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Part 2A of Form ADV – The Brochure

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This brochure (“**Brochure**”) provides information about the qualifications and business practices of Leonard Green & Partners, L.P. (“**LGP**”), an investment adviser that is registered with the United States Securities and Exchange Commission (the “**SEC**”). Registration with the SEC does not imply a certain level of skill or training. The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

If you have any questions about the contents of this Brochure, please contact Andrew Goldberg at (310) 954-0444. Additional information about LGP is also available on the SEC’s website at: www.adviserinfo.sec.gov.

Item 2: Material Changes

This Brochure, dated March 29, 2024, serves as an annual update to LGP's Brochure dated March 31, 2023. This annual update does not contain any material changes but includes routine annual updating changes, clarifying changes, enhanced disclosures in the Brochure, and updated regulatory assets under management.

We recommend that you read this Part 2A of Form ADV in its entirety.

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Item 4: Advisory Business

For purposes of this brochure, “**LGP**” or the “**Firm**” means Leonard Green & Partners, L.P., a Delaware limited partnership, together with certain of its affiliates that provide investment advisory services to the Funds (as defined below).

Background

Founded in 1989, LGP is a private equity firm based in Los Angeles, California. LGP typically invests in companies it believes are market leaders with attractive growth prospects across a broad range of industries, and focuses primarily on companies providing services, including consumer, healthcare, and business services, as well as retail, distribution, and industrials. While the Firm is primarily a control investor, LGP has also invested in shared-control and non-control transactions. The Firm’s investments in portfolio companies (“**Portfolio Companies**”) have generally been in the form of traditional buyouts, going-private transactions, recapitalizations, growth capital investments, corporate carve-outs and selective public equity and debt positions.

The investment activities of the Firm are led by John G. Danhakl, Jonathan D. Sokoloff, John M. Baumer, Jonathan A. Seiffer, and the other investment partners of LGP. As of the date of this Brochure, LGP has raised nine successive flagship funds to pursue similar strategies, as well as a two mid-market funds, which generally pursue the same strategy as LGP’s other funds, except that it focuses on smaller investment opportunities, and periodically sponsors continuation funds as further described below.

LGP and the general partner of LGP are principally owned indirectly by John G. Danhakl, Jonathan D. Sokoloff, John M. Baumer and Jonathan A. Seiffer.

Services

LGP serves as the investment manager, and affiliates of LGP serve as the general partner, to related private investment partnerships, namely Green Equity Investors V, L.P., Green Equity Investors VI, L.P., Green Equity Investors VII, L.P., Green Equity Investors VIII, L.P., Green Equity Investors IX, L.P., Green Equity Investors Side V, L.P., Green Equity Investors Side VI, L.P., Green Equity Investors Side VII, L.P., Green Equity Investors Side VIII, L.P., Green Equity Investors Side IX, L.P., Jade Equity Investors, L.P., Jade Equity Investors Side, L.P., Jade Equity Investors II, L.P. and Jade Equity Investors Side II, L.P. These related private investment partnerships (each, a “**Main Fund**”) are organized to make private equity investments. LGP may in the future advise other private investment vehicles in addition to those listed herein. Each of these investment vehicles are private funds, not subject to the registration requirements under the Investment Company Act of 1940, as amended (the “**1940 Act**”), and whose securities are not subject to the registration requirements under the Securities Act of 1933, as amended (the “**Securities Act**”).

LGP also serves as the investment manager, and affiliates of LGP serve as the general partner, to (i) additional private investment partnerships that are “feeder” vehicles (each, a “**Feeder Vehicle**”) organized to invest exclusively in a Main Fund, (ii) alternative investment vehicles (each, an “**Alternative Investment Vehicle**”) organized to address, for example, specific tax, legal, business, accounting or regulatory-related matters that may arise in connection with a transaction or transactions and to continuation funds, as described in more detail in Item 5 below.

LGP or its affiliates also serve as the investment manager, and affiliates of LGP serve as the general partner (or in an analogous capacity), to various co-investment vehicles that LGP organizes to allow certain current or prospective investors or other persons or entities, including other co-sponsors, market participants, finders, consultants, service providers, LGP personnel, portfolio company management or personnel, certain other persons associated with LGP or its affiliates and/or third parties to invest alongside one or more Main Funds in a particular investment opportunity (each such vehicle, a **“Co-Investment Vehicle”**). Each investment by a Co-Investment Vehicle is acquired and sold on substantially the same terms as the corresponding investment by the applicable Main Fund. Investors in Co-Investment Vehicles generally bear no performance-based fees or management fees. The Main Funds, Co-Investment Vehicles, Feeder Vehicles, Alternative Investment Vehicles and Continuation Funds (as defined below) are collectively referred to, as the context requires, as the **“Funds.”**

In providing services to the Funds, LGP directs and manages the investment of each Fund’s assets and provides periodic reports to the investors in each Fund (the **“Limited Partners”**). LGP makes investment decisions based on pre-acquisition due diligence that help LGP identify and assess investment risks and opportunities. LGP’s management activities are governed by the terms of the governing documents applicable to each Fund. Investment advice is provided directly to each Fund and not individually to the Limited Partners of any Fund. Investment restrictions for the Funds are generally set forth in the respective governing documents of the Funds. Limited Partners may not impose additional restrictions on the management of the Funds. The information in this Item 4 is not intended to be complete and is qualified in its entirety by reference to the Funds’ governing documents and the subscription agreements executed by the Limited Partners.

In connection with the negotiation of fund and subscription terms and, as contemplated by the relevant partnership agreements, the Funds frequently issue “side letters” or similar agreements pursuant to which the Funds will grant certain investors specific rights, benefits or privileges. See Item 11 below for a further discussion of side letters.

As of December 31, 2023, LGP managed, on a discretionary basis, Funds with regulatory assets under management of approximately \$77,831,700,000.¹

Item 5: Fees and Compensation

In general, LGP earns management fees, and the affiliated general partners have the potential to earn performance-based compensation, from each of the Funds (other than the Co-Investment Vehicles, which generally do not pay management fees or performance-based compensation). The Firm or its affiliates or employees have in the past, and expect to in the future, receive Fee Income (as defined below). A specified percentage of Fee Income (as set forth in the relevant governing documents of the applicable Fund) is applied to reduce the management fee payable to LGP. The aforementioned fees are discussed in more detail below. For purposes of this Brochure, employees of LGP includes the partners of LGP.

The discussion in this Item 5 is not intended to be complete and is qualified in its entirety by reference to the governing documents of each Fund, which have been provided to each investor in each such Fund.

¹ Rounded to the nearest \$100,000.

Management Fees

In general, LGP is entitled to receive a management fee for each Fund (other than the Co-Investment Vehicles and certain other Funds as described below). Management fees are indirectly borne by the Limited Partners in such Funds, including any Feeder Vehicles that invest as Limited Partners in a Main Fund. Management fees are generally payable in advance, with payment on or after the 10th day of each semi-annual period or any period that is less than a full semi-annual period. In general, Funds (other than the Co-Investment Vehicles and certain other Funds as described below) are charged a management fee of up to 1.50% per annum of aggregate commitments of unaffiliated Limited Partners during the commitment period. Following expiration of the commitment period for such Funds, management fees are generally payable at lower rates (typically ranging from 0.75% to 1.25%) and on the amount of invested capital. In some cases, management fees are subject to breakpoints (i.e., reductions in the applicable rate charged in respect of aggregate Fund capital commitments above a certain specified thresholds). Management fees are also subject to reduction in certain circumstances as required by the relevant governing documents. Under the Funds' governing documents, the management fee will be calculated and charged on a basis that generally is not tied to a Fund's then-current net asset value. As further specified in the relevant governing documents, management fees will initially generally be charged based on a formula tied to the amount of the relevant Fund's aggregate commitments. However, after a certain date specified in the relevant governing documents, a Fund's management fee generally will be charged and calculated based on a formula tied to the amount of contributed capital (including, where applicable, a Fund borrowing component) or the cost basis of investments made by the Fund that have not been realized or written down as determined by the general partner in its sole discretion (such investments, "Impaired Value Investments"). As a result, except where the governing documents expressly provide to the contrary, the amount of management fees generally will not correspond with fluctuations in the net asset value of individual investments or of the Fund, including where the fair market value of an investment exceeds or falls below the total amount of contributed capital or the cost basis relating to such investment, except in the case of investments meeting the relevant Impaired Value Investments standard under the relevant governing documents. Therefore, the management fee generally will not be reduced (in whole or in part) in connection with any partial distributions, reorganizations, restructurings, roll-over investments, extraordinary dividends or similar transactions, in each case in circumstances that do not result in the complete disposition of the relevant Fund's interest therein, and even in cases where the value of the Fund's investment or the Fund's ownership percentage in such investment has been reduced (including substantially reduced) as a result of such transaction.

Each Fund's governing documents set forth the precise amount and the manner and calculation of the management fees and the full list of terms under which a Fund's management fee will be reduced, offset or otherwise be limited, and consequently investors should expect to bear the full specified management fee in the relevant governing documents until reduced in the circumstances and on the date(s) specified therein.

LGP's affiliates that hold interests in a Fund do not pay management fees and are not subject to performance-based fees with respect to such interests. The affiliated partners' capital contributions are generally made through waiver of a corresponding amount of the management fees payable to LGP by such Fund in lieu of capital contributions by such partners.

Co-Investment Vehicles do not typically pay any management fees (or performance-based fees), although LGP reserves the right in its sole discretion to charge such fees to Co-Investment Vehicles that may be formed in the future. Such vehicles are required to bear their own organizational expenses and their

share of other administrative and operating expenses. In general, the management fee offsets described herein apply only with respect to the capital commitments of fee-paying investors.

Performance-Based Fees

Please see Item 6 below for information regarding performance-based fees received by affiliates of LGP with respect to the Main Funds and the Continuation Funds.

Fee Income

The Firm or its affiliates or employees have received, and expect to receive in the future, transaction fees (including set-up, acquisition and commitment fees), fees earned in connection with transactions that are not completed (break-up fees), closing fees, exit fees, advisory fees, monitoring fees, retainer fees, consulting fees, management fees, directors' fees or other similar fees related to the Funds' ownership interests in Portfolio Companies (collectively, "**Fee Income**"). These fees have in the past, and may in the future, be substantial, and may be paid in cash, in securities of the Portfolio Companies, or otherwise. A conflict of interest may exist in the determination of any Fee Income and other terms in the applicable agreement with the Portfolio Company, which may be more favorable to the Firm or its affiliates than terms that would otherwise be available on an arm's length market basis.

Fee Income is first used to pay unreimbursed transaction expenses (including unconsummated transaction expenses), after which a specified percentage of the remainder of the Fee Income (as set forth in the relevant governing documents of the applicable Fund) is applied to reduce the management fee otherwise payable by certain Funds. This management fee "offset" rate is 100% for the Firm's more recent Main Funds, but is less than 100% for its older Main Funds, and may be less than 100% for other future funds. Any reduction of a Fund's management fees will be applied pro rata (based on the capital invested in the applicable investment by the Funds that charge management fees or by such Funds and the applicable Co-Investment Vehicles, as determined by LGP in accordance with the governing agreements), to the extent of such Fund's proportionate interest in the Portfolio Company or investment vehicle to which such Fee Income relates. Fee Income that is not used to offset unreimbursed transaction fees or management fees, as described above, is retained by LGP, subject to the following paragraph. As a matter of practice, LGP is typically paid Fee Income on behalf of or with respect to co-investors in an investment. Subject to the terms set forth in the applicable governing documents, the receipt of Fee Income may not reduce the management fee payable by any Fund(s) that have also invested in such investment, and, as a result, a Fund may only benefit with respect to the relevant allocable portion on a fully diluted basis of any such Fee Income and not the portion of any Fee Income related to: (i) the applicable general partner or affiliated partner commitments; (ii) co-investors or potential co-investors; or (iii) the value of profits, participation or equity interests in or relating to the relevant portfolio company, including interests owned by current or former portfolio company management. Fee Income will be offset only to the extent paid during the holding period of the relevant Fund, and investors generally will not receive the benefit of Fee Income paid prior to the Fund's acquisition, or following the Fund's disposition, of the relevant investment. Similarly, to the extent a former LGP employee or partner becomes or remains a director of a portfolio company, no compensation earned by such former employee or partner will offset the management fee, whether or not such former employee or partner has a remaining interest in the relevant Fund's general partner or affiliated entity. Each of the foregoing conditions described in the governing documents is expected to reduce the amount of Fee Income otherwise available to be offset against management fees, resulting in a potential material benefit to LGP over the life of the relevant Fund, and the existence of such potential benefit creates an incentive for LGP to seek to increase such amounts.

If the aggregate amount of excess Fee Income applied against management fees during a fiscal year exceeds the management fee payable for such fiscal year, the excess is carried forward to reduce the management fee payable in the following fiscal year or years. If upon dissolution of a Fund, any excess Fee Income referred to in the preceding paragraph remains unapplied, the governing documents of a Fund (other than certain parallel funds) typically require the Firm to return to a Fund for the benefit of its partners an amount equal to such unapplied excess amount; provided, that any Limited Partner may waive its right to receive its pro rata portion of such amount.

Upon the occurrence of certain events (e.g., a public offering, disposition or change in control of a Portfolio Company), the Firm or its affiliates or employees may receive (and have in the past received) accelerated payments of certain Fee Income (e.g., monitoring fees or other similar fees) payable by a Portfolio Company. The Firm's policies generally limit the acceleration of monitoring fees to circumstances where the Portfolio Company is partially sold or goes public and the Funds continue to maintain a meaningful equity position following such transaction or where a co-sponsor receives an accelerated monitoring fee. In any event, accelerated monitoring fees will not be charged in an amount exceeding the estimated net present value of three years of future monitoring fees.

In certain instances, LGP employees may receive (and have in the past received) directors' fees from a company that was, but is no longer, a Portfolio Company held by a Fund. In such instances, directors' fees earned by LGP employees are generally retained by the LGP employee and are not subject to the management fee offset mechanism described above.

In certain instances, LGP is reimbursed by a Portfolio Company for expenses incurred by LGP in connection with its monitoring or provision of other services for such Portfolio Company, and for other expenses as described in the last sentence in "Other Fees and Expenses" below. Such expenses include, among other things, travel (with respect to air travel, at rates not exceeding first-class equivalent fares), accommodations, meals, entertainment, legal expenses, insurance expenses, and such expense reimbursements are not subject to the management fee offset mechanism described above.

Offering and Organizational Expenses

The Funds will bear all legal, organizational and offering expenses, including the out-of-pocket expenses (e.g., legal fees and expenses, travel (at rates set forth above), accommodations, meals, entertainment, accounting, filing, printing and other costs) of the general partner of the applicable Fund, the Firm and their respective agents and affiliates incurred in the formation of the Funds (including any Feeder Vehicle) up to amounts specified in each Fund's governing documents, except to the extent set forth in the governing agreements of a Fund. The governing documents of a Fund (other than a Co-Investment Vehicle, an Alternative Investment Vehicle or a Continuation Fund that is described below) generally provide that any such organizational expenses in excess of the applicable cap may be paid by the Fund, and, if so paid, will be borne by the Firm through a 100% offset against management fees otherwise payable by the applicable Fund.

In addition, in certain instances, a Fund has in the past, and may in the future, bear expenses in respect of an existing or prospective Portfolio Company that may not be borne by other owners or investors in such Portfolio Company (including co-investors or Co-Investment Vehicles), where LGP has determined such arrangement to be in the best interest of such Fund (e.g., a Fund engages or pays for a consultant for services in respect of a Portfolio Company without reimbursement by other owners of the Portfolio Company).

Other Fees and Expenses

In addition to the management fees and any performance-based fees payable to LGP and its affiliated entities, and the offering, organizational and other expenses described in this Item 5, the Funds bear other expenses that are more fully described in each Fund's governing documents. Examples of expenses that are eligible to be borne by a Fund (and indirectly borne by the Limited Partners) include, but are not limited to third-party fees, costs and expenses relating to professional services, including legal, tax, auditing, consulting, investment banking, financial advisory, administration, appraisal, valuation, custodial, depositary, regulatory, accounting and similar expenses and professional fees; professional liability insurance premiums (including such Fund's allocated portion of any cyber-security insurance, directors and officers insurance or similar insurance);² certain compliance-related expenses; expenses of annual Limited Partner meetings and meetings with one or more Limited Partners (in each case including lodging and meals); expenses of Limited Partner advisory committee (each, an "**Advisory Committee**") meetings (including travel, lodging, and meals); expenses associated with the acquisition, holding and disposition of proposed or actual portfolio investments, including unconsummated investments, including expenses related to travel, entertainment, lodging, and meals, discovery, evaluation, execution, development, management and monitoring, expenses related to organizing persons through or in which portfolio investments may be made (unless charged to the partners for whose benefit the organizing person is formed), expenses related to guaranties, indebtedness and refinancings thereof, expenses related to private placement fees, syndication fees, bank charges, closing and execution costs, sales commissions, appraisal fees, taxes, underwriting commissions and discounts, brokerage fees and information services and similar expenses related to such investments or prospective investments, including unconsummated investments (including amounts that would otherwise have been borne directly or indirectly by potential co-investors (other than with respect to executive investment vehicles) were such investments consummated); indemnification expenses; extraordinary expenses (such as litigation related expenses, awards and settlement amounts); interest on and fees and expenses for permitted borrowings, financings, guaranties or derivative transactions permitted in accordance with a Fund's governing documents; filing and registration fees and expenses incurred with respect to other governmental charges; expenses incurred in connection with any tax audit, investigation, settlement or review of a Fund; expenses incurred in connection with any restructuring or amendments to the constituent documents of a Fund; expenses incurred for research or obtaining information for a Fund; expenses related to defaults by Limited Partners; expenses related to Fund-related reporting and any other reporting, notifications and filings; expenses associated with the preparation of a Fund's financial statements, tax returns and Schedule K-1s and the representation of a Fund or the partners by the tax matters partner or the partnership representative (as such terms are defined in the applicable Fund agreement); expenses (and damages) related to regulation, litigation, government inquiries, investigations or proceedings, including expenses related to the preparation and filing of Form PF, filings required under the Securities Exchange Act of 1934, as amended, reports with the Commodities Futures Trading Commission, compliance or filings related to the European Alternative Investment Fund Managers Directive, fees and expenses related to complying with the Foreign Account Tax Compliance Act (FATCA), and expenses related to compliance with and filings under other applicable laws, rules and regulations, including fees and expenses related to the engagement of locally licensed intermediaries or similar persons that a Fund or an affiliate is required to engage as a result of one or more Limited Partners being

² LGP maintains a primary and excess professional liability insurance policy that covers all entities. While each entity pays a pro rata portion of the insurance premium, it is possible that one or more entities could exhaust all of the coverage of a policy in a particular instance and that there would be no coverage benefit available for other entities under such policy.

domiciled in, or otherwise related to, a particular jurisdiction; fees, costs and expenses incurred in connection with administering Side Letters (as defined below) entered into with Limited Partners; expenses of winding up and liquidating a Fund; any other fees, costs, expenses, liabilities or obligations approved by the Advisory Committee. The applicable general partner may in its discretion cause certain expenses that would otherwise be borne directly by a Fund to be reimbursed by Portfolio Companies in lieu of charging such expenses to the applicable Fund.

Unconsummated Deal Expenses

The Funds will generally bear all fees, costs and expenses relating to unconsummated transactions, such as travel, entertainment, lodging, and meals, legal and due diligence expenses, including amounts attributable to potential co-investors identified for particular transactions (as opposed to Co-Investment Vehicles established for Executive Investors,³ which entities will have unconsummated deal expenses allocated to them on a semi-annual basis), regardless of whether a determination had been made as to the identity of any potential co-investors or the amount of the anticipated co-investment prior to the time that it was determined that the prospective investment would not be consummated by a Fund. Co-Investment Vehicles (other than those established for Executive Investors) are typically not formed or capitalized until close to the time a transaction is consummated and typically do not share in expenses related to unconsummated transactions. To the extent the Firm determines in its sole discretion that such expenses are to be allocated to one or more of the Funds, the Firm will endeavor to allocate such expenses in a manner it believes to be fair and equitable, which may include an allocation among such Funds based on their relative net asset value, capital commitments, number of investors, actual or proposed investment size in a particular transaction or the Firm's determination of the benefit to be received from the activity for which the expense was incurred, subject to the terms of the governing documents of each such Fund.

LGP has and anticipates that it will in the future (i) cause one or more Funds to be invoiced for, advance or otherwise bear on a temporary basis all or a portion of an expense ultimately intended to be borne in whole or in part by another Fund together or in connection with the vehicle originally bearing such expense, including as a result of invoices directed to one such vehicle for convenience of the applicable vehicle, and/or (ii) make corrective allocations in the event that, based on periodic reviews of expenses, it determines that such corrections are necessary or appropriate. Such adjustments will be made on an interest-free basis.

Expense Allocations

Generally, the applicable Fund's governing documents and the Firm's expense allocation policy provide for the allocation of expenses amongst the Funds on a proportionate basis with exceptions for circumstances where an expense is properly attributable to a single or subset of Funds, such as fees incurred to amend or extend credit facilities exclusively available to the Main Funds (which would be allocated solely to the Main Funds). The Funds' governing documents provide a more detailed description of the fees and expenses borne by each Fund.

Certain expenses are paid for by a Fund and/or its Portfolio Companies or, if incurred by LGP, are reimbursed by a Fund and/or its Portfolio Companies. LGP may not necessarily seek out the lowest cost

³ Executive Investors generally include certain current and former executives of public and private companies, key executives and advisors to current and former Portfolio Companies. Please see Item 11 below for additional information regarding Executive Investors.

options when incurring (or causing a Fund or its Portfolio Companies to incur) such expenses. LGP will be required to make allocations of expenses and generally intends to allocate Fund investment and operating expenses that are incurred by LGP or any of its affiliates for multiple Funds on a pro rata basis based on the respective participation in the relevant Portfolio Company, but certain investment and operating expenses may be allocated non-pro rata as deemed fair and equitable by LGP. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion (e.g., in determining which Funds or co-invest vehicles benefit (or the extent to which they benefit) from the relevant services relating to the expense, or whether to allocate pro rata based on number of Funds or co-invest vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Fund or LGP). The Funds generally have different expense reimbursement terms, including with respect to the management fee offset, which is expected in certain cases to result in the Funds bearing different levels of expenses with respect to the same investment. Furthermore, LGP reserves the right to consider each relevant Fund's strategy as a component of its investment allocation, and as a general matter will not allocate expenses associated with one Fund's equity investment to a different Fund's debt investment, or vice versa, even if the two investments are in the same Portfolio Company.

Borrowings

In general, the Funds are permitted to borrow for investment and other purposes. Such borrowings may be made prior to capital being called from a Fund's investors or in lieu of calling capital, and such borrowings may remain outstanding for significant periods of time. This mechanism may defer investor capital calls and provides a form of leverage that can have the effect of increasing a Fund's return calculations, particularly in the early years of a Fund's investment cycle. Such borrowings can also accelerate the date upon which a Fund's preferred return will be achieved for purposes of determining when the applicable general partner is entitled to begin receiving performance-based compensation from a Fund. Interest payments and other fees and expenses incurred in respect of such borrowings are partnership expenses paid for by a Fund, and such expenses will decrease a Fund's net returns over time, which may also decrease the amount of carried interest to be distributed to the applicable general partner. Each Fund's outstanding borrowings, if any, are disclosed to the investors in the quarterly and annual financial statements of each Fund.

Although LGP generally structures Funds to avoid circumstances in which one Fund ultimately bears liability for all or part of the obligations of another Fund or any LGP affiliate, in certain circumstances lenders and other market participants negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In such cases, LGP may cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement or understanding, although the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements. In other circumstances, lenders and other market parties are expected to seek "cross default" rights under which a Fund will be treated as in default under the relevant facility in the event of a default by another Fund or an LGP affiliate relating to their respective lending or other facilities; if any such provision were to be triggered, a Fund's Limited Partners could suffer adverse effects resulting from any default by any Fund or an LGP affiliate, whether or not related to the Fund in which such Limited Partners have invested.

Continuation Funds

LGP sponsors an investment vehicle that purchased certain Portfolio Investments (as defined below) from an existing Main Fund (such fund, the “**First Continuation Fund**”) in order to allow Limited Partners in such existing Fund to invest in such Continuation Fund through a rollover of its interest. LGP subsequently sponsored another investment vehicle (such vehicle, the “**Second Continuation Fund**” and together with the First Continuation Fund, the “**Continuation Funds**”) to purchase an interest in a company in a transaction in which the First Continuation Fund sold a portion of its interests in such company. The Continuation Funds do not and are not expected to pay a management fee to LGP with respect to their Limited Partners, although LGP reserves the right in its sole discretion to charge management fees to any other continuation funds that may be formed in the future. The “offset” rate for the expenses charged to the First Continuation Fund is and is expected to continue to be less than 100%, since the Main Fund with respect to which the Continuation Fund was formed contained a management fee “offset” rate of less than 100%, and any application of such offset with respect to the Continuation Fund will be applied in such manner as set forth in the relevant governing documents of such Continuation Fund. The “offset” rate for the expenses charged to the Second Continuation Fund is and is expected to continue to be 100%, and any application of such offset with respect to the Continuation Fund will be applied in such manner as set forth in the relevant governing documents of such Continuation Fund. However, LGP reserves the right in its sole discretion to have a lower “offset” rate in any other continuation funds that may be formed in the future.

Item 6: Performance-Based Fees and Side-by-Side Management

In respect of each Main Fund and Continuation Fund, the applicable general partner is generally entitled to receive performance-based compensation in the form of a “carried interest” allocation from such Fund after certain performance hurdles have been met, as further described in the Fund’s applicable governing documents. Such carried interest represents a portion of the Funds’ net investment profits. Such performance-based compensation is indirectly borne by the Limited Partners in such Funds, including any Feeder Vehicles that invest as Limited Partners of a Main Fund. As a general matter, Co-Investment Vehicles do not pay any performance-based fees. The precise amount of, and the manner and calculation of, the performance-based fee for each Fund is disclosed in the applicable organizational and offering documents. The performance-based fee provisions are negotiated collectively with the investors of each Fund. See Items 11 and 12 below for a discussion of certain potential conflicts of interest that arise from LGP’s receipt of performance-based fees.

The existence of the carried interest or performance allocation may create an incentive for LGP to operate the relevant Fund in a riskier, more speculative or other manner that is less favorable to investors than would be the case in the absence of these arrangements, although the Firm’s commitment of capital to the Funds should reduce this incentive. Additionally, to the extent that LGP has Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or LGP personnel are assigned varying percentages of carried interest from the Funds, LGP and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage. As described in more detail below, LGP has adopted allocation policies designed to treat all Funds fairly and equitably in accordance with the applicable governing documents.

Item 7: Types of Clients

LGP's only clients are the Funds to which LGP directly provides investment advisory services. LGP does not provide investment advisory services individually to the investors in the Funds. Investors in the Funds are generally (i) "accredited investors" within the meaning of the rules and regulations promulgated under the Securities Act and (ii) "qualified purchasers" or "knowledgeable employees" within the meaning of the rules and regulations promulgated under the 1940 Act, and generally include, among others, high net worth individuals and institutional investors such as banks, thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, university endowments, corporations, insurance companies, sovereign wealth funds and funds-of-funds.

LGP generally imposes a minimum investment commitment requirement for each Fund. The confidential offering materials for each Fund provide additional information about the Fund's minimum investment commitment, if any, which may be waived by the general partner in its sole discretion.

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

The Funds invest primarily in North American-based businesses that meet LGP's target market investment criteria. LGP seeks to invest in companies with (i) market-leading franchises and defensible competitive positions, (ii) attractive growth prospects, and (iii) best-in-class management teams. This strategy encompasses proactive sourcing of investment opportunities, rigorous due diligence, creative structuring, active involvement in value creation post-acquisition, and timely realizations.

LGP generally targets investments in companies that it believes have market-leading franchises, defensible competitive positions, successful track records, attractive growth prospects, and best-in-class management teams. Additionally, LGP's middle market funds may target companies that have multiple avenues for growth with the potential to become market leaders but that need some assistance to achieve that standing. Investments are expected to be made across a broad range of industries with a preference for companies providing services, including consumer, business, and healthcare services, as well as retail, distribution, and industrials. While LGP is primarily a control investor, LGP also invests in shared-control and non-control transactions.

LGP believes that optimal investment returns generally result from examining a large number of investment opportunities that meet its target investment criteria, while at the same time maintaining strict discipline in due diligence, decision making and valuation.

Before making an investment, LGP conducts due diligence and analysis in respect of a range of issues, which generally include the acquisition candidate's operations, competitive position, industry conditions and prospects, management capabilities and other relevant factors. The due diligence effort involves LGP's investment professionals, as well as legal, tax, insurance, accounting, ESG advisors and third party consultants, in each case as determined by LGP to be appropriate on a case-by-case basis. Additionally, it should not be assumed that any environmental, social and governance (commonly referred to as "ESG") practices or standards will apply to every investment in which the Funds invest or that they have applied to all of the Funds' prior investments. ESG is one of many considerations the Firm takes into account when making investment decisions, and no single consideration can be expected to be viewed by LGP as being the predominant consideration taken into account in determining whether an investment should be made or not. Accordingly, certain investments may exhibit characteristics that are inconsistent with certain other practices or standards.

Risks

Investing in securities, including an interest in a Fund, involves a substantial degree of risk. An investment in a Fund may be deemed a speculative investment and is not intended as a complete investment program. It is designed for sophisticated investors who fully understand and are capable of bearing the risk of an investment in a Fund. Investors in the Funds must be prepared to bear the risk of a complete loss of their investments. Investment risks include, but are not limited to, the following:

No Assurance of Investment Return. All investments risk the loss of capital. No guarantee or representation can be made that a Fund will achieve its investment objective or avoid significant losses. On any given portfolio investment made by a Fund (each, a “**Portfolio Investment**”), including the Portfolio Companies, total loss of principal is possible. A Fund will generally invest in companies with highly leveraged capital structures. Leveraged buyouts by their nature require companies to undertake a high ratio of fixed charges to available income. Such Portfolio Investments are inherently more sensitive to any decline in revenues and to any increases in expenses or interest rates. Since a Fund is expected to participate in Portfolio Investments that involve a high degree of risk, the aggregate return of a Fund may be affected by the negative performance of a single Portfolio Investment. An investment in a Fund should only be considered by persons who can afford a loss of the entire amount invested.

Difficulty of Locating Suitable Investments. Identification of attractive investment opportunities is a difficult, highly competitive activity that involves a high degree of uncertainty and will be subject to market conditions. Furthermore, a Fund will be competing for Portfolio Investments with other investment funds, as well as strategic buyers, industrial groups, financial institutions and other investors, some of which may have greater resources, higher risk tolerances, lower cost of capital or an ability to achieve operational synergies that are not available to a Fund. In past years, a number of private equity funds have been formed with objectives similar to the Funds, and funds raised by competing sponsors have grown in size. These trends have contributed to increased competition for appropriate investment opportunities, which may reduce the number of investment opportunities available to a Fund, force a Fund to participate in auction processes in order to access investment opportunities and adversely affect the terms, including price, on which a Fund is able to acquire Portfolio Investments. Participating in auctions will increase the pressure on a Fund with respect to pricing of a transaction, and the increasingly more competitive environment may make it more difficult for a Fund to obtain certain other terms in a transaction. In the event a financing-related closing condition is not available to a Fund or if a Fund is required to provide a reverse break-up fee or guarantee in connection with a potential investment, a Fund may become obligated to consummate a transaction on less favorable terms or may be required to fund the reverse break-up or similar fee in connection with a potential investment that is not made.

Financial Leverage. A Fund’s Portfolio Investments are expected to primarily consist of equity of Portfolio Companies, the capital structure of which may have significant leverage, whether on a temporary or long-term basis. While investments in leveraged companies offer the opportunity for increased capital appreciation in favorable circumstances, such investments also involve an increased degree of risk in downside scenarios. Although the general partner will seek to use leverage in a manner it believes is appropriate under the circumstances, the leveraged capital structure of a Portfolio Company will increase the exposure of such 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, and may also impair such Portfolio Company’s ability to finance its future operations and capital needs. The use of leverage may also subject companies to restrictive financial and operating covenants. As a result, a Portfolio Company’s flexibility to respond to changing business and economic conditions may be limited. If, for any of these reasons, a Portfolio Company is unable to generate sufficient cash flow to

meet principal or interest payments on its indebtedness, or to refinancing existing indebtedness at its maturity date, the Portfolio Company could become insolvent, declare bankruptcy or liquidate, and a Fund may suffer a partial or total loss of capital invested in the Portfolio Company.

Leverage Below a Fund. Although it presents many of the same risks as Fund-level borrowing, indebtedness of entities other than a Fund will not be treated as Fund-level borrowing for purposes of the Funds' governing documents, even if the special purpose vehicles or other entities incurring such leverage engage in borrowings that are cross-collateralized with or among multiple investments such that multiple investments and a substantial portion of a Fund's value are at risk. As a result, these borrowings will not be subject to any limitations on Fund-level borrowing in the relevant governing documents. Since the Firm has more flexibility to engage in these structures, the Firm has an incentive to incur significant leverage at the level of holding companies beneath a Fund. The negative performance of one asset may materially and adversely affect the performance of other investments or a Fund as a whole. Furthermore, in certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a Portfolio Company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund.

Non-Controlling Investments; Investments with Third Parties. A Fund may hold a non-controlling position, minority interest in certain Portfolio Companies and, therefore, may have a limited ability to protect its position in such Portfolio Companies, although as a condition of investment in a Portfolio Company, LGP expects that appropriate shareholder rights generally will be sought to protect a Fund's interests. In such cases, a Fund will typically be significantly reliant on the existing management, board of directors (or equivalent) and other shareholders of such companies, who may not be affiliated with a Fund and whose interests may conflict with the interests of a Fund. In addition, a Fund may invest alongside third parties, including through partnerships, joint ventures or other similar arrangements, and such third parties may have larger ownership interests than a Fund or may otherwise share control with a Fund in the relevant Portfolio Companies. Such Portfolio Investments may involve additional risks in connection with such third-party involvement, including the possibility that a third party may have financial difficulties resulting in a negative impact on the Portfolio Investment, may have economic or business interests or goals that are inconsistent with those of a Fund or may be in a position to take (or block) action in a manner contrary to a Fund's investment objectives. In each such case, a Fund may not be in a position – either practically or contractually – to take action to protect the value of a Fund's Portfolio Investment in the entity. If any such third party were to default on its obligations with respect to the relevant Portfolio Company, the value of a Fund's interest in such Portfolio Company could be materially adversely affected. Although in many cases LGP expects a Fund to have control over, or significant influence on, the decision-making of joint ventures and other similar arrangements, certain decisions will require approval of all investors, including third parties. The cooperation among the investors on existing and future business decisions will be an important factor for the sound operation and financial success of these businesses. Disputes among joint owners do arise, and could have an adverse effect on the financial conditions or results of operations of these businesses and in some instances, give rise to indemnification or other expense for a Fund. In addition, a Fund may in certain circumstances be liable for the actions of third-party investors. In circumstances where third-party investors are involved in the management of a Portfolio Company, such third parties may receive compensation arrangements relating to such company, including incentive compensation arrangements. There can be no assurance that minority rights will be available or that such rights will provide sufficient protection of a Fund's interests.

Limited Number of Portfolio Investments; Sector Concentration. A Fund is expected to participate in a limited number of Portfolio Investments. In addition, Limited Partners may be excluded or excused from Portfolio Investments in certain situations. As a consequence, the number of Portfolio Investments in

which the Limited Partners participate will accordingly be limited, and the aggregate return to the Limited Partners may be substantially adversely affected by the unfavorable performance of even a single Portfolio Investment. If certain of a Fund's Portfolio Investments perform unfavorably, one or more of its other Portfolio Investments must perform very well in order for a Fund to achieve above-average returns. There can be no assurance that this will be the case. Also, a Fund's Portfolio Investments may be concentrated in a particular sector, issuer, industry or geographic region, with the result that the overall value of a Fund's Portfolio Investments will become more susceptible to adverse economic or business conditions affecting any such sector, issuer, industry or region. Furthermore, if a Fund invests alongside other private equity funds in which a Limited Partner is also invested, a Limited Partner may have exposure to investments through more than one Fund.

Illiquid and Long-Term Investments; Risks of Realization of Investments. Although Portfolio Investments by a Fund may generate some current income, the return of capital and the realization of gains, if any, from a Portfolio Investment generally will occur only upon the partial or complete disposition of such investment. While a Portfolio Investment may be sold at any time, it is not generally expected that this will occur for a number of years after the Portfolio Investment is made. Generally, a Fund expects that certain of its Portfolio Investments will not be, and are not expected to become, publicly traded. Portfolio Investments may consist of the most junior securities of a company with a complex capital structure, which are subject to the greatest risk of loss. Moreover, a Fund may engage in capital market transactions such as hedging or the purchase of derivative securities designed to reduce risk in respect of publicly traded Portfolio Companies, but such transactions also entail inherent risk. A Fund will generally not be able to sell securities publicly unless the sale is registered under applicable securities laws, or unless an exemption from such registration requirements is available.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies. Before making Portfolio Investments, LGP will typically conduct such due diligence as it deems reasonable and appropriate based on the facts and circumstances applicable to each Portfolio Investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties will be involved in the due diligence process to varying degrees depending on the facts and circumstances of the particular Portfolio Investment. Such involvement of third-party advisors or consultants may present a number of risks primarily relating to LGP's reduced control of the functions that are outsourced. In addition, if LGP is unable to timely engage third-party providers, their ability to evaluate and acquire more complex targets could be adversely affected. When conducting due diligence and making an assessment regarding a Portfolio Investment, the LGP will rely on the resources available, including information provided by the target of the investment and, in some circumstances, third-party investigations. The due diligence investigation that LGP carries out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, no such investigation will guarantee that a Portfolio Investment will be successful or ensure a return of invested capital.

Financial and Business Risk. Portfolio Investments made by a Fund will generally involve a significant degree of financial and business risk. Portfolio Companies may face competition, changing business or economic conditions or other developments that may adversely affect their performance. A Fund's investment portfolio will include securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Portfolio Companies may be highly leveraged and therefore may be more sensitive to declines in revenues, increases in expenses and adverse business, political or financial developments or economic factors such as a significant rise in interest rates, a severe downturn in the economy or deterioration in the condition of such companies or their industries. Certain of a Fund's

Portfolio Investments may be in businesses with little or no operating history. Business risks may be more significant in smaller Portfolio Companies or those that are embarking on a build-up or operating turnaround strategy. If, for any of these reasons, a Portfolio Company is unable to generate sufficient cash flow to meet principal or interest payments on its indebtedness or make regular dividend payments, the value of a Fund's investment in such Portfolio Company could be significantly reduced or even eliminated.

Reliance on Portfolio Company Management. LGP will monitor the performance of companies in which a Fund makes Portfolio Investments, generally through participation on, or interaction with, the board of directors (or equivalent body) of the company and by maintaining an ongoing dialogue with the company's management team. However, each Portfolio Company's management team will be primarily responsible for the operations of the company on a day-to-day basis. Although it is the intent of LGP for the Funds to invest in Portfolio Companies with strong operating management, there can be no assurance that the existing management team, or any new one, will be able to operate a Portfolio Company successfully. Additionally, Portfolio Companies may need to attract, retain and develop executives and members of their management teams. The market for executive talent can be extremely competitive. There can be no assurance that Portfolio Companies will be able to attract, develop, integrate and retain suitable members of their respective management teams, and a Fund may be adversely affected as a result.

Follow-On Investments. A Fund is permitted to make follow-on investments in or related to existing Portfolio Companies ("**Follow-On Investments**") or have the opportunity to increase its investment in such Portfolio Companies (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There can be no assurance that a Fund will wish to make Follow-On Investments or that a Fund will have sufficient available capital or capacity under any credit agreements to, or be permitted to, make such investments. Any decision not to make Follow-On Investments, or a Fund's inability to make them, may have a substantial negative effect on a Portfolio Company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made), may result in missed opportunities for a Fund, may result in dilution of a Fund's Portfolio Investment and may diminish a Fund's ability to influence such Portfolio Company's future development.

Toehold Investments. While not a primary focus of a Fund's strategy, a Fund may accumulate minority positions in the outstanding debt securities or in voting stock, or securities convertible into the voting stock, of a potential Portfolio Company. While LGP will seek to achieve such accumulation through open market purchases, registered tender offers, negotiated transactions or private placements, LGP may be unable to accumulate a sufficiently large position in a Portfolio Company to execute its strategy. In such circumstances, a Fund may dispose of its position in the Portfolio Company within a short time of acquiring it; there can be no assurance that the price at which the Fund can sell such securities will not have declined since the time of acquisition. Moreover, this may be exacerbated by the fact that securities of the companies that a Fund may target may be thinly traded and that the Fund's position may nevertheless have been substantial, although not controlling, and its disposal may depress the market price for such securities.

Risk of Investments in Less Established Companies. A Fund may invest a portion of its assets in the securities of less established companies. Investments in such less established companies may involve greater risks than are generally associated with investments in more established companies. To the extent there is any public market for any such securities held by a Fund, such securities may be subject to more abrupt and erratic market price movements than those of larger, more established companies. Less established companies tend to have lower capitalizations and fewer resources and may face intense

competition, including from companies with greater financial resources, more extensive development, marketing and service capabilities, and a larger number of qualified managerial and technical personnel. Such companies are therefore often more vulnerable to financial failure. Such companies also may have shorter operating histories on which to judge future performance and, if operating, may have negative cash flow. Any such Portfolio Investment should be considered highly speculative and may result in the loss of a Fund's entire investment therein. There can be no assurance that any such losses will be offset by gains (if any) realized on a Fund's other Portfolio Investments.

Impact of Government Regulation and Reform. The SEC has proposed and enacted significant rules that will impact the business of the Firm and the Funds. In particular, the SEC has adopted a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose and/or adopt additional rules in the future. Such current and future rulemaking is expected to materially impact LGP and its affiliates, the Funds and/or their investments. In addition, the Funds are expected to bear significant increased costs as a result of such rules, including costs relating to investor reporting and disclosures. Significant time and resources are expected to be required to comply with the new regulations, which potentially will detract from the time and resources dedicated to the Funds. Certain rules are or may become subject to legal challenge from private fund industry groups and others, and to the extent such legal challenges are successful, investors will not be afforded some or all of the protections provided by these rules.

U.S. Taxation of Carried Interest. U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Funds or their general partners as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset that generated such gain for more than three years. This creates potential incentives for LGP to cause a Fund to hold investments for a longer period than would be the case if such greater-than-three-year holding period requirement did not exist. Additionally, Congress has considered proposed legislation that would treat certain income allocations to service providers by partnerships such as the Funds or their general partners (including any carried interest) as ordinary income for U.S. federal income tax purposes that under current law are treated as an allocation of the partnership's income (and which may be taxed at lower rates than ordinary income or as earned income subject to self-employment tax). Such rules, as well as any such legislation that may be enacted in the future, could apply to reduce the after-tax returns of individuals associated with a Fund, its general partner, or LGP who were or may in the future be granted direct or indirect interests in carried interest, which may adversely affect the relevant general partner and its affiliates to incentivize, attract and retain individuals to perform services for a Fund.

Risks Related to Non-U.S. Investments. A Fund may invest a portion of its aggregate capital commitments in Portfolio Companies based outside of the United States and in Portfolio Companies based in the United States that have material operations, subsidiaries, sales or other economic exposure outside of the United States. Investments in such companies involve certain factors not typically associated with investing in wholly domestic companies, including risks relating to: (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar and the various non-U.S. currencies in which a Fund's non-U.S. Portfolio Investments are denominated (which could result in changes to the values, in U.S. dollar terms, of a Fund's Portfolio Investments), and costs associated with conversion of investment principal and income from one currency into another; (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which a Fund invests; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between the U.S. and non-U.S. securities markets, including potential price volatility in and relative illiquidity of some non-U.S. securities markets; (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less government supervision

and regulation; (vi) certain economic, social and political risks, including potential exchange control regulations and restrictions on non-U.S. investment and repatriation of capital, the risks of war, terrorism and political, economic, or social instability, including the risk of sovereign defaults, civil unrest, regulatory change, expropriation, protectionist economic policies, confiscatory taxation and the imposition of withholding or other taxes on dividends, interest, capital gains, other income or gross sale or disposition proceeds; (vii) the possible imposition of non-U.S. taxes on income, gains and gross sales or other proceeds recognized with respect to such securities or instruments, including as a result of the loss of tax treaty benefits that were expected at the time of investment; (viii) differing and potentially less developed or less tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors; (ix) differences in the legal and regulatory environment, including potentially enhanced legal and regulatory compliance burdens; (x) political or public hostility to investments by foreign or private equity investors; and (xi) less publicly available information.

LIBOR and other Benchmark Rates. To the extent that a Fund's investments, borrowing facilities, hedging activities, or other assets or structures are tied to interest rates based on the London Interbank Offered Rate ("LIBOR") or other benchmark or reference rates (each, a "**Benchmark Rate**"), the Fund may be subject to certain material risks, including the risk that a Benchmark Rate is terminated, ceases to be published or otherwise ceases to be broadly used by the market. Regulators, central banks, governments and other market participants are working to facilitate the transition of existing instruments and contracts away from LIBOR to new Benchmark Rates, and any such transition includes the potential to: increase volatility or illiquidity in markets; cause delays in or reductions to financing options for the Funds and their Portfolio Companies; increase the cost of borrowing; reduce the value of certain instruments or the effectiveness of certain hedges; cause uncertainty under applicable legal documentation; or otherwise impose costs and administrative burdens relating to factors that include document amendments and changes in systems. Future transitions to and from Benchmark Rates have the potential to have similar effects.

General Economic Conditions. The success of a Fund's activities will be affected by general economic and market conditions, such as overall rates of growth and demand for Portfolio Company products and services, interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of a Fund's Portfolio Investments), trade barriers, currency exchange controls, and national and international political, environmental and socioeconomic circumstances (including wars, terrorist acts or security operations). The financial condition of the Firm may be adversely affected by a significant general economic downturn and it may be subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on the Firm's business and operations and thereby could impact a Fund. Moreover, a sustained downturn in the U.S. or global economy (or any particular segment thereof) or weakening of credit markets could adversely affect a Fund's profitability, impede the ability of a Fund's Portfolio Companies to perform under or refinance their existing obligations, and impair a Fund's ability to effectively exit Portfolio Investments on favorable terms. Any of the foregoing events could result in substantial or total losses to a Fund in respect of certain Portfolio Investments, which losses will likely be exacerbated by the presence of leverage in a particular Portfolio Company's capital structure. To the extent that any Portfolio Companies are dependent on corporate debt markets, any market turmoil, coupled with the threat of an economic slowdown, as well as a perceived increase in counterparty default risk, may have an adverse impact on the availability of credit to businesses generally, which in turn may adversely affect or restrict the ability of such Portfolio Companies to raise or refinance debt capital or the ability of a Fund to sell or liquidate Portfolio Investments at favorable times or at favorable prices or which otherwise may have an adverse

impact on the business and operations of a Fund, restrict a Fund's investment activities and impede a Fund's ability to effectively achieve its investment objective.

Financial Institution Risk; Distress Events. An investment in a Fund is subject to the risk that one or more of the Fund's banks, brokers, hedging counterparties, lenders to or other custodians of some or all of the Fund's assets (each, a "**Financial Institution**") fails to perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty (each, a "**Distress Event**"). Distress Events can be caused by various factors, including eroding market sentiment, significant withdrawals (e.g., a bank run in which depositors collectively withdraw their balances within a short period of time), fraud, malfeasance, poor performance or accounting irregularities. In the event a Financial Institution experiences a Distress Event, LGP, the Funds and/or their Portfolio Companies may not be able to access deposits, borrowing facilities or other services for an extended period of time or ever. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the Federal Deposit Insurance Corporation, in the case of banks, or the Securities Investor Protection Corporation, in the case of certain broker-dealers, amounts in excess of the relevant insurance (including Fund assets maintained with qualified custodians pursuant to Rule 206(4)-2 under the Advisers Act) are subject to risk of loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. Although in recent years governmental intervention has resulted in additional protections for depositors, there can be no assurance that governmental intervention will be successful or avoid the risk of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of LGP to manage the Funds and their Portfolio Investments, and on the ability of LGP, any Fund and/or Portfolio Companies to maintain operations, which in each case could result in significant losses and unconsummated investment acquisitions and dispositions. Although LGP seeks to do business with Financial Institutions it believes are creditworthy and capable of fulfilling their respective obligations to the Funds, LGP is under no obligation to use a minimum number of Financial Institutions with respect to any Fund or to maintain account balances at or below the relevant insured amounts. Furthermore, such balances maintained by LGP and the Funds are generally expected to fluctuate, including with respect to the Funds in connection with capital calls to limited partners and dispositions of investments, and certain balances will substantially exceed applicable deposit insurance.

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

As a result of the onshoring of EU legislation in the UK, UK firms are currently subject to many of the same rules and regulations as prior to Brexit. However, the UK government has stated its intention to recast onshored EU legislation as part of UK legislation and regulation, which could result in substantive changes to regulatory requirements in the UK. It remains to be seen to what extent the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time. It is possible that the EU may respond to UK initiatives by restricting third-country access to

EU markets. If the regulatory regimes for EU and UK financial services change or diverge further, this could have an adverse impact on any Fund and its investments, including the ability of a Fund to achieve its investment objectives in whole or in part (for example, owing to increased costs and complexity and/or new restrictions in relation to cross-border access between the EU and non-EU jurisdictions). There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty and disruption generally resulting from Brexit may adversely affect both EU- and UK-based businesses, including LGP and Portfolio Companies, as applicable. Brexit has already led to disruptions in trade as businesses attempt to adapt cross-border procedures and rules applicable in the UK and in the EU to their activities, products, customers, and suppliers. Continuing uncertainty and the prospect of further disruption may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

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

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

Financial Market Fluctuations. General fluctuations in the market prices of securities and interest rates may adversely affect the value of the Portfolio Investments held by a Fund. Volatility and instability in the securities markets may also increase the risks inherent in a Fund’s Portfolio Investments. The ability of Portfolio Companies to refinance debt securities may depend on their ability to obtain financing, including by selling new securities in the high-yield debt or bank financing markets. Any downturn in global credit

markets may make it difficult for a Fund to obtain favorable financing terms for its Portfolio Investments. Any deterioration of the global debt markets (particularly the U.S. debt markets), any possible future failures of certain financial services companies and a significant rise in market perception of counterparty default risk, interest rates or taxes will likely significantly reduce investor demand and liquidity for investment grade, high-yield and senior bank debt, which in turn is likely to lead some investment banks and other lenders to be unwilling or significantly less willing to finance new investments or to only offer committed financing for investments on less favorable terms than had been prevailing in the recent past. A Fund's ability to generate attractive investment returns for its Limited Partners may be adversely affected to the extent the Fund is unable to obtain favorable financing terms for its Portfolio Investments. Any market turmoil, as well as a perceived increase in counterparty default risk, may have an adverse impact on the availability of credit to businesses generally and may lead to an overall weakening of the U.S. and global economies, which in turn may adversely affect or restrict the ability of the Fund to sell or liquidate Portfolio Investments at favorable times or at favorable prices or otherwise have an adverse impact on the business and operations of the Fund.

Trade Policy. Trade conflicts between the United States and certain foreign countries have recently intensified. The U.S. government has altered its approach to international trade policy, indicating its intent to renegotiate, or potentially terminate, certain existing bilateral or multilateral trade agreements and treaties with foreign countries and imposing, or threatening to impose, tariffs on certain foreign goods. Some foreign governments, including the Chinese government, have instituted, or threatened to institute, retaliatory tariffs on certain U.S. goods. The continuation or further intensification of such conflicts may lead to the introduction of additional barriers to trade, an increase in the cost of certain goods, a decrease in trade volume, supply chain disruptions, shifts in consumer sentiment and/or a general decrease in corporate profits and securities prices in both public and private markets, any of which could have an adverse impact on the performance of a Fund's investments and returns to Limited Partners.

Investment in Distressed Portfolio Companies. A Fund may make Portfolio Investments in instruments or restructurings that involve companies that are experiencing or may experience severe financial difficulties. These financial difficulties may never be overcome and may cause such companies to become subject to bankruptcy or other insolvency proceedings. Such Portfolio Investments could, in certain circumstances, subject a Fund to certain additional potential liabilities, which may exceed the value of a Fund's original investments therein. For example, under certain circumstances, a lender who has inappropriately exercised control of the management and policies of a debtor may have its claims subordinated, or disallowed, or may be found liable for damage suffered by parties as a result of such actions. In addition, under circumstances involving a company's insolvency, payments to a Fund and distributions by a Fund to the Limited Partners may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, a preferential payment, or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, Portfolio Investments in restructurings may be adversely affected by local statutes relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise potential claims.

Risk of Publicly Traded Securities. A Fund may have the ability to invest in publicly traded securities, and a Fund's investment portfolio may also include securities issued by formerly privately held Portfolio Companies that have consummated initial public offerings. Such holdings are subject to the risks present in investing in publicly traded securities, including the risk of loss from counterparty defaults and the risks arising from the volatility of the global fixed income and equity markets. In addition, public companies

may be subject to public reporting requirements that could have a significant impact on the valuation of their shares on any given trading day.

Recycling; Reinvestment. The Funds have the right to recall certain distributed amounts, including in respect of returned fees and expenses and returned capital, as provided in the applicable partnership agreements. Accordingly, during the term of a Fund, a Limited Partner may be required to make capital contributions in excess of its capital commitment. Any such reinvestment would limit early distributions to Limited Partners, and to the extent such recalled or retained amounts are reinvested in Portfolio Companies, a Limited Partner will remain subject to the investment and other risks associated with such Portfolio Companies. As a result, reinvestment could increase the risk of investing in a Fund. Additional investments due to recycling have the potential to increase investment returns to Limited Partners (and reduce the effective burden of management fees assessed on the basis of commitments during the investment period) to the extent such investments are profitable; however, there can be no assurance that any such investment will have a positive return. Further, any such additional investments will have the effect of increasing the management fee borne by Limited Partners following the investment period, and as a result the applicable general partner may face a conflict of interest with respect to such additional investments as noted under Item 6 above.

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

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include LGP, the general partners, the Funds and/or their Portfolio Companies.

Cyber-Security Breaches and Identity Theft. The Firm and its Portfolio Companies’ information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the Firm has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Firm, a Fund or a Portfolio Company may incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems or of disaster recovery plans for any reason could cause significant interruptions in the operations of the Firm, a Fund or a Portfolio Company and could result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal

information relating to investors in a Fund (and the beneficial owners of such investors). Such a failure could harm the reputation of the Firm, a Fund or a Portfolio Company and could subject such entities and their respective affiliates to legal claims or otherwise affect their business and financial performance. Similar types of operational and technology risks are also present for the service providers to the Firm, the Funds and the Portfolio Companies, which could have material adverse consequences for the Firm, a Fund or a Portfolio Company and may cause the Portfolio Investments to lose value.

Capital Calls and Use of Revolving Credit Facilities. A Fund may make investments with proceeds from drawdowns under one or more revolving credit facilities (the collateral for which can be, for example, the undrawn capital commitments of investors, i.e., subscription lines) prior to calling capital commitments. The interest expense and other costs of any such borrowings will be borne by the applicable Fund and, accordingly, may decrease net returns of such Fund. A Fund's use of borrowed funds will impact the calculation of net performance metrics (e.g., IRR and multiple of invested capital) as these calculations generally depend on the amount and timing of capital contributions and will generally make net IRR and net multiple of invested capital calculations higher than they would be without fund-level borrowing. A portfolio company financing from a subscription line, rather than from a Fund-level equity commitment, has the potential to increase such returns, particularly in instances where the relevant amount has been drawn for an extended period of time. Accordingly, the Firm has an incentive to fund the acquisition and ongoing capital needs of Portfolio Investments and a Fund with the proceeds of such borrowings in lieu of drawing down investor commitments on a long-term basis, although such incentive is mitigated, in part, by the reduction in carried interest that would result from such actions. In addition, because amounts borrowed under a subscription line typically are secured by pledges of the relevant general partner's right to call capital from the Limited Partners, such Limited Partners may be obligated to contribute capital on an accelerated basis if a fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder.

In other circumstances, the use of Fund-level borrowing can increase the base of a Fund's management fee calculation, such as during periods where management fees are based in whole or in part on an acquisition cost that includes a borrowing component. Because management fees are incurred whether an investment is financed through capital calls or borrowings, and a Fund's preferred return typically does not accrue on outstanding borrowings, the relevant general partner has an incentive to cause the Fund to make investments and/or pay such amounts using a subscription line rather than making capital calls. The use of Fund-level borrowing arrangements, and the repayment or non-repayment thereof, can also influence the determination at the end of a Fund's investment period, and cause or defer a related change in the basis of the relevant Fund's management fee calculation under the applicable Fund's governing documents.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows a general partner to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the relevant general partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio. A single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. A general partner is authorized to use Fund-level borrowing to pay management fees and to reimburse LGP for expenses incurred on behalf of the relevant Fund. A Fund is also permitted to utilize Fund-level borrowing when a general partner expects to repay the amount outstanding through means other than limited partner capital, including as

a bridge for equity or debt capital with respect to an investment. If a Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

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

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

Secondaries and other GP-Led Transactions. There continues to be a significant market for secondary sales, GP-led transactions, continuation funds, successor fund investments and other transactions. Many of these transactions involve an auction process run by an investment bank and a buyer (or buyer group) that agrees to purchase all or a portion of one or more investments that will continue to be managed by the existing adviser following the transaction. Such transactions are permitted to be undertaken for various reasons, including, for example, to balance competing interests between offering liquidity to existing limited partners and maintaining exposure to an asset where the existing adviser believes there is the potential for additional value generation. Where undertaken, existing limited partners typically are offered certain options relating to receiving liquidity from the transaction or continuing to maintain exposure to the asset, assets or a new portfolio of assets (including a portfolio that combines assets from

multiple funds sponsored by the existing adviser and its affiliates) often on different terms than their original investment in the Fund. However, certain of such transactions are expected to involve: a limited partner investing (or being required to invest) additional capital in the existing fund and/or other investment vehicles; a greater exposure to one or more particular portfolio companies; and/or a delay in the full liquidation of the Fund's investment. In other circumstances, even limited partners that elect to continue to hold a direct or indirect interest in the relevant portfolio company will have their interest adjusted as if distributed (i.e., a portion of such interest will be allocated to the relevant general partner to the extent of its right to receive carried interest, if any), effectively diluting their interests.

Each of these transactions, if undertaken by LGP, has the potential for conflicts between the interests of a Fund or Limited Partner and those of LGP or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where LGP or an affiliate will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction, their incentives are expected to diverge from those of Limited Partners who elect to sell their interests. Similarly, there are potential conflicts of interest among the selling Fund, LGP, the relevant general partner and any buyer group relating to the valuation and consideration offered for the subject investment(s). Furthermore, the relevant general partner is expected to be incentivized, including through the possibility of receiving additional compensation, to make investments in Portfolio Companies with the view of holding such investments for longer periods of time or to make investments that it would not otherwise have made if the possibility of liquidity through a secondary transaction did not exist. Where co-investors historically have been invested in an investment subject to such a transaction, there can be no assurance that they will receive the same liquidity or other options as Limited Partners in the relevant Fund, and in such circumstances LGP reserves the right to compel co-investors to receive cash or continue to hold an interest in the relevant investment. In other circumstances, certain Limited Partners will not be permitted to continue to maintain exposure to the asset(s) due to a lack of eligibility to invest in a continuation vehicle under relevant securities, tax or other considerations. Although relevant potential conflicts of interest are disclosed to Limited Partners and/or the relevant Advisory Committee(s) prior to the closing of the transaction, there can be no assurance that LGP will successfully identify all conflicts of interest or resolve or mitigate all such conflicts of interest in favor of Fund or any individual Limited Partner or group of Limited Partners. However, LGP reserves the right, in its sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant governing documents.

Investments in GP-Led Secondaries. LGP expects in the future to sponsor a Fund that will seek to invest primarily in continuation vehicles (including single-asset continuation vehicles) that are sponsored by other alternative asset managers. Any such strategy would involve additional risks and conflicts that are not applicable to LGP's existing Funds, including that such new Fund would generally not have any ability to negotiate material terms with respect to interests in underlying funds or direct investments invested in through secondary market transactions. Furthermore, the overall performance of an underlying portfolio fund or direct investment acquired through a secondary transaction would depend in large part on investment decisions and other operational matters at the portfolio company level that would be outside the control or influence of LGP. To the extent such a Fund invests in single-asset continuation vehicles and/or makes a limited number of investments, the performance of any one asset could significantly impact the overall performance of the Fund.

Social Media and Publicity Risk. The use of social networks, message boards, internet channels and other platforms has become widespread within the United States and globally. As a result, individuals now have the ability to rapidly and broadly disseminate information or misinformation, without independent or

authoritative verification. Any such information or misinformation regarding LGP, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

No guarantee or representation is made that a Fund will achieve its investment objective or that Limited Partners will receive a return of their capital. All investing involves a risk of loss and the investment strategy offered by LGP could lose money over short or even long periods.

The preceding discussion identifies only some of the potentially applicable risks. Each Fund's confidential offering materials include a more detailed description of the relevant risks.

Item 9: Disciplinary Information

Not applicable.

Item 10: Other Financial Industry Activities and Affiliations

Neither LGP, its partners nor any of its employees is registered, or has an application pending to register, as a broker-dealer or as a registered representative of a broker-dealer.

Neither LGP, its partners nor any of its employees is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator, commodity trading advisor, or is an associated person of any of the above.

LGP organizes and sponsors the Funds. Affiliates of LGP serve as general partners (or in an analogous capacity) of, and control, the Funds. All such affiliated entities are registered investment advisers in accordance with SEC guidance under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), pursuant to the registration of Leonard Green & Partners, L.P. as an investment adviser with the SEC. These affiliated entities operate as a single advisory business collectively with LGP and share common owners, officers, members and employees. All of these affiliated entities are under common control and subject to LGP's code of ethics and Advisers Act compliance program pursuant to the requirements of the Advisers Act. LGP or its affiliated entities are responsible for all decisions regarding portfolio transactions of the Funds and generally have full discretion over the management of the Funds' investment activities in accordance with the Funds' governing documents.

Partners and employees of LGP serve as directors of certain Portfolio Companies and, in that capacity, will be required to make decisions that consider the best interests of such Portfolio Companies and their respective shareholders. In certain circumstances, for example in situations involving bankruptcy or near-insolvency of a Portfolio Company, actions that may be in the best interests of the Portfolio Company may not be in the best interests of the Funds, and vice versa. Accordingly, in these situations, there will be conflicts of interest between such individual's duties as an employee of LGP and such individual's duties as a director of such Portfolio Company.

For a description of certain material conflicts of interest created by these relationships, please see Item 11 below.

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

Code of Ethics

LGP has adopted a code of ethics policy (the “**Policy**”) that establishes standards of ethical conduct for its employees and sets forth policies and procedures for addressing potential conflicts of interest that may arise between LGP’s personnel and the Funds. The Policy describes employees’ standard of conduct and fiduciary duties and governs personal trading by its employees and their household family members. The Policy is based on the principle that LGP owes a fiduciary duty to its clients and that all of LGP’s personnel must therefore avoid any activities, interests or relationships that might present an actual or potential conflict of interest with LGP’s clients or otherwise interfere with LGP’s ability to make decisions in the best interests of its clients. Among other things, the Policy addresses personal trading activities, receipt of gifts and business entertainment, outside business activities and political contributions.

In the ordinary course of its business, LGP will come into possession of material non-public information relating to public and private companies. The Policy requires LGP to maintain a “Restricted List” of companies in whose securities LGP’s personnel are prohibited from trading because LGP may be in possession of material non-public information concerning the company. LGP’s employees are required to report all of their personal holdings in securities and personal securities transactions to LGP’s CCO on a quarterly basis. In addition, LGP personnel are required to pre-clear any personal securities transaction they may wish to make in (i) any securities issued in an initial public offering or private placement, (ii) any securities issued by a company on the Restricted List, and (iii) any securities of issuers whose market capitalization is less than \$7 billion.

LGP’s personnel are also prohibited from giving or receiving gifts or business entertainment that might call into question the exercise of such person’s ability to exercise independent judgement on behalf of LGP’s clients. Under the Policy, gifts and business entertainment that exceed certain thresholds must be pre-cleared with LGP’s CCO. LGP’s personnel are also required to pre-clear any outside business activities they may wish to engage in and any political contributions they may wish to make.

LGP’s employees must certify annually that they have read and agree to comply in all respects with the Policy and that they have disclosed or reported all personal securities transactions, holdings and accounts required to be disclosed or reported by the Policy.

The paragraphs above only represent a summary of key provisions in the Policy. LGP will provide a copy of the Policy to any prospective client, any client or any investor the Funds upon request. Current Limited Partners may contact LGP’s Chief Compliance Officer, Andrew Goldberg, at (310) 954-0436 for more information about of LGP’s Policy.

Conflicts

A Fund may encounter certain potential material conflicts of interest, including those discussed below. The following discussion does not necessarily describe all of the conflicts that may be faced by a Fund. Other conflicts are described in each Fund’s governing documents and related private placement memoranda. The applicable Fund’s governing documents and related private placement memoranda should be read in their entirety for a description of other potential conflicts.

LGP and its affiliates will attempt to resolve any conflicts in good faith and in accordance with any applicable contractual provisions, but there can be no assurance that conflicts of interest or the actions taken by LGP or its affiliates in attempting to resolve such conflicts of interest will not have an adverse effect on any one or all Funds and/or indirectly on Limited Partners. There can be no assurance that the return of a Fund participating in a transaction 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 conflicts not existed.

Certain transactions may involve conflicts of interest between LGP and the Funds or among Funds. To address potential conflict of interest transactions (among other matters), the general partner of each Main Fund and Continuation Fund is required to establish an Advisory Committee comprised of selected individual representatives of the Fund's Limited Partners. These individuals are not elected by nor do they owe legal duties (other than as set forth in the governing agreements of the applicable Fund and to the extent required by applicable law) to the other Limited Partners in the Fund. A Fund's Advisory Committee generally does not have any power to approve or disapprove investments, although it is empowered to review and approve transactions to the extent such transactions entail a conflict of interest or an exception to certain strategy specific, percentage-based or similar limitations set forth in a Fund's governing agreement. However, the members of the Advisory Committee of a Fund may disproportionately represent one or more of the entities or categories of Limited Partners comprising such Fund. Additionally, the composition of the Advisory Committee of a Fund may have substantial overlap with the composition of the Advisory Committee of another Fund, which could lead to conflicts of interest if there are transactions between such Funds that require Advisory Committee consent or approval. Pursuant to the applicable Fund's governing documents, any such approval by the Advisory Committee will be binding upon all Limited Partners.

Related Person Investment

LGP and/or one or more of its affiliated entities makes an investment in each Main Fund and Continuation Fund by agreeing to commit a certain percentage of the Fund's total capital commitments or a specified dollar amount set out in the Fund's governing documents. As described in Item 5 above, this investment has in the past, and may in the future, be made in each Main Fund by way of a reduction in the management fees otherwise payable to LGP. In addition, LGP typically organizes Co-Investment Vehicles in which Executive Investors invest alongside the Main Fund on an investment-by-investment basis, and LGP has in the past organized (and reserves the right to organize in the future) parallel investment vehicles in which junior investment professionals invest alongside the Main Fund on an investment-by-investment basis. Investors in such Co-Investment Vehicles generally do not pay any management fees or performance-based fee, but such co-investments will be acquired and sold on substantially the same terms as the corresponding investment by the relevant Main Fund. Therefore, LGP, its employees, and past and present Portfolio Company related persons can and frequently do participate in transactions effected for the Funds.

Side Letters

LGP, the Funds or the general partners of the Funds have in the past, and will likely in the future, pursuant to the Funds' governing agreements, enter into separate agreements or arrangements, commonly referred to as "**Side Letters**," with a particular Limited Partner in connection with its admission to one of the Funds without the approval of any other Limited Partner, which in certain circumstances have the effect of establishing rights under or supplementing the terms of the applicable Fund's governing documents with respect to such Limited Partner in a manner more favorable to such Limited Partner than those applicable to other Limited Partners. Such rights or terms in any such Side Letter or other similar agreement generally include, without limitation, rights related to (i) transfers, (ii) excuse from particular types of investments, (iii) disclosure obligations of the investor or the general partner of the applicable Fund, (iv) participation in, and terms of, co-investment opportunities, and (v) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of an investor. Other Limited Partners

are generally not notified of any Side Letters until after the final closing and may not have the ability to receive similar rights, depending on the terms of their Side Letter, the governing agreements or the applicable Fund and the amount of their relative capital commitments.

As a result of certain Side Letters, Limited Partners holding the same Fund interests could have different returns and will receive different information, depending on any arrangements applicable to a given investor's interest. In addition, if LGP enters into a Side Letter entitling an investor to be excused or excluded from a particular investment, (i) any election to be excused or excluded by such investor will increase the percentage interest of other investors in, and contribution obligations of other investors with respect to, future investments, and reduce the overall size of a Fund and/or (ii) a Fund's ability to consummate certain investments may be inhibited. Any co-investment rights granted to a Limited Partner in a Side Letter or other similar agreement may result in fewer co-investment opportunities (or reduced or no allocations) being made available to other investors.

Conflicts Related to Purchases and Sales Between Funds

Investments made by one Fund in a Portfolio Company in which another Fund then holds an investment may present conflicts of interest, including determinations of whether existing investors are receiving a price that is higher or lower than market value or purchasing securities with terms that are more or less favorable than the prevailing market terms. To mitigate these potential conflicts, the applicable general partners will typically seek approval for such a transaction from each affected Fund's Advisory Committee, and may also obtain a fairness opinion from an investment banking or appraisal firm.

LGP has entered, and may in the future enter, into a cross transactions between Funds (a "**cross-fund transaction**"). Cross-fund transactions may occur, for example, in connection with the launch of a continuation fund or otherwise. Further, cross-fund transactions are expected to arise in the context of automatic or other re-balancing of investments among parallel investing entities or in the context of selling warehoused investments to certain Funds, and in such circumstances LGP generally will not seek a fairness opinion or advisory committee consent given that such transactions typically are effected close in time to the initial Fund's investment or pursuant to authorizing provisions in the relevant governing documents. In the event that LGP does execute a cross-fund transaction between Funds, LGP shall seek to ensure that such transaction and any related disclosures are made consistent with the applicable governing documents and applicable laws (including obtaining any requisite approvals thereunder) and LGP's policies and procedures.

LGP does not as a general practice recommend that the Funds invest in other Funds or companies in which LGP or its affiliates have a material ownership interest.

For strategic and other reasons, a Co-Investment Vehicle may in the future purchase a portion of an investment from a Fund after such Fund has consummated its investment in the Portfolio Company. Any such purchase from a Fund by a Co-Investment Vehicle generally would occur shortly after the Fund's completion of the investment (also known as a post-closing sell down or transfer) to avoid any changes in the valuation of the investment, but in certain instances could be well after the Fund's initial purchase. The participants in the Co-Investment Vehicle (other than the Funds) are generally charged interest on the purchase to compensate the applicable Funds for related costs for the applicable holding period. However, to the extent any such amounts are not so charged or reimbursed (including charges or reimbursements required pursuant to applicable law), they generally will be borne by the relevant Fund.

Co-Investment Opportunity Allocations

LGP may at any time, in its sole discretion, based upon the facts and circumstances of a particular investment opportunity, offer certain co-investment opportunities. Furthermore, LGP or its related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as a co-sponsor. LGP will generally allocate such opportunities in accordance with the governing documents of the relevant Funds and in a manner that it believes to be appropriate on an equitable basis.

In order to facilitate the acquisition of a Portfolio Company, a Fund reserves the right to make (or commit to make) an investment in the company with a view to selling a portion of the investment to co-investors or other persons prior to or following the closing of the acquisition. In such event, the relevant Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms, including for example the risk that a portion of the investment will be syndicated at reduced cost, at cost, or at a lower amount at a time when the general partner believes the value of such investment has appreciated or should be higher than that paid (or willing to be paid) by a co-investor. To the extent such a syndication is made, the general partner's interest in limiting the Fund's exposure to a given investment while providing a potential benefit to co-investors investing at such lower values will give rise to a potential conflict of interest. As a consequence of a failed co-investment syndication process or a co-investment syndication on unattractive terms, the relevant Fund would be required to (i) bear the entire portion of any break-up, topping or other fees, costs and expenses related to such investment (including the proportionate share of such amounts that were expected to have been borne by co-investors), (ii) hold a larger-than-expected investment in such Portfolio Company, (iii) receive less-than-fair-market value for the syndicated portion of the investment and/or (iv) be diluted or realize lower than expected returns from such investment.

Limited Partner Co-Investors

Where possible and appropriate, LGP expects to, but is under no obligation to, provide co-investment opportunities to Limited Partners of the Funds, and such opportunities are typically offered only to a certain subset of such Limited Partners. Allocation of such co-investment opportunities will generally be made by LGP based on one or more of the following considerations, as determined by LGP: (i) the size of Limited Partners' capital commitments to the applicable Fund; (ii) Limited Partners' expressed interest in co-investment opportunities (including the extent to which Limited Partners expressing such an interest have already been offered the opportunity to participate in co-investments alongside the relevant Fund, if deemed relevant by LGP with respect to such opportunity); (iii) the appropriateness of a particular co-investment in light of an investor's co-investment preferences and capabilities, including a Limited Partner's target investment size, its ability to commit to and fund an investment reliably and in a timely manner, and any timing constraints applicable to such investment; (iv) Limited Partners' ability to commit to a significant portion of such opportunity and/or to potentially provide other strategic capital (e.g., debt financing for the transaction or Portfolio Company), if deemed relevant by LGP with respect to such opportunity; (v) the potential for a Limited Partner (or, in certain cases, a prospective third-party co-investor) to provide strategic value (e.g., in connection with the relevant investment, by having relevant experience in the sector or existing relationships with management or other relevant parties, or through the potential to assist in the sourcing of future investment opportunities), if deemed relevant by LGP with respect to such opportunity; (vi) operational considerations that may limit the number of Limited Partners to which a particular co-investment opportunity may be offered and (vii) formal or informal constraints on a Limited Partner's ability to participate in co-investments or particular categories of co-investments, if deemed relevant by LGP with respect to such opportunity. Any surplus may then be offered to other Limited Partners taking into account all factors deemed relevant by LGP. The terms of any co-investment in which a Limited Partner participates generally differ from those of the applicable Fund, including with

regard to fees and carried interest, if any, that are charged. For the avoidance of doubt, subject only to any applicable provisions in a Fund's governing documents, LGP is under no obligation to offer co-investment opportunities to a Fund's Limited Partners on a pro rata basis or otherwise.

Executive Investors

LGP typically offers a small percentage of each investment opportunity as a co-investment to certain current and former executives of public and private companies, key executives and advisors to current and former Portfolio Companies, industry relationships and similar individuals who, in LGP's judgment, may add value to activities of the Funds by virtue of their association with the Funds, their investment sectors and/or their investments (such individuals, "**Executive Investors**"). The terms of Co-Investment Vehicles in which Executive Investors participate may differ from those of the applicable Main Fund, including that Executive Investors bear no carried interest or management fees, but such co-investments will be acquired and sold on substantially the same terms as the corresponding investment by the relevant Fund.

Other Co-Investors

Additionally, LGP expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships and the timing of services these persons have the potential to have information advantages relative to other investors or co-investors.

Current Limited Partners may contact LGP's Chief Compliance Officer, Andrew Goldberg, at (310) 954-0436 for more information about the allocation of co-investment opportunities.

Diverse Membership

The investors in the Funds include U.S. taxable and tax-exempt entities, and institutional investors 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. As a consequence, conflicts of interest may arise in connection with decisions made by LGP, 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, LGP 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 Portfolio Companies and Investors

Given the collaborative nature of LGP's business and the Portfolio Companies in which the Funds have invested, there are situations where LGP is in the position of recommending Portfolio Company services to other Portfolio Companies. LGP may have a conflict of interest in making such recommendations, in that LGP has an incentive to increase revenue at its Portfolio Companies and 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 available (or at the best available price) to the Portfolio Companies held by the Funds.

LGP and its employees also receive certain benefits, such as discounts on products or services from companies in which a Fund holds a significant ownership interest. LGP and its personnel can be expected to receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of the Funds that will not be subject to the management fee offset or otherwise shared with the Funds and/or Portfolio Companies. For example, airline travel or hotel stays incurred as an account expense, or use of a corporate credit or debit card, typically result in cash rebates, “miles,” “points” or credit in loyalty/status programs, and such benefits and/or amounts will, whether or not de minimis or difficult to value, inure exclusively to LGP and/or such personnel (and the Funds and/or Portfolio Companies) even though the cost of the underlying service is borne by the Funds and/or Portfolio Companies.

Conflicts Related to Fee Structure

Because there is a fixed investment period after which capital from Limited Partners may only be drawn down in certain limited circumstances, and LGP’s management fee is based upon capital invested by the Main Funds, an incentive exists to deploy capital when LGP may not otherwise have done so.

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

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

LGP’s wide-ranging authority on the determination of Impaired Value Investments, and the criteria used by the relevant general partner or its affiliates in valuing an investment, or determining whether an investment is an Impaired Value Investment, have the potential to be subjective, to be influenced by market information and other factors and to vary over time. There can be no assurance that a third party or investor would agree with the substance or timing of the relevant general partner’s determination that an investment is an Impaired Value Investment, and except as set forth in the governing documents, neither the general partner nor its affiliates is obligated to follow any third-party methodology in making its determination on whether an investment meets the relevant standards or whether value can be recovered or retained during the Fund’s holding period. In making its determination, the general partner

is entitled to make its own determination taking into account all facts and circumstances it deems relevant, subject to the provisions of the governing documents. As a general matter, the standards for determining Impaired Value Investments are intended to be high, and are not intended to apply to investments experiencing partial or temporary declines in value. Because the amount of LGP's compensation is dependent in part on an investment's status as an Impaired Value Investment, the relevant general partner faces potential conflicts of interest in determining whether an investment meets, or continues to meet, the relevant criteria. Although LGP intends to operate in accordance with the governing documents, as well as its valuation policy, in order to mitigate the potential for subjectivity in making such determinations, there can be no assurance that such policy will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations.

The fact that certain fees received by affiliates of LGP from the Main Funds are based on the performance of the Main Funds may also create an incentive for LGP to cause the Main Funds to make investments that are more speculative than would be the case in the absence of performance-based fees. This incentive may be tempered somewhat by the substantial investment by affiliates of LGP in the Main Funds and the fact that losses from unsuccessful investments will reduce the Main Fund's performance and thus LGP's receipt of (or right to retain) performance-based fees. In addition, LGP may have an incentive in allocating investment opportunities to favor Funds with a potential for higher performance-based compensation over Funds with lower or performance-based compensation. See Item 12 for a discussion of the policies and procedures LGP has adopted that are designed to ensure that all of its Funds are treated in a fair and equitable manner with respect to the allocation of investment opportunities.

Investor Due Diligence Information

Due in part to the fact that potential investors in a Fund (including potential investors in a Co-Investment Vehicle or purchaser of a Limited Partner's interest in a secondary transaction) focus on different issues and request different information, LGP provides certain information to one or more prospective investors that it does not provide to all of the prospective investors or Limited Partners.

Valuation of Fund Assets

The Funds' investments are generally privately held companies and may also, among other things, include restricted securities in publicly held companies. The process of valuing such securities for which price quotations are not available is based on inherent uncertainties. The resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities may ultimately be sold. Third-party pricing information may at times not be available for certain of a Fund's assets, and there can be no assurance that LGP will have all information necessary to make valuation decisions or that any information provided by third parties on which such decisions are based will be correct. Valuations cannot necessarily be substantiated by comparison to available market data, including public markets. Additionally, there is no assurance that the valuation decision of a Fund's general partner with respect to an investment will represent the value ultimately realized by the Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. Although LGP does not assess management fees or performance-based fees based directly upon LGP's valuation determinations, a conflict may arise as performance information is reported in various contexts, and in some instances will determine whether write-downs must be taken before assessing a performance-based fee. Ultimately, whether an investment should be deemed worthless (or written down, as discussed above) will affect the amount of management fees payable by a Fund during the period the management fee is calculated and charged on invested capital. There can be no assurance that when a

Fund's general partner in its discretion determines an investment to have value and not be worthless (or otherwise written down, as discussed above), a third party would not otherwise determine such investment to be worthless, or if such investment will eventually be realized for any distributable proceeds to the Fund's limited partners.

LGP is generally required to report the value of the Funds' assets based on applicable Generally Accepted Accounting Principles. LGP has adopted a policy regarding the valuation of Fund assets in order to provide a basis for establishing valuations reported by Funds.

Current Limited Partners may contact LGP's Chief Compliance Officer, Andrew Goldberg, at (310) 954-0436 for more information about LGP's valuation policy.

Service Providers and Consultants

LGP and the Funds engage common service providers and consultants. In such circumstances, there may be a conflict of interest between LGP and the Funds in determining whether to engage such service providers and consultants, including the possibility that LGP may favor the engagement or continued engagement of such persons if it receives a benefit from such service providers or consultants, such as lower fees, that it would not receive absent the engagement of such service provider by the Funds.

Service providers and consultants receive compensation, including, but not limited to, cash fees, retainers, discretionary bonuses (whether or not based on pre-determined milestones), transaction fees, a profits, participation or equity interest in a company or holding company, incentive equity and stock awards, profits or equity interests in one or more funds or general partners, remuneration from the existing adviser and/or its funds or affiliates, guaranteed minimums or other compensation, the amount of which typically is determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such service providers or consultants, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such portfolio company. Any such compensation in the form of profits, participation or equity interests in or relating to the relevant portfolio company will generally have a dilutive impact on the Fund that holds such portfolio company. The relevant Fund typically will bear the costs of all service provider and consultant compensation as well as fees, costs and expenses of structuring arrangements with such persons. Service provider expenses are required to be borne by the relevant Fund whether or not there is overlap in expertise, function or services performed by LGP personnel. Service providers also generally will be reimbursed for certain travel and other costs in connection with their services. No such amounts will offset or reduce the management fee. In certain circumstances, services providers or their affiliates may charge different rates or have different arrangements for services provided to the general partner of a Fund, the Firm or their affiliates (other than a Fund) as compared to services provided to a Fund or its Portfolio Companies, which may result in more favorable rates or arrangements than those payable by a Fund or such Portfolio Companies. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount or written work product generated by the service provider.

LGP and the Funds will generally engage common legal counsel and other advisers in a particular transaction, including transactions in which there may be conflicts of interest. Members of some 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 the Funds and LGP and/or its affiliates, the parties may engage separate counsel in the sole

discretion of LGP and its affiliates. Moreover, in litigation and certain other circumstances separate representation may be required.

In certain circumstances where LGP commits or has committed to seek “arms-length” terms, LGP will do so in its sole discretion, seeking terms that it has determined in its sole discretion to be reflective of the range of terms in the applicable or related markets. LGP reserves the right to deem third-party investment in a transaction to be verification that the transaction was entered into at a value that is “arms-length.” Furthermore, in certain circumstances LGP is permitted to determine that third-party benchmarking is unnecessary where LGP believes it has access to adequate market data to make the determination without reference to third-party benchmarking. Consequently, LGP 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 terms relate. Any methodology, or choice among methodologies, involves potential conflicts of interest.

Other Private Equity Vehicles

LGP’s principals, employees or senior advisors invest in other private equity investment vehicles (including single investor co-investments) managed by other advisers. In some cases, LGP, its affiliates or the Funds could be expected to purchase Portfolio Companies that are owned by such other investment vehicles, which may indirectly benefit any principals, employees or senior advisors.

Item 12: Brokerage Practices

LGP’s investment strategies generally involve privately negotiated transactions in which best execution obligations do not arise in the same context as transactions in publicly traded securities. With respect to such private transactions, LGP believes it fulfills its best execution responsibilities through careful evaluation and negotiation of the terms of each such transaction.

To the extent LGP transacts in public securities, LGP is generally authorized to make the following determinations, subject to the Fund’s investment objectives and restrictions, without obtaining prior consent from the relevant Fund or any of its Limited Partners: (i) which securities or other instruments to buy or sell; (ii) the total amount of securities or other instruments to buy or sell; (iii) the executing broker or dealer for any transaction; and (iv) the commission rates or commission equivalents charged for transactions.

To the extent LGP transacts in public securities, it intends to select brokers based upon the broker’s ability to provide “best execution” for the Funds. In making its decisions regarding the allocation of brokerage transactions for Funds, LGP will consider a variety of factors including but not limited to the broker-dealer’s: (i) ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any); (ii) operational efficiency with which transactions are effected (such as prompt and accurate confirmation and delivery), taking into account the size of order and difficulty of execution; (iii) financial strength, integrity and stability of the broker-dealer or counter party; (iv) competitiveness of commission rates in comparison with other broker-dealers; (v) research products/services provided by a broker-dealer; and (vi) belief that the broker-dealer will maintain confidentiality of the transactions. Although LGP generally seeks competitive commission rates and commission equivalents, it will not necessarily pay the lowest commission or equivalent. Transactions may involve specialized services on the part of a broker-dealer, which may justify higher commissions and equivalents than would be the case for more routine services. LGP does not select broker-dealers based on investor referrals.

LGP does not participate in any soft dollar arrangements outside of receiving research available to other institutional investors. Research services received from brokers and dealers are supplemental to LGP's own research efforts. LGP does not separately compensate such broker-dealers for the research and does not believe that it "pays-up" for such broker-dealers' services (although these brokers will generally not separately disclose their costs in providing such research).

Allocations Among Clients; Aggregation

LGP seeks to allocate investment opportunities on a basis that over time is fair and equitable to each Fund relative to other Funds, taking into account all relevant facts and circumstances, subject to the terms of the applicable limited partnership agreements. Historically, only one Main Fund (together with its related parallel Fund, a "**Fund Group**") has typically been actively investing capital at any time and, accordingly, LGP has generally not needed to allocate investments among multiple Fund Groups. However, with the formation of LGP's middle market fund, as discussed above, LGP now has more than one Fund Group that will be actively investing at the same time. The governing documents of such Fund Groups set forth the method for determining which Fund Group has priority with respect to an investment opportunity. In addition, the governing documents of the Funds contain provisions that address the allocation of investment opportunities (including follow-on investment opportunities) between the various active and inactive Funds. To the extent that LGP has discretion to make allocation decisions, among the factors that can impact allocation and investment decisions across Funds are: differing investment strategies and objectives; account restrictions; differences with respect to available capital (e.g., current or anticipated capital available for investment, including anticipated follow-on investments, if applicable), size or remaining life of each Fund; the nature of the investment opportunity (including the size and anticipated follow-on investment requirements); risk parameters; potential conflicts of interest (including whether a Fund has an existing investment in the opportunity in question); cash flows and liquidity needs; current and anticipated market conditions; tax, legal and regulatory considerations and other factors, subject in each case to the relevant allocation of investment opportunity provisions and restrictions in each Fund's governing agreements.

In the event that LGP transacts in public securities, LGP may aggregate Fund transactions when such aggregation is expected to be in the best interest of all participating Funds. All Funds participating in an aggregated transaction will generally participate on a pro rata basis and receive the average price and pay a proportional share of any transaction costs, and will similarly exit the investment on the same terms and at the same time.

Trade Errors

The cost of errors in the Funds will generally be borne by the Funds unless an error is the result of bad faith, gross negligence, or willful misconduct by LGP.

Item 13: Review of Accounts

Oversight and Monitoring

All investments are carefully reviewed and approved by LGP's investment professionals. The progress of all Portfolio Companies is carefully monitored on a periodic basis and is subject to the supervision and review by LGP investment professionals. LGP generally maintains an ongoing oversight position in its Portfolio Companies. The investments made by the Funds are generally private, illiquid and long-term in

nature. Accordingly, the Fund review process is not directed toward a short-term decision to dispose of securities.

Reporting

LGP generally provides each Limited Partner with audited financials of the Fund in which they invest (typically within 120 days after each fiscal year end for the Funds), unaudited quarterly financial statements (typically within 60 days of each quarter end for the Main Funds and longer for Co-Investment Vehicles), annual tax information for the completion of income tax returns, and regular reporting updates through investor letters, quarterly conference calls, meetings and conferences. In addition to the information provided to all Limited Partners, LGP may arrange to provide certain Limited Partners with additional information or more frequent reports that other Limited Partners will not receive.

Item 14: Client Referrals and Other Compensation

During a fundraising cycle for a Fund, LGP has previously (but not in the past 10 years) and may in the future compensate placement agents who introduce new investors that commit capital to a Fund. The use of placement agents to raise capital for a Fund, and the fees paid to such placement agent, will be disclosed in the Fund's confidential offering materials or to the Limited Partners identified by such placement agents, as appropriate. Prospective investors should be aware that placement agents are subject to certain conflicts of interest, including an incentive to recommend a Fund over other investment opportunities due to the fact that the placement agent is being compensated in connection with any investors that it successfully refers to the Fund.

Certain Portfolio Companies offer discounted goods or services to LGP personnel and other LGP associates such as Portfolio Company executives and service providers. Such discounts are generally similar to those provided to management or employees of the Portfolio Companies, but are occasionally more generous than management or employee discounts (and are occasionally provided free of charge). In addition, certain Portfolio Companies provide free goods or services to LGP in order for LGP to make these items available to LGP personnel or to the Limited Partners at events, such as at the annual investor meeting for the Funds. LGP also receives discounts from third-party service providers (e.g., shipping/ mailing services) through group purchasing discounts LGP negotiated on behalf of its Portfolio Companies. Additionally, LGP and its personnel may receive discounts and other ancillary benefits from service providers, portfolio companies and others.

In addition, please see Item 11 for further discussion on service providers.

Item 15: Custody

Due to LGP's affiliates serving as general partners of the Funds, LGP is deemed under Rule 206(4)-2 of the Advisers Act to have custody of the Funds' cash and securities. The Funds' cash and securities are held by qualified custodians that are not affiliated with LGP, and LGP regularly reconciles its records to those of the qualified custodians. As mentioned in Item 13 above, each Fund is audited annually, and audited financial statements are provided to each Main Fund Limited Partner within 120 days of the Fund's fiscal year ends.

Item 16: Investment Discretion

LGP has full discretionary authority over each of the Funds, as described in each governing documents and confidential offering materials. Investment advice is provided directly to each Fund and not individually to the Limited Partners of any Fund. Investment restrictions for the Funds are generally set forth in the respective governing documents of the Funds. Limited Partners may not impose additional restrictions on the management of the Funds. However, as discussed in Item 5, LGP enters into Side Letters with certain Limited Partners whereby the terms applicable to such Limited Partner's investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons.

Item 17: Voting Client Securities

The Funds are primarily invested in private companies that typically do not seek proxies. When LGP receives proxies in connection with its publicly traded Portfolio Companies, it is LGP's policy to exercise the proxy vote in the best interest of the Funds, taking into consideration all relevant factors, including without limitation, acting in a manner that LGP believes will: (i) maximize the economic benefits to the Fund; and (ii) promote sound corporate governance by the issuer. Whenever LGP is required to exercise a vote for a privately-held Portfolio Company, the same standards and procedures shall apply.

LGP seeks and accepts the election of LGP representatives to serve on the board of directors of a Portfolio Company on behalf of a Fund and will typically, but not always, vote in favor of board recommendations. In situations where LGP is required to vote the proxy for a company in which partners or employees of LGP serve on the board of directors, LGP has determined that this does not inherently present a conflict of interest, as the purpose of this representation is to maximize the return for the applicable Fund's investment in such company. Accordingly, while LGP is generally, but not automatically, fully supportive of recommendations made by a company's board of directors with respect to proxy votes related to that issuer, it will review all proxies in accordance with its proxy voting policies and may or may not vote in favor of the board's recommendation. In addition, in situations involving minority or co-sponsor relationships, Funds are frequently party to a shareholders agreement governing voting on particular matters such as the election of designated directors for the respective investor groups. Further, in situations where LGP decides to abstain from voting, the rationale will be documented internally by LGP.

LGP has adopted written policies and procedures governing the proxy voting process and addressing conflicts of interest that may arise in connection with voting proxies. LGP 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. In addition, LGP may have the opportunity, but generally does not direct the Funds' participation in class actions.

Current Limited Partners may contact LGP's Chief Compliance Officer, Andrew Goldberg, at (310) 954-0436 for more information about proxy voting.

Item 18: Financial Information

LGP has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage the Funds.