adviser believes that significant opportunities currently exist and that a Fund should have sufficient deal flow to access such opportunities, there can be no assurance that a Fund will be able to identify and complete investments that satisfy its investment objectives, or realize the value of such investments, or that it will be able to invest fully all of its capital commitments. To the extent that any portion of a Fund's committed capital is not invested, a Fund's potential returns may be diminished.

Risks Arising from General Economic Conditions

General and specific 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 and the value of the investments held by the Funds. Instability in the securities markets and economic conditions generally may also increase the risks inherent in the Funds' investments. The ability to realize investments depends not only on portfolio companies and their historical results and prospects, but also on political, market and economic conditions at the time of such realizations. Volatility in the financial sector and global and regional political conditions may have an adverse material effect on the ability of the Funds to buy, manage, sell and partially dispose of their investments. Political instability resulting in war or the construction of trade and economic barriers could increase transaction costs and/or impact the ongoing operations of existing investments, which would materially adversely impact the value

of a Fund's portfolio investments. The Funds may be adversely affected to the extent that they seek to dispose of any of their investments into an illiquid or volatile market, and a Fund may find itself unable to dispose of investments at prices that the Adviser believes reflect the fair value of such investments.

Changes in general economic conditions may affect a Fund's activities. Interest rates, general levels of economic activity, the price of securities, the price of commodities, the rate of inflation and participation by other investors in the financial markets may affect the value and number of portfolio investments made by a Fund or considered for prospective investment. In addition, certain recent bank failures could be a sign of systemic economic weakness that could be revealed over time, and the effect on inflation of the related remedies by the U.S. federal government could cause further adverse economic implications. Such failures have also caused volatility in markets generally. A Fund's investment strategy and the availability of opportunities satisfying a Fund's risk-adjusted return parameters rely, in part, on the continuation of certain trends and conditions observed in the market for various financial instruments and the larger financial markets and in some cases the improvement of such conditions. Consequently, a Fund may not be capable of, or successful at, preserving the value of its assets, generating positive investment returns or effectively managing risks. No assurance can be given that such conditions, trends or opportunities will arise or continue as applicable.

Custody and Banking Risks

The Funds maintain accounts with one or more banks or other depository institutions ("banking institutions"), which may include U.S. and non-U.S. banking institutions, and may enter into credit facilities or have other financial relationships with banking institutions. The distress, impairment or failure of one or more banking institutions with whom a Fund, its portfolio companies, the general partner and/or the Adviser transact may inhibit the ability of the Fund or its portfolio companies to access depository accounts or lines of credit at all or in a timely manner. In such cases, a Fund may be forced to delay or forgo investments or call capital when it is not desirable to do so, resulting in lower performance for the Fund. In the event of such a failure of a banking institution where a Fund or one or more of its portfolio companies holds depository accounts, access to such accounts could be restricted and U.S. Federal Deposit Insurance Corporation (FDIC) protection may not be available for balances in excess of amounts insured by the FDIC (and similar considerations may apply to banking institutions in other jurisdictions not subject to FDIC protection). In such instances, a Fund and its affected portfolio companies may not recover such excess, uninsured amounts and instead, would only have an unsecured claim against the banking institution and participate pro rata with other unsecured creditors in the residual value of the banking institution's assets. The loss of amounts maintained with a banking institution or the inability to access such amounts for a period of time, even if ultimately recovered, could be materially adverse to a Fund or its portfolio companies. One or more investors or a Fund's general partner could also be similarly affected and unable to fund capital calls, further delaying or deferring new investments. In addition, a Fund's general partner may not be able to identify all potential solvency or stress concerns with respect to a banking institution or to transfer assets from one bank to another in a timely manner in the event a banking institution comes under stress or fails.

The United Kingdom's Exit from the European Union

The UK left the EU on January 31, 2020 ("Brexit"). During an 11-month transition period, the UK and the EU agreed to a Trade and Cooperation Agreement which sets out the agreement for certain parts of the future relationship between the EU and the UK from January 1, 2021. The Trade and Cooperation Agreement does not provide the UK with the same level of rights or access to all goods and services in the EU as the UK previously maintained as a member of the EU and during the transition period. In particular, the Trade and Cooperation Agreement does not yet include an agreement on financial services. Accordingly, uncertainty remains in certain areas as to the future relationship between the UK and the EU.

From January 1, 2021, EU laws ceased to apply in the UK. However, many EU laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Depending on the terms of any future agreement between the EU and the UK on financial services, substantial amendments to English law may occur. The UK government has enacted legislation that will repeal, replace or otherwise make substantial amendments to the EU laws that currently apply in the UK. It is impossible to predict the consequences on a Fund and its investments. Such changes could be materially detrimental to a Fund and its investors.

Although one cannot predict the full effect of Brexit, it could have a significant adverse impact on the UK, and European and global macroeconomic conditions and could lead to prolonged political, legal, regulatory, tax and economic uncertainty. This uncertainty is likely to continue to impact the global economic climate and may impact opportunities, pricing, availability and cost of bank financing, regulation, values or exit opportunities of companies or assets based, doing business, or having service or other significant relationships in, the UK or the EU, including companies or assets held or considered for prospective investment by a Fund.

The future application of EU-based legislation to the private fund industry in the UK and the EU will ultimately depend on how the UK renegotiates the regulation of the provision of financial services within and to persons in the EU. There can be no assurance that any renegotiated terms or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives. Brexit could result in significant market dislocation, heightened counterparty risk, an adverse effect on the management of market risk and, in particular, asset and liability management due in part to redenomination of financial assets and liabilities, an adverse effect on the ability of the general partner of a Fund, the Adviser and their affiliates to manage and operate a Fund and to make investments and an increased legal, regulatory or compliance burden for the general partner of a Fund, the Adviser, their activities by raising and lowering short-term interest rates. At times, governments may also attempt to manage inflation through fiscal policy, such as by raising taxes or reducing spending, thereby reducing economic activity; conversely, governments can attempt to combat deflation with tax cuts and increased spending designed to stimulate economic activity. Inflation rates may change frequently and significantly as a result of various factors, including unexpected shifts in the domestic or global economy and changes in economic policies, and a Fund's investments may not keep pace with inflation, which may result in losses to limited partners.

In addition, if a portfolio company is unable to increase its revenue in times of higher inflation, its profitability might be adversely affected. One or more portfolio companies could have long-term

rights to income linked to some extent to inflation including, without limitation, by government regulations and contractual arrangements. As inflation rises, typically a business will earn more revenue but also will incur higher expenses; as inflation declines, a business might be unable to reduce expenses in line with any resulting reduction in revenue. A rise in real interest rates may also result in higher financing costs for portfolio companies and for the Funds, including with respect to subscription-based credit facilities, and could therefore result in a reduction in the amount of cash available for distribution to a Fund's limited partners.

Risks Related to the Sustainable Finance Disclosure Regulation

The European Union's Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (as amended from time to time, the "SFDR") sets out certain environmental, social, governance ("ESG") and sustainability disclosure requirements for alternative investment fund managers undertaking fund management activities or marketing fund interests to investors within the European Economic Area ("EEA").

The SFDR, along with other sustainability and ESG requirements that may, in the future, be imposed by other jurisdictions or regions in which the Adviser does business and/or in which the Funds are marketed, may result in additional compliance costs, disclosure obligations or other implications or restrictions on the Funds or for the Adviser, including the requirement to capture information or data about each Fund or its investments and undertake a periodic assessment of the principal adverse impacts of each Fund's impact on sustainability factors. Additionally, the Adviser may be required to classify itself or a Fund against certain ESG criteria, some of which can be open to subjective interpretation. The Adviser's view on the appropriate classification may develop over time, including in response to statutory or regulatory guidance or changes in industry approach to classification. A change to the relevant classification may require further actions to be taken, for example it may require further disclosures by the Adviser or a Fund or it may require new processes to be set up to capture data about a Fund or its investments, which may lead to additional cost to be borne by the Fund. Additionally, the classification of a Fund into a certain ESG category may make it more difficult for such Fund to raise its targeted amount of capital commitments as such classification may not reflect the beliefs or values of a particular investor in the manner of which another classification otherwise would.

Risks Relating to EU Foreign Direct Investment Rules

In March 2019, the EU adopted a regulation establishing a framework for the screening of investments from non-EU countries (foreign direct investment or "FDI") that may affect security or public order (Regulation (EU) 2019/452 of the European Parliament and of the Council of 19 March 2019 establishing a framework for the screening of foreign direct investments into the Union) (the "FDI Regulation"). The FDI Regulation came into force in October 2020 and, among other things, created a system of co-operation and information sharing between the European Commission and member states and a way to raise concerns related to specific investments, in particular if the relevant investment has not triggered their national FDI regime. Since the FDI Regulation and EU screening framework came into force EU member states have been actively involved in the EU review, impacting the timing of the investment process if an FDI filing has been triggered. Further, since the FDI Regulation came into force, (i) several EU Member States have adopted national foreign investment regimes, (ii) the scope of the national regimes in certain

EU Member States has expanded in light of global developments, and (iii) the EU is also working towards broadening and harmonizing foreign direct investment regimes in EU Member States. There can be no assurance that more restrictive regulations, e.g., outbound investment restrictions, will not be adopted in the future.

Risks Related to Pandemics and Other Diseases

The international transmission of COVID-19 fundamentally changed the way humans experience life worldwide. From an economic perspective, efforts to contain the spread of COVID-19 resulted in border closings and travel restrictions, significant disruptions to business operations, supply chains and customer activity, lower consumer demand for certain goods and services, in person event cancellations and restrictions, school closures, service cancellations, reductions and other changes, significant challenges in healthcare service, preparation and delivery, as well as general concern and uncertainty. Additionally, COVID-19 weakened certain industries and specific businesses. New variants and low rates of vaccination in certain areas of the world could create further uncertainty. Health crises caused by the outbreak of COVID-19 and the disproportionate impact of the pandemic on certain communities, groups of individuals, such as school aged children, and industries has exacerbated pre-existing political, social, economic, market and financial risks. The long term impact of the outbreak is difficult to predict, and could negatively impact certain of a Fund's portfolio companies or the broader economy, as well as the ability of the Adviser to operate and grow its business, which could reduce a Fund's returns.

All of the foregoing may have an adverse impact on the performance of certain of the Funds' investments, and the Funds' ability to raise capital, source and consummate new investments or to realize its investments. In addition, disruptions in the global supply chain continue, with dislocations occurring in shipping routes, ports, air cargo, trucking lines, railways, warehouses and other areas of the supply chain. This has led to shortages of manufacturing components, order backlogs, delivery delays and rising costs for transportation and consumer prices.

Future pandemics could affect the ability of the Adviser to operate effectively, including the ability of personnel to function, communicate and travel to the extent necessary to carry out a Fund's capital raising and investment strategies and objectives including, for example, conducting in-person meetings with investors and due diligence on potential investments. The full long-term effects, duration and ultimate costs of the COVID-19 pandemic are impossible to predict, and the circumstances surrounding the COVID-19 pandemic will continue to evolve. All risks applicable to COVID-19 would also apply to any future pandemics or similar public health emergencies.

Inflation Risk

Inflation is a sustained rise in overall price levels. Moderate inflation is associated with economic growth, while high inflation can signal an overheated economy. Inflation risk is the risk that the value of assets or income from investments will be less in the future as inflation decreases the value of money (*i.e.*, as inflation increases, the values of a Fund's assets can decline). Inflation poses a "stealth" threat to limited partners because it reduces savings and investment returns. Central banks, such as the U.S. Federal Reserve, generally attempt to control inflation by regulating the pace of economic activity. They typically attempt to affect economic activity by raising and lowering short-term interest rates. At times, governments may also attempt to manage

inflation through fiscal policy, such as by raising taxes or reducing spending, thereby reducing economic activity; conversely, governments can attempt to combat deflation with tax cuts and increased spending designed to stimulate economic activity. Inflation rates may change frequently and significantly as a result of various factors, including unexpected shifts in the domestic or global economy and changes in economic policies, and a Fund's investments may not keep pace with inflation, which may result in losses to limited partners.

In addition, if a portfolio company is unable to increase its revenue in times of higher inflation, its profitability might be adversely affected. One or more portfolio companies could have long-term rights to income linked to some extent to inflation including, without limitation, by government regulations and contractual arrangements. As inflation rises, typically a business will earn more revenue but also will incur higher expenses; as inflation declines, a business might be unable to reduce expenses in line with any resulting reduction in revenue. A rise in real interest rates may also result in higher financing costs for portfolio companies and for the Funds, including with respect to subscription-based credit facilities, and could therefore result in a reduction in the amount of cash available for distribution to a Fund's limited partners.

Valuation of Assets

There is no actively traded market for most of the securities owned by the PE Funds and there is no actively traded market for any of the remaining securities owned by the Providence Public Fund. When estimating fair value for such investments, the Adviser will apply a methodology based on its best judgment (including, for instance, determination of when an investment should be written down or written off) that is appropriate in light of the nature, facts and circumstance of the investments.

Valuations for the PE Funds, and in all cases for the Providence Public Fund, are subject to multiple levels of review for approval and ensuring that portfolio investments are fairly valued is an important focus of the Adviser. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties; as a result, the fair values may differ from (i) values that would have been determined had an active market existed for such securities and (ii) the prices at which such securities may ultimately be sold. Additionally, the Funds follow the United States Generally Accepted Accounting Principles (US GAAP) accounting fair value guidance Accounting Standards Codification 820 (ASC 820) which may prohibit the Adviser from considering facts and circumstances it may deem relevant such as blockage factors and buyer-specific synergies.

The Adviser has broad discretion in determining the value of a Fund's investments. This discretion is particularly impactful in determining the value of privately held securities, which comprise most of the securities held by the Funds. In valuing such securities, the Adviser adheres to ASC 820 of US GAAP and takes into account relevant factors, which include, without limitation, one or more of the following: purchase cost; sales prices of recent public or private transactions in the same or similar securities; the class of security held by a Fund, including whether such securities are subordinated; valuations of comparable companies; discounted cash flow analysis; significant recent events affecting the issuer, including pending mergers and acquisitions; and restrictions as to salability or transferability not otherwise taken into account in the valuation methodology. In determining whether an investment has been permanently impaired, the Adviser primarily

considers whether the carrying value basis of the investment exceeds its anticipated or expected recoverable amount and if the investment's remaining cost basis value is unlikely to recover in the foreseeable future, taking into account, among other things, the occurrence of certain events such as bankruptcy, material defaults on loans, and transactions that subordinate or materially dilute a Fund's interest in the investment. The Adviser is permitted to determine that even extremely distressed investments should not be written down or permanently impaired.

The assets of certain Funds are valued based, to the extent possible, on prices obtained from independent third-party sources including exchanges. However, third-party pricing information may, at times, not be available regarding certain of a Fund's assets. The valuation of those assets for which a third-party price is not obtained will be based on other sources deemed reliable. There is also a risk that greater management fees and performance allocations may be paid by such a Fund than would have been paid if the actual value of such assets is lower. None of the Adviser, a Fund's general partner or any administrator of a Fund is under any liability (including any obligation to remit excess management fees or performance allocations to such Fund or any of its limited partners) if a price reasonably believed to be an accurate valuation of a particular asset of such Fund is found not to be such.

There are circumstances where the Adviser is incentivized to determine valuations that are higher or lower than the actual fair value of investments. For example, under certain circumstances, the valuation of investments will affect the amount and timing of the carried interest payable by limited partners and the amount of management fees. Furthermore, the determination that an investment has been permanently impaired, or, in certain cases, to write down the value of, an investment, reduces the amount of management fees paid to the Adviser following any step-down in management fees. That construct incentivizes the Adviser to determine that investments are not permanently impaired or should not be reduced in value. Because of the Adviser's broad discretion in determining such valuations, including broad discretion to determine whether or not to write down an investment or whether an investment's value has been permanently impaired and over which securities comprise an investment for this purpose, it faces an inherent conflict of interest between determining fair valuations and increasing its own revenues, and there is no guarantee that such conflict will be resolved in the favor of the Funds.

Lack of Diversification Risk

A Fund may not be highly diversified. Lack of diversification would expose a Fund to losses disproportionate to market declines in general if there were disproportionately greater adverse price movements in the particular investments held by a Fund. To the extent a Fund invests a relatively high percentage of its assets in a limited number of portfolio companies, countries, regions, markets, industries or sectors, a Fund will be more susceptible than a more widely diversified investment partnership to the negative consequences of a single corporate, economic, political or regulatory event.

Follow-On Investments

A Fund may be called upon to provide follow-on funding for its portfolio companies or have the opportunity to increase its investment in such portfolio companies. There can be no assurance that a Fund will wish to make follow-on investments or that it will have sufficient funds to do so. Any

decision by a Fund not to make follow-on investments or its inability to make them may have a substantial negative impact on a portfolio company in need of such an investment or may diminish a Fund's ability to influence the portfolio company's future development. Such decision not to make a follow-on investment could also lead to dilution of such Fund's interest if a third-party were to make an additional investment in lieu of such Fund. Additionally, if a portfolio company is held by more than one Fund, then such a decision not to make an additional investment by a Fund will result in follow-on opportunities not being allocated pro rata among such Funds, which could also dilute the non-participating Fund's position in the portfolio company. Conversely, in certain circumstances the decision by a Fund to make follow-on investments may present conflicts of interest, including with respect to the determination of the structure and other terms of such follow-on investment. In addition, there is no guarantee that any follow-on opportunity would be allocated pro rata among the Funds holding the existing investment which could result in conflicts between such Funds with respect to management of the investment, in particular, with respect to each Fund's views on timing of exit.

No Operating History

The Funds generally have no operating history upon which investors can evaluate their likely performance prior to investing. Accordingly, there can be no assurance that such Fund will achieve its investment objectives. Past investment performance is not necessarily indicative of the future results of an investment in a Fund. A Fund's investment program should be evaluated on the basis that there can be no assurance that the Adviser's assessments of the short-term or long-term prospects of investments will prove accurate.

Investing in Growth Businesses

Certain Funds expect to make investments in growth companies. These companies may be characterized by short operating histories, evolving markets, intense competition and management teams that have limited experience working together. A portfolio company may need to implement appropriate sales and marketing, inventory, finance, personnel and other operational strategies in order to become and remain successful. A Fund's returns will depend upon the Adviser's ability to find and invest in companies that can successfully combine these strategies where products and markets are constantly evolving. There can be no assurance that the Adviser will be able to find and invest in a sufficient number of these companies to meet investor return expectations.

Significant Positions in Public Securities; Regulatory Requirements

In the event the Funds acquire a significant stake in certain public securities (including by virtue of conducting an IPO of an existing portfolio company) and such stake exceeds certain percentage or value limits, the Funds may be subject to regulation and regulatory oversight that may impose trading restrictions, notification and filing requirements or other administrative burdens on the Adviser. Any such requirements may impose additional costs on the investors and may delay the acquisition or disposition of the securities or the Funds' abilities to respond in a timely manner to changes in the markets with respect to such securities.

In certain cases where the Funds acquire beneficial ownership of more than 10% of a certain class of securities of a public company, place a director on the board of directors of such a company, or

are otherwise deemed to be an “insider”, under Section 16 of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Funds may be subject to certain additional reporting requirements and may be subject to certain restrictions on their ability to buy and sell such securities within certain time periods. Furthermore, in such circumstances the Funds may be restricted from entering into a short position in such issuer’s securities, and therefore limited in their ability to hedge such investments. Similar restrictions and requirements may apply in non-U.S. jurisdictions. These restrictions could limit the Funds’ ability to liquidate positions when they would otherwise prefer to do so, which could reduce returns to investors.

E.U. Data Privacy and Security Laws

On May 25, 2018, Regulation (EU) 2016/679 (“GDPR”) came into effect. The GDPR, which following the United Kingdom’s withdrawal from the EU is incorporated into the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) and took effect on January 1, 2021 (“UK GDPR”) aimed to modernize the legal framework of data protection and privacy for entities within the scope of GDPR and UK GDPR to ensure the consistent protection of personal data by making businesses more accountable for compliance with applicable requirements. Accordingly, onerous penalties of up to the greater of 4% of an organization’s annual worldwide turnover or EUR 20 million/GBP 17.5 million respectively could be imposed for breaches of the GDPR and UK GDPR, including a failure to report personal data breaches, to inform individuals about how their personal data will be collected and used or to implement or maintain appropriate security systems and protocols. While a Fund and the Adviser will endeavor to maintain processes, procedures and systems to avoid such breaches and penalties, there can be no assurance that these will always be effective in doing so. The UK’s data protection authority, the Information Commissioner’s Office, has indicated that it will continue to enforce the UK GDPR in line with the enforcement of the GDPR in the EU. However, in March 2023 the UK government introduced legislation to repeal the UK GDPR which, if passed in its current form, would result in a more flexible approach to the regulation of data in the UK and therefore create divergence between the EU and UK data protection regimes. In addition, the GDPR and UK GDPR, along with recent legal developments in Europe, impose restrictions and have created complexity regarding transfers of personal data from the EU and the UK to the U.S. For example, the European Commission introduced updated Standard Contractual Clauses in 2021 for international transfers of personal data, and the UK has introduced an international data transfer agreement to be used for restricted transfers from the UK, as well as a UK addendum to the Standard Contractual Clauses, both of which came into effect on March 21, 2022. This changing landscape and the process of ensuring that such restricted transfers continue to comply with the GDPR and the UK GDPR may lead to additional costs and increase overall risk exposure for the Funds and the Adviser.

On January 17, 2025, the Digital Operational Resilience Act (“DORA”) will come into effect. DORA is an EU regulation that prescribes requirements for the security of network and information systems of organizations in the financial sector – as well as for critical third parties that provide information communication technologies (“ICT”) to such organizations. DORA imposes stringent operational requirements on in-scope entities, which include: (i) maintaining an information technology risk management compliance program comprised of technical and organizational measures that aligns with and reflects the organization’s risk profile; (ii) reporting

of ICT security incidents to competent regulatory authorities and, in certain cases, to clients and customers; and (iii) ensuring that current and new contractual arrangements with third-party ICT service providers contain prescriptive outsourcing terms. Compliance with DORA could increase the cost of compliance for the Funds (and their portfolio companies) and the Adviser. Moreover, if DORA is implemented, interpreted or applied in a manner inconsistent with the Funds' or the Adviser's expectations, it may adversely impact the business practices of the Funds or the Adviser, could result in costs associated with litigation, settlements, fines, sanctions or other regulatory penalties, and may impede the ability of the Fund's portfolio companies to perform under or refinance their existing obligations.

In-Kind Distributions

In connection with distributions from Funds, limited partners may receive in-kind distributions of securities or other assets from such Funds, particularly where sufficient cash to satisfy withdrawal requests is not available for distribution, or where the distribution of cash or the liquidation of investments is impracticable or would be prejudicial to such Funds or their partners. Securities or other investments so distributed may not be readily marketable or saleable or may be subject to significant transfer restrictions and may have to be held for an indefinite period of time. A limited partner who receives a distribution in-kind will bear the risk of a direct investment in the securities or other assets so distributed until they can be sold, as well as the brokerage costs and potential price impact resulting from the disposal of such securities or assets.

Small and Medium Capitalization Companies

A Fund may invest a portion of its assets in companies with small, mid and "small" large capitalizations and/or less established companies. While the Adviser believes these assets often provide significant potential for appreciation, such investments involve higher risks in some respects than do investments in stocks of larger and/or more established companies. For example, such companies tend to have fewer resources and, therefore, are often more vulnerable to financial failure. Such companies also may have shorter operating histories on which to judge future performance and in many cases, if operating, will have negative cash flow. To the extent there is any public market for the securities held by the Funds in any such companies, such securities may be subject to more abrupt and erratic market price movements than those of larger, more established companies. In addition, the management teams of smaller and/or less established companies may be less experienced and less capable in some cases than is typical of larger companies. As such, these investments should be considered highly speculative and may result in the loss of a Fund's entire investment.

Education Industry Considerations

The Funds may make portfolio investments in the education sector. The education sector is highly regulated and, as a result, portfolio investments in education companies may be affected by changes in U.S. and non-U.S. laws and regulations. Any changes in laws or regulations, or changes in the interpretation of existing laws or regulations or in the persons charged with oversight of such laws or regulations, may adversely impact a Fund's portfolio investments or limit the attractiveness of investment opportunities in the education sector.

Technology Industry Considerations

Certain Funds expect to make investments in the technology sector. Technology companies, including information technology companies, face intense competition globally, which may have an adverse effect on a company's profit margins. Technology companies may have limited product lines, markets, financial resources or personnel. The products of technology companies may face obsolescence due to rapid technological developments, frequent new product introduction, unpredictable changes in growth rates and competition for the services of qualified personnel. Companies in the technology sector are heavily dependent on patent and other intellectual property rights. A technology company's loss or impairment of these rights may adversely affect the company's profitability.

New Issues

Certain Funds are permitted to purchase "new issue" securities. The risk of loss associated with securities purchased in initial public offerings is greater than those in connection with general securities trading. While the Adviser believes that "new issues" offer significant potential for gain, the prices of newly issued securities may not increase as expected, and in fact may decline to a significant extent. If the Adviser is not correct in its assessment of which new issues will appreciate, such Fund will suffer losses. If the Adviser is unable to liquidate such positions in a timely manner, such Fund will be exposed to further losses which could be considerable.

Investments in Levered Companies

The Funds' investments may be in businesses with high levels of debt or may be investments in leveraged buyouts. Leveraged buyouts by their nature require companies to undertake a high ratio of fixed charges to available income. Although the Adviser will seek to use leverage in a manner it believes is prudent, the leveraged capital structure of such investments will increase the exposure of a portfolio company to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of such portfolio company or its industry. Leveraged investments are inherently more sensitive to declines in revenues and to increases in expenses. Leveraging the capital structure of a portfolio company will mean that third parties, such as banks, may be entitled to the cash flow generated by such investments prior to a Fund receiving a return. The securities in which a Fund may invest generally will be the most junior in what typically will be a complex capital structure, and thus subject to the greatest risk of loss. In addition, there can be no guarantee that debt facilities will be available at commercially attractive rates throughout the term of a Fund or when due for refinancing such that such Fund or the applicable portfolio company will be exposed to less favorable terms or rates upon a refinancing, or that any facilities negotiated will be fully utilized.

Risks Related to Reliance on Management of Portfolio Companies

While it is generally the intent of the Adviser to invest in companies with proven operating management in place, there can be no assurance that such management will continue to operate the company successfully, or that changes to portfolio company management teams will be successful. Although the Adviser will monitor the performance of each investment, a Fund will rely upon management to operate the portfolio companies on a day-to-day basis.

Material Non-Public Information

As part of its investment advisory activities, the Adviser may come into possession of material non-public information of an issuer that it will be prohibited from using for the benefit of one or more Funds. In such circumstances, the Adviser could be restricted in its ability to buy and sell the public securities of such issuer on behalf of the Funds. This may occur, for example, if the Adviser is contemplating a transaction on behalf of one Fund (but not all Funds), and, as part of that process, obtains material non-public information of an issuer or is required to sign a non-disclosure agreement, even where such Fund will not participate in such transaction and even if the Fund is not made aware of such material non-public information. The Adviser may also obtain such material non-public information as a result of the Adviser's participation in the management of portfolio companies and/or participation with creditors' committees in bankruptcy proceedings on behalf of a Fund. If another Fund has an existing holding that is affected by the obtained material non-public information or the non-disclosure agreement, the Adviser may not be able to sell or otherwise dispose of that position for a period of time and the Fund may experience a loss in value, including a total loss, of the position during this period.

In certain limited instances, the Adviser and its personnel may possess material non-public information obtained as a result of the Adviser's activities on behalf of one Fund that it may use to benefit another Fund. Any such use may be considered in light of relevant disclosures to the Funds, fiduciary obligations, and applicable rules and regulations.

Additionally, the Adviser may be subject to restrictions on trading in certain securities as a result of its historical relationship with PSG. As a result, the Adviser may not be able to buy or sell a particular security on behalf of its Funds because PSG possesses material non-public information concerning such issuer or the market for such issuer's securities or has otherwise imposed trading restrictions on such securities. Similarly, in such circumstances, the Adviser may not be able to dispose of a security owned by a Fund, even in a declining market, until the information becomes publicly available or immaterial and the trading in such issuer's securities is no longer restricted.

Risks Arising from Provision of Managerial Assistance

If the Adviser structures a Fund's investments so that the Fund will qualify as a "venture capital operating company" within the meaning of regulations promulgated under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Fund will be required to obtain rights to participate substantially in and to influence substantially the conduct of the management of the majority (valued at cost) of a Fund's portfolio companies. Regardless of whether a Fund seeks to qualify as a "venture capital operating company," a Fund typically will designate directors to serve on the boards of directors of portfolio companies. The designation of representatives and other measures contemplated could expose the assets of a Fund to claims by a portfolio company, its security holders and its creditors, including claims that a Fund is a controlling person and thus is liable for securities laws violations of a portfolio company. These measures also could result in certain liabilities in the event of the bankruptcy or reorganization of a portfolio company; could result in claims against a Fund if the designated directors violate their fiduciary or other duties to a portfolio company or fail to exercise appropriate levels of care under applicable corporate or securities laws, environmental laws or other legal principles; and could expose a Fund to claims that it has interfered with management to the detriment of a portfolio

company. While the Adviser intends to manage each Fund in a manner that will minimize the exposure to these risks, the possibility of successful claims cannot be precluded.

Risk of Third-Party Litigation

A Fund's investment activities subject it to the risk of becoming involved in litigation by third parties. This risk is somewhat greater where a Fund exercises control of, or significant influence over, a company's direction, including to the extent it appoints representatives to the company's board of directors. The expense of defending against claims by, and producing or evaluating discovery sought by, third parties and paying any amounts pursuant to settlements or judgments would, absent certain conduct by the Adviser or such affiliated board members, be borne by a Fund, would reduce net assets and could require investors to return distributions to a Fund. The Adviser and such board members are entitled to be indemnified by a Fund (and in certain cases by the portfolio company) in connection with such litigation, subject to certain limitations as set forth in the organizational documents for such Fund.

Indemnification

A Fund generally agrees to indemnify the Adviser, Consultants and other service providers (including placement agents, other agents, any director or officer of any portfolio company who serves or has served in such capacity at the request of its General Partner or the Adviser, and in certain circumstances PSG and its employees) for liabilities incurred in connection with the affairs of the Fund. Such liabilities may be material and have an adverse effect on the returns to the investors, and will not be subject to any management fee offset. For example, a Fund may be required (i) in connection with a potential portfolio investment, to retain and indemnify (directly or indirectly) financial advisors, providers of debt financing and service providers prior to the consummation of the investment, including taking such actions in cases where a Fund may ultimately acquire only a portion of the investment available, (ii) to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading and (iii) to indemnify the Adviser for losses incurred in connection with a guarantee. The indemnification obligations of a Fund would be payable from the assets of such Fund, including the unfunded capital commitments of the investors. If the assets of a Fund are insufficient to cover such indemnification obligations, investors could be required to return distributions to a Fund (subject to certain limitations).

Risks Upon Disposition of Investments

Certain Funds invest in private securities, which are generally more difficult to sell than publicly traded securities, as there is often no liquid market, which may result in selling interests at a discount. In connection with the disposition of private securities, a Fund may agree to purchase price adjustments, may be obligated to fund such purchase price adjustments and may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of a business. Although the Adviser will attempt to structure transactions so that it does not have to do so, a Fund may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in the incurrence of contingent liabilities that may ultimately yield funding obligations that

must be satisfied by the limited partners to the extent of their unfunded commitments or prior distributions made to such limited partners. The organizational documents of a Fund typically contain provisions to the effect that if there is any such claim in respect of a portfolio company, it will be funded by the investors in the Fund, including subject to certain limitations, by returning distributions received from the Fund.

Risks of Bankruptcy of Portfolio Companies

A Fund may make investments in portfolio companies that experience financial difficulties and become insolvent or file for bankruptcy protection. Various U.S. and non-U.S. laws in connection with such bankruptcy proceedings could operate to the detriment of a Fund. There is also a risk that a court may subordinate a Fund's investment to other creditors or require a Fund to return amounts previously paid to it by a portfolio company that became insolvent or files for bankruptcy, a risk that could increase if a Fund has management rights in such portfolio company.

Certain Effects of Default and Bankruptcy

Each of a Fund's portfolio companies or its assets may be pledged to third parties, including senior lenders, and could be foreclosed upon or otherwise acquired by such parties under certain circumstances, including an incipient and/or unremedied default. In the event of the bankruptcy of a portfolio company, prior distributions to a Fund may be reclaimed if such prior payments are determined to have been "preference" payments under applicable bankruptcy and related laws and regulations.

Defined Benefit Pension Liabilities

As a result of its equity ownership, representation on the board of directors and/or contractual rights, a Fund may be deemed to control, participate in the management of or influence the conduct of one or more of its portfolio companies. This could expose the assets of a Fund to claims by a portfolio company, its other security holders, its creditors or governmental agencies. In addition, if a Fund holds 80% or more of the interests in a portfolio company and a Fund is found to be a "trade or business" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a court could find that a Fund is jointly and severally liable with the portfolio company for any withdrawal liability with respect to a multiemployer pension plan from which the portfolio company withdraws or is deemed to have withdrawn. There is also a risk that a Fund could be deemed to be part of a "partnership-in-fact," with certain co-investors based on joint investment and other activities. This is currently an unsettled area of law and significant questions remain regarding the potential application of these theories to similar factual situations. If a Fund were to be deemed a "trade or business" with the requisite level of ownership of an investment, either alone or in concert with other investors, a Fund could face liability with respect to the pension plans of its portfolio companies. In addition, it is possible that a court could expand this theory to cause multiple portfolio companies to be treated as a controlled group or under common control, and thereby be liable for these funding obligations.

Minority Investments

A Fund may also make minority equity investments in portfolio companies or roll over a portion of its holdings in connection with a portfolio company sale where it may have more limited

influence. There can be no assurance that a Fund will be able to negotiate control provisions or otherwise exercise control in such situations. Certain of the portfolio investments may be made through jointly owned partnerships, joint ventures or other structures alongside one or more funds sponsored by other private equity firms, as well as the Adviser. Such portfolio companies and other private equity firms may have economic or business interests or goals that are inconsistent with those of a Fund, and a Fund may not be in a position to protect the value of its investment in such portfolio companies. A Fund's control over the investment policies of such portfolio companies may also be limited. This could result in a Fund's investments being frozen in minority positions that incur substantial losses. In addition, if a Fund takes a minority position in publicly-traded securities as a "toehold" investment, such publicly-traded securities may fluctuate in value over the limited duration of a Fund's investment in such securities, which could potentially reduce returns to the limited partners. Therefore, there can be no assurance that a Fund will be able to realize the value of any such investments and distribute proceeds in a timely manner. In addition, although a Fund may generally seek board representation in connection with its minority investments, there is no assurance that such representation, if sought, will be obtained. Disagreements with management or other shareholders (including other private equity firms) may limit a Fund's ability to bring about operating, strategic or other changes at such companies and may limit exit opportunities.

Non-U.S. Investments Risks

In addition to the preceding discussion of risks in "Risks Arising from General Economic Conditions", certain of the Funds invest in businesses operating and/or organized outside of the U.S. There are additional risks associated with such non-U.S. investments, including the following: (i) the unpredictability of international trade patterns; (ii) the possibility of governmental actions adverse to business generally or to non-U.S. investors; (iii) changes in taxation, fiscal and monetary policies or imposition or modification of controls on non-U.S. currency exchange, repatriation of proceeds, or non-U.S. investment; (iv) the imposition or increase of withholding taxes on income and gains; (v) price volatility; (vi) absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation which may result in lower quality information being available and less developed corporate laws regarding fiduciary duties and the protection of investors; (vii) governmental influence on the national and local economies; and (viii) fluctuations in currency exchange rates. In addition, collateral that is located outside of the U.S. may be subject to various creditor-protection laws, depending on the country and the obligor, which laws may differ substantially from those applicable in the U.S. Repatriation of investment income, capital and the proceeds from sales of investments may require governmental registration and approval in some countries. A Fund could be adversely affected by delays in or a refusal to grant required governmental registration or approval for any such proposed repatriation.

Certain non-U.S. countries have experienced substantial, and in some periods extremely high, rates of inflation for many years. Inflation and rapid fluctuations in inflation rates have had and may continue to have very negative effects on the economies and financing markets (both public and private) of certain countries in which a Fund may invest. There can be no assurance that high rates of inflation outside the United States will not have a material adverse effect on the investments of a Fund.

In addition, non-U.S. investments may be denominated in currencies other than the U.S. dollar, and hence the value of such investments will depend in part on the relative strength of such currency to the U.S. dollar. A Fund may be affected favorably or unfavorably by currency control regulations or changes in the exchange rate between non-U.S. currencies and the U.S. dollar. In addition, a Fund will incur costs in connection with conversions between various currencies. A Fund may, but is not obligated to, engage in currency hedging operations. There can be no assurance as to the success of any hedging operations that a Fund may implement. See “Hedging Risks” below.

Non-U.S. Currency and Exchange Risks

To the extent that a Fund directly or indirectly holds assets in local currencies in countries outside the United States, the Fund will be exposed to a degree of currency risk that may adversely affect performance. Changes in non-U.S. currency exchange rates may affect the value of assets in a Fund’s portfolio. In addition, such a Fund will incur costs in connection with conversions between various currencies. Where applicable, a Fund will conduct its non-U.S. currency exchange transactions in anticipation of funding investment commitments or receiving proceeds upon dispositions and may also hedge currency risks over the long term. Funds denominated in Euro will experience such risks vis-à-vis investments made directly or indirectly in non-Euro currencies.

Hedging Risks

The Adviser may utilize instruments such as forward contracts, currency options and interest rate swaps, caps, collars, floors and other derivatives to seek to hedge against fluctuations in the relative values of its portfolio positions as a result of changes in currency exchange rates and market interest rates. A hedge position may not be effective in reducing the risks inherent in any particular position. Such hedging transactions also limit the opportunity for gain. The success of hedging transactions will be subject to the ability of the Adviser to correctly predict movements in and the direction of currencies and interest rates. Unanticipated changes in currency exchange rates or interest rates may negatively impact the overall performance of a Fund. In the event of an imperfect correlation between a position in a hedging instrument and the portfolio position that it is intended to hedge, the desired protection may not be obtained, and a Fund may be exposed to additional risk of loss. It is not possible to hedge fully or perfectly against currency fluctuations affecting the value of investments denominated in non-U.S. currencies because the value of those investments is likely to fluctuate as a result of independent factors not related to currency fluctuations. The Adviser may determine in its sole discretion not to hedge against certain risks, and certain risks may exist that cannot be hedged. There can be no guarantee that instruments suitable for hedging market shifts will be available at the time when a Fund wishes to use them. A Fund’s hedging arrangements that are undertaken through brokers, banks or other organizations will subject such Fund to the risk of default or insolvency of such organizations. In such event, there can be no assurance that any money advanced to such organizations would be repaid or that a Fund would have any recourse in the event of non-payment. The Adviser may utilize hedges, or choose not to hedge, based on judgments about economic or other factors that prove to be incorrect. There can be no assurance as to the success of any hedging operations that a Fund may implement. Moreover, the ability of the Adviser to engage in hedging activities with respect to certain Funds may be subject to the limitations under CFTC Rule 4.13(a)(3) or other exemption from registration under the Commodity Exchange Act applicable with respect to such Funds.

Counterparty Risk

A Fund is subject to the risk that counterparties and custodians may be unable or unwilling to perform with respect to transactions or to safeguard assets, whether due to insolvency, bankruptcy or other causes, which could cause a Fund to incur substantial losses. A Fund will deliver collateral to its trading counterparties under the terms of its trading master agreements on a daily mark-to-market basis and may be required to post initial margin as well. Circumstances may arise where a counterparty may be over-collateralized and/or a Fund may from time to time have uncollateralized mark-to-market exposure to a counterparty in relation to its rights to receive securities and cash. In both circumstances, a Fund will be exposed to the creditworthiness of any such counterparty and, in the event of the insolvency of a trading counterparty, such Fund will rank as an unsecured creditor in relation to amounts equivalent to any such over-collateralization and any uncollateralized exposure to such trading counterparty. In such circumstances it is likely that such Fund will not be able to recover any such amount in full, or at all.

A Fund could enter into derivatives transactions that are required to be centrally cleared. A party to a cleared derivatives transaction is subject to the credit risk of the clearing house and the clearing member through which it holds its cleared position. In such cases, a Fund's counterparty is a clearing house, rather than a bank or broker. Since a Fund is not a member of a clearing house and only members of a clearing house ("Clearing Members") can participate directly in the clearing house, a Fund would hold cleared derivatives through accounts at a Clearing Member. In cleared derivatives transactions, a Fund would make payments (including margin payments) to and receive payments from a clearing house through its accounts at a Clearing Member. A Fund might not be fully protected in the event of the bankruptcy of a Fund's Clearing Member. Clearing houses (and in many cases Clearing Members) have broad rights to increase margin requirements for existing transactions or to terminate those transactions at any time. Such increase or termination could interfere with the ability of a Fund to pursue its investment strategy. Also, a Fund is subject to risk if it enters into a derivatives transaction that is required to be cleared (or that the Adviser expects to be cleared), and no Clearing Member is willing or able to clear the transaction on a Fund's behalf. Such transactions might have to be terminated, and a Fund could lose some or all of the benefit of the transaction, including loss of an increase in the value of the transaction and/or loss of hedging protection.

Credit risk of market participants with respect to derivatives that are centrally cleared is concentrated in a few clearing houses, and it is not clear how an insolvency proceeding of a clearing house would be conducted and what impact an insolvency of a clearing house would have on the financial system. In the event of the insolvency of a clearing house, a Fund might experience a loss of funds deposited through its Clearing Members as margin with the clearing house, a loss of unrealized profits on its open positions, and the loss of funds owed to it as realized profits on closed positions. Such an insolvency might also cause a substantial delay before a Fund could obtain the return of funds owed to it by a Clearing Member who was a member of such clearing house.

Counterparty risk with respect to derivatives and certain other transactions has been impacted by rules and regulations affecting such markets. For example, a Fund's ability to exercise remedies, such as the termination of transactions, netting of obligations and realization on collateral, in the event of an insolvency of its counterparties (or their affiliates) could be stayed or eliminated under new special resolution regimes adopted in the United States, the EU, the UK and various other jurisdictions. Such regimes provide government authorities with broad authority to conduct a resolution of a financial institution that is in danger of default. With respect to counterparties who are subject to such proceedings in the EU and the UK, the liabilities of such counterparties to a Fund could be reduced, eliminated or converted to equity (sometimes referred to as a "bail in").

Short Sales Risk

Certain Funds are permitted to engage in short sales. A short sale involves the sale of a security that a Fund does not own in the expectation of purchasing the same security (or a security exchangeable therefor) at a later date at a lower price. To make delivery to the buyer, a Fund must borrow the security, and such Fund is obligated to return the security to the lender, which is accomplished by a later purchase of the security by such Fund. In some cases, the lender may rescind the loan of securities, and cause the borrower to repurchase shares at inflated prices, resulting in a loss. When a Fund makes a short sale in the United States, it must leave the proceeds thereof with the broker and it must also deposit with the broker an amount of cash or marketable securities sufficient under current margin regulations to collateralize its obligation to replace the borrowed securities that have been sold. If short sales are effected on a foreign exchange, such transactions will be governed by local law. A short sale involves the risk of a theoretically unlimited increase in the market price of the security. The extent to which a Fund will engage in short sales depends upon the Adviser's investment strategy and perception of market direction.

Many regulators, including the SEC and the U.K. Financial Conduct Authority (the "FCA"), have imposed restrictions and reporting requirements on short selling. These restrictions and reporting requirements may prevent a Fund from successfully implementing its investment strategy and provide transparency to such Fund's returns.

Options Risk

Certain Funds are permitted to buy or sell (write) both call options and put options, and when it writes options it may do so on a "covered" or an "uncovered" basis. A Fund's options transactions may be part of a hedging tactic (*i.e.*, offsetting the risk involved in another securities position) or a form of leverage, in which such Fund has the right to benefit from price movements in a large number of securities with a small commitment of capital. These activities involve risks that can be large, depending on the circumstances. In general, the principal risks involved in options trading (without taking into account other positions or transactions a Fund may enter into) can be described as follows:

When a Fund buys an option, a decrease (or inadequate increase) in the price of the underlying security in the case of a call, or an increase (or inadequate decrease) in the security in the case of a put, would result in a total loss of such Fund's investment in the option (including commissions). A Fund could mitigate those losses by selling short the securities as to which it holds call options

or taking a long position (e.g., by buying the securities or buying options on them) on securities underlying put options.

When a Fund sells (writes) an option, the risk can be substantially greater than when it buys an option. The seller of an uncovered call option bears the risk of an increase in the market price of the underlying security above the exercise price. This risk is theoretically unlimited unless the option is “covered.” If it is covered, an increase in the market price of the security above the exercise price would cause such Fund to lose the opportunity for gain on the underlying security assuming it bought the security for less than the exercise price. If the price of the underlying security were to drop below the exercise price, then the premium received on the option (after transaction costs) would provide profit that would reduce or offset any loss such Fund suffered as a result of owning the security.

The seller of an uncovered put option theoretically could lose an amount equal to the entire aggregate exercise price of the option, if the underlying security were to become valueless. If the option were covered with a short position in the underlying security, this risk would be limited, but a drop in the security’s price below the exercise price would cause a Fund to lose some or all of the opportunity for profit on the “covering” short position assuming such Fund sold short for more than the exercise price. If the price of the underlying security were to increase above the exercise price, then the premium on the option (after transaction costs) would provide profit that would reduce or offset any loss a Fund might suffer in closing out its short position.

Stock Index Options Risk

Certain Funds are permitted to purchase and sell call and put options on stock indices listed on securities exchanges or traded in the over-the-counter market for the purpose of realizing its investment objectives or for the purpose of hedging its portfolio. A stock index fluctuates with changes in the market values of the stocks included in the index. The effectiveness of purchasing or writing stock index options for hedging purposes will depend upon the extent to which price movements in a Fund’s portfolio correlates with price movements of the stock indices selected. Because the value of an index option depends upon movements in the level of the index rather than the price of a particular stock, whether a Fund realizes gains or losses from the purchase or writing of options on indices depends upon movements in the level of prices in the stock market generally or, in the case of certain indices, in an industry or market segment, rather than movements in the price of particular stocks. Accordingly, successful use by such Funds of options on stock indices will be subject to the Adviser’s ability to correctly predict movements in the direction of the stock market generally or of particular industries or market segments.

Benchmark Rate Risk

Prior to June 30, 2023, certain Funds may hold certain bonds and loans that may have had floating interest rates based on the London Inter Bank Offered Rate (“LIBOR”). LIBOR is an estimate of the interest rates to borrow U.S. dollars, sterling, euros and certain other currencies in the London unsecured interbank market, and was widely used as a reference for setting the interest rate on loans, bonds and derivatives globally. Consistent with prior announcements by the FCA, the representative settings for all Swiss franc, euro, British pound sterling, Japanese yen, and U.S. dollar LIBORs are no longer available as of June 30, 2023, while synthetic 3-month British pound

sterling LIBOR and 1-, 3- and 6-month U.S. dollar LIBOR settings are expected to cease at the end of March 2024 and September 2024, respectively.

On March 15, 2022, the United States enacted the Adjustable Interest Rate (LIBOR) Act of 2021 (“LIBOR Act”). The federal LIBOR Act preempts similar state legislation (including that enacted in New York) and provides one national approach for replacing U.S. dollar LIBOR as a reference interest rate in certain contracts, including those with no fallback provisions or with fallback provisions that identify neither a specific replacement rate nor a “determining person” as defined in the legislation, once U.S. dollar LIBOR is no longer published or is no longer representative. The U.S. Federal Reserve (the “Federal Reserve”) has adopted the final rule that implements the LIBOR Act, which established certain Secured Overnight Financing Rate (“SOFR”)-based benchmark replacements for contracts governed by U.S. law that reference overnight and one-, three-, six- and 12-month tenors of U.S. dollar LIBOR that do not have suitable fallback provisions after June 30, 2023.

As a result of the transition away from LIBOR as a benchmark reference for interest rates, certain bonds and loans held by the Funds may have floating interest rates based on SOFR or, if otherwise provided in the underlying contracts, other alternative benchmark rates.

SOFR Risk

SOFR is a relatively new index rate calculated based on short-term repurchase agreements backed by U.S. Treasury Instruments. While LIBOR is an unsecured rate, SOFR is a secured rate. SOFR, unlike LIBOR, reflects actual market transactions. Accordingly, SOFR is not the economic equivalent of LIBOR. Consequently, there can be no assurance that SOFR will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, monetary policy, bank credit risk, market volatility or global or regional economic, financial, political, regulatory, judicial or other events.

Additionally, because SOFR is published by the Federal Reserve Bank of New York (the “New York Fed”) based on data received from other sources, we have no control over its determination, calculation, or publication. There can be no assurance that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of the Funds. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on SOFR-linked floating rate instruments and the trading prices of such instruments. Additionally, daily changes in SOFR have, on occasion, been more volatile than daily changes in other benchmark or market rates. Although occasional, increased daily volatility in SOFR would not necessarily lead to more volatile interest payments, the return on and value of SOFR-linked floating rate instruments may fluctuate more than floating rate instruments that are linked to less volatile rates. All of the foregoing risks may affect the performance of the applicable bonds and loans in which the Funds invest, which in turn may adversely affect the performance of the Funds.

Alternative Benchmark Rate Risk

As stated above, some of the bonds and loans held by the Funds may have floating interest rates based on alternative benchmark rates other than SOFR. Such alternative benchmark rates, like SOFR, may not have been widely used by market participants until relatively recently, and they may not perform exactly the same as LIBOR because they are calculated and administered differently. Generally, the use of alternative benchmark rates (including SOFR) may (i) cause the value of the interest rate on such bonds and loans to be uncertain or to be lower or more volatile than it would otherwise be, (ii) result in uncertainty as to the functioning, liquidity or value of such bonds and loans, and/or (iii) involve actions of regulators or rate administrators that may adversely affect certain markets or contracts underlying such bonds and loans. All of the foregoing could adversely affect the return on and value of the related floating rate instruments in which the Funds invest.

Swap Transactions Risk

Certain Funds are permitted to engage in all types of swap transactions, including, but not limited to, equity, currency, interest rate and credit default swaps. An equity swap is an agreement to exchange streams of payments computed by reference to a notional amount based on the performance of a basket of stocks or a single stock. Currency swaps involve the exchange of cash flows on a notional amount of two or more currencies based on their relative future values. Interest rate swaps involve an exchange of interest payments on a specific notional principal amount and often involve exchanging a fixed amount per payment period for a payment that is not fixed (the floating side of the swap would usually be linked to another interest rate such as LIBOR). A credit default swap is a specific kind of counterparty agreement which allows the transfer of third-party credit risk from one party to the other whereby if certain prescribed events occur, the counterparty agrees to make certain payments to the other party based on the market value of such third party's security and/or debt obligations in exchange for regular periodic payments from the other party. Certain Funds may use these transactions for speculative purposes, such as to obtain the price performance of a security without actually purchasing the security in circumstances where, for example, the subject security is illiquid, or is unavailable for direct investment or available only on less attractive terms.

Since swaps do not generally involve the delivery of underlying assets or principal, any loss would likely be limited to the net amount of payments required by contract. In some swap transactions, the counterparty may require a Fund to deposit collateral to support its obligation under the swap agreement. If the counterparty to the swap defaults, such Fund would lose the net amount of payments that it is contractually entitled to receive, as well as any collateral deposits made with the counterparty.

Cash and Forward Trading

Certain Funds are permitted to trade cash commodities and forward contracts. These transactions are not exchange-traded, so no clearinghouse or exchange stands ready to meet the obligations of the contract. Thus, such Funds face the risk that their counterparties may not perform their obligations. This risk may cause some or all of such Fund's gains to be lost. At times, certain market makers have refused to quote prices for cash commodities or forward contracts, or have

quoted prices with an unusually wide spread between the price they are prepared to buy and sell. If this occurs, the Adviser may be unable to effectively use its cash and forward trading programs, and certain Funds could experience significant losses.

Off-Balance Sheet Risk

Certain Funds are permitted to invest in financial instruments with off-balance sheet risk. These instruments include forward contracts, futures, swaps and securities and options contracts sold short. An off-balance sheet risk is associated with a financial instrument if the instrument exposes the investor to an accounting and economic loss in excess of the investor's recognized carrying value in the financial instrument (if any); or the ultimate liability associated with the financial instrument has the potential to exceed the amount the investor recognizes as a liability in its statements of assets and liabilities.

Fixed Income Securities Risk

Certain Funds are permitted to invest in bonds or other fixed income securities, including, without limitation, bonds, notes and debentures issued by corporations; debt securities issued or guaranteed by a government or one of its agencies or instrumentalities; and commercial paper. Fixed income securities pay fixed, variable or floating rates of interest. The value of fixed income securities in which a Fund may invest will change in response to fluctuations in interest rates. In addition, the value of certain fixed income securities can fluctuate in response to perceptions of creditworthiness, political stability or soundness of economic policies. Fixed income securities are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (*i.e.*, credit risk) and are subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (*i.e.*, market risk).

Undervalued Securities

One of the objectives of certain Funds is to invest in undervalued securities. The identification of investment opportunities in undervalued securities is a difficult task, and there can be no assurance that such opportunities will be successfully recognized. Investments in undervalued securities involve a high degree of financial risk and can result in substantial losses. Returns generated from certain Funds' investments may not adequately compensate for the business and financial risks assumed.

Such Funds are permitted to make certain speculative investments in securities which the Adviser believes to be undervalued. However, there can be no assurance that the securities purchased will in fact be undervalued. In addition, such Funds may be required to hold such securities for a substantial period of time before realizing their anticipated value. During this period, a portion of such Fund's capital would be committed to the securities purchased, thus possibly preventing such Fund from investing in other opportunities. In addition, such Funds may finance such purchases with borrowed funds and thus would have to pay interest on such funds during such waiting period.

Derivative Instruments in General

Certain Funds are permitted to use various derivative instruments, including options, futures, forward contracts, swaps and other derivatives, which may be volatile and speculative. Certain positions may be subject to wide and sudden fluctuations in market value, with a resulting fluctuation in the amount of profits and losses. Use of derivative instruments presents various risks, including the following:

- **Tracking Risk** — When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent a Fund from achieving the intended hedging effect or expose such Fund to the risk of loss.
- **Liquidity Risk** — Derivative instruments, especially when traded in large amounts by a small number of counterparties, may not be liquid in all circumstances, so that in volatile markets a Fund may not be able to close out a position without incurring a loss.
- **Leverage Risk** — Trading in derivative instruments can result in large amounts of leverage. Thus, the leverage offered by trading in derivative instruments may magnify the gains and losses experienced by a Fund and could cause such Fund's net asset value to be subject to wider fluctuations than would be the case if such Fund did not use the leverage feature in derivative instruments.
- **Hedging Risk** — When a derivative is used as a hedge against an opposite position that a Fund also holds, any loss generated by the derivative should be substantially offset by gains on the hedged investment, and vice versa. While hedging can reduce or eliminate losses, it can also reduce or eliminate gains.
- **Investment Risk** — When a Fund uses derivatives as an investment vehicle to gain market exposure, rather than for hedging purposes, any loss on the derivative investment will not be offset by gains on another hedged investment. Such Fund is therefore directly exposed to the risks of that derivative. Gains or losses from derivative investments may be substantially greater than the derivative's original cost.
- **Availability Risk** — Derivatives may not be available to a Fund upon acceptable terms. As a result, such Fund may be unable to use derivatives for hedging or other purposes.
- **Credit Risk** — When a Fund uses derivatives, it is subject to the risk that the other party to the agreement will not be able to perform.

Over-the-Counter Trading

Certain Funds are permitted to purchase or sell derivative instruments not traded on an exchange. Over-the-counter options, unlike exchange-traded options, are two-party contracts with price and other terms negotiated by the buyer and seller. The risk of nonperformance by the obligor on such an instrument may be greater and the ease with which a Fund can dispose of or enter into closing transactions with respect to such an instrument may be less than in the case of an exchange-traded instrument. In addition, significant disparities may exist between "bid" and "asked" prices for derivative instruments that are not traded on an exchange. Derivative instruments not traded on exchanges are also not subject to the same type of government regulation as exchange-traded

instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with such transactions.

Highly Volatile Markets

The prices of derivative instruments, including options prices, are highly volatile. Price movements of forward contracts and other derivative contracts in which certain Funds' assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies, including pandemics. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. Such Funds are also subject to the risk of the failure of the exchanges on which its positions trade or of their clearinghouses.

Execution of Orders

The investment strategy of certain Funds depends on its ability to establish and maintain an overall market position in a combination of financial instruments selected by the Adviser. Such Funds' investment orders may not be executed in a timely and efficient manner because of various circumstances, including, without limitation, systems failures or human error attributable to the Adviser, brokers, agents or other service providers. In such event, a Fund might only be able to acquire some, but not all, of the components of such position, or if the overall position were to need adjustment, such Fund might not be able to make such adjustment. As a result, a Fund would not be able to achieve the market position selected by the Adviser and might incur a loss in liquidating its position. In addition, certain Funds may rely on electronic execution systems, and such systems may be subject to failure, causing the interruption of investment orders made on behalf of such Funds.

Late-Stage Investments and Access to Public Markets

Certain Funds may invest in securities issued by companies that expect to go public within a relatively short period of time. However, there can be no guarantee that any portfolio company investment will result in a liquidity event via public offering on the anticipated timeline, or at all. In addition, certain portfolio companies may choose to access the public markets through non-traditional means, including direct listings, which may not be successful or may lead to increased volatility in the trading price of their securities. Because there is no marketed offering conducted as part of a direct listing, a market for the securities may not develop as anticipated, or at all. Accessing the public markets through non-traditional means, such as a direct listing, has and may continue to draw questions from regulators and could subject any portfolio company attempting such strategy to additional cost and uncertainty as it navigates the evolving landscape.

Co-Investments with Third Parties

Certain Funds invest alongside strategic, financial or other third party co-investors and in certain cases the Adviser offers one or more co-investment opportunities to one or more investors in the

Funds, certain Co-Investment Vehicles set up for certain limited partners (including vehicles that have committed capital to invest alongside one or more Funds in multiple co-investments), Funds or third parties in the sole discretion of the applicable general partner. Decisions regarding whether and to whom to offer co-investment opportunities or enter into arrangements to offer co-investment opportunities, as well as the applicable terms on which a co-investment is offered or such co-investment arrangements are made, are made in the sole discretion of the applicable general partner or its affiliates based on factors it considers relevant. Certain persons other than investors in a Fund (e.g., third parties) may be offered co-investment opportunities in the sole discretion of the applicable general partner and its affiliates. In certain circumstances, co-investors may acquire an interest in an investment after a Fund has made such investment. With respect to such post-closing sell downs, co-investors typically agree to purchase their interests from a Fund at a purchase price equal to the Fund's cost of such investment. In certain cases, co-investors may agree to other pricing mechanisms, such as fair value. Co-investors also typically agree to bear their pro rata portion of any fees and expenses that the Adviser determines in its sole discretion are related to such investments (including borrowing costs and any investment expenses). In such circumstances, a Fund may (or may not) charge the applicable co-investors interest for the time period the investment was held by such Fund. A Fund's ability to achieve certain co-investment objectives assumes that such Fund will be able to negotiate and execute mutually acceptable terms and conditions in respect thereof. In such situations, a Fund's ability to control its equity investments will depend upon the nature of the joint investment arrangements with such partners and such Fund's relative ownership stake in such investments. A Fund may be a minority investor in these circumstances and the other co-investors could take a majority stake or have other control rights. In addition, such co-investment arrangements may restrict a Fund's ability to dispose of its investments for potentially significant periods of time. Moreover, such investments will involve additional risks that may not be present in investments that do not involve a co-investor, including the possibility that a co-investor may at any time have economic or business interests or goals that are not consistent with or are even adverse to those of the applicable Fund, may be in a position to take action contrary to such Fund's investment objectives or may default on its obligations. While each Fund intends to mitigate these risks contractually, there can be no assurance that it will be successful in doing so. In addition, under certain circumstances a Fund may be liable for actions of its co-investors. To reduce the possibility of liability, each Fund will seek to hold its assets through limited liability entities. The performance of co-investments will not be aggregated with that of a Fund for purposes of determining a general partner's Carried Interest under a partnership agreement or other organizational document. The Adviser does not generally charge management fees or Carried Interest in respect of co-investments however, in many cases, the Adviser charges an administrative fee.

A Co-Investment Vehicle generally bears expenses related to its organization and formation and other expenses incurred solely for its benefit. A Co-Investment Vehicle also generally bears its pro rata portion of expenses incurred in identifying, acquiring, holding and disposing of investments. To the extent such expenses or Other Fees are shared, such expenses and Other Fees will generally be allocated among the applicable Fund or Funds and any Co-Investment Vehicle or Co-Investment Vehicles on the basis of the relative ownership of each entity in the relevant investment or another method. However, as a general matter, no prospective co-investor will bear expenses until a Co-Investment Vehicle is both (i) formed (with admitted third party limited partners) and (ii) committed to invest in the prospective investment. In cases where a proposed

transaction is not consummated, either by a Fund or by both a Fund and a prospective co-investor, regardless of whether a Co-Investment Vehicle has been formed, all Dead Deal Expenses are generally borne, depending on the facts and circumstances, solely by the Fund or Funds (other than Co-Investment Vehicles) that were pursuing such proposed investment. Co-Investment Vehicles (and prospective co-investors) are not typically allocated any share of break-up fees received from a third party in connection with such unconsummated investment. Portfolio company borrowings may be guaranteed by a Fund, however, co-investors participating in such investment may not guarantee their pro rata share of such borrowing. In certain circumstances, the Adviser or its affiliates may invest capital in vehicles set up with co-investors in connection with such co-investment opportunities. Co-investments may also involve higher costs than other investments. Co-Investment Vehicles may also benefit from the use of a general partner whose organizational and maintenance expenses have been borne and will continue to be borne entirely by other Funds.

In addition, the Adviser and its affiliates have discretion to (i) receive performance-based compensation, management fees, administration fees, or similar fees from Co-Investment Vehicles and (ii) collect customary fees in connection with actual or contemplated investments that are subject to co-investment arrangements.

Syndication of Co-Investments

From time to time, a Fund may make an investment with the expectation of offering a portion of its interests therein as a co-investment opportunity to Fund limited partners, other third-party investors, clients and affiliates of the Adviser and/or to certain Co-Investment Vehicles set up for certain Fund limited partners (including vehicles that have committed capital to invest alongside one or more Funds in more than one co-investment). Such investments may involve risks not present in investments where a third party is not involved. There can be no assurance (1) that a Fund will be successful in syndicating such co-investment opportunity, in whole or in part, to one or more potential co-investors, (2) that the closing of such co-investment will be consummated in a timely manner, (3) that the co-investment will take place on the terms and conditions that will be preferable for a Fund or (4) that expenses incurred by a Fund with respect to the syndication of the co-investment will not be substantial. Furthermore, because syndicated co-investments are typically sold to co-investors at the Fund's cost, the selling Fund is exposed to the risk that the co-investment has increased in value and thus the Fund is receiving less than fair market value in exchange for the investment. The risk is typically mitigated by the fact that co-investments are usually syndicated within a relatively short period of time following the acquisition by the Fund. If a Fund is not successful in syndicating such co-investment, in whole or in part, such Fund may consequently hold a greater concentration and have more exposure in the related investment opportunity and bear more costs and expenses than initially was intended, which could make such Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. In cases where a proposed transaction is not syndicated by a Fund to a prospective co-investor, regardless of whether a Co-Investment Vehicle has been formed, all expenses incurred in making the proposed but not consummated syndication are generally borne, depending on the facts and circumstances, solely by the Fund or Funds (other than Co-Investment Vehicles) that were pursuing such proposed syndication. As a result, an investment by a Fund which is not syndicated to co-investors as originally anticipated could significantly reduce such Fund's overall investment returns.

Warehoused Investments

Certain Funds may acquire one or more portfolio investments that were acquired by the Adviser or its affiliates, including with substantial participation by third-party investors (who may also be limited partners in the relevant Funds that acquire the warehoused investments), prior to the first closing date of such Fund. In certain instances, the Adviser or its affiliates receive certain fees in connection with any such investments. Any fees received by the Adviser or its affiliates with respect to such investments prior to the date of transfer of such warehoused investments to the relevant Fund generally will be retained by the Adviser or its affiliates and will not be shared with a Fund or otherwise reduce management fees payable by such Fund to the Adviser. The decision of the relevant general partner or the Adviser regarding the timing of the first closing date of a Fund, therefore generally affects the portion of fees received by the Adviser and its affiliates with respect to the warehoused investments that are shared with a Fund and that otherwise reduce management fees payable by such Fund to the Adviser. In addition, a Fund will generally pay an additional amount on the acquisition cost of any warehoused investment equal to a certain percentage per annum from the date of closing of such warehoused investment until the date of transfer of such warehoused investment to such Fund. The decision of a general partner or the Adviser regarding the timing of the transfer of the warehoused investment to a Fund will therefore affect the quantum of the foregoing additional amount that is paid by such Fund to the Adviser, its affiliates, and the relevant third party investors who capitalized the warehouse. Such third party investors also often retain a portion of the portfolio investment and hold the investment alongside the relevant Fund as co-investors. See above under “Co-Investments with Third Parties.”

Investments Longer than Term

A Fund may make portfolio investments that, due to various reasons, may not be capable of an advantageous disposition prior to the date such Fund is required to be dissolved, either by expiration of such Fund’s term or otherwise. In certain instances, a Fund may be required to sell, distribute in kind or otherwise dispose of portfolio investments, including to another Fund (see “Continuation Transactions” in Item 11), at a disadvantageous time in order to carry out a timely or required dissolution.

Control Position

As part of its strategy, a Fund may seek certain portfolio investment opportunities that allow the Fund to either acquire control or exercise significant influence over the management, operation and strategic direction of certain portfolio companies in which it invests. The exercise of control and/or significant influence over a company imposes additional risks of liability for regulatory non-compliance, environmental damage, product defects, failure to supervise management and other types of liability in which the limited liability of business operations may be ignored. The exercise of control and/or significant influence over a portfolio company could expose a Fund to claims by such portfolio company, its security holders, its creditors and its regulators. While the general partners of the Funds intend to manage the Funds in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

Guarantees of Portfolio Companies

Certain Funds may guarantee the obligations of their portfolio companies. As a result, if any such portfolio company defaults on its obligations, the applicable Fund will be required to satisfy such obligation. In order to do so, the applicable Fund may call capital, recall distributions or liquidate some or all of its investments prematurely at potentially significant discounts to fair value.

Bridge Financings

From time to time, certain of the Funds may lend to portfolio companies on a short-term, unsecured basis, or otherwise invest on an interim basis in portfolio companies in anticipation of a future issuance of equity or long-term debt securities or other refinancing or syndication. Such bridge loans may be convertible into a more permanent, long-term security; however, for reasons not always in a Fund's control, such long-term securities may not be issued and such bridge loans and interim investments may remain outstanding. Any such loan made by a Fund involves the risk of loss of the entire amount of such loan. In addition, by making such loans, a Fund may be subject to various laws and regulations applicable to lenders and the holding of such loans could potentially subject a Fund to various "lender liability" risks. In such event, the interest rate on such loans or the terms of such interim investments may not adequately reflect the risk associated with the position taken by a Fund. Certain Funds are permitted to make short-term bridge financings with the intent to sell a portion of an investment to co-investors following the consummation of such investment. To the extent a bridge financing is not repaid, refinanced or otherwise disposed of, subject to the applicable governing documents of the Fund, the bridge financing will be treated as a permanent portfolio investment of such Fund from the date of the original investment. In the event of any such failure to dispose of a bridge investment, such Fund's exposure to such permanent portfolio investment may exceed the exposure the Adviser would otherwise deem appropriate for such Fund's portfolio construction or diversification.

Business and Regulatory Risks of Private Investment Funds

Legal, tax and/or regulatory changes could occur during the term of a Fund that would adversely affect such Fund. The regulatory environment for private investment funds and their investment advisers is evolving, and changes in the regulation of private investment funds or their investment advisers may adversely affect the value of investments held by a Fund and the ability of a Fund to obtain the leverage it might otherwise obtain or to pursue its trading strategies. There is a possibility that, in the future, certain Funds may be subject to new or revised legislation or regulations, which may be enforced by entirely new governmental agencies. Certain Funds or some or all of the limited partners of such Funds also may be adversely affected by changes in the interpretation or enforcement of existing laws and rules by these governmental authorities and self-regulatory organizations. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any of the proposals will become law. Compliance with any new laws or regulations could be more difficult and expensive, and may affect the manner in which certain Funds conduct business. New laws or regulations may also subject certain Funds or some or all of the limited partners of such Funds to increased taxes or other costs. In addition, the SEC, other regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies.

The Alternative Investment Fund Managers Directive and the UK Alternative Investment Fund Managers Regulations

The Alternative Investment Fund Managers Directive 2011/61/EU, including all national, implementing or supplementary measures, laws and regulations (“AIFMD”) and the UK Alternative Investment Fund Managers Regulations as amended including by the European Union (Withdrawal) Act 2018 and Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019 (“AIFM Law”) regulates the activities of fund managers undertaking fund management activities in the EEA or the UK or marketing fund interests to investors in the EEA or the UK. The Adviser is not a UK or EEA authorized alternative investment fund manager under AIFMD or AIFM Law but may be required to comply with certain provisions of AIFMD or AIFM Law if it markets interests or shares in certain Funds in the EEA or the UK under the national private placement regimes. Compliance with the provisions of AIFMD or AIFM Law by the Adviser may impose additional costs and other restrictions on the investment or other opportunities of such Funds. As a non-EEA or non-UK alternative investment fund manager, the Adviser is typically not required to comply with all of the requirements set out in AIFMD or the AIFM Law. Accordingly, and subject to the below, investors in a Fund typically will not receive the full protections or benefits available under AIFMD or the AIFM Law, which would otherwise be available to investors in an alternative investment fund managed by an EEA or UK alternative investment fund manager. AIFMD or AIFM Law does not apply where an investor approaches the Adviser to invest in, or request information on, a Fund at its own initiative (known as reverse solicitation). There is a risk that an EEA member state or UK regulatory authority or government may reach a different conclusion to the Adviser as to whether reverse solicitation applies and find that AIFMD or AIFM Law did apply to the Adviser or the Funds. Such a finding may result in a regulatory or governmental authority or court in the relevant EEA member state or the UK requiring the Adviser or the Fund to return any capital or other funds to investors or otherwise seeking to take other enforcement or remedial action against the Adviser and/or the Funds. This may result in a reduction in the overall amount of capital available to the Funds, which limits, in turn, the range of investment strategies and investments that the Funds are able to pursue and make or otherwise result in a loss to the Funds.

Tax Reform Risk

Tax law is subject to change and various historic and current legislative proposals could affect the Funds and their limited partners. Under current law, gains in respect of a general partner’s right to Carried Interest generally will be subject to a three-year “holding period” in order to be classified as “long term capital gains,” while the corresponding holding period requirement with respect to Fund investors is generally one year. This holding period requirement could affect investment decisions, including the timing and structure of dispositions, and could adversely impact returns for investors. For example, the holding period requirement may incentivize a general partner to cause a Fund to hold an investment for longer than three years in order for the general partner to obtain a preferential tax rate on Carried Interest, even if there are attractive realization opportunities prior to that time. Further, there are currently administrative and legislative proposals to further change the tax treatment of “carried interest” in ways that may be adverse to partners in a general partner. See additional considerations below in *“Conflicts Related to Fee Structure”*. A general partner and the Adviser may take these potential adverse consequences into account in their management and operation of the Funds and in addressing these adverse consequences, the

interests of the general partner and the Adviser, on the one hand, may diverge from the interests of the investors, on the other hand.

Israel, Middle East Security, Military and Related Risks

A coordinated attack by Hamas on Israeli citizens on October 7, 2023 has sparked an armed conflict, which is currently ongoing, between Hamas and other Palestinian militant groups and Israel, known as the 2023 Israel-Hamas war. Across the Middle East region, tensions have risen, and the conflict has begun to spill over into Lebanon, Iraq, Syria, and Yemen, including attacks on U.S. presence in those countries. There is concern that the Hamas-Israel conflict could continue to expand to involve other regional powers and global actors. For example, as a result of attacks on container ships sailing through the Red Sea by Iran-backed Houthis, as of February 2024, several global shipping companies have paused their shipping routes through the Red Sea, potentially severely impacting global trade, particularly in certain industries. While Israel has entered into peace agreements with both Egypt and Jordan, and several other Middle Eastern and North African countries have normalized relations with Israel, this new conflict has created tremendous unrest and uncertainty in the region, which may threaten any such peace agreements. The ultimate course of a conflict such as the Israel-Hamas war, and its impact on global economic and commercial activity and conditions, and on the operations, financial condition and performance of a Fund or any particular industry, business or investee country, as well as the duration and severity of such effects, is impossible to predict. Developing and further governmental actions (military or otherwise), regional spillover, and international negotiations over such conflicts may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to a Fund's investments.

Climate Change

A Fund may acquire investments that are located in, or have operations or customers in, areas that are subject to climate change. Any investments located in or with customers in coastal regions may be affected by any future increases in sea levels or in the frequency or severity of hurricanes and tropical storms, whether such increases are caused by global climate changes or other factors. There may be significant physical effects of climate change that have the potential to materially impact a Fund's business and operations. As a result of these impacts from climate-related events, a Fund's investments may be vulnerable to the following: risks of property damage; indirect financial and operational impacts from disruptions to operations from severe weather; increased insurance premiums and deductibles or a decrease in the availability of coverage for investments in areas subject to severe weather; increased insurance claims and liabilities; increase in energy costs impacting operational returns; incorrect long-term valuation due to changing conditions not previously anticipated at the time of the investment; and economic distributions arising from the foregoing.

New Regulatory Rules and Proposals with Respect to Private Funds and Investment Advisers

The Adviser is subject to regulation by the SEC. In recent years, the SEC has proposed and adopted several new rules and amendments to existing rules under the Advisers Act related to registered advisers and their activities with respect to private funds that fundamentally increase compliance costs and burdens on the Adviser and the Funds. In particular, on August 23, 2023, the SEC

adopted rules and amendments (collectively, the “Private Fund Adviser Rules”) specifically related to private funds. The SEC has also recently proposed other new rules and amendments under the Advisers Act regarding ESG disclosures, safeguarding of client assets, additional Form PF reporting obligations (in addition to those recently adopted), cybersecurity risk governance, the outsourcing of certain functions to service providers, changes to Regulation S-P and the use of predictive data and associated conflicts of interest. The U.S. Department of the Treasury Financial Crimes Enforcement Network (“FinCEN”) implemented rules regarding beneficial ownership reporting that will increase regulatory filings and their associated costs for the Funds and their portfolio companies, and they have also proposed rules regarding anti-money laundering that would be applicable to, and create additional compliance responsibilities, for private funds and their advisers.

The Private Fund Adviser Rules, the FinCEN rules, and other proposed rules, to the extent adopted, significantly increase compliance burdens and associated costs (which, to the extent permitted under the organizational documents, and consistent with the law and the Private Fund Adviser Rules, will be treated as partnership expenses borne by limited partners of a Fund) and complexity and possibly restrict the ability to receive certain expense reimbursements in certain circumstances. This, in turn, is also likely to increase the need for broader insurance coverage by the Adviser and expected to raise such costs and expenses charged to a Fund and its investors. In addition, these changes could increase the risk of exposure of the Adviser to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance, which, in turn, would be expected to adversely (potentially materially) affect the Adviser and a Fund’s reputation, and to negatively impact a Fund in conducting its business (thereby materially reducing returns to investors). There can be no assurance that the Private Fund Adviser Rules and any other new rules and amendments will not have a material adverse effect on the Adviser, the Funds, their investments and/or limited partners.

Delayed Schedules K-1

Certain Funds may not be able to provide final Schedules K-1 to limited partners for any given fiscal year until significantly after April 15 of the following year. Such Funds will provide Schedules K-1 as soon as practicable after their receipt of all of the necessary information. Limited partners should be prepared to obtain extensions of the filing date for their income tax returns at the U.S. federal, state and local levels, and such Funds will not be liable for any costs incurred by a limited partner in connection with any such delays.

Effect of Fees and Expenses on Returns

The Funds will bear all expenses relating to their respective operations and will pay the management fees and any fees payable by such Fund to third parties. While it is difficult to predict the future expenses of certain Funds, such expenses may represent a substantial percentage of a Fund’s net assets and may vary significantly from period to period. Such expenses and fees will reduce the actual returns to the investors. The expenses and fees will be paid regardless of whether the Funds produce positive investment returns. Certain Funds must make substantial profits to avoid depletion or exhaustion of its assets from these fees and expenses. If a Fund does not produce significant positive investment returns, expenses and fees will reduce the amount of the investment recovered by the investors to an amount less than the amount invested in the Fund by the investors.

Dead Deal Expenses

A Fund's investments may require extensive due diligence activities prior to acquisition, and the related expenses may be quite substantial. Due diligence costs may include among others: feasibility and technical studies; marketing studies; legal costs; and bid preparation and submission costs. Dead Deal Expenses, including the foregoing, will be borne by such Fund even if the applicable prospective investment is not finalized or made by such Fund.

Operational Risk

The Funds depend on the Adviser to develop the appropriate systems and procedures to control operational risk. Operational risks arising from mistakes made in the confirmation or settlement of transactions, from transactions not being properly booked, evaluated or accounted for or from other similar disruptions in the Adviser's operations may cause a Fund to suffer (a) financial losses, (b) the disruption of its business, (c) liability to clients or third parties, (d) regulatory intervention or (e) damage to its reputation. Human error (including, without limitation, trading errors), system failure or other problems with any of the operational processes could result in material losses or costs, which will generally be borne by a Fund.

Systemic Risk

Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution may cause a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which certain Funds interact on a daily basis.

Risk of Insolvency of a Prime Broker

If a prime broker holding assets of a Fund enters into an insolvency proceeding (which may last many years), the use by such Fund of assets held by or on behalf of the prime broker may be restricted. In relation to a Fund's right to the return of assets equivalent to those of such Fund's assets which the prime broker sells, borrows, lends, pledges, re-pledges, hypothecates, re-hypothecates, transfers or otherwise uses for its own purposes, or in respect of which legal and beneficial title is transferred to a prime broker, such Fund will rank as one of that prime broker's unsecured creditors and, in the event of the insolvency of the prime broker, such Fund might not be able to recover such equivalent assets in full.

Depending on the amount of a Fund's assets held at the prime broker at the time of such a proceeding, it may be possible that (a) the ability of the Adviser to fulfill the investment objective of such Fund may be severely constrained, (b) the general partner of such a Fund may be required to suspend the calculation of the net asset value of such Fund and as a result subscriptions for and withdrawals of interests, and/or (c) the value of interests of such Fund may be otherwise affected. During such a proceeding, a Fund is likely to be an unsecured creditor in relation to certain assets and accordingly such Fund may be unable to recover such assets from the insolvent estate of the relevant prime broker in full, or at all.

Possibility of Fraud or Other Misconduct of Employees and Service Providers

Misconduct by employees of the Adviser, service providers to a Fund or the Adviser and/or their respective affiliates could result in significant losses for certain Funds. Such misconduct may include (a) binding certain Funds to transactions that exceed authorized limits or present unacceptable risks, (b) unauthorized trading activities, (c) concealing unsuccessful trading activities (which, in either case, may result in unknown and unmanaged risks or losses), (d) embezzlement and (e) fraud. Losses could also result from actions by service providers, including, without limitation, failing to recognize trades and misappropriating assets. No assurances can be given that the Adviser or the general partner of a Fund will be able to identify or prevent misconduct by employees or service providers, which misconduct could cause significant losses to certain Funds.

“Master-Feeder” Structure Risk

Certain Funds invest through a “master-feeder” structure. The “master-feeder” fund structure, in particular the existence of multiple feeder funds investing in a master fund, presents certain unique risks to investors. Smaller feeder funds investing in a master fund may be materially affected by the actions of larger feeder funds investing in such master fund. For example, if a larger feeder fund withdraws from a master fund, then the remaining feeder funds may experience higher pro rata operating expenses, thereby producing lower returns. A master fund may become less diverse due to a withdrawal by a larger feeder fund, resulting in increased portfolio risk. In a master-feeder structure, certain Funds that are feeder funds have the right to withdraw their investment in the master fund at any time if the general partner of such feeder fund determines that it is in the best interests of the applicable limited partners to do so. Upon any such withdrawal, the general partner of such withdrawing Fund would consider what action might be taken, including the investment of all the assets of such Fund in another pooled investment entity having the same investment objective as such Fund or directly managing such Fund’s assets in accordance with its investment policies.

Certain Funds that are feeder funds have no right to be involved in the management of such master funds. If such Funds were to become involved in the management of such master funds, such Funds might lose the limited liability afforded to it pursuant to applicable law.

Business Continuity

A disaster or disruption, including those caused by climate change, to the infrastructure that supports any of the cities in which the Adviser operates, or more specifically the offices of the Adviser or where the Adviser stores data, may have a material adverse impact on certain Funds. Although the Adviser has a business continuity plan to prepare for such disasters or disruptions, including those caused by climate change, and certain system redundancies, there can be no assurance that the measures set forth in such plan will be sufficient. In addition, there are certain types of disasters that are not susceptible to risk mitigation and others are simply not foreseeable.

Other Obligations of Adviser Personnel

Adviser personnel devote such time and attention to the management of a Fund and its portfolio companies as is required to discharge their duties. As a result of existing portfolio investments or activities on behalf of a Fund or the Adviser, Adviser personnel may from time to time acquire confidential information that they will not be able to use for the benefit of a Fund and that may prevent such Fund from taking advantage of opportunities that it may otherwise have been able to.

Limited Regulatory Oversight

While certain Funds may be considered to be similar to an investment company, they are not required to and do not intend to register as such under the 1940 Act in reliance upon a statutory exclusion available to privately offered investment companies, and, accordingly, the provisions of the 1940 Act (which may provide certain regulatory safeguards to investors) will not be applicable. A registered investment company which places its securities in the custody of a member of a national securities exchange is required to have a written custodian agreement, which provides that securities held in custody will be at all times individually segregated from the securities of any other person and marked to clearly identify such securities as the property of such investment company and which contains other provisions complying with SEC regulations. Certain Funds may maintain such accounts at brokerage firms which do not separately segregate such assets as would be required in the case of registered investment companies. Under the provisions of the Securities Investor Protection Act of 1970, the bankruptcy of any such brokerage firms might have a greater adverse effect on a Fund than would be the case if it maintained its accounts in accordance with the requirements applicable to registered investment companies.

Adverse Legal Action; Litigation

The business of the Adviser is subject to extensive and complex regulation. The regulatory bodies with jurisdiction over the Adviser generally have the authority to conduct investigations and administrative proceedings, and to grant or cancel the Adviser's authority to carry on its business. From time to time, in the ordinary course of operations, the Adviser or its affiliates are subject to regulatory inquiries, examinations and investigations from U.S. and non-U.S. governmental agencies, regulatory bodies and securities commissions, which can be costly and occupy significant staff time and resources. Any such inquiry, examination or investigation could lead to civil or criminal proceedings resulting in a censure, fine, penalty and/or other sanction, including asset freezes, the issuance of a cease and desist order or the suspension or expulsion of an individual. Any such inquiry, investigation or enforcement proceeding could have a material adverse impact on certain Funds. In addition, the Adviser and/or certain Funds may be party to civil litigation proceedings related to investments. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments will generally be borne by such Funds.

Antitrust Issues

The Adviser, the Funds and portfolio companies of the Funds will be subject to the antitrust and competition rules that apply in those countries or regions in which such companies do business. Failure to comply with such rules could expose the infringing company to sanctions or penalties,

including fines and civil damage actions. In some situations, private equity funds or sponsors could be held jointly and severally liable for any sanctions or penalties imposed on a current or previously owned portfolio company for breach of the applicable antitrust rules. In recent years, there have been governmental investigations and lawsuits over whether certain club deals or consortium bids constituted an illegal attempt to collude and drive down the prices of acquisitions. There can be no assurance that the Adviser, the Funds or portfolio companies will not be subject to third-party litigation and/or investigations involving consortium bids.

The U.S. Federal Trade Commission and U.S. Department of Justice Antitrust Division (the “U.S. Agencies”) have also announced certain changes to antitrust enforcement policy that may make enforcement actions with respect to private equity transactions more likely. These changes include additional filing requirements for transactions subject to Hart-Scott-Rodino notification requirements that may significantly increase the costs and burdens associated with such filings, as well as increase the potential for sanctions that may be imposed if a portfolio company or a private equity sponsor failure to comply with the new filing rules. The U.S. Agencies have also proposed new draft merger guidelines regarding enforcement of the antitrust laws with respect to mergers and acquisitions that indicate the U.S. Agencies will investigate and challenge more transactions as unlawful compared to the recent past. Finally, the U.S. Agencies and state antitrust enforcers have also expressed concern with certain business strategies commonly employed by private equity portfolio companies and have initiated investigations and lawsuits against both portfolio companies and their private equity sponsors related to the current and past conduct of those portfolio companies. There can be no assurance that the Funds, the Adviser or the portfolio companies will not be subject to third-party litigation and/or investigations involving current or past transaction activity. Such developments are expected to result in lengthened or delayed timelines to closing of Fund investments and increased expenses associated with the antitrust filings related thereto. In addition, given that the standard for approving a transaction is higher, there is a heightened risk that a transaction may not be approved, and could therefore not be consummated and a Fund may incur substantial expenses on a transaction that is ultimately not approved by the U.S. Agencies.

No Right to Control the Fund’s Operations

Limited partners will have no opportunity to control the day-to-day operations of a Fund, including investment and disposition decisions. In order to safeguard their limited liability for the liabilities and obligations of a Fund, limited partners must rely entirely on its general partner and the Adviser to conduct and manage, respectively, the affairs of a Fund.

Dependence on Key Personnel

The success of a Fund depends in substantial part on the skill and expertise of the key persons and other employees of the Adviser and its affiliates. There can be no assurance that the key persons or other investment professionals and employees of the Adviser and its affiliates will continue to be employed by the Adviser throughout the life of such Fund. The loss of key personnel could have a material adverse effect on a Fund.

ERISA

If the underlying assets of a Fund were considered “plan assets” of benefit plan investors (as defined in Section 3(42) of ERISA), the Adviser would be considered a fiduciary of such investors. Generally, the fiduciary provisions of ERISA require fiduciaries of a plan subject to ERISA (a) to act for the exclusive benefit of the participants and the beneficiaries of the plans whose assets they manage; (b) to employ the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; (c) to diversify investments so as to minimize the risks of large losses; and (d) to comply with constituent documents of such plans. If the assets of a Fund were considered plan assets for ERISA purposes, the Adviser would be prohibited from causing such Fund to enter into certain transactions and would need to determine how the payment of the management fee, any administrative fees, and Carried Interest or a Performance Allocation impacts ERISA. In addition, the ERISA compliance obligations could adversely affect the investment activities of such Fund.

Unspecified Use of Proceeds

With respect to certain Funds, the proceeds of the offering of interests in such Funds will be used by such Funds to make investments that, other than any warehoused investments, if any, as of the date of such offering, have not been selected by the Adviser. Purchasers of interests in such Funds will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments to be made by such Funds and, accordingly, will be dependent upon the judgment and ability of the general partner of such Funds and the Adviser in investing and managing the capital of such Funds. No assurance can be given that such Funds will be successful in obtaining suitable investments, or that if such investments are made, the objectives of such Funds will be achieved. Failure to meet investment objectives or to invest a Fund’s committed capital could result in diminished returns and opportunity costs to limited partners.

Cybersecurity Risk

The Adviser, the Funds’ service providers and other market participants depend on complex and often interconnected information technology and communications systems to conduct business functions. These systems are subject to a number of different threats and other risks that could adversely affect the Funds and their investors, despite the efforts of the Adviser and the Funds’ service providers to adopt technologies, processes and procedures intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the security, confidentiality, integrity and availability of information belonging to the Fund and its investors. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, encrypt or otherwise prevent access to these systems of the Adviser, the Funds’ service providers and counterparties as well as the data stored by these systems, including investor information. The Adviser and the Funds’ service providers may be subject to ransomware or other attacks that could cause substantial business disruption or loss of availability of data that could prevent the Funds and Adviser from executing its investment strategy or accessing an account, which could lead to financial losses. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of the Adviser’s systems to disclose sensitive information in order to gain access to the Adviser’s data or that of the Funds’ investors or to transfer funds to unauthorized parties. A successful penetration

or circumvention of the security of the Adviser's systems by unauthorized third parties could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Funds, the Adviser or their service providers to incur regulatory penalties, reputational damage, additional compliance costs, increased insurance premiums or financial loss. In addition, the Adviser may incur substantial costs related to investigation and remediation of the cybersecurity incident, increasing and upgrading, increased and upgraded cybersecurity protections including its administrative, technical, organizational and physical controls, acts of identity theft, unauthorized use or loss of proprietary information, adverse investor reaction, increased insurance premiums or difficulties obtaining insurance coverage, or litigation, regulatory actions or other legal risks.

Similar types of operational and technology risks are also present for the companies in which the Funds invest, which could have material adverse consequences for such companies, and may cause the Funds' investments to lose value.

Data Protection

Privacy and data protection are receiving increased amounts of attention and scrutiny from regulators globally. Among other privacy regimes, a number of data protection laws and regulations have been enacted, including (1) the EU General Data Protection Regulation ("GDPR"), (2) the GDPR as implemented in the United Kingdom, including through the UK Data Protection Act 2018 ("DPA"), (3) the California Consumer Privacy Act (the "CCPA") and other "comprehensive" US state data protection laws, and (4) the Data Protection Law, 2017 in the Cayman Islands (the "DPL"). New data privacy laws have also been proposed in more than half of the states in the U.S. and in the U.S. Congress, reflecting a trend toward more stringent privacy legislation in the U.S. The purpose of these laws is to increase the protection of individuals' rights and freedoms in relation to their privacy and with respect to the collection, processing, storing, sharing and deletion of their personal data. In addition, New York's Stop Hacks and Improve Electronic Data Security Act ("NY SHIELD Act") imposes potential penalties for businesses that fail to develop, implement and maintain reasonable protection for personal information and other US states have adopted statutes specifically imposing data security requirements. These shifting privacy and data protection laws could require the Adviser to modify its data processing practices and policies in certain respects.

Data protection laws like the GDPR, DPA, CCPA, NY SHIELD Act and DPL often require stringent operational requirements and onerous accountability obligations for controllers and processors of personal data, including, for example, expanded disclosures inter alia about the usage of personal data, limitations on retention of personal data, implementation of appropriate technical and organizational security measures to protect personal data and higher standards for data controllers to demonstrate that they have obtained valid consent or have another relevant legal basis in place to justify their data processing activities. These laws also include data subject rights, such as the rights to access personal data, to have such data corrected or deleted and to limit processing of personal data, which will require that the Funds have in place the necessary mechanisms to allow individuals to exercise them.

These laws, as well as any laws developed in the future in other relevant jurisdictions, also could cause the Funds' and their investments' costs to increase and result in further administrative costs as part of their compliance efforts, which is likely to reduce capital that can be deployed for making investments. Moreover, if the Adviser or any of the Funds suffers a security breach impacting personal data, there may be obligations to notify government authorities or data subjects, which may divert the Adviser's time and effort and entail substantial expense.

While the Funds and the Adviser intend to comply with their obligations under applicable privacy and data protection laws, they may not be able to accurately anticipate the ways in which regulators and the courts will apply or interpret the laws. The failure by the Funds and/or the Adviser to comply with applicable privacy and data protection laws could result in negative publicity and may subject them to significant costs associated with litigation, settlements, regulatory action, judgments, liabilities, or (actual or contingent) fines and penalties.

The provisions of the GDPR, DPA, CCPA, NY SHIELD Act and DPL and other existing or new privacy and data protection laws may also apply to the portfolio companies. On the basis that global data protection laws are constantly evolving, portfolio companies may be continually subject to new laws, regulations or standards or new interpretations thereof. These laws could affect the value of the portfolio companies if they incur additional costs and restrict business operations. Similarly to the above, failure by the portfolio companies to comply with applicable requirements may result in governmental enforcement actions, litigation (actual or contingent), fines and penalties or adverse publicity, which could have an adverse effect on their, the Adviser's and the Funds' reputation and adversely affect the business and the value of the Funds' investments.

Risk of Investment in Digital Assets

A Fund may invest in portfolio companies that invest in, engage in transactions related to, or offer for sale or exchange cryptocurrencies, decentralized application tokens and protocol tokens, blockchain-based assets and other crypto-finance and digital assets, or instruments for the purchase of such ("Digital Assets"), which represent a speculative investment and involve a high degree of risk. As relatively new products and technologies, Digital Assets have not been widely adopted as a means of payment for goods and services by major retail and commercial outlets. Conversely, a significant portion of the demand for Digital Assets is generated by speculators and investors seeking to profit from the short or long-term holding of Digital Assets.

In their short history, Digital Assets have experienced extreme price volatility that may continue in the future. Historical price increases in Digital Assets provide no assurance of future results. The value of Digital Assets also will be affected by the worldwide acceptance or rejection of Digital Assets. In particular, problems with the supply of Digital Assets, security flaws (or perceived security flaws), supply and demand, investors' expectations with respect to the rate of inflation, interest rates, currency exchange rates or future regulatory measures, difficulties with converting Digital Assets to fiat currencies, and concerns that Digital Assets may disproportionately facilitate criminal activities may negatively affect the acceptance, growth and development of Digital Assets. Further, it is not uncommon for businesses in the digital asset space, including exchanges and other centralized platforms on which portfolio companies may execute trades, to experience large losses due to fraud and breaches of their security systems, which losses may have a potentially material, adverse impact on one or more Funds or the digital assets

markets and broader financial markets, generally. To the extent a Fund invests in portfolio companies that hold Digital Assets, the value of those assets also may be volatile and subject to impairment, and such assets may lose their entire value.

The theft, loss or destruction of a private key required to access Digital Assets may be irreversible, and any such private key would not be capable of being restored by the portfolio company or a Fund. Any loss of private keys relating to digital wallets used to store Digital Assets could result in the loss of such Digital Assets, which could have a material adverse effect on the portfolio companies in which a Fund invests and an investor could incur substantial, or even total, loss of capital.

Digital Assets have attracted the attention of U.S. regulatory agencies, and future regulation is likely. Various jurisdictions have or may, in the near future, adopt laws, regulations or directives that affect Digital Assets and parties that come into contact with such assets. Such laws, regulations or directives may negatively impact the Funds and their investments in a variety of ways, including increasing the compliance burden of the portfolio companies in which they invest, diminishing the value of their indirect investments in Digital Assets, or increasing the tax rate on Digital Assets. To the extent that new regulations are imposed, or regulatory authorities find ways to apply existing regulations to Digital Assets in unanticipated ways, the Funds' investments may be materially adversely affected. Further, the taxation of Digital Assets is uncertain in many jurisdictions, and those jurisdictions that have formulated a position have reached varying (and continuously evolving) conclusions.

DAC6

On May 25, 2018, the EU Council adopted a directive (2018/822 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation) that imposes a reporting obligation on parties involved in transactions that may be associated with aggressive tax planning ("DAC6").

More specifically, the reporting obligation will apply to cross-border arrangements that, among others, satisfy one or more "hallmarks" provided for in DAC6 (the "Reportable Arrangements").

In the case of a Reportable Arrangement, the information that must be reported includes the name of all relevant taxpayers and intermediaries as well as an outline of the Reportable Arrangement, the value of the Reportable Arrangement and identification of any member states likely to be concerned by the Reportable Arrangement.

The reporting obligation in principle rests with persons that design, market, organize, or make available for implementation or manage the implementation of the Reportable Arrangement and persons that, having regard to the relevant facts and circumstances, know or could be reasonably expected to know that they have undertaken to provide assistance or advice with respect to such Reportable Arrangement (the "Intermediaries"). However, in certain cases, the taxpayer itself can be subject to the reporting obligation.

The information reported will be automatically exchanged between the tax authorities of all Member States.

The Grand Duchy of Luxembourg has implemented DAC6 into Luxembourg law by the law of 25 March 2020 (the DAC6 Law) following the text of DAC6 rather closely.

As from January 1, 2021, Intermediaries are in principle required to file information with their national tax authority within thirty days following the day on which:

- the arrangement (i) is made available for implementation, or (ii) is ready for implementation; or
- when the first step in the implementation of the reportable cross-reportable arrangement has been made, whichever occurs first.

In light of the broad scope of DAC6, transactions carried out by the Funds may fall within the scope of DAC6 and thus be reportable (subject however to the way DAC6 will be implemented into national laws).

Russian Invasion of Ukraine

An ongoing military conflict exists between Russia and Ukraine which has caused various disruptions to global financial systems, trade and transport, and food security in certain regions of the world, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. The U.S. and allied countries have taken steps to prevent certain Russian banks from accessing international payment systems and implemented sanctions on certain Russia exports, including oil and natural gas. Additionally, the U.S. and allied countries have issued sanctions on certain foreign individuals and national leaders who have supported Russia's invasion of Ukraine, restricting such persons from particular transactions in the U.S. and allied countries. Russia's invasion of Ukraine, related cyberattacks, the displacement of persons both within Ukraine and to neighboring countries and the increasing international sanctions could have a negative impact on various economies and business activity globally (including in the countries in which the Funds invest), and therefore could adversely affect the performance of a Fund's investments. It may also limit the ability of a Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future. Given the ongoing and evolving nature of the conflict and its ongoing escalation (such as Russia's decision to place its nuclear forces on high alert, its potential involvement in the conflict between Israel and Hamas, its recent suspension of its participation in its last nuclear arms treaty and the possibility of significant cyberwarfare against military and civilian targets globally), it is difficult to predict the conflict's ultimate impact on global economic and market conditions, and, as a result, the situation presents material uncertainty and risk with respect to the Funds and the performance of their investments or operations, and the ability of the Funds to achieve their investment objectives. Given the involvement of the broader international community in the conflict, including via the supply of weapons to Ukraine and China's role in proposing various ceasefires, there remains a risk of spread of the conflict beyond Eastern Europe.

Risks of Artificial Intelligence ("AI")

The Adviser's ability to use, manage and aggregate data may be limited by the effectiveness of its policies, systems and practices that govern how data is acquired, validated, used, stored, protected,

processed and shared. Failure to manage data effectively and to aggregate data in an accurate and timely manner may limit the Adviser's ability to manage current and emerging risks, as well as to manage changing business needs and adapt to the use of new tools, including AI. In the ordinary course, the Adviser does not expect to be involved in the collection of data or the development of AI algorithms, and may not be able to verify AI's outputs. AI could pose conflicts of interest, including if particular technology favors (even if inadvertently) the Adviser's interests over the interests of the Funds or the Adviser has an economic incentive to use AI to reduce its expenses despite limitations on their reliability. While the Adviser may restrict certain uses of third-party and open source AI tools, such as ChatGPT, the Adviser's employees, consultants and service providers and the Funds' portfolio companies may use these tools, which poses additional risks relating to the protection of the Adviser's and such portfolio companies' proprietary data, including the potential exposure of the Adviser's or such portfolio companies' confidential information to unauthorized recipients and the misuse of the Adviser's or third-party intellectual property, which could adversely affect the Adviser, the Funds or their portfolio companies. Use of AI tools may result in allegations or claims against the Adviser, the Funds or their portfolio companies related to violation of third-party intellectual property rights, unauthorized access to or use of proprietary information and failure to comply with open source software requirements. Additionally, AI tools may produce inaccurate, misleading or incomplete responses that could lead to errors in the Adviser's and its employees', consultants' and service providers' decision-making, portfolio management or other business activities, which could have a negative impact on the Adviser or on the performance of the Funds and their portfolio companies. Such AI tools could also be used against the Adviser, the Funds or their portfolio companies in criminal or negligent ways.

As the use and availability of AI tools has grown, the U.S. Congress and a number of U.S. federal and state agencies have been examining the AI tools and their use in a variety of industries, including financial services. These agencies have issued, proposed or adopted a variety of rules and other guidance regarding the use of AI. AI similarly faces an uncertain regulatory landscape in many foreign jurisdictions. Ongoing and future regulatory actions with respect to AI generally or AI's use in any industry in particular may alter, perhaps to a materially adverse extent, the ability of the Adviser, a Fund or its portfolio companies to utilize AI in the manner they have to-date, including as a result of the costs of monitoring and responding to such regulatory actions, as well as the consequences of non-compliance and may have an adverse impact on the ability of the Adviser, a Fund or its portfolio companies to continue to operate as intended.

Funding of the General Partner Commitment

A portion of the general partner's commitment to certain Funds is financed by one or more third-parties, which financing has features similar to those of a preferred equity arrangement. The providers of such financing have priority over the initial distributions from such Funds that otherwise would have been distributed to limited partners of the general partner (including employees, principals and partners of the Adviser and its affiliates) participating in the financing until certain performance hurdles are achieved (which are generally based on multiples). Such structured financing contains performance hurdles or other economic provisions that are different from those that the general partner is subject to under the government documents at the Fund level. Such differences could create different economic incentives for the Adviser and could influence the decisions made by the Adviser with regards to such Funds. In particular, a structured financing that subordinates the right of such participating persons to receive distributions in favor of the

providers of such financing may create or exacerbate an incentive for the Adviser or the general partner (and specifically, such participating persons) to take actions that it otherwise would not have taken in its management of such Funds (such as making more speculative investments or disposing of investments at a price or time that otherwise would not have been considered), or to refrain from taking actions that it otherwise would have taken (including with regards to follow-on investments and the timing of dispositions of investments), in each case, in the absence of such financing. Such financing could also put such participating persons in a position, when facing certain levels of losses in the portfolio, where they have less incentive to continue to give the same level of time and attention to such Funds than they would have in the absence of such financing. However, we believe that such issues are mitigated by the fact that a significant amount of the general partner commitment will be funded in cash by employees, partners and principals of the Adviser and its affiliates (including those that participate in such financing) directly outside of such levered financing, provided that certain such persons may also borrow separately to fund a portion of their indirect funding obligations to such Funds.

Affiliates of the provider of such financing arrangements described in the preceding paragraph are investors or prospective investors in certain Funds and may appoint members of a Fund advisory committee, and the provider of such financing arrangement also holds indirect interests in the Adviser and the general partner, which may cause the interests of each such investor to be substantially different from the interests of the other limited partners and could affect how such investor votes in its capacity as a limited partner or advisory committee member of a Fund. Please see “Business with and among Portfolio Companies and Investors and Prospective Investors” for additional disclosure regarding potential conflicts of interests arising out of the general partner and its affiliates engaging in business with investors or prospective investors.

The providers of such financing received minority protections or protections typically afforded to a financing provider and associated with protecting a financing provider’s economic interests relating to such financing, however, the provider of such financing will not have authority over day-to-day operations or investment or operational decisions of the general partner or any employee or principal as they relate to a Fund.

Item 9. Disciplinary Information

This item is not applicable to the Adviser.

Item 10. Other Financial Industry Activities and Affiliations

Related General Partners

The Adviser organizes the Funds, which are limited partnerships for which the Adviser (including affiliates of Providence) serves as general partner. For a description of material conflicts of interest created by the relationship among the Adviser and the general partners, as well as a description of how such conflicts are addressed, please see Item 11 below.

Affiliated Advisers

Providence is affiliated with the investment advisers listed below. Providence has entered into consulting agreements with certain of these affiliates, pursuant to which they provide certain non-execution advisory services to Providence and the Funds, including but not limited to providing research services, investment recommendations, structuring advice and negotiation services, ongoing monitoring and reporting regarding portfolio companies, consulting with portfolio companies, preparing materials for investor reports, providing employees to serve as directors of portfolio companies, and providing employees to vote proxies at portfolio company shareholder meetings.

- Providence Equity LLP: a foreign advisory affiliate of Providence organized in the UK and authorized to perform certain activities by the UK Financial Conduct Authority.
- Providence Equity Advisors Mauritius Limited: a foreign advisory affiliate of Providence organized in Mauritius and regulated by the Mauritius Financial Services Commission.
- Merganser Capital Management, LLC (“Merganser”): a U.S. registered investment adviser with the SEC and an affiliate of Providence.

Clients of the Adviser may from time to time participate in transactions alongside other clients of Providence or clients of an affiliated adviser.

Merganser is operated and managed separately from the Adviser, and Merganser does not have any involvement in the day-to-day investment operations of the Adviser. The Adviser does not direct or coordinate investment recommendations with Merganser and all such recommendations and allocations of investment opportunities are made by the Adviser independent of Merganser.

For a description of material conflicts of interest created by the relationship among the Adviser and the affiliated advisers, as well as a description of how such conflicts are addressed, please see Item 11 below.

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

Code of Ethics

The Adviser’s Code of Ethics requires each of the Adviser’s employees to deal honestly and fairly with all persons with whom he or she has contact. Employees at all times must place the interests of the Funds and their investors first. Employees are required to conduct their personal trading so as to avoid any actual or potential conflicts of interest or any abuse of a position of trust or responsibility. Moreover, employees are not permitted to take inappropriate advantage of their positions. The Code of Ethics includes policies regarding personal trading by the Adviser’s employees and members of their immediate families. These policies limit personal trading by employees in a wide range of securities, including common and preferred stock, debt instruments, securities that are convertible or exchangeable for equity or debt securities, and derivative instruments. Employees must report every account in which they have a direct or indirect beneficial interest, other than personal savings or checking accounts that are not able to hold

securities of any type and certain cryptocurrency accounts, and have copies of periodic accounts statements sent by their broker(s) to the Adviser's compliance department. In addition, if they directly or indirectly influence or control trading in the account, they must pre-clear covered securities transactions with the Adviser's compliance department.

A copy of the Code of Ethics is available to any client or prospective client upon written request by emailing Sarah Conde, Managing Director, General Counsel & Chief Compliance Officer of Providence Equity Partners L.L.C., at S.Conde@provequity.com.

Valuation of Fund Assets

The Adviser has a duty to value the Funds as provided in and consistent with the organizational documents of the Funds. The Adviser has adopted a policy regarding the valuation of Fund assets. The principal purpose of this policy is to provide a basis for establishing valuations reported by Funds. With respect to the PE Funds, the Adviser does not generally assess management fees, Carried Interest, or other performance fees or allocations based upon the Adviser's valuation determinations. With respect to the Providence Public Fund, the Adviser bases its management fees and Performance Allocations on the valuation of the Fund's assets, the calculation of which it has delegated to its administrator, subject to the overall supervision and direction of the Fund's general partner. In addition, performance information for the Funds will be reported to investors based on such valuations.

Certain Funds have portfolio investments, including restricted securities in publicly held companies and privately held investments, which are carried at an estimate of fair value as determined in good faith, pursuant to procedures determined by the valuation committees thereof. In the absence of special circumstances, all portfolio investments, other than restricted and privately held portfolio investments, are fair valued using the observable market value. Market value for unrestricted, publicly traded portfolio investments of the PE Funds is determined based on the closing price on the exchange on which the security is principally traded. The price of publicly-traded portfolio investments of one Fund or Funds may be impacted by certain investment decisions made by another Fund or Funds, including, but not limited to, decisions to hold, trade, dilute, hedge, short or change its ownership interest in such publicly-traded portfolio investments or in other investments in such Fund or Funds that otherwise impact the price of publicly-traded portfolio investments of the Funds.

Restricted and privately held portfolio investments and other instruments not enumerated above, which may not have readily ascertainable market values, are valued at fair value, which is the estimated amount that would be received upon the sale of the portfolio investment in an orderly transaction between market participants on the measurement date as outlined in ASC 820 of US GAAP. In establishing the fair value of portfolio securities, the Adviser takes into consideration, for each portfolio company, some or all of the following: (a) historical and prospective financial performance and key operating metrics, (b) financial and operating benchmarks of guideline comparable companies, (c) conditions of, and outlook for, the specific industry in which the portfolio company operates as well as the overall economy, (d) the portfolio company's stage of operational development and progress in executing its business plan, (e) prices paid in sales of such investments or similar investments in precedent transactions, (f) the price and extent of public trading in similar securities of the portfolio company or comparable companies, (g) the existence

of tender offers or acquisition or merger proposals affecting a portfolio company's securities, (h) preferred dividends, liquidation preferences, mandatory redemption rights, conversion rights, participation rights, anti-dilution rights, and registration rights of the subject security, (i) reports prepared by third-party analysts, (j) the impact of fluctuations in foreign currency exchange rates, and (k) other pertinent information determined relevant by the Adviser. However, because of the inherent uncertainty of valuation, the recommended values may differ significantly from values that would have been used had a ready market for the restricted and privately held portfolio investments existed, and may differ significantly from the amounts realized upon disposition, and the differences could be material. Notwithstanding the foregoing, valuations for a particular Fund will comply with the requirements of the relevant Fund's organizational documents.

Given the illiquid nature of the investments held by the Providence Public Fund, the net asset value of such assets cannot be determined with the same degree of certainty as such Fund's other investments historically were determined. For the purpose of calculating management fees, such assets generally will be valued at the lower of cost or the fair value on the date of such determination as set forth in such Fund's offering documents. For accounting purposes, such investments will be valued at fair value as reasonably determined by such Fund's general partner.

A valuation committee formed by the Adviser may modify the valuation methods described above if it determines that such modifications are appropriate and reasonable to reflect the value of any securities or other assets or liabilities, and will document the basis for any modifications, in each case, in accordance with the requirements of the relevant Fund's organizational documents.

The Adviser, under the oversight of the general partners of certain Funds and in accordance with such general partners' valuation policies, values the assets of such Funds and interests of investors in accordance with its policies and procedures, which the Adviser may change in its sole discretion and with the principles-based framework of ASC 820 of US GAAP in relation to each asset the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date. A valuation committee reviews and approves all portfolio company valuations on a quarterly basis. For the Providence Public Fund, a valuation committee reviews and approves investment valuations on a quarterly basis. The value of an investment may not reflect the price at which the investment could be sold in the market, and the difference between the Adviser's valuation and the ultimate sales price or price that a Fund could have achieved if it sold the asset to a third party at the time of such valuation may be material. When estimating fair value, the Adviser will apply a methodology based on its best judgment (including, for instance, determination of when an investment should be written down or written off) that is appropriate in light of the nature, facts and circumstance of the investments. Under certain circumstances, the valuation of investments will affect the amount and timing of the Carried Interest payable by the limited partners and the amount of management fees. The valuation of investments may also affect the ability of the Adviser to raise a successor fund because prospective investors are likely to consider performance of a Fund in making any investment decisions with respect to a successor fund. There may be circumstances where the Adviser is incentivized to determine valuations that are higher or lower than the actual fair value of investments.

The Adviser has broad discretion in determining the value of a Fund's investments. This discretion is particularly impactful in determining the value of privately held securities, which comprise most of the securities held by the Funds. In valuing such securities, the Adviser adheres to ASC 820 of

US GAAP and takes into account relevant factors, which include, without limitation, one or more of the following: purchase cost; sales prices of recent public or private transactions in the same or similar securities; the class of security held by a Fund, including whether such securities are subordinated; valuations of comparable companies; discounted cash flow analysis; significant recent events affecting the issuer, including pending mergers and acquisitions; and restrictions as to salability or transferability not otherwise taken into account in the valuation methodology. In determining whether an investment has been permanently impaired, the Adviser primarily considers whether the carrying value of the investment exceeds its anticipated or expected recoverable amount and if investment's such remaining cost basis value is unlikely to recover in the foreseeable future, taking into account, among other things, the occurrence of certain events such as bankruptcy, material defaults on loans, and transactions that subordinate or materially dilute a Fund's interest in the investment. The Adviser is permitted to determine that even extremely distressed investments should not be written down or permanently impaired.

There are circumstances where the Adviser is incentivized to determine valuations that are higher or lower than the actual fair value of investments. For example, under certain circumstances, the valuation of investments will affect the amount and timing of the carried interest payable by the limited partners and the amount of management fees. Furthermore, the determination that an investment has been permanently impaired, or, in certain cases, to write down the value of, an investment, reduces the amount of management fees paid to the Adviser following any step-down in management fees. That construct incentivizes the Adviser to determine that investments are not permanently impaired or should not be reduced in value. Because of the Adviser's broad discretion in determining such valuations, including broad discretion to determine whether or not to write down an investment or whether an investment's value has been permanently impaired and over which securities comprise an investment for this purpose, it faces an inherent conflict of interest between determining fair valuations and increasing its own revenues, and there is no guarantee that such conflict will be resolved in the favor of the Funds.

Participation or Interest in Client Transactions

The Adviser, certain employees and affiliates of the Adviser and certain employees of PSG invest in and alongside the Funds through the general partners of the Funds, as direct investors in the Funds, in certain cases as direct investors in portfolio companies or otherwise, including through affiliated special purpose vehicles or third-party investment vehicles that may invest across multiple Funds and/or through secondary transactions. Such personnel may also hold interests in a portfolio company in advance of a Fund acquiring an interest in the same portfolio company and/or may continue to hold such interests after a Fund exits the portfolio company. In certain cases, partners of a general partner may borrow to meet their capital contribution obligations. Additionally, management fees and Carried Interest or Performance Allocations assessed on such investments are typically substantially reduced or waived entirely by the Adviser, a Fund or its general partner, as applicable. For further details regarding these arrangements, as well as conflicts of interest presented by them, please see "Conflicts of Interest" below.

Investor Due Diligence Information

Due in part to the fact that limited partners and potential investors in a Fund (including limited partners of and potential investors in a Co-Investment Vehicle or purchaser of a limited partner's

interest in a secondary transaction) may ask different questions and request and receive different information or serve on the advisory committee of a Fund, the Adviser provides certain information to one or more limited partners or prospective investors that it does not provide to all of the prospective investors or limited partners. In addition, certain investors in the Funds are strategic investors directly or indirectly into the Adviser and the general partners of certain Funds, which results in such investors receiving greater or different information regarding the Adviser. Certain other limited partners are also lenders to the Funds and their portfolio companies and may receive information about the Adviser or their affiliates, the Funds and their portfolio companies in their capacity as lenders that other limited partners do not receive. Other investors serve on advisory committees of one or more Funds and as a result such investors receive information that is not available to investors who serve on no or fewer advisory committees and in certain cases such investors receive information on an earlier timeframe than information is made available to investors who do not serve on or serve on fewer such advisory committee or committees. Certain limited partners of Co-Investment Vehicles who are also limited partners of certain Funds receive co-investment specific reporting and updates that are not received by other limited partners of the Funds.

Conflicts of Interest

The Adviser and its affiliates engage in a broad range of activities, including investment activities for their own accounts and for the accounts of the Funds and providing transaction-related, advisory, management and other services to operating companies, including portfolio companies of the Funds. The Adviser has described various conflicts of interest that may arise in respect of its business, as well as a description of how the Adviser addresses such conflicts of interest, below. The discussion below does not describe all conflicts that may arise.

Resolution of Conflicts

In the case of all material conflicts of interest, the Adviser's determination as to which factors are relevant, and the resolution of such conflicts, will be made using the Adviser's best judgment, in its sole discretion. In resolving conflicts, the Adviser considers various factors, including the interests of the applicable Funds with respect to the immediate issue and/or with respect to their longer term courses of dealing. Certain procedures for resolving specific conflicts of interest are set forth below. When conflicts arise, the following factors may mitigate, but will not eliminate, conflicts of interest:

- (1) Except as otherwise permitted by applicable offering and organizational documentation of a Fund, the Adviser will consider the appropriateness of an investment from the viewpoint of the Fund.
- (2) Conflicts of interest will generally be resolved by set procedures contained in the relevant offering and organizational documents of a Fund, if applicable.
- (3) Generally, each Flagship Fund has established an advisory committee, consisting of representatives of limited partners not affiliated with the Adviser. The Providence Public Fund is authorized to establish an independent advisory committee, consisting of one or more persons not affiliated with the Adviser (whether or not such persons are limited partners of the Providence

Public Fund). The advisory committees meet as required to consult with the Adviser as to certain potential conflicts of interest.

(4) Where the Adviser in its sole discretion deems appropriate, unaffiliated third parties may be used to help resolve conflicts, such as the use of an investment banker or valuation firm to opine as to the fairness of a purchase or sale price.

(5) Prior to subscribing for interests in a Fund, each investor (other than certain third party investors in a Co-Investment Vehicle) receives information relating to significant potential conflicts of interest arising from the proposed activities of the Fund.

(6) On any issue involving actual conflicts of interest, the Adviser will be guided by its good faith judgment.

In addition, certain provisions of a Fund's governing documents are designed to protect the interests of investors in situations where conflicts may exist, although these provisions do not eliminate such conflicts. While the Adviser endeavors to resolve all conflicts in a fair and impartial manner, there can be no assurance that its own interests will not influence its conduct and decisions. In certain instances, some of such conflicts of interest may be resolved in a manner adverse to a Fund and its ability to achieve its investment objectives.

Potential Conflicts

The potential material conflicts of interest encountered by the Funds and the Adviser include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by a Fund and the Adviser. Other conflicts may be disclosed throughout this brochure and the brochure should be read in its entirety for other conflicts.

Principal Transactions

Section 206 of the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and its clients, on the other hand. Very generally, if an adviser (or an affiliate) purchases a security from or sells a security to a client, the adviser must disclose the terms of the transaction to the client and obtain the consent of the client prior to engaging in the principal transaction. In connection with the Adviser's management of its Funds, the Adviser and its affiliates may engage in principal transactions. The Adviser has established certain policies and procedures to comply with the requirements of the Advisers Act as they relate to principal transactions, including that disclosures required by Section 206 be made to the applicable Fund regarding any proposed principal transactions and that any required prior consent is received before executing a principal transaction.

Cross-Transactions

Subject to the terms of the applicable organizational documents of a Fund, a Fund is permitted to enter into cross-transactions. A cross-transaction generally refers to a transaction where one client account managed by the Adviser or its affiliates seeks to acquire an investment that another client account of the Adviser seeks to sell. Cross-transactions may create conflicts of interest because a Fund is on both sides of the transaction. The Adviser on occasion purchases a security or asset for

one Fund at the same time as a sale of the same security or asset for another Fund or effects cross-transactions between Funds. If required by the organizational documents of the Funds, the consent of each relevant Fund's advisory committee will be required in advance of any such transaction involving one or more Funds. Such transactions may, for example, be effected to rebalance the positions held by the Funds with a view towards achieving uniform results among certain clients in light of differing cash flows due to different amounts of aggregate capital commitments and/or subscriptions. The valuation of investments transferred between Funds may involve conflicts of interest. For certain rebalancing transactions between a Fund and its associated parallel Fund, in accordance and subject to the organizational documents of the Funds, the general partner of the Funds generally causes such Fund to purchase investments from or sell investments to the parallel Fund at cost, so that their resulting ownership of such investments is generally proportionate to the relative capital commitments of the Fund and such parallel Fund. At the time of such rebalancing, the general partner is also permitted to cause such Fund to pay to or charge its associated parallel Fund the greater of (i) interest on such investments (at an interest rate as set forth in the applicable organizational documents) or (ii) the amount determined by the general partner to be appropriate to take into account any appreciation amount, in either case in proportion to the relative capital commitments of such Fund and parallel Fund.

Continuation Transactions

From time to time the Adviser may determine that it is in the best interest of a Fund holding an investment (the "Selling Fund") to transact with another Fund (the "Purchasing Fund") in order to provide the Selling Fund's investors with an option to either: (1) receive cash proceeds from the Selling Fund's sale or transfer of such portfolio company and/or (2) "roll" (i.e., retain or reinvest) their indirect interest or exposure in such portfolio company. These types of transactions are often referred to as "continuation transactions." In connection with such continuation transactions, the Adviser has in the past and is likely in the future to require the investors in the Purchasing Fund to make an additional investment in a Fund or commit to invest in a future fund managed by the Adviser. In addition to those conflicts of interest described above under "*Cross Transactions*", conflicts of interest arise in these continuation transactions because (i) the Adviser and its affiliates may charge investors in the Purchasing Fund a management fee and Carried Interest (which economics are likely to be different than the Selling Fund) and the transactions have the potential to result in the receipt of additional management fees and Carried Interest by the Adviser and its affiliates; (ii) the Adviser and Adviser personnel are expected to have the ability to make material investments in the Purchasing Fund, which may cause them to take actions that benefit the Purchasing Fund; (iii) the Adviser is actively involved in negotiating the terms of the sale on behalf of the Selling Fund, on the one hand, and the Purchasing Fund, on the other hand (including allocation of expenses incurred in the transaction); and/or (iv) of the requirement for an investor in the Purchasing Fund to make an investment in a Fund or a commitment to invest in a future fund managed by the Adviser, which (a) incentivizes the Adviser to favor such investors because of the potential for the Adviser and its affiliates to earn additional management fees and Carried Interest with respect to any such investment or commitment to invest, and (b) could affect the price such investors offer to purchase the asset from the Selling Fund. Additionally, conflicts of interest arise in continuation transactions as a result of the allocation of fees and expenses, because fees and expenses will be incurred in connection with the transaction, and the Adviser might determine to allocate bankers' fees and certain other fees and expenses solely to selling investors in a Fund and not to the "rolling investors" or "new investors" in the Purchasing Fund or vice versa. For

additional conflicts see below under “*Conflicts Related to Purchases and Sales*” and “*Risks Upon Disposition of Investments*”

To the extent not addressed in a Fund’s organizational documents, the Adviser will address conflicts of interest that arise in connection with continuation transactions as set forth above under “*Cross-Transactions.*”

Conflicts Related to Purchases and Sales

The Adviser, and certain current and former employees and affiliates of the Adviser invest in and alongside the Funds through the general partners of the Funds, as direct investors in the Funds, in certain cases as direct investors in portfolio companies and otherwise (including holding the investment prior to or after the time a Fund acquires the investment), including through affiliated special purpose vehicles or third party investment vehicles that may invest across multiple Funds and/or through secondary transactions. Such personnel may also hold interests in a portfolio company in advance of a Fund acquiring an interest in the same portfolio company and/or may continue to hold such interests after a Fund exits the portfolio company. These investments can be at different times or on different terms, including price, voting, and liquidity, and in differing or non-pro rata amounts. As a result, such persons therefore have additional conflicting interests in connection with managing and realizing these investments. In certain cases, partners of a general partner may borrow to meet their capital contribution obligations.

The Adviser and its affiliates’ employees are prohibited from “front running” (i.e., purchasing a security for a personal account while knowing that a Fund is about to purchase the same security, and then selling the security at a profit upon the rise in the market price following the purchase by the Fund). They are similarly prohibited from engaging in short-selling when they have access to confidential information that a Fund is about to sell a particular security. In addition, they are prohibited from “intermarket front-running” (e.g., trading in an option for a personal account when a Fund is trading in the underlying security and vice versa). Nevertheless, if the Adviser, its affiliates, and their employees have made large capital investments in or alongside the Funds, such persons may have conflicting interests from such Funds with respect to these investments (for example, with respect to the availability and timing of liquidity or recommending certain transactions beneficial to current holders). Similar conflicts could apply to personal holdings that are adjacent to or competitors of a portfolio company or potential portfolio company of a Fund.

Conflicts also may arise when a Fund makes investments in conjunction with an investment being made by other Funds, or in a transaction where another Fund has already made an investment. Investment opportunities may be appropriate for Funds at the same time, at different or overlapping levels of a portfolio company’s capital structure. A Fund may be restricted in purchasing or selling investments in public equity securities, where another Fund is deemed an “insider” and has purchased or sold such equity securities within a period of less than six months. These restrictions could prohibit a Fund from taking advantage of certain opportunities, lowering returns. The price of any publicly traded portfolio investment of one or more Funds may be impacted by certain investment decisions made by one or more other Funds, including, but not limited to, decisions to hold, trade, dilute, hedge, short or change its ownership interest in such publicly traded portfolio investments or in other investments in such Fund or Funds that otherwise impact the price of such publicly traded portfolio investments. To the extent such overlapping positions are thinly traded,

restricted or more illiquid, sales into the market by one Fund could adversely impact the value of such positions held by another Fund. This would be particularly acute where a Fund held a position that was materially larger than that held by another Fund. A Fund's concentration in relatively few issuers also magnifies this risk. Additionally, conflicts may arise in determining the terms of investments, particularly where Funds may invest in different types of securities in a single portfolio company. Questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, whether payments should be accelerated, or whether debt should be refinanced. In certain cases, two or more Funds share (i) governance rights or (ii) one or more board members (or the right to appoint such board members), in each case in respect of a single portfolio company. Such shared rights may challenge otherwise independent decision making between or among such Funds regarding such portfolio company in particular when such portfolio company level decisions are not required to be approved by otherwise separate investment committees.

Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, the terms of any work out or restructuring or other concessions that may be given in such a situation raise conflicts of interest and the Adviser may be incentivized to choose a course of action that benefits one Fund to the detriment of another Fund. In the event that one Fund has a controlling or significantly influential position in a portfolio company, it will have the ability to elect some or all of the board of directors of such a portfolio company, thereby controlling the policies and operations, including the appointment of management, future issuances of securities, payment of dividends, incurrence of debt and entering into extraordinary transactions. In addition, a controlling Fund is likely to have the ability to determine, or influence, the outcome of operational matters and to cause, or prevent, a change in control of such a company. Such management and operational decisions may, at times, be in direct conflict with other Funds and/or clients of the Adviser's affiliates that have invested in the same portfolio company that do not have the same level of control or influence over the portfolio company.

Certain clients of the Adviser and its affiliates may invest in debt, loans and securities of companies in which other clients of the Adviser or its affiliates hold securities, loans or other investments, including equity securities, which may include a controlling position. The involvement of such persons at multiple levels of the capital structure could inhibit strategic information exchanges among fellow creditors and shareholders. Equity holders and debt holders have different (and often competing) motives, incentives, liquidity goals and other interests with respect to a portfolio company. In the event that such investments are made by a Fund, the interests of such Fund will at times conflict with the interest of such other Fund or client of the Adviser's affiliates, particularly in circumstances where the underlying company is facing financial distress. In such instances, it may be in the best interest of the Fund holding debt securities to declare a default, accelerate a loan or take other protective actions, while such actions would harm another Fund's equity investment in the portfolio company. The involvement of such Funds at both the equity and debt levels, or in different levels of the debt structure of an issuer, could cause conflicts of interest or inhibit strategic information exchanges among fellow creditors. In certain circumstances, decisions made with respect to investments held by one Fund could adversely affect the investments of another Fund. For example, the Funds may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other

difficulties of a portfolio company, or to finance growth or other opportunities, the Funds may or may not provide such additional capital, and if provided, each Fund will supply such additional capital in such amounts, if any, as determined by the Adviser. In addition, in the event one Fund is unable to fund its additional share of capital (e.g., in the event such Fund does not have sufficient available capital), the other Fund may be obligated to fund more than its share of such amount. In such event, one Fund will gain greater exposure to such investment than may have been intended and the other Fund will be diluted in such investment. In other circumstances, a Fund might be best served by a liquidation of the portfolio company that would result in its debt being paid but leave nothing with respect to such Fund's interest in the portfolio company's equity. It is possible in distressed situations that actions taken by a Fund as a debt holder could materially adversely impact, if not in effect eliminate, any remaining value attaching to equity securities held by such Fund. The reverse would be the case where a Fund holds debt securities of a portfolio company and such Fund acquires equity securities of the same company. Similar considerations could apply if two Funds were to invest in different parts of the debt capital structure of the same portfolio company (for example if a Fund holds debt securities that are junior to debt securities held by another Fund). The returns of each Fund may be negatively impacted as a result of the foregoing.

In circumstances where Funds hold investments in different tranches or classes of a portfolio company's debt and/or equity, the Adviser will attempt to resolve conflicts of interest arising therefrom in good faith, including, to the fullest extent permitted by applicable law, to take steps in respect of such investments to reduce the potential for adversity between Funds, including by causing a Fund to take certain actions that, in the absence of such conflict, it would not take, such as, for example but without limitation (i) remaining passive in a portfolio company restructuring or similar situation (including by electing not to vote or voting pro rata with other security holders), (ii) divesting investments, (iii) appointing an independent decision-maker, or (iv) otherwise taking an action designed to reduce such adversity. There can be no assurance that any such steps will be taken or will reduce or eliminate such a conflict.

The Adviser and its affiliates may seek to address these conflicts by adopting policies and procedures, which may include limiting investments by a Fund which produce such conflicts, limiting voting or roles on creditors' committees, procedures designed to ensure that the teams managing the investments make independent decisions through the enforcement of information barriers and similar procedures, or other procedures in the judgment of the Adviser or its affiliates. To the extent that debt and equity investments are made by the Adviser or its affiliates in cases where walls have not been implemented, such a debt investment could be adversely affected by an equity investment in the same issuer, and such an equity investment could be adversely affected by a debt investment in the same issuer.

In addition, a conflict also arises in allocating an investment opportunity if the potential investment target of one Fund could be acquired by either another Fund or a portfolio company of another Fund, including in cases where a Fund is purchasing part of an investment from another Fund or rolling an existing investment. Investments by more than one Fund in a portfolio company may also raise the risk of using assets of a Fund to support positions taken by other Funds, or that a Fund may remain passive in a situation in which it is entitled to vote.

Situations could occur in which a Fund could be disadvantaged because of the investment activities conducted by the Adviser and its affiliates on behalf of other Funds. For example, a Fund may be

invested in the securities of an issuer which it may then be unable to dispose of for a period of time due to the investment activities of the Adviser and the other Funds. For instance, the Adviser may possess material non-public information related to that issuer or otherwise agree to a “standstill” with the issuer while exploring a transaction with the issuer on behalf of other Funds in which instance such Fund will be prohibited from disposing of such position. There also may be certain instances in which the Adviser, as a result of information received in respect of certain Funds, may determine to restrict or otherwise limit a Fund’s trading in certain securities in which it would otherwise wish to trade. Separately, actions taken by the Adviser on behalf of a Fund could result in contractual prohibitions or limitations (e.g., non-competes) on the Adviser’s ability to make certain types of investments, such as investments in certain industries or geographies, or to exit from certain investments, such as a sale to a counterparty operating in certain industries or geographies, in each case on behalf of another Fund. Such restrictions could inhibit a Fund’s ability to implement its investment strategy or to realize an investment opportunity in a timely manner, to the extent an otherwise attractive investment or exit opportunity within the scope of such a non-compete (or other restrictive covenant) were to arise, which could reduce returns to investors.

There may be differences in timing of entry into, or exit from, a portfolio company for reasons such as differences in strategy, existing portfolio, return expectations or liquidity needs. Funds that invest in the same portfolio company may invest on different terms (including with respect to price and control rights), particularly when they invest at different times. In addition, where more than one Fund invests in the same portfolio company, there can be no assurance that such parties will dispose of investments at the same time or on the same terms and in particular each Fund will make a separate determination as to when and on what terms to dispose of such investments. Different entrance prices could affect when and at what price a Fund exits. For example, because the Adviser may have an incentive to show realized returns in connection with other fundraising activities (including fundraising for a successor fund) and because one Fund’s term may expire before the end of another Fund’s term, such Funds may have an incentive to dispose of their respective interests in an investment at different times or on different terms. Investments disposed of at different times will likely be disposed of at different valuations and, as a result, each Fund may realize different returns than other Funds, including materially lower returns. These variations in timing may be detrimental to a Fund. Alternatively, if the Adviser determines it is advisable for two Funds to exit an investment at the same time and one Fund’s term expires sooner than the other Fund’s, the Fund with the longer term may dispose of its interest earlier than it ordinarily would have and may, as a result, realize lower returns than it otherwise may have earned on such investment. In addition, investors may receive different consideration (for instance, investors in one Fund may receive cash whereas investors in another Fund may be provided the opportunity to receive distributions in-kind) which may impact the realized return ultimately received by each Fund and its investors.

The Adviser and its affiliates may also express inconsistent or contrary views of commonly held investments or of market conditions more generally. As such, one Fund could buy a security at the same time another Fund has determined to sell or take a short position in the same security. Conflicts may also arise between such Funds in relation to whether to pursue add-on opportunities and whether to implement changes to such portfolio company’s leadership or operations. Such conflicts would also apply in the event that a Fund participated in the pre-IPO placement or IPO or otherwise purchased a portion of the equity of a portfolio company held by another Fund. In such circumstances described above, the Adviser can take steps to reduce the potential conflicts of

interest between the various Funds, including causing a Fund to take certain actions that, in the absence of such conflict, it would not take (e.g., a Fund may divest itself of an asset it otherwise may have retained, the Adviser may establish information barriers, certain matters may be referred to an advisory committee or a third-party, or a Fund may refrain from taking certain actions that may otherwise be to its benefit). Any such steps could have the effect of benefiting one Fund or the Adviser at the expense of another Fund. The Adviser and its affiliates will attempt to resolve any such conflicts in good faith, but there can be no assurance that such conflicts of interest or actions taken by the Adviser or its affiliates in respect of other Funds will not have an adverse effect on the investments made by a Fund. There can be no assurance that the return of a Fund participating in a transaction will be the same and not less than the performance of another Fund participating in the same transaction or the same as it would have been had such other Fund not participated in the transaction or had such conflict not existed. Conflicts of interest related to investments by other Funds or funds managed by the Adviser's affiliates may result in a Fund limiting its participation in certain attractive investment opportunities. In particular, if a Fund seeks to exit such an investment in advance of another Fund, it would create conflicts in how each Fund manages the joint investment, including decisions around maximizing short-term versus long-term value, and how such Fund structures its exit. Such activity could impact the price of the security, thereby adversely affecting a Fund.

The Funds will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Fund agrees that upon the closing of a transaction with respect to a potential portfolio company, it will purchase equity securities in a transaction. Furthermore, in certain instances certain Funds will also enter into (a) limited guarantee arrangements whereby, subject to any applicable documentation, a Fund agrees that if a transaction with respect to a potential portfolio company is not consummated, it will pay a percentage of the total value of the transaction as a "reverse termination fee" to the seller entity and (b) full guarantee of arrangements where a Fund agrees to close a transaction even if the debt financing for such transaction is not available or has not been funded. While certain Co-Investment Vehicles with investments contractually tied to the Fund (including Co-Investment Vehicles through which employees of the Adviser participate) are generally obligated to pay their proportionate share of the equity purchase price (whether pursuant to the applicable Funds' organizational documents or otherwise), such Co-Investment Vehicles are generally not direct parties to the equity commitment arrangements or guarantees and therefore may not be obligated to pay their proportionate share of any reverse termination fee, unless otherwise specifically agreed. Therefore, in the unlikely event that a Co-Investment Vehicle defaults on an arrangement with the Fund to pay its proportionate share of the equity purchase price or such an arrangement is not consummated at all, the Fund would be held responsible for the entire equity purchase price (plus any borrowing costs or other expenses associated with the investment) or other applicable obligations, or may be unable to make the investment at all, and therefore would bear all applicable expenses and reverse termination fees.

The Funds, from time to time, co-invest with third parties through partnerships, joint ventures or other similar entities or arrangements. These investments may involve risks and conflicts that would not otherwise be present in investments where a third party is not involved. Such risks include, among other things, the possibility that the third party has differing economic or business goals than those of the Funds, or that the third party may be in a position to take actions that are inconsistent with the investment objectives of the Funds. There may also be instances where the Funds will be liable for the actions of such third-party co-investors. There can be no assurance that

the return of a Fund participating in a transaction with a third party would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

Allocations

Each Fund may pursue investment opportunities (including follow-on investments) similar to those pursued by another Fund or by clients of the Adviser's affiliates. The allocation of investment opportunities will be determined by the Adviser and its affiliates in their good faith judgment and in accordance with the organizational documents of the relevant Funds. Certain of the Funds' organizational documents provide specific rules about allocations of investment opportunities across Funds or strategies and certain Funds provide for priority in regards to allocation of investment opportunities in certain circumstances. Allocation decisions can raise conflicts, for example, if the Funds and clients of the Adviser's affiliates have different fee structures.

Subject to applicable investment objectives, guidelines and the Funds' governing documents (including any specific priorities therein), the Adviser and its affiliates generally allocate investment opportunities taking into account factors such as Fund risk factors or risk tolerances and/or diversification considerations and undertakings, Fund investment restrictions (including concentration limits), Fund investment guidelines, Fund geographic orientation, the location of (i) the investment assets, (ii) the Providence team managing such assets and (iii) the portfolio company management team, terms and objectives of a Fund, currency or other exposures, relative exposure to short-term market trends, current portfolio composition (including current cash and/or commitments available (including anticipated co-investment and future capacity for follow-on investments), liquidity requirements, whether a Fund has an existing investment in a portfolio company, a Fund's phase in its life cycle (for example, certain opportunities may be over-allocated or under-allocated to a Fund during the beginning or the end of its investment cycle), tax or regulatory or legal restrictions applicable to a Fund, the supply or demand of an investment opportunity at a given price level, the level of transaction costs involved in making the investment relative to the amount of capital a Fund has available for the investment, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals for the Funds, location of management, follow-on pipeline for the portfolio company, the size and nature of the investment and profile of the portfolio company (including size, enterprise value, growth and EBITDA), leverage considerations, the management of any actual or potential conflict of interest, timing to execute, and certain other factors. Where the Adviser allocates investment opportunities based upon the current available capital of investment vehicles, current available capital may include, in the Adviser's discretion, anticipated, target or available leverage, unsettled trades, unfunded commitments, and uncalled capital. Notwithstanding the foregoing, in certain circumstances as determined by the Adviser in its sole discretion, Funds that would otherwise receive an allocation under the policies and principles set out above will not receive such allocation if it would result in an allocation of a de minimis amount. The allocation of co-investment opportunities, including those opportunities allocated to certain Co-Investment Vehicles formed to invest alongside certain Funds, will be subject to the additional considerations, as described further below. Furthermore, there can be no assurance that the application of the policies and principles set out above will result in a Fund participating in all investment opportunities that fall within its investment objectives. The Adviser makes allocation determinations based solely on the

Adviser's expectations at the time such investments are made, however investments and their characteristics may change over time and there can be no assurance that an investment may prove to have been more suitable for another Fund in hindsight.

A Fund may invest in the securities of a portfolio company held by another Fund (including through initial public offerings or pre-initial public offerings), which would result in such Fund receiving an allocation of portfolio company securities. In addition to conflicts of interest arising from the allocation of such securities, this arrangement also leads to similar conflicts described below under "Conflicts Related to Purchases and Sales."

From time to time certain investment opportunities involve interests in portfolio companies of one or more Funds that are part of a restructuring, recapitalization, or similar transaction. In such instances, investors in the Funds involved in such a transaction are typically given priority rights to "roll" (i.e., retain or reinvest) their indirect existing interest or exposure in such portfolio company (for, instance, through a newly formed "continuation fund"). As a result, other Funds may not be allocated all or any portion of such an investment opportunity, even if such opportunity falls within a Fund's investment objectives or strategy.

The Adviser will, from time to time, consider, and reject an investment opportunity on behalf of one Fund and, the Adviser or an affiliate of the Adviser may subsequently determine to have another Fund make an investment in the same company. In addition, the Adviser will, from time to time, consider an investment opportunity for one Fund and then subsequently determine to have another Fund make the investment. In making any such reallocation determination, the Adviser will consider a variety of factors. Conflicts of interest arise in connection with such a reallocation. In addition, a conflict of interest arises because one Fund will, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the original Fund considering the investment. In such circumstances, the benefitting fund or funds will not be required to reimburse the original Fund for expenses incurred in connection with researching such investment.

In certain cases, such reallocation determination can occur after a significant period of time has passed and the Fund to which the investment was originally allocated has incurred substantial out-of-pocket expenses in connection with evaluating, investigating and diligencing such investment. The investing Fund typically will not be required to reimburse the original Fund for such expenses. In the event that the investing Fund does reimburse the original Fund for out-of-pocket expenses incurred in connection with evaluating, investigating and diligencing such investment, the investing Fund typically will not pay interest on any such amounts reimbursed to the original Fund. Alternatively, if the investing Fund does pay interest on such amounts to the initial Fund, there can be no assurance any such interest will be paid over at the same time as such reimbursement or that the amount of such interest will be sufficient to compensate the original Fund for the time since it deployed capital to pay such expenses. The Adviser experiences conflicts of interest in connection with causing one Fund to incur expenses that may ultimately benefit another Fund, and similarly experiences conflicts of interest in determining the need for, calculating the amount of, and effecting any such reimbursement, as such arrangements may involve the discharge of a liability that one Fund owes to another Fund, and in all such cases these determinations, calculations, and terms are not arm's length arrangements and there can be no assurance that the allocation of such expenses is in the best interest of the Funds. There can be no assurance that the amounts

reimbursed to the original Fund will be commensurate with the benefit received by the investing Fund.

Moreover (a) Providence Equity Partners L.L.C. and (b) Merganser operate separately with respect to their allocation policies and are subject to certain information wall policies and procedures, such that investment opportunities that Providence and Merganser sources, respectively, are subject to their own separate allocation policies, procedures and obligations and not the allocation policies, procedures and obligations of (x) Merganser, in the case of Providence and its clients, or (y) Providence, in the case of Merganser and its clients.

The Adviser will determine if the amount of an investment opportunity exceeds the amount the Adviser determines would be appropriate for the Funds (after taking into account any portion of the opportunity allocated by contract to certain participants in the applicable deal, such as employees of the Adviser, co-sponsors, consultants and advisers to the Adviser and/or the Funds or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by the Adviser to be in the best interest of the applicable Fund), and any such excess may be offered to one or more co-investors pursuant to the procedures included in such Funds' organizational documents/side letter agreements. In almost all cases, employees of the Adviser are offered the opportunity, and elect, to participate in co-investing alongside the Fund or Funds making the particular investment. Certain employees also make commitments to Funds alongside other limited partners. As a result, certain employees have relatively larger aggregate commitments to one Fund than they do to another Fund, which can create conflicts of interest in how they allocate their time, attention, and investment ideas among Funds, creating an incentive for them to favor the Funds or investments in which they have a greater economic interest.

Subject to any restrictions in the organizational documents of the applicable Fund, or terms negotiated in any side-letter arrangement, in general: (i) no investor (solely as a result of its investment in a Fund) has a right to participate in any co-investment opportunity; (ii) decisions regarding whether and to whom to offer co-investment opportunities, as well as the applicable terms on which a co-investment is made, are made in the sole discretion of the Adviser or its affiliates or other participants in the applicable transactions, such as co-sponsors; (iii) co-investment opportunities are typically offered to some and not other investors in the Funds, which may include third-party investors in the Adviser and its affiliates, in the sole discretion of the Adviser and its affiliates and investors may be offered a smaller amount of co-investment opportunities than originally requested, and an investor may be offered fewer co-investment opportunities than other investors in the same Fund or may not be offered one or any co-investment opportunities at all, with the same, larger or smaller capital commitments to such Fund; (iv) certain persons other than investors in the Funds (*e.g.*, third parties), rather than one or more investors in a Fund, may be offered co-investment opportunities, in the sole discretion of the Adviser and its affiliates (v) co-investors may purchase their interests in a portfolio company at the same time as the Funds or may purchase their interests from the applicable Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell down or transfer) or, in certain cases, may purchase their interests in a portfolio company as part of the Fund's partial or full exit from such portfolio company (either directly from the Fund or as part of a recapitalization), and (vi) in certain cases one or more co-investors may sell all or a portion of their interests in a portfolio company before or after a Fund sells all or a portion of its interests in

the same portfolio company, or on different terms from such Fund, or may buy from or sell to a Fund. In addition, in exercising the Adviser's discretion to decide how to allocate investment opportunities among its Funds and related vehicles (including co-investment opportunities), the Adviser may consider some or all of a wide range of factors. In certain circumstances, the Adviser may receive compensation or other benefits from a third party for a co-investment opportunity, and such compensation will not be subject to any management fee offset. Additionally, non-binding acknowledgements of interest in co-investment opportunities are not investment allocation requirements and do not require the Adviser to notify the recipients of such acknowledgements if there is a co-investment opportunity. However, the Adviser from time to time is permitted to agree to give particular investors, a Fund or Funds, or other third parties priority access to co-investment opportunities. The existence of such priority co-investment access rights would affect the Adviser's decision to offer certain opportunities for co-investment and would limit the ability of the Funds or their investors to be offered certain co-investment opportunities. In exercising its discretion to allocate co-investment opportunities with respect to a particular investment among a Fund and potential co-investors, the Adviser may consider some or all of a wide range of factors, which include, but are not limited to, one or more of the following:

- Whether a potential co-investor has expressed to the Adviser an interest in participating in co-investment opportunities;
- The Adviser's evaluation of the size and financial resources of the potential co-investor and the Adviser's perception of the ability of that potential co-investor (in terms of, for example, staffing, expertise and other resources or similar synergies) to efficiently and expeditiously participate in the investment opportunity with the relevant Fund(s) without harming or otherwise prejudicing such Fund(s), in particular when the investment opportunity is time-sensitive in nature, as is typically the case (including, for example, whether the potential co-investor has tax considerations that would require particular structuring implementation or covenants that would not otherwise be required);
- Whether a potential co-investor has a history of participating in opportunities and the Adviser's perception of its past experiences and relationship with the potential co-investor, such as the willingness or ability of the potential co-investor to respond promptly and/or affirmatively to potential investment opportunities previously offered by the Adviser and the expected amount of negotiations required in connection with a potential co-investment commitment;
- The character and nature of the co-investment opportunity (including the potential co-investment amount, structure, geographic location, tax characteristics and relevant industry);
- Actual or expected level of demand for participation in such co-investment opportunity;
- The extent to which a potential co-investor has been provided a greater amount of co-investment opportunities relative to others;
- Whether the potential co-investor has made commitments to a Co-Investment Vehicle set up to invest alongside a Fund;
- Whether the potential co-investor would pay or bear management fees, administrative fees, Carried Interest or other fees or expenses in respect of the co-investment;

- The Adviser's perception of whether the investment opportunity may subject the potential co-investor to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens that make it less likely such potential co-investor would act upon the investment opportunity if offered;
- Whether the Adviser believes, in its sole discretion, that allocating investment opportunities to a potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits (including strategic, sourcing or other similar benefits) to existing or future funds or the Adviser, including making capital commitments to such Funds;
- Whether the potential co-investor agrees to make a commitment to another Fund (including any commitment to a future fund, in connection with the applicable co-investment or in connection with the co-investor's participation in a secondary transfer of interests in a Fund);
- Any interests a potential co-investor has in any competitors of the portfolio company;
- The Adviser's evaluation of whether a particular potential co-investor has provided value in the sourcing, establishing relationships, participating in diligence and/or negotiations for such potential transaction or is expected to provide value to the business or operations of a portfolio company post-closing including operating, monitoring or providing certain expertise and whether the potential co-investor has an existing position in the portfolio company;
- Whether the potential co-investor would require any governance or consent rights that would complicate the transactions (or, alternatively, whether the potential co-investor would be willing to defer to the Adviser and assume a passive role in governing a portfolio company);
- The ability of a potential co-investor to hold an investment for longer periods of time;
- Any confidentiality concerns the Adviser has that may arise in connection with providing the potential co-investor with specific information relating to the investment opportunity in order to permit such potential co-investor to evaluate the investment opportunity; and
- The Adviser's evaluation of whether the profile or characteristics of the potential co-investor may have an impact on the viability or terms of the proposed investment opportunity and the ability of the Funds to take advantage of such opportunity (for example, if the potential co-investor is involved in the same industry as a target company in which a Fund wishes to invest, or if the identity of the potential co-investor, or the jurisdiction in which the potential co-investor is based, may affect the likelihood of a Fund being able to capitalize on a potential investment opportunity).

The factors above are not listed in order of importance or priority and the Adviser is not required to, and may not, consider all of the factors described above in any particular investment and some factors may be more or less important depending upon the nature of the particular investment and attendant circumstances. The Adviser expects that these factors will result in the Adviser favoring certain co-investors over others with respect to the frequency with which the Adviser offers them co-investment opportunities. The Adviser also expects to allocate certain co-investors a greater proportion of an investment opportunity than others as a result of these factors.

Any intra-Fund allocations will be done in accordance with the organizational documents for such entities, and these allocations are generally expected to be made on a pro rata basis.

The Adviser or its affiliates has established dedicated Co-Investment Vehicles for specific investors in order to facilitate investments by the relevant investors as co-investment parties alongside a Fund or Funds, and such Co-Investment Vehicles can have different rights and/or terms than the Funds and/or other co-investors. Such rights can include the right to exit the investment earlier than or after the Fund or Funds it invested alongside. Any such vehicle will be established at the Adviser or its affiliates' sole discretion and the Adviser and its affiliates have no obligation to offer a similar opportunity to any other investor.

If the Adviser determines to offer an investment opportunity to one or more potential co-investors, there can be no assurance that the Adviser will be successful in offering a co-investment opportunity to one or more potential co-investors, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Fund or that expenses incurred by the Fund with respect to the syndication of the co-investment will not be substantial. Further, it is possible that a potential co-investment party may experience financial, legal or regulatory difficulties and may, from time to time, have economic, tax, regulatory, contractual or other business interests or goals that are inconsistent with those of a Fund and as a result, may take a different view from the Adviser as to appropriate strategy for an investment or may be in a position to take a contrary action to a Fund's investment objective. If the Adviser is not successful in offering a co-investment opportunity to one or more potential co-investors, in whole or in part, the Fund may consequently hold a greater concentration and have more exposure in the related investment opportunity and bear more costs and expenses than was initially intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. A Fund will also bear any expenses associated with a co-investment (and its corresponding Co-Investment Vehicle, if any) that is ultimately not syndicated, including costs and expenses associated with marketing and organization of a co-investment. In cases where a proposed transaction is not syndicated by a Fund to one or more prospective co-investors, regardless of whether a Co-Investment Vehicle has been formed, all expenses incurred in making the proposed but not consummated syndication are generally borne, depending on the facts and circumstances, solely by such Fund and other participating Funds (other than Co-Investment Vehicles) that were pursuing such proposed syndication. Moreover, an investment by a Fund which is not syndicated to co-investors as originally anticipated could significantly reduce such Fund's overall investment returns.

In certain circumstances, co-investors may acquire an interest in an investment from the Fund after the Fund has made such investment. With respect to such post-closing sell downs, co-investors typically agree to purchase their interests from a Fund at a purchase price equal to the Fund's cost of such investment. Because syndicated co-investments are typically sold to co-investors at the Fund's cost, the selling Fund is exposed to the risk that the co-investment has increased in value and thus the Fund is receiving less than fair market value in exchange for the investment. This risk is typically mitigated by the fact that co-investments are usually syndicated within a relatively short period of time following acquisition by the Fund. In certain cases, co-investors may agree to other pricing mechanisms, such as fair value. Co-investors also typically agree to bear their pro rata portion of any fees and expenses that the Adviser determines in its sole discretion are related

to such investments (including borrowing costs and any investment expenses). Furthermore, the co-investors generally will not pay interest to the limited partners of the Funds for the time period the investment was held by the Fund prior to syndication to co-investors, even though such interest would otherwise be paid by investors who commit to the Fund following the Fund's first capital call, prior to the final close.

The appropriate allocation between Funds of expenses and fees generated in the course of evaluating and making investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by the Adviser and its affiliates in their good faith discretion based on expected participation in such investment (although, as discussed, prospective co-investors are generally not expected to bear Dead Deal Expenses). Expenses related to consummated investments will generally be allocated by invested capital among a Fund and any other entities participating in such investment. Fund expenses that are not associated with any investment generally are allocated among the Funds in a fair and equitable manner as determined in the Adviser's reasonable discretion and in accordance with any expense sharing agreements.

Certain Funds may sell down an interest in their portfolio companies to co-investors. Subject to the applicable organizational documents, the co-investors generally reimburse the Fund limited partners for subscription facility interest costs incurred during the time period between the closing of the applicable Fund's investment in a portfolio company to the date of the transfer of interests in such portfolio company to the applicable co-investor.

In addition, a potential conflict may arise between limited partners of a Fund in the event that a limited partner requests to transfer its interest in a Fund in a secondary transaction. Subject to any restrictions in the organizational documents of the applicable Fund, or terms negotiated in any side-letter arrangement, the Adviser or applicable general partner may identify certain, but not all, limited partners and/or the Adviser or its affiliates to potentially acquire the interest being transferred.

In addition, to the extent the Adviser has discretion over approving a secondary transfer of interests in a Fund pursuant to such Fund's organizational documents, or is asked to identify potential purchasers in a secondary transfer, the Adviser will do so in its sole discretion, and is permitted to take into account a variety of factors, including but not limited to its own interests including:

- The Adviser's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations;
- The Adviser's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future funds and/or the Adviser and the expected amount of negotiations required in connection with a potential purchaser's investment;
- Whether the potential purchaser would subject the Adviser, the applicable Fund, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens;
- Requirements in such Fund's organizational documents;

- A potential purchaser's investment into another Fund (including any commitment to a future fund or a co-investment); and
- Such other facts as it deems appropriate under the circumstances in exercising such discretion.

Management of the Funds

The Adviser manages a number of Funds that have investment objectives similar to each other. The Adviser expects in the future to sponsor, form or manage one or more additional investment funds with investment objectives substantially similar to, different (and potentially conflicting) from, or overlapping with those of the current Funds, including other managed entities focusing on investments with a different target size, different target return, different asset class, different strategy and/or different liquidity profile, in specific industries and/or in specific geographic regions. Allocation of available investment opportunities between Funds will give rise to conflicts of interest. See "Allocations" above. Certain officers and employees of the Adviser may have differing interests from the Fund with respect to such investments (for example, with respect to the availability and timing of liquidity). The Adviser may give advice, or take actions with respect to, the investments of one or more Funds that may not be given or taken with respect to other Funds with similar investment programs, objectives or strategies. As a result, Funds with similar strategies may not hold the same securities or achieve the same performance. In addition, a Fund may not be able to invest through the same investment vehicles, or have access to similar credit or utilize similar investment strategies as another Fund. These differences may result in variations with respect to price, leverage and associated costs of a particular investment opportunity. In addition, it is expected that employees of the Adviser responsible for managing a particular Fund will have responsibilities with respect to other Funds and funds managed by the Adviser's affiliates, including funds that it expects to establish in the future. Conflicts of interest arise in allocating time, services or functions of these employees among Funds and funds managed by the Adviser's affiliates. See also the Adviser's response to the section entitled "Other Potential Conflicts" below which describes other activities undertaken by employees of the Adviser.

Certain Funds have invested, and expect to in the future invest, in securities of late-stage or growth-stage companies in which other Funds or their affiliates have an ownership interest. In certain circumstances, a Fund could also be restricted in trading in the company's securities to the extent it might otherwise wish to do so, including in cases where the Adviser may hold material non-public information with respect to the company, including through their services to such other funds or accounts.

In addition, the Adviser receives and generates various kinds of portfolio company data and other information, including related to financial, industry, market, business operations, trends, budgets, customers, suppliers, competitors and other metrics some of which is sometimes referred to as "big data." This information may, in certain instances, include material non-public information received or generated in connection with efforts on behalf of one Fund's investment (or prospective investment) in a portfolio company. As a result, the Adviser is better able to anticipate macroeconomic and other trends, financial opportunities, enhance and improve operations of portfolio companies and otherwise develop investment strategies. The Adviser also intends to utilize such data for purposes of identifying new investment opportunities for the Funds. Information from a portfolio company owned by a Fund may enable the Adviser to better

understand a particular industry and develop and execute investment strategies in reliance on that understanding for the Adviser and other Funds that do not own an interest in such portfolio company, without compensation or benefit to such Fund or its portfolio companies. Portfolio companies may incur incremental expenses in collecting and organizing information requested or required to be furnished to the Adviser (which expenses are indirectly borne by the Funds).

The Adviser has in the past and is likely in the future to enter into information sharing and confidentiality arrangements with portfolio companies and other sources of information that may limit the internal distribution and use of such data, including restricting trading in portfolio companies of certain Funds for a period of time. The Adviser has already and is likely in the future in certain instances to use this information in a manner that may provide a material benefit to the Adviser, its affiliates, or to certain other Funds without compensating or otherwise benefitting the Fund or Funds from which such information was obtained. In addition, the Adviser may have an incentive to pursue investments in portfolio companies based on the data and information expected to be received or generated. Furthermore, except for (a) contractual obligations to third parties to maintain confidentiality of certain information, (b) policies, practices and procedures designed to ensure confidentiality of trade secrets and (c) compliance with applicable data privacy laws, laws prohibiting insider trading, anti-competition laws and laws protecting national security interests, the Adviser is generally free to use data and information from a Fund's activities in its sole discretion for the benefit of the Adviser and other Funds. The sharing and use of "big data" and other information present potential conflicts of interest and any benefits received by the Adviser or its personnel will not be subject to the management fee offset provisions or otherwise shared with a Fund or its investors.

Retention of Employees

The Adviser is subject to certain restrictions imposed by third-party investors in the Adviser that may limit the annual compensation that it may pay to its employees. Certain portions of the Carried Interest are also allocated to former personnel who are no longer providing services for the benefit of the Funds and the Adviser, and personnel, including senior personnel, who will cease to provide services for the benefit of the Funds and the Adviser. These restrictions could potentially pose a conflict of interest as they could affect the Adviser's ability to recruit and retain personnel. As a result of certain amounts of Carried Interest being allocated to such personnel, there is less Carried Interest available to incentivize current personnel and to recruit and maintain new personnel than would otherwise be the case in the absence of such arrangements. However, the Adviser does not believe that these restrictions have had any negative impact on its ability to recruit and retain personnel.

Indebtedness of the Adviser

The Adviser may enter into a credit facility secured by certain management fees payable to the Adviser by certain Funds. This credit facility could create certain conflicts of interest for the Adviser. The Adviser could be required, among other things, to maintain minimum levels of revenue and profitability, and failure to do so would result in an event of default under the agreement. These requirements could create an incentive for the Adviser to reduce operating expenses, such as paying lower salaries, reducing numbers of employees (or not replacing

departing employees) or failing to invest in appropriate firm infrastructure such as technology, so as to avoid such events of default. These requirements could also create an additional incentive for the Adviser to hold investments for a longer period of time than the Adviser otherwise would in absence of such requirements in order to charge increased management fees for a longer period of time. Selling investments at a later date could ultimately reduce returns to investors. Furthermore, if the Adviser were no longer entitled to (or did not expect to) receive management fees from certain Funds as a result of a default (or expected default) under the agreement, it could create a conflict of interest for the Adviser because it would have an incentive to allocate time, services or functions to the Funds for which it continues to receive management fees and away from the Funds for which it is no longer receiving management fees.

Follow-on Investments

Investments made by a Fund to finance follow-on acquisitions present conflicts of interest, including determination of the equity component and other terms of any new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Fund in a portfolio company in which another Fund has previously invested. In addition, a Fund may participate in relevering and recapitalization transactions involving a portfolio company in which another Fund has already invested or will invest. Conflicts of interest may arise, including determinations of whether existing investors are being offered liquidity at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

Furthermore, a conflict of interest also arises because a Fund that participates in a follow-on investment in a portfolio company held by another Fund will benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the original Fund and from operational or other information about such portfolio company acquired from the original Fund's ownership of interests in the portfolio company. In such circumstances, such benefitting Fund or Funds will not be required to reimburse the original Fund for expenses incurred in connection with researching such investment. An investment by a Fund in a portfolio company in which another Fund invests at a later stage may be made at a higher or lower valuation than the investment in such portfolio company by such other Fund and an investment by one or more other Funds in any such portfolio company may dilute the original Fund's interest in such portfolio company.

Additionally, the Adviser at times will make a follow-on investment in a portfolio company because such follow-on investment protects the rights and/or investment made by the original investing Fund (or another Fund) or for reputational or strategic reasons, even when such portfolio company's value has decreased since the time of the original investment. In certain circumstances such follow-on is made by a Fund or Funds that did not make the original investment. Such follow-on could also be made in different parts of the capital structure and on different terms than the original investment. As a result, the benefit of the follow-on will, from time to time, benefit and/or accrue to other Funds and/or the Adviser at the expense of the Fund making the follow-on investment. This presents a conflict of interest for the Adviser in determining to make a follow-on investment because one Fund is essentially bolstering the position of another Fund with respect to the portfolio company. This conflict is in many cases mitigated by Fund-level restrictions regarding investing in portfolio companies owned by other Funds.

Related Services

The Adviser and its affiliates will typically perform Related Services for, and in some circumstances receive fees, including Other Fees, from, actual or prospective portfolio companies or other investment vehicles of certain of the Funds. Such fees will be in addition to the management fee and Carried Interest or Performance Allocation paid by such Fund to the Adviser. These fees may create a conflict of interest between the Adviser and the Funds and their investors because the amounts of these fees may be substantial, and the Funds and their investors do not have an interest in these fees. However, the Adviser typically reduces the management fee by a percentage of the amount of such fees received, which percentage varies from Fund to Fund and is set forth in the organizational documents of each Fund and/or disclosed in the offering documents of each Fund. The Adviser determines the amount of these fees for Related Services in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions. Consistent with the Funds' partnership agreements or other organizational documents, the Adviser may also incur expenses, and a majority-owned portfolio company will, and a minority-owned portfolio company may, reimburse the Adviser for such expenses, including without limitation, travel and travel-related expenses, meals and entertainment expenses (including, as applicable, chartered or first class travel, premium accommodations, closing dinners and mementos, cars and meals, social and entertainment events with portfolio company management, customers, clients, borrowers, brokers and service providers), expenses relating to training programs, meetings or other events (whether or not such programs, meetings or events are attended by portfolio company personnel), expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses), indemnification expenses, certain legal expenses (including legal costs associated with reviewing financing documents and agreements, whether on behalf of a portfolio company borrower or a lender) and similar out-of-pocket expenses, as well as consulting fees and other cash and non-cash compensation and expenses, incurred by the Adviser in connection with its performance of services for such portfolio company, and such reimbursements are not subject to the sharing or offset arrangements described above and are permitted to be retained by the Adviser. This creates a conflict of interest between the Adviser and its affiliates and the Funds and their investors because the amounts of these reimbursements may be substantial, and the Funds and their investors generally do not have an interest in these reimbursements. Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by the Adviser, are reimbursed by a Fund and/or its portfolio companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses, which could result in lower returns to investors. In many cases with respect to the implementation of such arrangements, there is not an independent third-party involved on behalf of the relevant portfolio company. Therefore, a conflict of interest may exist in the determination of any such fees and other related terms in the applicable agreement with the portfolio company. Please see "Accelerated Monitoring Fees" below and Item 5 above for additional information regarding Related Service fees.

Diverse Membership

The investors in the Funds include U.S. taxable and tax-exempt entities, and institutions from jurisdictions outside of the United States. Such investors may have conflicting investment, tax and other interests with respect to their investments in a Fund. The conflicting interests among

the investors may relate to or arise from, among other things, the nature of investments made by a Fund, the structuring of the acquisition of investments and the timing of the disposition of investments, as well as the structure of a Fund and its associated parallel funds. As a consequence, conflicts of interest may arise in connection with decisions made by the Adviser, including with respect to the nature or structuring of investments, that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for a Fund, the Adviser will consider the investment and tax objectives of the applicable Fund and the investors as a whole, not the investment, tax or other objectives of any investor individually.

Business with and among Portfolio Companies, Prospective Portfolio Companies, Investors and Prospective Investors

Given the collaborative nature of the Adviser's business and the portfolio companies in which the Funds have invested, there are situations where the Adviser is in the position of recommending the services of a portfolio company or prospective portfolio company to other portfolio companies. The Adviser generally has a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Funds, while the products or services recommended may not necessarily be the best or most economical available to the portfolio companies held by the Funds.

The Adviser may have an incentive to recommend, where applicable, the products or services of certain investors or prospective investors in the Funds or their related businesses to the Funds or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best, or most economical, available to the Funds or the portfolio companies.

Certain portfolio companies may provide services or products to the Adviser, certain Fund investors or prospective investors even though such products or services may not necessarily be the best, or most economical, available to the Adviser or such investors or prospective investors. This creates a conflict of interest, as the Adviser may have an incentive to cause such a portfolio company to favor the Adviser or those investors or prospective investors relative to other portfolio company clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio company's profitability to the Fund. Additionally, the portfolio company could recommend to its clients or customers that they invest in a Fund.

Current and former officers, directors and executives of portfolio companies invest in certain Funds as limited partners, and in certain cases, they will receive better economic terms than other limited partners. While the Adviser believes this aligns portfolio company management teams with the interests of the Funds and their investors, the Adviser may, in certain circumstances, be incentivized to take (or refrain from taking) certain actions with respect to a portfolio company in order to maintain the goodwill with such portfolio company management team investor such that they continue to invest with the Adviser.

In addition, certain portfolio companies and certain affiliates of a Fund could engage in activities that could adversely affect a Fund and/or its portfolio companies, including, for instance, as a result of laws and regulations or certain jurisdictions (such as bankruptcy, environmental, consumer

protection and/or labor or union laws) that may not recognize or permit the segregation of assets and liabilities between separate entities. Such jurisdictions may also allow for recourse against assets that are under common control with, or part of the same economic group as the entity that has incurred the liability. This may result in the assets of a Fund and/or a portfolio company being used to satisfy the obligations or liabilities of another Fund or its portfolio companies, or a fund or portfolio companies of a fund managed by an affiliate of the Adviser.

In certain instances, a Fund's portfolio company competes with, is a customer of, or is a service provider to, another portfolio company of such Fund or another Fund. In addition, certain Funds also may make investments in companies that compete with, are customers of, or are service providers to other portfolio companies of the Funds. The performance and operations of a competitor, customer or service provider to a portfolio company could conflict with, and adversely affect, the performance and operations of another portfolio company or could adversely affect prices, business opportunities or potential acquisition opportunities. In providing advice to a portfolio company's business, the Adviser is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Funds. As a result, a conflict of interest may arise in these instances because advice and recommendations provided by the Adviser to a portfolio company may have adverse consequences for a separate portfolio company. For instance, a portfolio company may seek to expand its market share at the expense of another portfolio company; withdraw business from another portfolio company in favor of another company offering the same product or service at a lower price; increase its own prices; purchase assets from, or sell assets to, another portfolio company; commence litigation against another portfolio company; or prevent one portfolio company from commencing litigation against another portfolio company.

From time to time a Fund's portfolio companies will be counterparties or participants in agreements, transactions or other arrangements with other portfolio companies of such Fund or other Funds. These agreements, transactions and other arrangements will involve payment of fees and other amounts, none of which will result in any offset to the management fee. Such agreements, transactions and other arrangements will generally be entered into without the consent or direct involvement of the Funds and/or the Adviser or the consent of any advisory committee.

In addition, it is possible that portfolio companies could transact with one another, including portfolio companies of different Funds, and a Fund could transact with a portfolio company owned by another Fund, including purchasing an asset from, or selling an asset to, a portfolio company or Fund. This creates a conflict of interest as the interests of the purchasing or selling Fund (or portfolio company thereof) differ from those of the counterparty portfolio company or Fund. The Adviser and its affiliates have in the past and may, from time to time, hire part-time or full-time employees (including interns) who are associated with an investor, portfolio company or service provider. In addition, the Adviser and its affiliates have in the past and may, from time to time, second personnel who are associated with an investor, portfolio company or service provider. Although the Adviser uses reasonable care to mitigate any potential conflicts of interest with respect to each particular situation, there is no guarantee the Adviser can control all such conflicts of interest and there may be a continuing appearance of a conflict of interest (including, for instance, preferential hiring practices).

While less common, from time to time, a Fund could hold an investment in a different layer of the capital structure of a portfolio company than an investor or another party with which the Adviser has a material relationship in which case the Adviser could have an incentive to cause the Fund or the portfolio company to offer more favorable terms to such parties (including, for instance, financing arrangements) than it would absent such relationship, which could ultimately lower returns to investors in the Fund.

Positions with Portfolio Companies

Personnel of the Adviser serve as directors of, or observers on, boards of portfolio companies of the Funds and in certain cases with respect to companies that are not investments of the Funds. While conflicts of interest may arise in the event that an individual's fiduciary duties as a director conflict with those of the Fund, it is expected that interests will generally be aligned. However, such positions could impair the ability of a Fund to buy the securities of an issuer, or to buy or sell the securities at an opportune time in the event a director is in possession of material nonpublic information by virtue of his or her role on the board, which would have an adverse effect on the Fund. Furthermore, personnel of the Adviser serving as a director to a portfolio company owe a fiduciary duty to the portfolio company, on the one hand, and the relevant Fund, on the other hand, and such personnel of the Adviser may be in a position where he or she must make a decision that is either not in the best interest of the Fund, or is not in the best interest of such portfolio company or another portfolio company of a Fund. Personnel of the Adviser serving as directors may make, or fail to make, decisions for a portfolio company that negatively impact returns received by a Fund investing in the portfolio company. In addition, to the extent an employee serves as a director on the board of more than one portfolio company, such employee's fiduciary duties between the two portfolio companies may create a conflict of interest. A director's decision may subject the Adviser, its affiliates or a Fund to claims they would not otherwise be subject to as an investor, including claims of breach of the duty of loyalty, securities law claims, antitrust claims and other director-related claims. In general, the Funds will indemnify the Adviser, its principals, employees and other personnel, including Consultants, from such claims. Employees of the Adviser serving in a director or observer role with respect to a portfolio company of a Fund are required to remit any remuneration they may receive as directors to the applicable Funds and/or such amounts reduce management fees. In addition, employees of the Adviser have in the past left, and may in the future leave the employment of the Adviser or its affiliates and become an officer, employee, or consultant of a portfolio company, which shifts the burden of compensating such persons from the Adviser to the applicable portfolio companies, and any amounts received by such persons as an employee or other service provider of the portfolio company will not reduce the management fee but will be borne by the portfolio company and therefore indirectly by the applicable Fund or Funds. Further, such former employees of the Adviser could, in certain cases become senior advisors or operating partners (including concurrently with being an officer, employee or consultant of a portfolio company) or at some point in the future return to the Adviser as full-time employees. Employees of the Adviser are prohibited from receiving consulting, management or other fees personally from portfolio companies while they are employed by the Adviser.

From time to time personnel of the Adviser may 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 and/or following the termination of such employee's employment or other relationship with the Adviser. In such circumstances, any compensation or fees received with respect to such exited investment

and/or by such former employee are not subject to the management fee offset described above, or otherwise shared with the Funds and/or investors.

In addition, the Adviser or its employees or former employees, or Consultants may continue to receive other fees or benefits from a portfolio company after a Fund has fully exited its ownership interest (for instance, in respect of consulting arrangements or discounts). In such circumstances, any fees or benefits received with respect to such exited investment are not subject to the management fee offset described above, or otherwise shared with the Funds and/or investors. If such other fees or benefits are paid prior to the date of such Fund's investment in a portfolio company, they will not be subject to the management fee offset described above.

In connection with co-investment opportunities, some co-investors (which may include one or more investors in the Funds) could be provided with the opportunity to serve on the boards of directors or boards of advisors of the applicable portfolio company. Positions on boards of directors or boards of advisors of such portfolio companies provide such co-investors with voting rights, access to information and the ability to potentially influence the operations and decision-making of the portfolio company that are not available to other investors in the Funds. In certain cases, co-investors could have contractual rights that require the approval of the co-investors for certain major actions relating to the applicable portfolio company.

Platform Investments

A Fund may create a platform for acquiring companies in a particular industry for the purpose of creating synergies across, and adding value to, such companies (e.g., merging companies together to create economies of scale or running certain companies in a coordinated manner). In such instances, a holding company ("Holding Company") would be created that would acquire and manage the companies in the platform. The investments in a Holding Company may be managed together (including, for example, the use of common service providers), combined and/or otherwise sold together as part of a single transaction or a series of related transactions. A Holding Company would be staffed with personnel responsible for sourcing, acquiring and managing companies for a Holding Company. In certain circumstances, such Holding Company employees may include former employees of the Adviser, or current or former Consultants to the Adviser and its affiliates. All of a Holding Company's costs and expenses, initial or ongoing and for any purposes, including compensation for its personnel (which compensation may include, among other things, salary, benefits, retainers and the granting of profit participation in certain investments of the Holding Company and/or a capital interest in such investments or the underlying assets), overhead expenses (including, without limitation, rent, property taxes and utilities allocable to the workspaces) and all expenses related to the sourcing would be borne by the Holding Company (and, therefore, indirectly borne by a Fund). Such costs and expenses will not be subject to a management fee offset and are in addition to management fees and other compensation (e.g., Carried Interest distributions) received by the Adviser. In addition, as the Adviser earns management fees and Carried Interest distributions from a Fund, the Adviser will benefit from the assets, income and gains of Holding Company.

In addition, from time to time, the Adviser could recruit a management team to pursue a new "platform" opportunity expected to lead to the formation of a future portfolio company, or to undertake a "build-up strategy" to acquire and develop assets in a particular sector or involving a

particular strategy. In other instances, a new platform could be formed to recruit an existing or newly formed management team to build such platform through acquisitions and organic growth. In certain circumstances, such platform employees may include former employees of the Adviser, or current or former Consultants to the Adviser and its affiliates. The structure of each platform and the engagement of personnel will vary, including whether a management team's services are exclusive to the platform and whether the members of the management team are employed directly by the platform or indirectly through a separate management company established to manage such platform. Platform structures may change during the investments' hold period, for instance, in connection with restructurings or dispositions. The management team of a platform investment may provide services with respect to other platform investments of more than one Fund, or provide the same or similar services for unaffiliated parties. The services provided by the platform management team could be similar to, and in some cases overlap with, the services provided by the Adviser to the Funds. The Fund will bear the expenses of the management team or portfolio company, as the case may be, including any sourcing costs and management costs, overhead expenses, management or other fees, employee compensation (including cash compensation and profits-interest), diligence expenses or other related expenses in connection with backing the management team or the build out of the platform company. Such expenses may be borne directly by the applicable Fund as Fund expenses or indirectly as the Fund bears the start-up and ongoing expenses of the newly formed platform portfolio company. Such costs and expenses will not offset any management fees and are in addition to any management fees and other compensation (e.g., Carried Interest) received by the Adviser.

Side Letter Agreements; Advisory Committee Rights

The Adviser enters into side letter arrangements with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to (i) different or preferential fee and carry structures, (ii) other preferential economic rights, information and reporting rights, (iii) excuse or exclusion rights, (iv) waiver of certain confidentiality provisions, (v) co-investment rights, (vi) withdrawal, liquidity or transfer rights, (vii) certain rights or terms necessary in light of particular legal, tax, regulatory or policy requirements of a particular investor, (viii) additional obligations and restrictions with respect to structuring particular investments in light of the legal, tax and regulatory considerations applicable to a particular investor, (ix) rights to make future investments in such Fund or other Funds, and (x) veto rights, in each case, to the extent permitted by applicable law. However, in general, the organizational documents and side letter agreements for the Funds contain a most favored nations provision which allows investors or certain groups of investors, subject to the limitations set forth therein, the right to elect to obtain such rights, where applicable. Further, a general partner or the Adviser may determine in its sole discretion to bear certain costs and other obligations specific to a limited partner based upon the circumstances of such limited partner's investment in a Fund, including the costs and other obligations related to vehicles formed to facilitate such limited partner's participation in a Fund. Investors will have no recourse against a Fund or any of its affiliates in the event that certain investors receive additional or different rights or terms as a result of such side letters, to the extent permitted by applicable law. In addition, side letter arrangements with certain investors of the Funds impose additional restrictions on investing in certain types of assets, issuers, geographies or industries in order to meet certain legal, tax, regulatory, internal policy or other requirements of such investors. While these restrictions are intended to apply solely to such investors, they may ultimately restrict the investments made by an applicable Fund or increase the amount of capital

required of other limited partners to fund certain investments. This could result in some investors being over-exposed to investments from which they were not excluded, and being under exposed to certain other investments, on a relative basis from the exposure they would have had absent such exclusions. Also, as a result of being excluded from certain investments, excluded investors will be over-exposed on a relative basis to investments from which they are not excluded. The consequence for all investors is that such exclusions could negatively impact their individual performance in a Fund, and could materially alter the risk profile of an investor's investment in a Fund.

Many of the Funds have established advisory committees. Certain Funds' advisory committees consist of representatives of investors, and certain other Funds' advisory committees consist of third party representatives not affiliated with the applicable general partner who may or may not be the limited partners of such Funds. Certain members of a Flagship Fund's advisory committee are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in a Fund. A conflict of interest exists given that some, but not all limited partners are permitted to designate a member to the advisory committee. Such limited partners who designate members to serve on a Fund's advisory committee benefit from the receipt of preferential information and the ability to approve certain decisions of the general partner with respect to the Fund. Such decisions include the ability to approve conflicts of interests with respect to the Adviser and the applicable Fund, which could be disadvantageous to certain investors, including those investors who do not designate a member to the advisory committee. Members of the advisory committee may have various business and other relationships with the Adviser and its partners, employees and affiliates, including financing arrangements with and ownership interests in the Adviser and the general partners of certain Funds. These relationships may influence the decisions made by such members of the advisory committee. Certain members of a Fund's limited partner advisory committee in certain Funds do and are expected in the future to have direct and indirect ownership interests in the Adviser and the general partners of certain Funds, and other advisory committee members may have other business interests that conflict with those of the Funds. As a result of their interests in the Adviser and such general partners of such Funds or as a result of other conflicting business interests, such advisory committee members have potential conflicts of interest when exercising their rights as advisory committee members or as limited partners (including, in each case, due to the cross-fund nature of certain Fund investments) and there is no guarantee that such rights will be exercised in the interests of other investors in the applicable Fund.

In addition, members of one Fund's advisory committee may also be members of another Fund's advisory committee or have an interest as a co-investor in a company that is the subject of an advisory committee vote. In such instances, a conflict of interest exists because the Funds on which such overlapping advisory committee members serve may have conflicting interests and such advisory committee members may be requested to provide their consent with respect to such conflicts of interest and will not recuse themselves from any such vote. Such members who serve on more than one advisory committee also receive more information about a Fund or the Adviser than investors who serve on one or no advisory committees.

Although a Fund's advisory committee is intended to act as the representative of the limited partners, the interests of the members of the advisory committee may not be aligned with the interests of other investors as a result of conflicting business interests. Furthermore, the advisory committee cannot be expected to be expert in equity investing in media, communications,

education and technology industries, and certain of its determinations may, in fact, adversely affect the performance of a Fund.

Advisory Affiliates

Providence has an affiliated investment adviser as noted in Item 10 above. Merganser Capital Management, LLC focuses primarily on different investment strategies than Providence, and is an investment adviser that is registered with the SEC. However, clients of Providence and Merganser Capital Management, LLC may invest in the same portfolio companies, including in the same security or in different securities of such portfolio company. In the ordinary course of conducting its activities, interests of Providence's clients may therefore conflict with the interests of the clients of Merganser Capital Management, LLC. Please see the Adviser's response in the sections entitled "Conflicts Related to Purchases and Sales" and "Allocations" above for more information.

Conflicts Relating to the General Partner and the Adviser

Each general partner of a Fund is a related person of the Adviser. The Adviser generally may, in its discretion, contract with any related person of the Adviser (including but not limited to a portfolio company of a Fund) to perform services for the Adviser in connection with its provision of services to the Funds. When engaging a related person to provide such services, the Adviser may have an incentive to recommend the related person even if another person may be more qualified to provide the applicable services and/or can provide such services at a lesser cost.

The Adviser generally may, in its discretion, contract directly with, or recommend to a Fund or to a portfolio company thereof (in response to a solicitation for a recommendation or otherwise) that it contract for services with (i) a related person of the Adviser (including but not limited to a portfolio company of a Fund) or (ii) an entity with which the Adviser or its affiliates or a member of their personnel has a relationship or from which the Adviser or its affiliates or a member of their personnel otherwise derives financial or other benefit. When making such a recommendation, the Adviser may, because of its financial or other business interest, have an incentive to recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Adviser personnel and other related persons of the Adviser, its affiliates and Consultants have made and may make capital investments in portfolio companies or alongside certain Funds. These investments may be at different times or in non-pro rata amounts, or in different classes or levels of the capital structure. Such persons therefore have additional conflicting interests in connection with these investments.

From time to time, Adviser personnel invest in funds or other entities managed by limited partners of a Fund, which could incentivize such Adviser personnel to afford the limited partner preferential or favored treatment, such as, for example, increased access to co-investment opportunities, and could create conflicts of interest to the extent such other funds or entities compete with a Fund or portfolio company for investment opportunities or invest in competing portfolio companies.

In addition, Adviser personnel invest indirectly in and may be permitted to invest directly in Funds and therefore participate indirectly in investments made by the Funds in which they invest. Such interests will vary Fund by Fund and may create an incentive to allocate particularly attractive

investment opportunities to the Fund in which such personnel hold a greater interest. The existence of these varying circumstances presents conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Fund. For example, additional conflicts could arise to the extent the Adviser and/or its affiliates, or Adviser personnel are presented with an opportunity for a Fund to provide debt financing to a portfolio company owned by another Fund for which the Adviser and/or its affiliates or personnel hold an outsized economic position. In such cases, the Adviser could be incentivized to manage such arrangements in a manner that would enhance the returns of the Funds in which the Adviser and/or its related parties hold a substantial portion of the equity, even to the detriment of other Funds.

The Adviser, its affiliates, and Adviser personnel may buy or sell securities or other instruments that the Adviser has recommended to Funds. Subject to certain limitations set forth in a Fund's governing documents, the Adviser, its affiliates, and officers, principals and employees of the Adviser and its affiliates also may buy securities in transactions offered to but rejected by Funds. A conflict of interest may arise because such investing Adviser personnel will, for some investments, benefit from the evaluation, investigation, and due diligence undertaken by the Adviser on behalf of the Fund. In such circumstances, the investing Adviser personnel generally will not share or reimburse the relevant Fund(s) and/or the Adviser for any expenses incurred in connection with the investment opportunity.

In addition, certain Adviser personnel buy securities and hold interests as passive investors in other types of investment vehicles (including private equity funds, venture capital funds, hedge funds, real estate funds and other similar investment vehicles) which may include potential competitors of the Funds and/or which may invest in similar industries and sectors (including service providers to such industries and sectors) as the Funds (including investments for purposes of sourcing future investment opportunities). Such Adviser personnel have a conflict of interest with respect to their personal investment holdings. There could be situations in which such investment vehicles invest in the same portfolio companies as the Funds, and there may be situations in which such investment vehicle purchases securities from, or sells securities to, a Fund. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Funds. In the event Adviser personnel make an investment with the intent to source future investments for the Funds, there is a greater likelihood that the Funds will make investments in the same portfolio companies in which Adviser personnel hold an interest as described above. Such personnel may be incentivized to cause a Fund to act in a manner that benefits such other investment vehicles and indirectly, themselves as investors in such investment vehicles.

There could also be certain situations where such employees and principals glean investment ideas from such vehicles and establish relationships with investment advisers to such vehicles that may be used to benefit a Fund. Such employees and principals may have a conflict of interest with respect to their activities conducted on behalf of the Adviser, including to the extent that they are afforded benefits with respect to such personal investments, such as reduced fees and/or carried interest or other preferential treatment as enticement for or to build goodwill with the Adviser. Notwithstanding the foregoing, the Adviser and its employees and principals are under no obligation to use information or relationships they gain as a result of such investments for the benefit of a Fund and in certain cases may be contractually prohibited from doing so.

Additionally, certain employees of the Adviser have family members that are actively involved in industries and sectors in which the Funds invest or have business, personal, financial or other relationships with companies in such industries and sectors (including service providers described below) or other industries, which gives rise to conflicts of interest. For example, such family members might be officers, directors, personnel or owners of companies which are actual or potential investments of the Funds or other counterparties of the Funds and the portfolio companies. Moreover, in certain instances, the Funds or the portfolio companies may purchase or sell companies or assets from or to, or otherwise transact with companies that are owned by such family members or in respect of which such family members have other involvement. The fees for services provided by service providers or other counterparties associated with such family members may or may not be at the same rate charged by other third party service providers and the Adviser is not required to select service providers who may have lower rates (or to engage in any benchmarking of such fees). In most such circumstances, the Funds' organizational documents will not preclude the Funds from undertaking any of these investment activities or transactions in such industries or sectors.

Additionally, former Adviser employees may become employees, officers or directors of, or otherwise be engaged by, third-party service providers that provide services to the Adviser, the Funds and/or portfolio companies. While employed by the Adviser, the cost of the compensation, benefits and attributable overhead provided to these individuals are paid by the Adviser. When a former Adviser employee becomes an employee or consultant of a third party that also provides services to a Fund, such former Adviser employee may be assigned by such third party to provide services to that account. In such instance, the cost of the third-party service provider attributable to the former Adviser employee working on such Fund is borne entirely by such Fund and no such amounts will reduce the management fee paid or the Carried Interest distributed by such Fund on the basis that such person used to be a former Adviser employee.

Because certain expenses are borne by a Fund and/or its portfolio companies or, if incurred by the Adviser, are reimbursed by a Fund and/or its portfolio companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

The general partner of a Fund may, in its discretion, under certain circumstances elect to increase its commitment to such Fund prior to the final close of the Fund without the consent of the limited partners. Any increased commitment by the general partner will dilute the interests of the limited partners. Although the general partner will pay interest in respect of prior capital contributions in the same manner as is paid by the limited partners, the general partner has information about the Fund's investments, including regarding their valuation and performance expectations, which the limited partners do not have and that information may inform its decision whether to increase its capital commitment. Therefore, the general partner has a conflict of interest in deciding to increase its subscription because a decision to increase its subscription may result in the general partner receiving value that would have otherwise benefitted limited partners.

Operating Partners, Consultants, Senior Advisors and Other Service Providers

Certain services required by a Fund (including some services historically provided by the Adviser or its affiliates to the Funds) may, for certain reasons including efficiency and economic

considerations be outsourced in whole or in part to (1) third parties or (2) licensed software, in each case in the discretion of the Adviser or its affiliates. The Adviser and its affiliates have an incentive to outsource such services at the expense of the Funds to, among other things, leverage the use of Adviser personnel. Such services may include, without limitation, deal sourcing, asset management, information technology, data processing, client relations, administration, investor reporting, marketing and marketing-reviews, accounting, valuation, trading, legal, client services, compliance, corporate secretarial and tax support, senior executive services, director services and other similar services. Outsourcing may not occur universally for all Funds and accordingly, certain costs may be incurred by a Fund for a third-party service provider that are not incurred for comparable services by other Funds. In the event a service provider is paid an annual retainer, the value provided to the relevant Fund and/or portfolio company by such service provider may vary year to year and there can be no assurance that the annual retainer paid will be commensurate with the value provided by the service provider. The decision by the Adviser to initially perform a service for a Fund in-house does not preclude a later decision to outsource such services (or any additional services) in whole or in part to a third-party service provider in the future and the Adviser may have no obligation to inform such Funds or investors of such a change. Such services may also supplement or be performed alongside services performed by the Adviser. In addition, certain internal service providers (such as internal accountants) may “shadow” or otherwise review the reports of other services provided by such third parties. The costs and expenses of any such third-party service providers will be borne by the relevant Funds.

In addition to the full-time investment professionals of the Adviser, the Adviser and its affiliates also from time to time engage or arrange for the engagement and retention by a Fund or a portfolio company of Consultants who are not current employees or affiliates of the Adviser (but they may be former employees or affiliates of the Adviser, PSG or their respective affiliates). The Consultants assist with identifying and evaluating new transactions, serving as executives or board members of portfolio companies, providing strategic insights related to portfolio company or portfolio management matters, financial and structuring advice, investor relations services and performing other services for the Adviser, the Funds or the portfolio companies. While Consultants may be referred to as “Operating Partners” or “Senior Advisors” they are not employees (but they may be former employees) of the Adviser or any of its affiliates, but rather consultants engaged by the Adviser or by or on behalf of a Fund or a portfolio company of a Fund. Such Consultants may provide services exclusively to the Adviser and the Funds. In certain cases a Consultant may be a former employee of the Adviser but may remain a member of one or more general partners of the Funds.

The compensation (including, without limitation, salary and bonuses) of such Consultants is generally apportioned among the applicable Funds and/or the portfolio company (or companies) with respect to which such Consultant provides services, has provided or is expected to provide services; however in certain circumstances, the compensation of such Consultants is borne partially or fully by the Adviser. Such compensation may be linked to the performance of the applicable portfolio investment, portfolio company or a Fund’s investments therein. A Fund’s share, if any, of any retainers, success fees, salaries, bonuses or other fees charged by Consultants (“Consultant Fees”) will be treated as a Fund expense borne by the Fund (whether paid by the Fund directly or by the Adviser or its affiliates and subsequently reimbursed by the Fund). While the Adviser believes such Consultant Fees are reasonable for the relevant services provided, Consultant Fees may not always be comparable to costs, fees and expenses charged by other third

parties. In addition to such fees, a Fund or the applicable portfolio company will also generally bear any travel costs or other out-of-pocket expenses incurred by the Consultants in connection with the provision of their services. Office, accounting, network, administration and other support benefits may be provided by the Adviser to the Consultants without charge to a Fund or the applicable portfolio company. If a service provider provides services to a Fund on the property of the Adviser, such Fund may also be responsible for any overhead, rent or other fees, costs and expenses charged by the Adviser in connection with an on-site arrangement. Consultants may be granted the right to participate alongside a Fund in transactions for which they provide advice. Such co-investment rights may result in the Fund investing less capital than it otherwise would have in such transactions. In addition, such Consultants may invest directly in a Fund as limited partners, however they may receive different economic terms than other limited partners.

Consultants may also serve on the boards of portfolio companies or as employees or consultants of portfolio companies in an operations capacity. Any directors' fees, salaries, Consultant Fees, other cash compensation, stock options or other compensation received by a Consultant in such capacities will be borne by the portfolio companies and indirectly by a Fund, will not be deemed paid to or received by the Adviser or its affiliates and therefore will not result in an offset to the management fee payable by a Fund.

While conflicts of interest may arise in the event that a Consultant's fiduciary duties as a director conflict with those of a Fund, it is expected that the interests will be generally aligned. In addition, to the extent a Consultant serves as a director on the board of more than one portfolio company, such Consultant's fiduciary duties between the two portfolio companies may create a conflict of interest.

Decisions made by a Consultant may subject a Fund to claims it would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, a Fund will indemnify the Adviser and its partners, principals and employees from such claims.

In addition, Consultants of the Adviser serving as directors may make decisions for a portfolio company that negatively impact returns received by the Fund investing in the portfolio company.

The Adviser and its personnel have in the past and may, from time to time in the future, receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of a Fund, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Fund expenses may result in "miles" or "points," rebates, or credit in loyalty/status programs to the Adviser and/or its personnel, and such benefits, rewards and/or amounts (whether or not de minimis or difficult to value), will exclusively benefit the Adviser and/or such personnel even though the cost of the underlying service is being borne by the Funds, its investors and/or the portfolio companies. Any such benefits, rewards and/or amounts will not be subject to the offset arrangements described above or otherwise shared with such Fund, its investors and/or the portfolio companies. In addition, airline travel incurred as a Fund expense for an Adviser personnel traveling for appropriate Fund-related purposes (including, without limitation, travel related to a portfolio company, a prospective portfolio company or other Fund-related matter) may benefit such Adviser personnel.

Additionally, former employees of the Adviser have become and may also become employees, officers, owners or directors of, or otherwise be engaged by, third-party service providers that provide services to the Adviser, the Funds and/or portfolio companies. While employed by the Adviser, the cost of the compensation, benefits and attributable overhead provided to these individuals are typically borne entirely by the Adviser. If a former Adviser employee becomes an employee, owner or consultant of a third party that also provides services to such Fund, such former Management Company employee may be assigned by such third party to provide services to the Fund. The cost of such service provider is borne entirely by the Fund and no such amounts will reduce the management fee paid or the carried interest distributed by the Fund on the basis that such person is a former employee of the Adviser.

The Adviser has engaged, and may engage from time to time, an external service provider to provide, among other functions, administrative, record keeping and other services to certain Funds. This service provider receives customary fees and reimbursement of expenses that are borne by such Funds and indirectly the limited partners. The Adviser has a conflict of interest in engaging a third party service provider because such services were otherwise provided by and at the cost of the Adviser. Furthermore, certain employees of the service provider were previously employees of the Adviser.

The Adviser and/or its affiliates may engage in business with certain service providers, including for example, investment bankers, outside legal counsel and pension consultants, who are investors in Funds and/or who provide services (including mezzanine and/or lending arrangements) to the Adviser, the Funds, the portfolio companies and/or businesses that are competitors of the Adviser. Such engagement may be concurrent with an investor's admission to a Fund, or during the term of such investor's investment in the Fund. This creates a conflict of interest, as the Adviser may give such investor preferred economics, enhanced information or other terms with respect to its investment in a Fund or may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor absent the service provider relationship. The Adviser will have a conflict of interest with the Funds in recommending the retention or continuation of a service provider to the Funds or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Funds or will provide the Adviser information about markets and industries in which the Adviser operates or is interested or will provide other services that are beneficial to the Adviser and/or will provide financial sponsorship of events held by the Adviser (such as transaction closing dinners or outings, or informational summits or training events for the Adviser or portfolio company personnel). There is a possibility that the Adviser, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. The Adviser, a general partner or portfolio company of a Fund may from time to time utilize the services of investors and their affiliates, as it deems appropriate.

In certain circumstances where the Adviser commits or has committed to seek "market" or "arm's-length" rates or terms, the Adviser will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. The Adviser reserves the right to deem third-party involvement in a transaction to be verification that the transaction was entered into at a value that is "arm's-length." Consequently, the Adviser undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking ultimately will be accurate, comparable, or relate specifically to the assets,

services, geographies, or comparable markets to which such rates or terms relate. Where such rates or terms include hourly components, the Adviser reserves the right to rely on approximations or estimates of time for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest. Whether or not the Adviser has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. To the extent the Funds engage in a long-term or recurring contract with an Adviser affiliated service provider, the Adviser may not seek to benchmark or otherwise renegotiate the original fee arrangement for a significant period of time.

Conflicts Related to Fee Structure

Because for the PE Funds the management fee may be payable through the liquidation of a Fund and there is a fixed investment period after which capital from limited partners may only be drawn down in certain limited circumstances and the Adviser's management fee is based upon the capital invested by the Funds, this timing may create an incentive to defer the realization of investments and/or deploy capital when the Adviser would not otherwise have done so.

The fact that the Carried Interest or Performance Allocations received by the Adviser from a Fund is based on the performance of such Fund or the unrealized appreciation of a Fund's assets also creates an incentive for the Adviser to cause such Funds to make investments that are more speculative than would be the case in the absence of performance-based compensation. However, this incentive may be tempered somewhat by the fact that losses will reduce a Fund's performance and thus may reduce or eliminate the Adviser's receipt of Carried Interest or a Performance Allocation. In addition, the method of calculating Carried Interest or Performance Allocations may result in conflicts of interest between the Adviser and its affiliates, on the one hand, and the investors, on the other hand, with respect to the management and disposition of investments, including the timing and sequence of such dispositions. Further, the manner in which management fees are charged may create an incentive for the Adviser to favor holding investments for long periods of time in order to increase the amount of management fee it is entitled to receive.

The partners of the general partner are also subject to special U.S. federal income tax rules to which limited partners are not subject. Such rules generally require a Fund to hold investments for more than three years for Carried Interest recipients to be entitled to preferential long-term capital gains rates and contain complex rules regarding when a general partner's capital interest in a Fund is subject to these rules. As a result of the foregoing, the general partner may be incentivized to operate a Fund, including to hold and/or sell investments, in a manner that maximizes or accelerates its entitlement to Carried Interest or takes into account the tax treatment of its Carried Interest (including to hold investments longer or otherwise structure dispositions to provide long-term capital gains treatment for carried interest recipients, including by operating a Fund in a manner intended to comply with any new requirements under future legislation for any of the carried interest to be entitled to preferential capital gain treatment). Further, certain general partners have the ability to defer Carried Interest (for various reasons, including managing to avoid a potential clawback). Such deferral may result in a different mix of taxable income being recognized by the limited partners and the general partner than if no such deferral had occurred which may be adverse to particular limited partners. In the case of an investment by a parallel fund through a "blocker" structure, limited partners of the parallel fund may avoid U.S. federal

income tax from a sale of the blocker. When such investment has been held by a Fund for three years or less, such Fund's general partner may be incentivized to structure the sale as an asset sale (including for the portion of such investment held through a blocker, which may result in taxable gain being realized by the blocker).

Certain portions of the Carried Interest in respect of the Funds are allocated to third-party investors in the Adviser and its affiliates. Certain portions of the Carried Interest are also allocated to former personnel who are no longer providing services for the benefit of a Fund and the Adviser such that there is less Carried Interest available to incentivize current personnel and to recruit and retain new personnel than would otherwise be the case in the absence of such arrangements. Given that these arrangements inherently shrink the overall Carried Interest pool available, they could affect the Adviser's ability to recruit and retain personnel. However, the Adviser does not believe that these arrangements have had any negative impact on its ability to recruit and retain personnel in the past and does not currently anticipate any future impact.

Fund Level Borrowing

The PE Funds from time to time borrow funds or enter into other financing arrangements for various reasons, including to pay fund expenses, to settle liabilities, to pay management fees, to pay organizational expenses, to make payments under or secure hedging transactions, to cover any shortfall resulting from an investor's default or exclusion or to fund capital contributions at the closing of a new or follow-on investment. The PE Funds may also use fund facilities to issue letters of credit in support of a transaction or portfolio company. If a PE Fund borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would be used for all limited partners in such Fund on a pro-rata basis, including the general partner. The PE funds will also utilize subscription facilities to benefit co-investment parties. For example, a PE Fund will borrow to fund a co-investor's pro rata share of an investment or expense related to an investment. While the Adviser expects that all parties participating in an investment (including the general partner and any co-investor) will bear their pro rata share of the interest expenses but not necessarily origination, negotiation and other costs allocable to the extension of credit, the Fund will bear a disproportionate amount of the credit risk in incurring the debt on behalf of the other parties.

While the Providence Public Fund does not typically borrow to increase the amount of capital available for investments, the Providence Public Fund may borrow on a short-term basis for cash management purposes. In addition, credit facilities for certain Funds are available to provide borrowed funds directly to the portfolio companies of such Funds, in which case such borrowed funds would only be guaranteed by such Funds. In such instances, the Funds would bear all of the liability for the borrowed funds in the event of a default by a portfolio company. To the extent a certain Fund becomes unable to borrow, or loses a line of credit, such inability to borrow could adversely impact such Fund's operations to the extent such Fund needs to access borrowed funds.

Borrowings by a PE Fund are, in most cases, secured by unfunded capital commitments made by investors to such Fund as well as in certain cases by such Fund's assets, and the documentation relating to such borrowings provides that during the continuance of a default under such borrowings, the interests of the investors may be subordinated to such Fund-level borrowing. Moreover, tax-exempt investors should note that the use of leverage by a Fund may cause the realization of "unrelated business taxable income."

To the extent a PE Fund uses borrowed funds in advance or in lieu of capital contributions or a portfolio company borrows funds directly through such Fund facility, such Fund's investors generally make correspondingly later capital contributions, but the Fund will bear the interest on such borrowed funds. As a result, a PE Fund's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and may make net IRR and net MoM calculations higher than they otherwise would be without fund-level borrowing, as these calculations generally depend on the amount and timing of capital contributions as well as the level of the organizational structure at which such borrowed funds are borrowed or deployed. Interest has in the past and may in the future accrue on any such outstanding borrowings at a lower rate than any preferred return, which such preferred return will begin to accumulate when capital contributions to fund an investment, or to repay borrowings used to fund an investment, are actually made to the relevant Fund. Thus, while the Fund will bear the expense of borrowed funds, to the extent that interest accrues at a lower rate than any preferred return, such borrowings can also increase the Carried Interest received by the Fund's general partner or will result in the Fund's general partner receiving Carried Interest earlier than it would otherwise have by decreasing the amount of distributions from the Fund that are required to be made to Fund investors in satisfaction of any preferred return. A general partner therefore has a conflict of interest in deciding whether to borrow funds because the general partner may receive disproportionate benefits from such borrowings. Furthermore, in certain Funds, the use of Fund-level borrowing for investment purposes is treated as invested capital for purposes of calculating the relevant Fund's management fee at certain times during a Fund's life cycle. Therefore, investors pay management fees on borrowed amounts used to fund an investment even though such amounts would not accrue a preferred return as described above.

The use of Fund-level borrowings will differ based on available credit facility capacity, contractual terms and other specific circumstances applicable to each Fund and each such credit facility. Therefore, as the subscription credit facilities utilized by the Funds may have different terms, while certain Funds may be invested in the same investment, and while the valuation of such investment would be consistently determined pursuant to the relevant organizational documents.

To the extent a subscription facility is due upon demand by a lender, such a demand may be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of such liquidity constraints and/or investors facing similar capital calls in multiple funds and being unable to satisfy all such demands simultaneously. The batching of capital calls may amplify the magnitude of potential defaults by investors as a result of there being fewer but larger capital calls. Moreover, the existence of a subscription facility may impair an investor's ability to transfer its interest in a Fund as a result of restrictions imposed on such transfers by the lender.

Accelerated Monitoring Fees

While generally limited to instances where a Fund invests in a portfolio company alongside another sponsor who has a management agreement with such portfolio company providing for the acceleration of certain fees and the general partner of such Fund determines in its good faith discretion that the Fund's limited partners would benefit from such Fund's participation thereof, there may be certain circumstances (such as the occurrence of an initial public offering or strategic

exit) which may accelerate the payment of fees under the management agreement with a portfolio company. To the extent any such management agreement has a prolonged term (which can exceed ten years and/or be subject to automatic extensions and renewal), the effect of any such acceleration may be substantial, particularly in the event such circumstances occur early in the life of the Fund's portfolio investment in such portfolio company.

Luxembourg Office

Certain portfolio companies of the Funds have maintained an office in Luxembourg, which have been integral to the non-U.S. investment platform of certain Funds. The Funds have maintained and will continue to utilize this existing Luxembourg platform to assist in making portfolio investments. The office has qualified employees, as well as a board of directors comprised partially of Luxembourg resident directors that makes investment, asset management and disposition decisions with respect to such investments, with the Adviser acting in an advisory capacity thereto, and the Funds have the power to appoint and replace directors. As a result, the Funds will indirectly bear a portion of the organizational and operating fees, costs (including personnel compensation and their associated costs and expenses, office space and furnishings, utilities, IT support and infrastructure, software and other similar expenses), expenses and liabilities (including those associated with entity formation and maintenance, administration, investment-specific custodial services, the preparation and distribution of investment-related tax reports and forms, and opening and maintaining bank accounts) of the existing Luxembourg platform, as determined by the Adviser in its sole discretion.

Relationship with PSG

Prior to November 2020, Providence partially owned and was affiliated with PSG. In November 2020, PSG redeemed Providence's equity interests in PSG. As a result, Providence and PSG are independent, unaffiliated organizations. At that time, Providence entered into resource sharing and services sharing arrangements, though Providence and PSG are in the final stages of completing a transition away from these shared services arrangements. Currently such arrangements are limited to IT services. The Adviser and PSG expect to conclude these transition arrangements during 2024.

Certain employees of the Adviser have grants of Carried Interest in and associated distributions from PSG-managed funds. Such economic interests could create conflicts between the Adviser and PSG, however those conflicts should be substantially mitigated by the fact that such employees of the Adviser are no longer providing services to PSG and as a general matter such employees also have received Carried Interest grants with respect to the Funds. Additionally, the Adviser may not be able to buy or sell a particular security on behalf of its Funds because PSG possesses material non-public information concerning such issuer or the market for such issuer's securities or has otherwise imposed trading restrictions on such securities. For further information on the impact of the receipt of such material non-public information, please see "Material Non-Public Information" above in Item 8. In addition, certain risks, such as cyber-security breaches with respect to PSG, could impact the Adviser, the Funds or their operations.

Until December 15, 2021, the Adviser and the Funds maintained jointly with PSG and certain of its affiliates a directors and officers and errors and omissions liability insurance policy. As a result

of the nature of the joint coverage provided under the policy, there was a risk that claims made against PSG or its affiliates would deplete the coverage under the joint insurance policy otherwise available to cover claims made against the Adviser and/or the Funds. As a result, liabilities of the Adviser and/or the Funds that would otherwise be covered by the aforementioned insurance policy could be borne uninsured by the Funds and their limited partners, and therefore the Funds and their limited partners remain subject to the risk of such liabilities that they would not be subject to if the Adviser and PSG had maintained separate insurance policies. As of December 15, 2021, Providence maintains its own dedicated directors and officers and errors and omissions liability insurance policies covering claims made against the Adviser and its affiliates on or after that date. With respect to any claims arising before December 15, 2021, or future claims that relate back to claims made under the historic shared policies, there remains a risk that claims made against PSG or its affiliates or jointly against PSG and its affiliates and the Adviser and its affiliates could limit coverage otherwise available to the Adviser and the Funds. The Adviser believes that this risk in relation to PSG is likely diminished by the passage of time because the historic shared policies apply only to claims that were made before December 15, 2021, or that relate back to claims before that date.

Certain personnel, including senior personnel, who will no longer be employed by or providing services to Providence and the Funds will maintain their current grants of Carried Interest and are eligible to receive cash distributions associated with such Carried Interest. As a result, Providence and the Funds have Carried Interest being allocated to personnel who are no longer providing services for the benefit of the Funds and Providence and as a result, there is less Carried Interest available to incentivize current personnel and to recruit and maintain new personnel than would otherwise be the case in the absence of such arrangements. This smaller pool of Carried Interest available to incentivize personnel could adversely affect a Fund's performance or Providence's business generally.

Additionally, the participation of certain employees of the Adviser in carried interest of PSG's funds or accounts could create conflicts of interest in any transaction between a Fund and a PSG Managed Entity, or between their portfolio companies, including similar to those described under "Cross-Transactions." Conflicts could also arise to the extent that Providence and PSG invest in portfolio companies that compete with one another or do business with one another. There is no guarantee that such conflicts will not impair the returns of the Funds. Participation of certain of the Adviser's employees in carried interest of PSG Managed Entities could increase each of these conflicts described above. In addition, there is no guarantee that the Funds would achieve the returns that they would have without such conflicts of interest or that such conflicts of interest would not otherwise limit or disadvantage the Funds.

Other Potential Conflicts

The organizational documents of a Fund establish complex arrangements among the Funds, the Adviser, investors, and other relevant parties. From time to time, questions may arise regarding certain parties' rights and obligations in certain situations, some of which may not have been contemplated upon the negotiation and execution of such documents. In some instances, the operative provisions of the organizational documents of a Fund may be broad, unclear, general, conflicting, ambiguous, and vague and may allow for multiple reasonable interpretations. In other instances, there may not be a directly applicable provision in the relevant organizational

documents. While the Adviser will construe the relevant provisions in good faith and in a manner consistent with its fiduciary duty and legal obligations, the interpretations used may not be the most favorable to a Fund or its investors.

The Adviser, its affiliates and the Funds will often engage common legal counsel and other advisers in a particular transaction, including transactions in which there may be conflicts of interest (*e.g.*, cross transactions and other related-party transactions). Members of the law firms engaged to represent the Funds may be investors in a Fund and may also represent one or more portfolio companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds and the Adviser and/or its affiliates, the parties may engage separate counsel in the sole discretion of the Adviser and its affiliates. Moreover, in litigation and certain other circumstances separate representation may be required.

The Adviser, its affiliates and the Funds and portfolio companies engage other common service providers. The Adviser, its affiliates and the Funds may be charged varying amounts for such services or may have different fee arrangements for different types of services provided. For instance, fees for various types of work in certain circumstances depend on the complexity of the matter, the expertise required and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by the Funds and/or their portfolio companies, the Adviser and its affiliates could pay different rates and fees than those paid by the Funds and/or their portfolio companies. Nevertheless, a conflict of interest could still arise between the Adviser, on the one hand, and the Funds and portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that the Adviser may favor the engagement or continued engagement of such persons if it or its affiliates receives a benefit from such service providers, such as lower fees, that it or its affiliates would not receive absent the engagement of such service provider by the Funds and/or the portfolio companies.

The Adviser may in its discretion have, and may, in its discretion, cause the Funds and/or their portfolio companies to have, ongoing business dealings, employment relationships, other arrangements or agreements with persons who are former employees or executives of the Adviser or the Adviser's affiliates. The Funds and/or their portfolio companies bear, directly or indirectly, the costs of such dealings, employment relationships, other arrangements or agreements. In such circumstances, there may be a conflict of interest between the Adviser and the Funds (or their portfolio companies) in determining whether to engage in or to continue such dealings, employment relationships, other arrangements or agreements, including the possibility that the Adviser may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

Investors may be introduced to the Adviser, or may be brought into a Fund, by a third-party service provider from which the Adviser or an affiliate purchases products or services or to which the Adviser or an affiliate may make payments.

The Adviser has in the past and may, from time to time in the future, cause one or more Funds to purchase, and/or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the applicable Funds, the applicable general partner, the Adviser and/or their respective directors, officers, employees, agents, representatives, members of

the advisory committee and other indemnified parties against liability in connection with the activities of the Funds. This may include a portion of any premiums, fees, costs and expenses for one or more “umbrella” or other insurance policies maintained by the Adviser that cover one or more Funds and/or the Adviser (including their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties). The Adviser will make judgments about the allocation of premiums, fees, costs and expenses for such “umbrella” or other insurance policies among one or more Funds and/or the Adviser on a fair and reasonable basis and consistent with the Funds’ governing documents. A different allocation could result in a Fund bearing lower (or greater) premiums, fees, costs and expenses for insurance policies. Coverage limitations within such policies create the risk that claims against the Adviser and its affiliates which are satisfied within an applicable period could limit coverage otherwise available to the Adviser and the Funds.

Mr. Nelson owns an interest in, is the Chairman of the investment committee of, and has certain consent rights with respect to, an investment adviser that focuses on minority investment opportunities in professional sports teams and adjacent/related assets and rights (the “Sports Venture”). Other than with respect to Mr. Nelson (and certain administrative and IT support professionals), the Sports Venture and the Adviser are independent, unaffiliated organizations, and have, for the avoidance of doubt, separate investment teams, legal and compliance departments, investor relations support, portfolio management, and back and middle office teams. Mr. Nelson is under no obligation to present new investment opportunities to Providence IX. Given that some of aspects of the Adviser’s investment strategy sectors overlap with that of the Sports Venture, such as media and entertainment, there could be certain limited instances where the Sports Venture and a Fund invest in the same, similar or adjacent portfolio companies or bid on investment opportunities that are similar or adjacent to each other. It is also possible that conflicts could arise with respect to the realization of investment opportunities or in managing a Fund’s portfolio companies as a result of Mr. Nelson’s involvement with the Sports Venture. To the extent that a Fund and the Sports Venture hold adjacent or competing investments, there could be certain limited instances where conflicts arise that disadvantage one or more Funds. This could arise for example, if a Fund invests in a media company that is negotiating rights with a sports team in which the Sports Venture holds an investment. The media company may be limited or restricted in its pursuit of such business opportunity as a result of Mr. Nelson’s involvement with both the Adviser and the Sports Venture. Other portfolio companies could face similar conflicts specific to their industry. To the extent that the Adviser and the Sports Venture hold an ownership interest in the same portfolio company conflicts could arise including with respect to sharing information, views on the management or timing or terms of exit, in determinations as to whether to make a follow-on investments and on what terms, or in other respects which could cause conflicts similar to those described elsewhere herein, including as described under “Conflicts Related to Certain Purchases and Sales” above. On balance, such conflicts could limit the investment opportunities available to the Funds or limit a Fund’s ability to realize an investment opportunity, which could reduce returns to investors; however, the Adviser expects that such conflicts will be infrequent, and when they do arise, manageable. There could also be situations where the Sports Venture obtains material non-public information related to an actual or prospective portfolio company of one or more Funds. Because the Adviser could, in some circumstances, be viewed as being aware of such information, there could be situations in which the Adviser may be restricted from buying or selling a portfolio company because of such information or situations in which it is unable to use such information for the benefit of a Fund.

The Adviser may, from time to time, require, cause or invite the Funds and/or a portfolio company to make contributions to charitable initiatives, or other non-profit organizations that the Adviser believes could, directly or indirectly, enhance the value of the Funds' investments, assist in completing an acquisition of a portfolio company or other transaction (whether or not documented at the time of such acquisition or transaction) or otherwise serve a business purpose for, or be beneficial to, the Funds or their portfolio companies. Such contributions could be designed to benefit employees of a portfolio company, the community in which a portfolio company operates or a charitable cause essential to, or consistent with, the business purpose of a portfolio company. In certain instances, such charitable initiatives could be sponsored by, affiliated with or related to current or former employees of the Adviser, portfolio company management teams, advisors, service providers, vendors, joint venture partners, and/or other persons or organizations associated with the Adviser, the Funds or the portfolio companies. These relationships could influence the Adviser's decision whether to require, cause or invite the Funds or the portfolio companies to make charitable contributions. Further, from time to time, such charitable contributions by the Funds or the portfolio companies could supplement or replace charitable contributions that the Adviser would have otherwise made. Also, in certain instances, the Adviser may, from time to time, select a service provider or other counterparty to the Funds or their investments based, in part, on the charitable initiatives of such person where the Adviser believes such charitable initiatives could, directly or indirectly, enhance the value of the Funds' investments or otherwise be beneficial to the portfolio companies.

Certain portfolio companies of the Funds are, or have been, counterparties or participants in agreements or arrangements with the Adviser, its affiliates, and/or other portfolio companies of the Adviser's clients, to receive favorable procurement terms, including fees, rebates, discounts or other financial benefits. For example, the Adviser has in the past and may in the future provide the opportunity for portfolio companies to enter into agreements regarding group procurement (which may depend on the volume of services purchased) that result in rebates and/or discounts being paid or extended to the Adviser, its affiliates or a portfolio company. Where the Adviser benefits from such arrangements, certain discounted amounts may be subject to management fee offsets.

If a Fund purchases in the secondary market at a discount debt securities of a company in which a Fund has, for example, a substantial equity interest, (a) a court might require a Fund to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (b) a Fund might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. The effect of these transactions will vary from jurisdiction to jurisdiction.

Item 12. Brokerage Practices

The Adviser has complete discretion to determine the broker or dealer to be used and the commission rates to be paid in instances where a broker or dealer is used. Generally, investments of the PE Funds are not purchased or sold through a broker, dealer or underwriter.

When executing transactions on behalf of the Funds through a broker, dealer or underwriter, the Adviser's objective will generally be to obtain the most favorable commission and the best price obtainable on each transaction in light of the quality of execution provided. As such, brokers,

dealers and underwriters are selected primarily on the basis of their execution, capability and trading expertise.

In addition to using brokers as “agents” and paying commissions, certain Funds may buy or sell securities directly from or to dealers acting as principals at prices that include markups or markdowns and may buy securities from underwriters or dealers in public offerings at prices that include compensation to the underwriters and dealers. The Adviser will generally allocate brokerage on behalf of such Funds on the basis of best available execution and in consideration of such broker’s provision or payment of the costs of brokerage and research services that are of benefit to such Funds. Accordingly, if the Adviser determines in good faith that the amount of commissions charged by a broker is reasonable in relation to the value of the brokerage and research services provided by such broker, a Fund may pay commissions to such broker in an amount greater than the amount another firm might charge. Such brokerage and research services furnished by brokers through which a Fund effects securities transactions may include the cost of investment research and may be used by the Adviser or its affiliates in advising other Funds and not necessarily the Fund effecting the securities transaction.

The Adviser will comply with Section 28(e) of the Exchange Act with respect to the allocation of brokerage, which permits the use of “soft dollars” in certain circumstances. Certain brokers and custodians may provide capital introduction services whereby the Adviser may be afforded the opportunity to make a presentation regarding its services to certain qualified investors identified by the brokers. While the brokers generally provide such services at no additional cost to the Adviser, the Adviser and not a Fund may be the principal or sole beneficiary of those services, thus presenting a potential conflict of interest between such Fund and the Adviser, which is responsible for selecting the brokers for such Fund and negotiating the broker’s brokerage, margin and other fees.

In order to monitor best execution, the Adviser’s Chief Compliance Officer will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of the Adviser and each applicable Fund.

Aggregation of Trades

The Adviser may aggregate (or bunch) the orders of more than one Fund for the purchase or sale of the same publicly traded security. Portfolio managers and traders may employ this practice because larger transactions can enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. The Adviser may combine orders on behalf of Funds with orders for other funds for which it or its affiliates have trading authority, or in which it or its affiliates have an economic interest. In such cases, if an order is not filled at the same price, the Adviser and its affiliates generally allocate the publicly traded securities or proceeds arising out of those transactions (and the related transaction expenses) on an average price basis among the various participants and pursuant to the terms of each Fund’s organizational documents. While the Adviser believes combining orders in this way will, over time, be advantageous to all participants, in particular cases the average price could be less advantageous to a Fund than if such Fund had been the only account effecting the transaction or had completed its transaction before the other participants.

The securities available for purchase or sale by certain Funds may be reduced at times as a result of such order aggregation by the Adviser. When orders for publicly traded securities are not entirely filled, allocations shall be made based upon the Adviser's procedures for the allocation of investment opportunities. Where aggregate trades have been filled during the course of the trading day at different prices, the costs of the publicly traded securities to each client will be averaged priced to the extent possible. See the Adviser's response to Item 11 above for more information regarding conflicts of interest related to investment and trading discretion.

Trade Errors

Due to the nature of investing in public securities, trade errors are possible with respect to a Fund, and in such cases, the Adviser will generally seek to promptly correct and mitigate any losses resulting from trade errors and similar human errors in accordance with its policies and procedures and subject to the applicable organizational documents of a Fund. As with all other financial gains and losses attributable to investments, any financial gains or losses resulting from trade errors generally are borne by the applicable client and underlying investors, subject to the terms of the applicable organizational documents of such Fund and standard of care.

Item 13. Review of Accounts

The investments made and held by the PE Funds are both private and public but are generally illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities.

The remaining investments held by the Providence Public Fund are generally illiquid in nature.

However, the Adviser closely monitors the portfolio companies in which the Funds invest and generally maintains an ongoing oversight position in such companies (including, in many cases with respect to the PE Funds, representation on the board of directors of such companies).

With respect to the PE Funds, reviews occur regularly and are conducted by the Adviser's deal teams and senior management. Moreover, the Adviser has a separate group designated to monitoring portfolio company performance for the PE Funds (the "Portfolio Operations Group"). The Portfolio Operations Group provides a second level of review of each PE Fund portfolio company on an ongoing or a periodic basis. The Adviser bears the compensation of the Portfolio Operations Group.

The Adviser provides written quarterly unaudited reports and written annual audited reports to the limited partners of the Funds. Moreover, the Adviser provides quarterly letters to the limited partners of the Funds.

Item 14. Client Referrals and Other Compensation

For details regarding economic benefits provided to the Adviser by non-clients, including a description of related material conflicts of interest and how they are addressed, please see Item 11 above.

The Adviser and its affiliates from time to time engage in a broad range of activities, including providing Related Services to actual and potential portfolio companies of the Funds. Such Related Services are complementary to the investment supervisory services provided by the Adviser. Time spent on Related Services varies from investment to investment.

In addition, the Adviser and its related persons, in certain instances, receive discounts on products and services provided by portfolio companies of Funds.

The Adviser notes that from time to time it engages one or more persons to act as a placement agent for a Fund in connection with the offer and sale of interests to certain prospective investors. Such persons generally will receive a fee, in part, in an amount equal to a percentage of the capital commitments for interests in a Fund that are accepted by the Fund's general partner with respect to such prospective investors and are eligible for reimbursement of expenses. Such fees will be negotiated individually between the Adviser and such person.

Item 15. Custody

This item is not applicable to the Adviser.

Item 16. Investment Discretion

The Adviser typically has the discretion to determine, without consent of the Funds or the investors in the Funds, the particular securities or instruments to be bought and sold in accordance with the terms and conditions of the applicable organizational documents of each Fund. The Adviser will provide investment advice to the Funds, subject to certain limitations and restrictions on the Funds as to, for example, diversification and type of permitted investments. Funds will typically make direct investments in companies, although the Adviser may in its discretion form a special purpose vehicle with respect to particular investments.

Co-Investment Vehicles, Alternative Investment Vehicles and other clients of the Adviser are generally established in order to invest alongside or in the place of one or more Flagship Funds in a particular investment opportunity or opportunities, and the Adviser typically has limited discretion to invest the assets of the Co-Investment Vehicles, Alternative Investment Vehicles or other clients of the Adviser independent of these limitations as set forth in the organizational documents of the Co-Investment Vehicles, Alternative Investment Vehicles or other clients of the Adviser and the applicable Flagship Fund.

Item 17. Voting Client Securities

It is the Adviser's fiduciary duty to vote proxies and consents in the best interests of the Funds and the overriding principle of the Adviser's proxy voting is to maximize the financial interests of the Funds. It is the policy of the Adviser in voting proxies to consider and vote each proposal with the objective of maximizing long-term investment returns for the Funds.

The Adviser has established guidelines regarding the voting of proxies on routine, non-routine, corporate governance and social issues. The Adviser may, however, vote in a manner that is contrary to the general guidelines if it believes that it would be in a Fund's best interest to do so. All proxies, unless voted in accordance with the Adviser's general guidelines on routine, non-

routine, corporate governance and social issues, will require a mandatory conflicts of interest review, which will include consideration of whether the Adviser, any investment professional or other person recommending how to vote and/or the Adviser's affiliates and their clients has an interest in how the proxy is voted that may present a conflict of interest. The Adviser is not required to vote a proxy if the cost of voting a particular proxy due to special translation, delivery or other requirements would outweigh the benefit of voting for the Fund. Situations may arise in which more than one Fund invests in the same company. In those situations, two or more Funds may have different investment strategies, investment objectives, investment styles, terms or investment committees, or may otherwise have differing considerations with respect to the company. As a result, the Adviser may cast different votes on behalf of different Funds.

The Adviser uses a proxy advisory service and performs due diligence on such provider on a regular basis. The Adviser does not currently use a proxy voting service, however, in the future, the Adviser may determine to engage such service. In such case, the Adviser will perform due diligence on such provider in connection with the engagement and on a regular basis.

The Adviser will retain all books and records relating to its proxy voting activities on behalf of client accounts in accordance with the requirements of Rule 204-2(c)(2) under the Advisers Act. Copies of the Adviser's proxy voting policies and procedures and relevant proxy logs are available to any client or prospective client by emailing Sarah Conde, Managing Director, General Counsel & Chief Compliance Officer of Providence Equity Partners L.L.C., at S.Conde@provequity.com.

Item 18. Financial Information

This item is not applicable to the Adviser.

Item 19. Requirements for State-Registered Advisers

This item is not applicable to the Adviser.