



Rhône Group L.L.C.

Part 2 of Form ADV  
Brochure Document

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This brochure (this “Brochure”) provides information about the qualifications and business practices of Rhône Group L.L.C. and certain of its affiliates (“Rhône” or the “Company”). If you have any questions about the contents of this Brochure, please contact us at (212) 218-6700 or email us at [info@rhonegroup.com](mailto:info@rhonegroup.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or any state securities authorities.

Additional information about Rhône also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Rhône is a registered investment adviser with the SEC pursuant to the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Recipients of this Brochure should be aware that registration with the SEC does not in any way constitute an endorsement by the SEC of an investment adviser’s skill or expertise. Further, registration does not imply or guarantee that a registered adviser has achieved a certain level of skill, competency, sophistication, expertise or training in providing advisory services to its clients.

## **ITEM 2**

### **Material Changes**

Rhône is required to identify and discuss material changes made to this Brochure since its last update filed on March 31, 2023. While there have been no material changes to Rhône's business, this amended Brochure supplements existing disclosures relating to Rhône's practices as described under "Advisory Business", and related disclosures, risk factors and potential conflicts of interest under "Fees and Compensation" and "Methods of Analysis, Investment Strategies and Risk of Loss".

## ITEM 3

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## ITEM 4

### Advisory Business

Rhône was founded in 1996 and is led by its managing directors.<sup>1</sup> Rhône directly, and through its investment advisory affiliates under its supervision and control, including Rhône Capital IV L.P., Rhône Capital V L.P., Rhône Capital VI L.P. and certain other entities in connection with continuation and co-investment vehicles and the JV Funds (as defined below) (each, a “General Partner”, and collectively, together with any future affiliated general partner entities, the “General Partners”), provide investment advisory services to private equity funds. Rhône’s current flagship private equity fund clients include the following: Rhône Partners IV L.P. (“Fund IV”), Rhône Partners V L.P., Rhône Offshore Partners V L.P. (together with Rhône Partners V L.P., “Fund V”), Rhône Partners VI L.P., Rhône Partners VI (DE) L.P., Rhône Offshore Partners VI L.P. (together with Rhône Partners VI L.P. and Rhône Partners VI (DE) L.P., “Fund VI”). Rhône also provides investment advisory services to other private equity funds and expects to continue to provide such services to additional funds, including certain continuation and co-investment vehicles and its JV Funds (as described below and, collectively with Fund IV, Fund V, and Fund VI, the “Funds” and, each, a “Fund”). Each General Partner is subject to the Advisers Act pursuant to Rhône’s registration in accordance with SEC guidance. This Brochure also describes the business practices of the General Partners, which operate as a single advisory business together with Rhône.

Advisory services are tailored to the specified investment mandates of each Fund as set forth in each Fund’s private placement or confidential offering memorandum (each, a “Memorandum”), subscription materials (“Subscription Materials”) and limited partnership or other operating agreements of the Funds, in each case, as amended or supplemented from time-to-time (each, a “Partnership Agreement” and, together with any relevant Memorandum and the Subscription Materials, the “Governing Documents”). Investment advice is not provided to the individual limited partners or investors of any Fund. As a general matter, the Company focuses on investment opportunities in market leading, cash flow generating businesses with a pan-European or transatlantic presence and expansion projects, although the type of investments pursued for a particular Fund may be modified or adjusted, as appropriate, in accordance with the mandate of a particular Fund. Certain Funds to which the Company provides advisory services have been established as joint ventures or part of an investment program designed specifically for one or more third-party institutional investors (the “JV Funds”). The JV Funds have co-invested alongside one or more other Funds and also have made investments independently. In addition, the investment strategy for certain JV Funds is broader and takes into account different investment objectives than that of the other Funds.

The relevant General Partner also generally is permitted to establish a number of special purpose vehicles through which certain of the Funds invest and alternative investment vehicles that are formed pursuant to, and in accordance with, the terms of the applicable Partnership

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<sup>1</sup> The terms “Rhône” and the “Company” are used throughout this Brochure to refer to Rhône Group L.L.C. and certain of its advisory affiliates, including any relying adviser and affiliates that serve as the General Partner for certain Funds.

Agreements of the Funds and the Governing Documents. These vehicles are generally formed to facilitate portfolio investments by the Funds for legal, tax or regulatory purposes.

As discussed further below in Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest”, to the extent that a particular investment opportunity exceeds the desired aggregate allocation to a Fund, in view of investment size, type, available capital, diversification, location, holding period and other relevant considerations, Rhône expects to offer certain current or prospective investors, or other persons, including Rhône’s personnel and/or certain other persons associated with Rhône and/or its affiliates (to the extent not prohibited by the applicable Governing Documents) or third parties (including other sponsors, market participants, finders, consultants and other service providers), the opportunity to co-invest in such investment opportunity, in each case on terms to be determined by the relevant General Partner in its sole discretion. Conflicts of interest are expected to arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which will be made to one or more persons for any number of reasons as determined by Rhône and/or its affiliates in its sole discretion, will not always be in the best interests of a Fund or any individual limited partner. In exercising its sole discretion in connection with such co-investment opportunities, Rhône and/or its affiliates will consider some or all of a wide range of factors, which will include factors that benefit Rhône and/or its affiliates, such as the likelihood that a limited partner is likely to invest in a future fund sponsored by Rhône and/or its affiliates or to provide a strategic benefit. Rhône also has historically organized, and may in the future organize, one or more vehicles to invest in certain of its Funds or to co-invest alongside other Funds to facilitate personal investments by such persons or firms and by partners, managers, members, officers and personnel and their related parties and associates of Rhône or of control entities.

Such co-investments typically involve the acquisition and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, for strategic and other reasons, a co-investor or co-invest vehicle (including a co-investing Fund) has purchased (i) a class of security or interest in a portfolio company that is different from that held by a Fund or (ii) a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility and, in each case, subject to any terms, conditions or restrictions set forth in the Governing Documents. Any such purchase of interests in a portfolio company directly or indirectly from a Fund by a co-investor or co-invest vehicle generally occurs simultaneously with, or shortly after, the Fund’s completion of the investment to avoid any changes in valuation of the investment, but in certain instances could be well after the Fund’s initial purchase. Where appropriate, and in Rhône’s sole discretion, Rhône reserves the right to charge interest on the purchase to the co-investor or co-invest vehicle (or otherwise equitably to adjust the purchase price under certain conditions), and to seek reimbursement to the relevant Fund for related costs. However, to the extent any such amounts are not so charged or reimbursed (including charges or reimbursements required pursuant to applicable law), they generally will be borne by the relevant Fund. On occasion in the past and potentially in the future, such co-investor or co-investment vehicle participates in an investment with an anticipated holding period or investment horizon that departs or differs

from that of the Fund making the investment. In such case, the co-investor or co-investment vehicle would likely exit the investment at a different time and at a different price than the Fund.

Limited partnership (or equivalent) interests in the Funds will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and the Funds will not be registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”). Accordingly, interests, units or shares, as applicable, in the Funds will be offered and sold exclusively to investors satisfying the applicable eligibility and suitability requirements.

As of December 31, 2023, the Company had total assets under management (including uncalled capital commitments available for investment) of approximately \$7,646,456,027, all of which was managed on a discretionary basis.

## ITEM 5

### Fees and Compensation

#### Management Fees and Performance Allocations

Rhône is compensated by the Funds for its advisory services through the receipt of management fees (the “Management Fees”), as well as a share of profits realized from investment dispositions (referred to herein as a “Performance Allocation”), as described in more detail below. Each General Partner of a Fund is entitled to receive a Performance Allocation from such Fund. As a general matter, Management Fees will be payable during term extensions unless otherwise agreed with investors.

The specific payment terms and other conditions of the Management Fees and other compensation as well as Performance Allocations available to Rhône or a General Partner are set forth in the relevant Governing Documents of each Fund.

In the case of certain Funds, the applicable General Partner has the unilateral discretion to waive or modify the application of certain provisions of the Governing Documents of such Fund with respect to an investor in such Fund (typically those related to Management Fees as well as Performance Allocations) without obtaining the consent of any other investor in such Fund. The applicable General Partner generally waives all Management Fees and Performance Allocations from managing directors, principals, personnel and senior advisors of Rhône and its affiliates, as well as for “friends and family” of Rhône or its personnel, certain managers affiliated with portfolio investments, and other persons with a current or historical relationship with Rhône or one of its affiliates, including investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors, as determined by such General Partner. Such General Partner reserves the right to make any such exemption from fees and/or carried interest by a direct exemption, a rebate by Rhône and/or its affiliates, or through other Funds which co-invest with a Fund. Rhône retains flexibility to structure its compensation from investors and expects in certain circumstances to agree to invoice an investor directly for Management Fees or other compensation rather than deducting such amounts from the investor’s capital account(s).

Management Fees are generally payable quarterly in advance or quarterly in arrears, depending on the terms of the Fund. Management Fees are payable during the term of a particular Fund as specified in the Governing Documents.

The Management Fees that Rhône receives for services provided to certain of its Funds is in certain cases based on capital contributions as opposed to capital commitments. In such cases, because Rhône will not receive Management Fees from such Funds until capital is drawn, there is an incentive for Rhône to invest such Funds' capital earlier than it otherwise might have if Management Fees were based on capital commitments. Where a Fund's Governing Documents calculate Management Fees based on the amount of capital commitments or the amount of capital contributions, the amount of Management Fees generally will not be reduced based on reductions in investment value, other than as and when specified by the relevant Governing Documents of the Funds. As a general matter, Management Fees will be payable during term extensions, unless otherwise agreed with investors.

As is generally the case in private equity funds, the Governing Documents provide that the relevant Fund's Management Fees will be calculated on a basis that generally is not based on the respective Fund's then-current net asset value. As further described in the Governing Documents, from the effective date of the relevant Fund until a date specified in the Governing Documents (the "Stepdown Date"), Management Fees generally will be charged based on a formula tied to the amount of the relevant Fund's aggregate commitments. After the Stepdown Date, Management Fees generally will be charged and calculated based on a formula tied to the amount of investment contributions (including, where applicable, a Fund borrowing component) made by the relevant Fund relating to the Fund's aggregate capital contributed for investment(s) that have not been completely written off or written down, in each case when realized for U.S. federal income tax purposes (such investments, "Impaired Value Investments"), or disposed of (in part or in full).

Accordingly, the amount of Management Fees typically does not correspond with fluctuations in a Fund's net asset value, including following the commitment period, and will not be reduced in connection with any write-downs (whether temporary or permanent), except in the case of Impaired Value Investments. Except where the Governing Documents expressly provide to the contrary, Management Fees will not be reduced (in whole or in part) in the case of a partial distribution or disposition (*e.g.*, those resulting from a dividend recapitalization or reorganizations, restructurings, roll-over investments, extraordinary dividends, partial sale or similar transaction) to the extent the fair market value of the remaining portion of the investment exceeds the capital contributed in respect of such investment. Additionally, unless otherwise contemplated by the Governing Documents, in cases where more than one Fund hold an investment in a portfolio company, the divestment by one or more other Fund(s) of their respective investment(s) (including credit investments) in the relevant portfolio company (whether in whole or in part), will not reduce Management Fees in the absence of a complete disposition of the relevant Fund's interest therein, even when 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.

Further, Management Fees generally will not be reimbursed or refunded under the Governing Documents in the event of realizations, dispositions or partial write-downs that occur partway through the relevant calculation period.

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

### **Carried Interest**

Rhône will generally receive a carried interest with respect to the Funds equal to a percentage of all realized profits, as reflected in and more fully described in the relevant Governing Documents. In most cases and subject to the provisions of a Fund's Governing Documents, the carried interest distributed to any General Partner is subject to a potential clawback, or giveback, at the end of the life of a Fund if such General Partner has received excess cumulative distributions.

It is expected that any future Funds will have a similar compensation structure comprising a Management Fee and a carried interest.

### **Transaction / Consulting Fees and Monitoring Fees**

Rhône also receives certain fees in connection with its Funds' portfolio investments. In such cases, Rhône typically receives (i) a fee in connection with certain material events occurring in connection with a portfolio investment, including an investment, an exit or a refinancing, in respect of consulting or other services provided by Rhône (a "Transaction / Consulting Fee") and/or (ii) a reasonable monitoring fee in respect of a portfolio investment (a "Monitoring Fee"). Subject to the applicable Funds' Governing Documents, Transaction / Consulting Fees generally include 100% of a Fund's *pro rata* share of any (i) directors' fees paid by portfolio companies to the General Partner, its affiliates and partners, members or employees of the General Partner or its affiliates, (ii) investment banking fees (including, without limitation, break-up and other similar fees) in connection with acquisitions, recapitalizations, dispositions or other investments, and (iii) other fee income in respect of management and other services provided to, or in respect of, portfolio companies in which the relevant General Partner or its affiliates, partners, members or employees actively participate in management (including, without limitation, Monitoring Fees, Termination Fees, origination fees, commitment fees, investment banking fees and other similar fees), in each case net of certain expenses as set forth in the relevant Funds' Governing Documents; but not including, in any event, any amount received by the General Partner, a member of any operations group associated with Rhône ("Operations Group"), a senior advisor or other person from a portfolio company (a) as reimbursement for expenses directly related to such portfolio company, (b) as payment for services provided to any portfolio company in the ordinary course of such portfolio company's business, (c) as compensation for services provided by the General Partner or other person as an employee of or in a similar capacity for such portfolio company or (d) as compensation, including fees,



incentive equity or other stock awards, for services rendered by a member of an Operations Group thereof, a senior advisor or other consultant to a portfolio company or prospective portfolio company. Subject to any restrictions in the applicable Governing Documents, to the extent Transaction / Consulting Fees are paid in kind (including through securities, option grants or other interests), Rhône reserves the right to calculate the amount of offset based on the then-current value of the in-kind payment or using such other timing methodology that it believes to be reasonable or appropriate, rather than the ultimate value of the interests as of a future date.

Rhône and/or its affiliates generally have discretion over whether to establish agreements with portfolio companies addressing Transaction / Consulting Fees and Monitoring Fees or other compensation from a portfolio company, and, if so, the rate, timing and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's holding of operating structure. In most circumstances, such compensation is not reviewed or approved by an independent third party. The receipt of such compensation generally will give rise to potential conflicts of interest between the Funds, on the one hand, and Rhône and/or its affiliates on the other hand.

In some but not all cases, depending on the terms of the Governing Documents of a Fund, the Transaction / Consulting Fee, Monitoring Fee or other fees received by Rhône from portfolio companies will be applied to reduce the Management Fees or Monitoring Fees payable to Rhône by such Fund on a *pro rata* basis reflecting such Fund's interest in such portfolio company.

#### **Fees and Compensation from Co-Investments; Treatment of Broken Deal Expenses**

As a general matter, Rhône and any of its affiliates reserve the right to charge Management Fees and other fees to, or receive a performance allocation from, any co-investors; however, Rhône and its affiliates also reserve the right to elect not to charge or receive any such amounts in connection with such co-investment opportunities.

In addition, Rhône receives compensation for transaction and monitoring and other services performed as a result of co-investments made in portfolio companies of the Funds as well as other fees relating to the structuring and administration of co-investment arrangements. As a matter of practice, Rhône is typically paid Transaction / Consulting Fees and/or Monitoring Fees from portfolio companies, on behalf of, with respect to, or which are attributable to, co-investors or other investors participating in a particular investment.

The receipt of such fees attributable to the participation in an investment by a co-investor or another investor will not reduce any Management Fees and Monitoring Fees payable by any Fund that also holds an interest in such investment, and as a result, a Fund will, in most cases, only benefit (if at all) with respect to its allocable portion of any such fee and not the portion of any fee related to General Partners or affiliated partner commitments or that relates to such co-investors or potential co-investors or other investors (which could include co-investment vehicles managed by Rhône, third parties, portfolio company management or personnel and/or others), which in some cases is significant.

Similarly, in certain circumstances, Rhône expects that co-investors, lenders, or other parties will negotiate the right to share a portion of such fees from a particular investment, and any applicable reduction of the Management Fees or Monitoring Fees payable by the relevant Fund will only be applied after excluding any amounts paid to such persons. For the avoidance of doubt, Rhône also will not offset compensation received from outside sources, such as residual personnel board seats at entities that are no longer Fund portfolio companies. Each of the foregoing conditions is expected to reduce the amount of Transaction / Consulting Fees and Monitoring Fees otherwise available to be offset against Management Fees, resulting in a potential benefit to Rhône over the life of the relevant Fund, and the existence of such potential benefit creates an incentive for Rhône to seek to increase such amounts. Unless otherwise agreed with investors, or subject to an end of Fund true-up mechanism set forth in a Fund's Governing Documents in respect of Management Fees, Transaction / Consulting Fees and Monitoring Fees generally will be payable during term extensions, even if Management Fees are reduced or eliminated during the extended term, thus reducing the total amount of Management Fees actually offset.

As noted previously, Rhône and/or its affiliates are expected to permit certain investors to co-invest in portfolio companies alongside one or more Funds. If a co-investment vehicle is formed, such entity will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, or would otherwise have been beneficial, in the judgment of the relevant Fund's General Partner, ultimately is not consummated, any amount of fees and expenses, break-up or topping fees or other liabilities or obligations relating to such investment and disposition opportunities not consummated ("Broken Deal Expenses") will be borne by the Fund(s), and not by any potential co-investors, that were to have participated in such transaction. As a general matter, Broken Deal Expenses and other expenses relating to the diligence or evaluation of a prospective investment are allocated among investors within a Fund regardless of whether any individual investor negotiated for an elective or automatic contractual right that would have excused them from participating in the investment. To the extent the Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, it will not always be reimbursed separately by co-investors for use of the facility.

### **Special Consultants**

As further described herein and in the relevant Governing Documents of each Fund, Rhône and/or its affiliates, including any Fund and/or its portfolio companies, retain certain persons (including entities formed for the benefit of such persons and/or to facilitate the provision of their services) ("Special Consultants") primarily to provide manufacturing, sales, marketing, technology, human resources, acquisition integration / rationalization and/or other operations services, identification, acquisition or other due diligence, holding, improvement, disposition of portfolio companies or similar services to such Fund, any alternative investment vehicle or any portfolio company or prospective portfolio company of such Fund or any alternative investment vehicle ("Services"). Services provided by Special Consultants also include operational aspects of portfolio companies, such as operational improvement initiatives or taking management or

policy-making positions for portfolio companies. The Services provided by Special Consultants are expected to be on terms no more favorable than would be obtained on an arm's length basis for such services (as determined by Rhône or its applicable affiliates acting reasonably).

Special Consultants may or may not be affiliated with Rhône. Special Consultants are expected to include, among others, affiliates or personnel of Rhône or one of its affiliates, portfolio companies of the Funds, third-party consultants (including individual members of an Operations Group, consultants and external executives), industry executives, operating executives, subject matter experts, "operating partners", "strategic partners", "executive partners", "senior advisors", or other persons acting in a similar capacity who provide consulting and other services.

As discussed further below in Item 8 – "Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest", pursuant to the relevant Fund documents, Special Consultants receive compensation that includes cash fees (including fees relating to service on a board of directors or similar organization), retainers, discretionary bonuses (whether or not based on pre-determined milestones), Transaction / Consulting Fees or other service fees, a profits participation or equity interest in a portfolio company or holding company, share of proceeds upon sale of a portfolio company, incentive equity and stock awards, profits or equity interests in one or more Funds or their respective General Partners, guaranteed minimums and/or other incentive-based compensation ("Incentive Fees") to the Special Consultant. Compensation in the form of profits, participation or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the relevant Fund's investment and has the potential to result in economic effects greater than the original amount of compensation, and the relevant Fund typically will bear the costs of all Special Consultants' compensation as well as fees, costs and expenses of structuring Special Consultant arrangements.

Incentive Fees are structured in a manner Rhône believes will align the incentives of the Special Consultants with those of a Fund using one or more of the following methods: valuing the time (including an allocation for overhead and other fixed costs) of the Special Consultant; basing compensation on a percentage of the value of the portfolio company or the invested capital exposed to such portfolio company; comparing fees to amounts believed to be charged by other providers for comparable services; and/or pricing based on a percentage of cash flows from such company. Additionally, portfolio companies provide opportunities for Special Consultants to invest in such portfolio company and reimburse costs and expenses incurred by Special Consultants. Special Consultants also receive remuneration from Rhône and/or a Fund or affiliates and/or are entitled to other forms of compensation, including equity grants in portfolio companies and rights to performance allocations structured as interests in a Fund and/or Rhône. Such investment opportunities, reimbursements and other compensation paid to a Special Consultant will not offset the Management Fee. Special Consultants in some cases have a partnership interest or profit interest in a Fund, Rhône, one or more other investment funds sponsored by Rhône, or in an affiliate of Rhône. Consulting Fees and Expenses (as described below) paid to Special Consultants for such Services are determined in accordance with the framework described in the relevant Fund's Governing Documents and will not offset or reduce the Management Fees. Special Consultants also generally will be reimbursed for certain travel

and other costs in connection with their services, and no such reimbursed amounts will offset any Management Fees or Monitoring Fees payable by any Fund. The use of Special Consultants subjects Rhône to potential conflicts of interest, as further discussed under Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest” below.

### **Other Expenses**

In addition to the fees described above, other than with respect to certain administrative expenses of specific Funds, investors in the Funds generally bear all fees, costs, expenses, liabilities and obligations related to the organization of a Fund (and its subsidiaries and intermediate entities) (in some cases subject to a cap), such as costs and expenses attributable to structuring, organizing, acquiring, managing, operating, holding, valuing, winding up, liquidating, dissolving and disposing of the Fund’s investments, including follow-on investments and refinancings (including interest on money borrowed by or on behalf of the Fund), its operations (including legal, filing, accounting, auditing, consulting, insurance (including directors and officers, errors and omissions liability and other insurance), financing, broker, finder’s, financing commitment fees, real estate title, appraisal costs, printing, accounting and custodian, depositary, transfer, registration and other similar fees and expenses and/or other service providers to procure, develop, establish, review, revise, customize, upgrade, and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant), expenses incurred in connection with third-party valuations, if any, expenses associated with the preparation of the Fund’s financial statements, tax returns, tax estimates, Schedule K-1s or any other administrative, regulatory or other Fund related reporting or filing obligations, extraordinary expenses (such as litigation, indemnification, judgments and settlements, if any), as well as expenses incurred in connection with the making, financing, holding, managing, hedging, sale or proposed sale of each Fund investment and any taxes, fees or other governmental charges levied against any Fund, to the extent not reimbursed by a portfolio company or applied to reduce Management Fees. Each Fund is also responsible for fees and expenses of the type described above, and for other liabilities or obligations, incurred in connection with broken deals, including Broken Deal Expenses relating to transactions that have been offered to co-investors and travel expenses and those fees and expenses of any member of an Operations Group and certain senior advisors. The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of Rhône and/or its affiliates; the relative percentage of these expenses that are borne by various stakeholders (including the relevant Fund, any co-investors, portfolio company management and other persons) is expected to depend upon the level at which such expenses are charged or incurred. In certain cases, these or similar expenses (and/or Transaction / Consulting Fees and Monitoring Fees) are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company.

To the extent holding or intermediate entities include one or more special purpose acquisition companies (“SPACs”), the relevant Fund(s) will bear the costs of organizing and offering such SPACs, as well as the amount and dilutive effect of any founders’ equity or similar interests

issued thereby that are not held directly or indirectly by the Fund, and except where prohibited by the Funds' Governing Documents, such interests are permitted to be issued to Rhône and its personnel.

The General Partner reserves the right to agree with operating partners, joint venture or similar partners, service providers (including advisers or consultants), portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of an investment made on their behalf, or a profits, participation or equity interest granted, in the relevant investments or related intermediate entities. While such an arrangement is more favorable to the relevant Fund in that it does not involve an initial cash outlay for the payment of expenses, and could be neutral or more favorable to the relevant Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such investment or profits, participation or equity interest generally would have a dilutive effect on the Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation, which in either case could be substantial.

Each Fund also generally will bear the costs of implementing, reporting (as applicable), monitoring and complying with investment guidelines and directives relating to the Fund's strategy, including in Side Letters (defined below) relating thereto, and (where applicable) environmental, social, governance and other standards to which the relevant General Partner has committed in making investments on behalf of the Fund. Additionally, subject to the Governing Documents, a Fund typically will bear certain unreimbursed expenses of portfolio companies and intermediate holding vehicles through which the Fund invests.

In the event Rhône or any of its affiliates, including the General Partner (or similar person) of a Fund, incurs any fees, costs, expenses or other liabilities noted in the immediately preceding paragraph on behalf of any Fund, Rhône or such of its affiliates shall be entitled to reimbursement from such Fund or its portfolio investment for such fees, costs, expenses or other liabilities. There can be no assurance that the benefits to investors will be commensurate with such expenses.

Rhône and its affiliates expect to incur fees, costs, expenses or obligations on behalf of more than one Fund. To the extent such fees, costs and expenses are incurred for the account or benefit of more than one Fund, each Fund will typically bear an allocable portion of any such fees, costs, expenses or obligations in proportion to the size of its investment in the activity or entity to which the expense relates (subject to the terms of each Fund's Governing Documents) or in such other manner as Rhône or its applicable affiliates consider fair and equitable under the circumstances. Rhône and its applicable affiliates endeavor to allocate such fees, costs and expenses on a fair and equitable basis. Notwithstanding the foregoing, Rhône reserves the right in the future to develop policies and procedures to address the allocation of expenses that differ from its current practices.

In certain circumstances, one Fund is expected to pay an expense or obligation common to multiple Funds and/or co-investors (including without limitation legal expenses for a

transaction in which all such Funds and/or co-investors participate, or other fees or expenses in connection with services the benefit of which are received by other Funds and/or co-investors over time), it shall be reimbursed by the other Funds for their share of such expense, without interest. To the extent the paying Fund makes use of a credit facility to pay such expenses or obligations, it generally will not be reimbursed separately by other Funds for the costs of establishing, negotiating or maintaining the facility. While Rhône believes such circumstances to be highly unlikely, it is possible that one of the other Funds could default on its obligation to reimburse the paying Fund.

In addition, Rhône engages, or causes the Funds to engage, placement agents to market and sell interests in the Funds to prospective investors in a Fund. Rhône requires placement agents to have all appropriate licenses and registrations to conduct their business, including when applicable, to be registered as broker-dealers with the SEC and to be members of the Financial Industry Regulatory Authority (“FINRA”). Rhône imposes a placement fee, on a disclosed basis, on the relevant investors to compensate unaffiliated third parties who assist in obtaining subscriptions to such vehicles. In these cases, Rhône reduces such investor’s Management Fee and Monitoring Fee to the extent that any placement fees are borne by any such investor.

Please refer to the discussion under Item 12 – “Brokerage Practices” below for additional information relating to brokerage and other transaction costs.

## ITEM 6

### Performance-Based Allocations and Side-by-Side Management

Rhône receives performance allocations from the Funds, as noted above. The existence of performance-based compensation has the potential to create an incentive for a General Partner to operate the relevant Fund in a riskier, more speculative or other manner that is less favorable to investors than it otherwise would make in the absence of such arrangement, although Rhône generally considers performance-based compensation to better align its interest with those of its investors, particularly in instances where the Governing Documents include terms requiring clawback or giveback of performance-based compensation amounts at the end of the relevant Fund’s life or at certain interim intervals.

Additionally, to the extent that Rhône has Funds with varying carried interest terms (including amount, timing, waterfall conditions or other terms) and/or Rhône personnel are assigned varying percentages of performance allocations from the Funds, Rhône 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 performance allocation percentage. Rhône has procedures and practices in place designed to ensure that all investment decisions are made in accordance with investment objectives and restrictions, as outlined in the Governing Documents of each Fund, including procedures and practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Fund’s investment guidelines and Governing Documents, as well as other factors that do not include the amount of performance allocations received by Rhône or any personnel. The Company does not receive performance allocations

with respect to unrealized gains of Fund investments. Rhône has the authority to waive any performance allocations.

Generally, the Funds invest in securities or other assets that are illiquid and lack a readily assessable market value. Such illiquid investments are typically subject to the Management Fees and Monitoring Fees described above. In some cases, a Fund's assets will be valued at fair value for financial statement reporting purposes and at historical cost unless the asset has suffered a permanent impairment in value for purposes of calculating fees and performance allocations. Valuing assets at historical cost absent a permanent impairment of value results in more stable asset values over time and would in some cases result in Rhône receiving higher Management Fees than would otherwise be received if assets were valued at fair value, especially during periods when asset values are generally declining. In addition, valuing assets at historical cost would in some cases result in the General Partner of a Fund receiving a higher performance allocation than it would if assets were valued at fair value. The Governing Documents of each Fund disclose the valuation methodology applied under the applicable circumstances.

### **Timing of Investment Realizations**

The terms applicable to distributions of performance allocations could incentivize Rhône and its affiliates to make decisions regarding the timing and structure of realizations of portfolio investments that are not always in the best interests of the Funds. For example, under the typical terms of a private equity-style distribution “waterfall” of a Fund, distributions of performance allocations become payable earlier if profitable investments are liquidated before unprofitable investments because such a waterfall does not permit any distributions of performance allocations until after the cumulative amount of distributions has covered any prior losses associated with unprofitable investments. Further, in the “catch-up” period that occurs after investors have received the applicable priority return (typically set at 8 percent per year, compounded annually), the General Partner or similar person of the Fund entitled to the performance allocation will typically receive 100 percent of distributions until such time as it receives 20 percent of the Fund's cumulative profits. During this period, the General Partner or similar person is heavily incentivized to bring realizations forward and lock in returns (and stop the accrual of the priority return), even though the investors might achieve a better overall return if the relevant Fund retained the investment for a longer period of time. The Governing Documents of each Fund generally contain a requirement that the General Partner or similar person make a commitment to the capital of such Fund and include a “clawback” requiring the General Partner or similar person to return excess distributions to investors (often at the end of the term of the Fund) in the event that the General Partner or similar person receives more profits on an aggregate basis over the life of such Fund than it should have pursuant to the performance allocation, each of which tends to mitigate the foregoing conflicts. However, since any “clawback” owed to investors of a Fund is typically calculated on an after-tax basis under the applicable Governing Documents, investors may not ultimately receive their full share of profits that they would have otherwise received had there been no excess distribution to the General Partner or similar person throughout the term of the Fund.

In addition, Rhône and its applicable affiliates would potentially be incentivized to hold on to investments that have poor prospects for improvement in order to receive ongoing Management Fees in the interim and, potentially, a more likely or larger distribution of a performance allocation if such asset's value appreciates in the future. This incentive would be increased by the presence of "clawbacks" in certain Funds where the General Partner or similar person is under an obligation to return to the Fund's investors any excess distributions of performance allocations received by such General Partner or similar person upon the Fund's termination.

For any Fund with a transaction-by-transaction "waterfall", there will not be a "clawback". While, in such case, the timing of a disposition of one investment generally would not be influenced by the performance of other investments, the total performance allocation received by the General Partner or similar person would have the potential to exceed the amount of performance allocation that it would have received had the investments by such Fund been aggregated for purposes of determining whether the General Partner or similar person should be entitled to a performance allocation.

### **Allocation of Investment Opportunities Among Funds**

Rhône is committed to allocating investment opportunities among its Funds in a manner that, over time, is fair and equitable to each of its Funds. To accomplish this goal, Rhône and its affiliates take into consideration the potential investment opportunity and the individual characteristics and mandates of each Fund. Rhône has established policies and procedures to guide the determination of such allocations. Rhône's allocation of co-investment opportunities is discussed further in Item 8 – "Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest."

### **Funds Co-Investing with Third Parties**

The Funds generally co-invest with third parties through partnerships, joint ventures or other entities or arrangements. Such investments involve risks not present in investments where a third party is not involved, including the possibility that a third-party co-venturer or partner at any time has economic or business interests or goals that are inconsistent with those of the relevant Fund, or is in a position to take action contrary to the investment objectives of such Fund. In addition, a Fund could potentially in certain circumstances be liable for actions of its third-party co-venturer or partner. Any persons or entities that propose to co-invest with a Fund in connection with any transaction (including, without limitation, Rhône principals, personnel and affiliates) would only be responsible for a share of the fees and expenses associated with such transaction to the extent such transaction is actually consummated. Accordingly, to the extent any such transaction is not consummated, the full amount of Broken Deal Expenses, including Broken Deal Expenses relating to transactions that have been syndicated or offered to but not taken by co-investors, or for which a syndication or co-investment was believed necessary in order to consummate such transaction, or would have been beneficial in the judgment of the relevant General Partner, relating to any such proposed transaction may therefore be borne fully by a Fund. There can be no assurance that a Fund's return from a



transaction would be equal to and not less than the return of another party that was allocated a co-investment opportunity and that is participating in the same transaction. Any such disparity in returns would occur for a number of reasons, including the following, among others: (1) the co-investment opportunity is burdened by fees such as Management Fees, Monitoring Fees or Transaction / Consulting Fees or carried interest allocations or similar items and (2) the security offered to co-investors has a different profile from that held by a Fund.

### **Co-Investment Policy**

Rhône will be under no obligation to provide co-investment opportunities. Additionally, Rhône reserves the right to offer a co-investment opportunity to one or more co-investors without offering such opportunity to any of the other potential co-investors, and has agreed to give priority co-investment allocation to certain investors, in each case on terms to be determined by Rhône or its affiliates. Notwithstanding the foregoing, co-investments will generally be made, at the investment level, on economic terms substantially no more favorable to co-investors than those on which a Fund invests and any such co-investment generally will be sold or otherwise disposed of at substantially the same time (and in the case of a partial disposition, in substantially the same proportion) as a Fund's disposition of its interest in such investment and on economic terms at the investment level substantially no more favorable to such co-investors than to a Fund. However, as noted above, for strategic and other reasons, co-investors or co-invest vehicles have purchased, and could in the future purchase, a class of security or interest in a portfolio company that is different from that held by a Fund, which would likely also affect the timing of the disposition of such investment, necessitating an earlier or later disposition than that of a Fund. In such cases, Rhône follows its policies and procedures established to allocate investment opportunities among co-investors and the Funds, described further below in Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest”.

### **Over-Commitment by a Fund**

In order to facilitate the acquisition of a portfolio company, Rhône or one or more of its affiliates have made (or committed to make), or caused one or more of their Funds to make (or commit to make), an investment in such portfolio company with a view to selling a portion of such investment to co-investors or other persons prior to or within a period after the closing of the acquisition. Rhône may also choose to do so in future investments as well. In these cases, the Funds then holding such investment will bear the risk that any or all of the excess portion of such investment will not be sold or will only be sold on unattractive terms and that, as a consequence, the applicable Funds would bear the entire portion of any breakup fee or other fees, costs and expenses related to such investment, hold a larger than expected investment in such portfolio company or realize lower than expected returns from such investment. Rhône and its affiliates endeavor to address such risks by requiring such investments to be in the best interests of its Funds, regardless of whether any sell-down ultimately occurs. None of Rhône or any of its affiliates will be deemed to have violated any duty or other obligation to the Funds or any of their respective investors by engaging in such investment and sell-down activities.

## ITEM 7

### Types of Clients

Rhône provides investment management services solely to its Fund clients, which generally include foreign and domestic pooled investment vehicles organized as limited partnerships and other foreign legal entities, and references throughout this Brochure to “clients” and to Rhône’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds are not registered under U.S. federal securities laws. All U.S. persons investing in a Fund must be “accredited investors” (as defined in Regulation D of the Securities Act) or, either alone or with one of its representatives, have sufficient knowledge and experience in financial and business matters to make such person capable of evaluating the merits and risks of investing in a Fund. Investors are also required to satisfy other conditions when appropriate such as being a “knowledgeable employee” within the meaning of Rule 3c-5 of the Investment Company Act. Details concerning applicable investor eligibility or suitability requirements are included in the offering documents relating to each Fund, including its Governing Documents, which are furnished to all investors in a Fund.

The investors participating in the Funds generally include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations, or other corporations or business entities and often include, directly or indirectly, principals or other personnel of Rhône and its affiliates and members of their families, senior advisors, operating executives and members of an Operations Group, or other service providers retained by Rhône or a Fund, as well as executives of portfolio companies.

The relevant General Partner also generally is permitted to establish Funds that are alternative investment vehicles in order to permit certain investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the Governing Documents of the related Fund.

Investors must meet certain minimum initial investment thresholds, which vary by Fund. Rhône’s generally is permitted to waive such minimum initial investment amount, but generally will not permit an amount less than \$100,000 (or other amounts as specified by Cayman Islands law).

## ITEM 8

### Methods of Analysis, Investment Strategies and Risk of Loss

As a general matter, the objective of the Funds is to generate returns on investment, primarily through long-term capital appreciation, subject to the specific provisions of the mandate set forth in each Fund’s Governing Documents. Each Fund generally expects to make equity and equity-related investments in situations where it will be the primary institutional investor or part of a group of institutional co-investors, in each case, with management rights appropriate

for the investment. However, a Fund may also invest in debt securities or other instruments, so long as such investment is within the investment mandate of such Fund. Investments include, but are not limited to, management buy-outs or leveraged acquisitions, recapitalizations, growth equity investments, spin-offs from large corporations, and industry consolidation platforms. Certain JV Funds have also made investments in alternative assets such as royalty or similar interests, ships, timber, oil and gas, real estate and infrastructure projects. Specific descriptions of such strategies and methods are included in each Fund's Governing Documents. This summary should not be interpreted to limit in any way Rhône's investment activities.

Before Rhône devotes significant resources to pursuing an investment opportunity, the transaction team prepares an introductory memorandum regarding the target company for review by Rhône's Investment Committee. Each introductory memorandum is expected to contain an analysis of certain high-level information available at that stage of the potential investment, including (to the extent available) a description of the target and the anticipated transaction, a description of the target's business, a general review of the industry, an investment thesis, a summary of the risks and merits of the opportunity, and a recommendation by the team. Following review of the introductory memorandum and discussion with the transaction team, the Investment Committee determines whether a Fund should pursue the opportunity, raising particular concerns to be addressed in further due diligence. If it is determined to move forward with the proposed investment, the transaction team then continues to update and inform the Investment Committee of significant developments on a regular basis throughout the due diligence process until it is in a position to submit a final investment memorandum for consideration and decision.

Rhône performs significant research into each prospective investment and disposition. Such research generally includes, among other things, a review of the target company's financial statements, comparisons with similar public and private companies (to the extent such information is available) and relevant industry data. In conducting such research, Rhône consults a variety of sources generally accepted by the financial community, including the following: financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, due diligence materials and other internal documentation made available by the target and, if applicable, annual reports, prospectuses, filings with the SEC and company press releases. It also engages the services of experts and consultants with expertise in relevant areas, and requests and seeks out additional materials it deems relevant.

Typically, Rhône seeks to invest in cash-generative businesses that offer compelling value, particularly through identified international growth opportunities. While maintaining a primary focus on pan-European and transatlantic businesses, Rhône expects to build on its experience in other international markets to opportunistically consider investments in companies with significant operations outside Europe and North America. In addition, Rhône may expand its review of investment opportunities to include those within the investment mandate of the JV Funds.

All investing involves a risk of loss. An investment in a Fund may be deemed a speculative investment, is not intended as a complete investment program and may result in a partial or total loss of capital. It is designed for sophisticated investors who fully understand, and are capable of evaluating the merits and risks of an investment in a Fund and bearing the associated risk of an investment. Further, it is not anticipated that there will be an active secondary market for Fund interests, and it is not expected that such a market will develop. In general, withdrawals of capital from the Funds are not permitted and interests are not redeemable. No guarantee or representation is made that a Fund's investment objectives will be achieved or that investors will receive a return of their capital. Performance could be negatively affected by a number of risks.

Each Fund and its investors bear the risk of loss that Rhône's investment strategy entails. The risks involved with Rhône's investment strategy and an investment in a Fund include, but are not limited to:

### **No Assurance of Portfolio Investment Return; Market Risks**

A Fund may enter into high-risk investment opportunities. A Fund's investment portfolio may consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses. Portfolio companies or other opportunities in which a Fund invests may not achieve their expected operational objectives and may experience substantial fluctuations in their operating results. A Fund will be subject to the risks associated with the underlying businesses engaged in by portfolio companies, including changes in the financial condition of the businesses, their prospects, regulatory environment, general economic and political conditions as well as market conditions, the loss of key management personnel, and other factors. There is no assurance that the relevant General Partner will be able to generate returns for a Fund's investors or that returns will be commensurate with the risks of investing directly in the portfolio companies or other opportunity. An investment in a Fund should only be considered by persons who can afford a loss of their entire investment. There can be no assurance that any Fund's investment objective will be achieved, or that any limited partner will receive a return on its capital or a return of any capital contributed to any Fund.

### **Illiquid and Long-Term Investments**

Investment in a Fund requires a long-term commitment, with no certainty of return and should be viewed as an illiquid investment. It is not anticipated that there will be an active secondary market for Fund interests, and it is not expected that such a market will develop. In general, withdrawals of capital from the Funds are not permitted and interests are not redeemable. Many of a Fund's investments will be highly illiquid, and there can be no assurance that such Fund will be able to realize such investments in a timely manner or at all. Although certain investments by a Fund may generate current income, the return of capital and the realization of gains to such Fund and its partners, if any, from an investment generally will occur only upon the partial or complete disposition of such investment. Losses on unsuccessful investments may be realized before gains on successful investments are realized. While an investment may be sold at any

time, it is generally expected that this will not occur for a number of years after the initial investment. In some cases, a Fund may be prohibited by contract from selling certain securities for a period of time. In addition, there can be no assurance that a Fund will have sufficient cash flow to permit it to make annual distributions in the amounts necessary for its limited partners to pay all tax liabilities resulting from such limited partners' ownership of limited partner interests. Before such time, there may be no current return on an investment. Furthermore, the expenses of operating a Fund (including the Management Fee) may exceed its income, thereby requiring that the difference be paid from a Fund's capital, including unfunded capital commitments.

### **Restricted Nature of Investment Positions**

Generally, there will be no readily available market for Fund investments, and hence, most of a Fund's investments will be difficult to value. Certain investments may be distributed in kind to a Fund's partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to a Fund's partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the relevant Fund's Governing Documents, including the value used to determine the amount of carried interest available to such Fund's General Partner with respect to such investment.

### **No Market or Liquidity for Interests in a Fund; Restrictions on Transfers**

The interests in a Fund have not been, and will not be, registered under the Securities Act, the securities laws of any state thereof or the securities laws of any other jurisdiction, and, therefore, cannot be resold unless an exemption from registration is available. There is no public market for the interests in any Fund, and one is not expected to develop. In addition, it is not anticipated that there will be an active secondary market for Fund interests, and it is not expected that such a market will develop. In general, withdrawals of capital from the Funds are not permitted and interests are not redeemable.

Each limited partner is required to represent that it is a qualified investor under applicable securities laws and that it is acquiring its interests in a Fund for investment purposes and not with a view to resale or distribution and that it will only sell and transfer its interests in such Fund to a qualified investor under applicable securities laws and in a manner permitted by the applicable Governing Documents and consistent with such laws. There are substantial restrictions upon the transferability of interests in the Funds under the applicable Governing Documents and securities laws. A limited partner is generally not permitted to assign, sell, exchange or transfer any of its interest, rights or obligations with respect to its interests in a Fund without the relevant General Partner's prior written consent, which consent will be given or withheld in Rhône's discretion. No such assignee, purchaser or transferee will be admitted as a substitute limited partner without such General Partner's consent, which consent may be given or withheld in its discretion. Limited partners are not permitted to voluntarily withdraw

capital from a Fund. In addition, Fund interests are not redeemable. Consequently, limited partners are generally not able to liquidate their interests in a Fund prior to the termination of such Fund and must be prepared to bear the risks of owning partnership interests for an extended period of time.

### **Unspecified Investments**

At the time a limited partner decides to invest in a Fund, such Fund's General Partner typically will not yet have selected any of the investments that such Fund will make. Purchasers of interests in a Fund will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments to be made by such Fund in the future and, accordingly, will be dependent upon the judgment and ability of the relevant General Partner in investing and managing the capital of such Fund.

### **Highly Competitive Market for Investment Opportunities**

The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty, and is subject in some cases to the prevailing capital market, regulatory or political environment. A Fund may encounter competition from other similarly focused funds formed before or after the establishment of such Fund. Potential competitors include other investment partnerships and corporations, business development companies, strategic industry acquirers and other financial investors investing directly or through affiliates. Some of these competitors may have more relevant experience and greater financial resources than a Fund, the relevant General Partner or its affiliates. There can be no assurance that a Fund will be able to locate and complete portfolio investments which satisfy such Fund's rate of return objectives or is reflective of its values or that it will be able to invest fully its committed capital. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, unless otherwise agreed in a Fund's Governing Documents, until a Fund's commitment period is terminated, limited partners will be required to pay the Management Fee based on the entire amount of their respective commitments. To the extent that a General Partner encounters competition for investments, returns realized by the relevant Fund's limited partners from the relevant Fund may be lower than expected.

### **Leveraged Investments**

The Funds are permitted to make use of leverage by incurring or having a portfolio company or intermediate entity incur debt to finance all or a portion of certain investments, whether on a temporary or long-term basis, including in respect of companies not rated by credit agencies. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and

potentially will constrain its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of a Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of such Fund's investments in the leveraged portfolio companies in a down market. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the relevant Fund. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, such Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which a Fund will invest generally will not be rated by a credit rating agency. Except where otherwise required by the relevant Governing Documents, a Fund will not be obligated to borrow on behalf of a portfolio company, even in circumstances where the Fund's creditworthiness would permit borrowing at a lower rate than is available to the portfolio company.

Certain Funds are also permitted to borrow money or guarantee indebtedness (such as a guarantee of a portfolio company's debt) or otherwise be liable therefor, and in such situations, it is not expected that such Funds would be compensated for providing such guarantee or exposure to such liability. The use of leverage by a Fund generally also will result in fees, interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. While Fund-level borrowings generally will be subject to limitations set forth in the Governing Documents and interim in nature, asset-level leverage generally will not be subject to any limitations, including with respect to the amount of time such leverage may remain outstanding. The Funds generally are permitted to incur leverage on a joint and several basis with one or more other investment funds and entities managed by a General Partner or any of its affiliates, including through Fund subsidiaries and other intermediate entities, and may have a right of contribution, subrogation or reimbursement from or against such entities. It is also possible that certain co-investors (including management, any roll-over investors and/or third-party co-investors) will not share in incurring such leverage and that the Fund will disproportionately bear the risk and/or costs of leverage arrangements. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts are permitted to be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund.

### **Subscription Lines and Other Borrowings**

A Fund generally is permitted to enter into a subscription line with one or more lenders in order to finance its operations, including the acquisition, financing or refinancing of the Fund's investments, as well as to consolidate and normalize capital calls to limited partners. Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the relevant General

Partner's right to call capital from the limited partners, limited partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in additional partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment, structuring, and negotiation of the terms of the borrowing facility, as well as expenses relating to maintaining, renegotiating or terminating the facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the Governing Documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the relevant Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, or results in short-term gains to a Fund, which in certain circumstances enhances the relevant Fund's return calculations and thereby would benefit the marketing efforts of the General Partner and its affiliates, and increases the likelihood that any hurdle or preferred return component in the Fund's carried interest arrangements will be met. A portfolio company financing from a subscription line, rather than from a Fund-level equity commitment, has the potential to increase such returns, particularly in instances where the relevant amount has been drawn for an extended period of time. 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 can be 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 of 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 Governing Documents. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing Funds) to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.



A credit agreement or borrowing facility 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, as a result of separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a credit facility allows 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 Rhône for expenses incurred on behalf of the relevant Fund. A Fund is permitted to also utilize Fund-level borrowing when the 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.

If an investment appreciates in value and is disposed of prior to repayment, the relevant Fund generally would apply disposition proceeds to repay the borrowing and related interest and expenses, the absence of invested capital funded by limited partners potentially will result in a distribution of net proceeds without a preferred return accrual on the amount invested. Accordingly, borrowings have the potential to support the distribution of proceeds to limited partners and increase the potential carried interest for the relevant General Partner, as reduced by the interest incurred by the relevant Fund. Subject to any limitations in the Governing Documents, this scenario potentially incentivizes the relevant General Partner to permanently fund the acquisition and ongoing capital needs of a Fund's investments and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and accordingly, capital contributions to repay such borrowings may be required

only at the time of the disposition of an investment (or never, if principal and interest on such borrowings are always repaid out of disposition proceeds).

### **Investment-and Intermediate Entity-Level Borrowing**

Subject to the terms and conditions of the Governing Documents, a Fund can 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, the following: 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/or 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. For example, any indebtedness obtained by any special purpose vehicle established by the Fund to hold a single, multiple or all investments (such as a lending facility collateralized or secured by a Fund’s holdings in some or all of its investments) generally would not be subject to the limits on borrowing or guarantees by the Fund in the Governing Documents. Additionally, letters of credit and/or other guarantees or forms of credit support are not subject to any limitation on indebtedness or any other limitation in the Governing Documents.

### **Bridge Investments**

Any Fund may provide bridge financing in connection with one or more of its investments. Such a Fund will bear risk of any changes in capital markets, which may adversely affect the ability of a portfolio company to refinance any such investments. If a portfolio company were unable to complete a refinancing, the relevant Fund could have a long-term investment in a junior security or that junior security might be converted to equity.

### **Investment in Less Established Companies**

In addition to investing in established companies, a Fund may invest a portion of its assets in the securities of smaller, less established companies. Investments in such companies may involve greater risks than are generally associated with investments in more established companies. The securities of such less established companies may be subject to more abrupt and erratic market price movements than larger, more established companies, since trading volumes for the securities of less established companies are generally quite low. Less established companies tend to have a lower capitalization and fewer resources and, therefore, are often more vulnerable to financial failure. In addition, such companies may not be profitable at the time of investment and may experience substantial fluctuations in their operating results. The success of such companies may also depend on the management talents and efforts of one person or a small group of persons whose death, disability or resignation would adversely affect their businesses. Such companies may also have shorter operating histories on which to judge future performance. Rhône and/or its affiliates have not established any minimum size for the companies in which the Funds will invest.

### **Risks in Successfully Implementing Operating Improvements**

The activity of identifying and implementing potential operating improvements at portfolio companies entails a high degree of uncertainty. In addition, a Fund's engagements with Special Consultants or the Operations Group as described in Item 8 – "Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest" in connection with identifying and improving investments does not guarantee or otherwise ensure that a Fund, based on such engagements, will have an increased probability of success in connection with such activities. There can be no assurance that the Funds will be able to successfully identify and implement such improvements. Failure to successfully implement such improvements may adversely affect the performance of portfolio companies and, as a result, the business and performance of the Funds.

### **Risks Arising from Provision of Managerial Assistance**

The General Partner of any Fund generally expects to obtain the right to participate substantially in the conduct of the management of many of the portfolio companies of the Funds. The General Partners typically will designate directors who serve on the boards of directors of portfolio companies. The designation of representatives and other measures contemplated could expose the assets of a Fund to claims by a portfolio company, its security holders and its creditors, including claims that a Fund is a controlling person and thus liable for corporate or securities laws violations by a portfolio company. These measures also could result in certain liabilities in the event of bankruptcy or reorganization of a portfolio company, could result in claims against a Fund if the designated directors violate their fiduciary or other duties to a portfolio company or fail to exercise appropriate levels of care and applicable corporate or securities laws, environmental laws or other legal principles, and could expose a Fund to claims that it has interfered in management to the detriment of a portfolio company. While the General Partners intend to operate the Funds in a way that will minimize the exposure to these risks, the possibility of successful claims cannot be precluded.

## **Minority Investments; Investments with Third Parties in Joint Ventures, Partnerships and Other Entities**

Any Fund may make minority equity investments in entities where such Fund does not participate in the management or otherwise control or influence the business or affairs of such entities. Accordingly, the success or failure of those entities will depend to a significant extent on their management. In addition, a Fund may make co-investments, partner or “club” with third parties through special purpose vehicles, partnerships, joint ventures or other entities, and, as a result, could acquire non-controlling interests in certain portfolio companies. Because a Fund may not have control over these companies, it may have a limited ability to protect its investment. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that a third party partner or co-investor may have financial difficulties which negatively affect such investment, may have economic or business interests or goals which are inconsistent with those of the relevant Fund, or may be in a position to take (or block) action in a manner contrary to such Fund’s investment objectives or narrow the array of potential exit strategies for such Fund. In addition, a Fund may in certain circumstances be liable for the actions of its third-party partners or co-investors. Investments made with third parties in joint ventures or other entities may involve fees payable to such third-party partners or co-investors.

### **Lack of Unilateral Control**

Even if a Fund is the majority investor or controlling shareholder, as applicable, of a portfolio company, in certain circumstances it may not have unilateral control of the portfolio company. To the extent a Fund invests alongside third parties, as described above, the relevant portfolio company may be influenced by persons who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of such Fund or its limited partners. Such third parties may be in a position to take action contrary to such Fund’s business, tax or other interests, and such Fund may not be in a position to limit such contrary actions or otherwise protect the value of its investment.

### **CFIUS and National Security Investment Clearance Considerations**

In some cases, investments by a Fund involving the acquisition of or investment in a U.S. business (including a U.S. subsidiary of a company domiciled outside of the United States) may be subject to and/or require review and approval by the Committee on Foreign Investment in the United States (“CFIUS”). In the event that CFIUS reviews one or more investments in a portfolio company, there can be no assurances that the Fund will be able to maintain or proceed with such investments on acceptable terms. Additionally, CFIUS may seek to impose limitations on one or more such investments that may prevent a Fund from maintaining or pursuing investment opportunities that the Fund otherwise would have maintained or pursued, which could adversely affect the performance of such Fund’s investment in such portfolio companies. Moreover, other countries continue to strengthen their own national security investment clearance regimes, and a Fund’s investments outside of the U.S. may face delays, limitations, or restrictions as a result of notifications made under and/or compliance with these legal regimes.

Heightened scrutiny of foreign direct investment worldwide may also make it more difficult for a Fund to identify suitable buyers for portfolio companies upon exit and may constrain the universe of exit opportunities for a portfolio company. Any of these factors have the potential to adversely affect a Fund's performance, and the likelihood that CFIUS considerations will be implicated is expected to increase where non-U.S. limited partners comprise a substantial percentage of a Fund. Under the Governing Documents, the relevant General Partner generally is authorized, although not required, to excuse or otherwise limit non-U.S. limited partners' ability to invest in U.S. businesses (or to exercise voting or advisory committee rights with respect thereto) in order to anticipate or comply with CFIUS considerations. However, there can be no assurance that invoking any such excuse provisions or other limitations will allow the Fund to proceed with or maintain any investment, or to avoid losses relating thereto. Similar considerations are expected to apply with respect to reviews by non-U.S. national security or investment clearance regulators.

### **Anti-Corruption and Economic Sanctions Matters**

The General Partners and the Funds are committed to complying with all anti-corruption and anti-bribery laws and regulations to which they are subject. Such laws and regulations may make it difficult in certain circumstances for the Funds to act successfully on investment opportunities and for portfolio companies to obtain or retain business. As a result, the Funds may be adversely affected or miss out on opportunities because of the General Partners and the Funds' unwillingness to participate in transactions that potentially violate such laws and regulations. In recent years, European Union ("EU"), U.S., and other regulators have devoted more resources to enforcement of anti-corruption and anti-bribery laws and regulations, including with respect to investments made by private equity investors. Any failure to comply with anti-corruption and anti-bribery laws and regulations could have serious legal and reputational consequences, including operational disruptions and financial penalties.

Moreover, the General Partners and the Funds are subject to economic sanctions laws and regulations that restrict them from dealing with entities, individuals, organizations and/or investments which are targeted by economic sanctions restrictions. Enforcement of economic sanctions laws and regulations in the EU, U.S., and other jurisdictions and countries is increasing, and failure by the General Partners, the Funds, and/or portfolio companies to comply with applicable EU, U.S., or other relevant economic sanctions could have serious legal and reputational consequences, including operational disruptions and financial penalties.

In addition, as described further below in Item 8 – "Methods of Analysis, Investment Strategies and Risk of Loss – Material Non-Public Information; Other Regulatory Restrictions", certain programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC. Accordingly, the Funds require investors to represent that they are not named on a list of prohibited entities and individuals maintained by OFAC or under similar regulations in the EU and the United Kingdom ("UK"), and are not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United States, United Nations, EU or UK (collectively,

“Sanctions Lists”). If a limited partner is on a Sanctions List, a Fund may be required to cease any further dealings with such limited partner (including, for example, by ejecting such limited partner’s capital commitment, in whole or in part, in the relevant General Partner’s sole discretion) until such sanctions are lifted or a license is sought under applicable law to continue dealings. Accordingly, these types of sanction laws may prohibit or limit a Fund’s investment activities. Although Rhône expends significant effort to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by Rhône’s or a Fund’s activities, which would adversely affect the Fund.

### **Sanctioned Investors**

If after subscribing to a Fund a limited partner is included on a Sanctions List maintained by a relevant regulatory or governmental authority (including OFAC or equivalent non-U.S. authorities), the relevant General Partner will have the sole discretion to determine the resolution, remedy and manner of compliance of the Fund with applicable laws, including without limitation a “freeze” on distributions and/or capital calls from the relevant limited partner and reporting to the relevant authorities. Adverse actions by any such authorities, including temporary or permanent stays or holds on the Fund’s activities, could materially and adversely affect the Funds.

### **Investments in Restructurings**

A General Partner may cause the relevant Fund to make investments in restructurings involving portfolio companies that are experiencing or are expected to experience financial difficulties, which may never be overcome. Such investments could, in certain circumstances, subject the relevant Fund to certain additional potential liabilities that may exceed the value of such Fund’s original investment in the portfolio company. In addition, certain of such Fund’s investments may become subject to the applicable bankruptcy, insolvency, creditors’ rights or similar laws. In such situations, such Fund’s investments are subject to the risk that a bankruptcy, insolvency or similar filing may adversely and permanently impact the value of an investment and that high administrative costs may impair the value of the investments. For example, in certain circumstances, a lender who has inappropriately exercised control over the management and policies of a debtor may have its claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. In addition, under certain circumstances, payments to a Fund and distributions by its General Partner out of the assets of such Fund to the limited partners may be reclaimed if any such payment of distribution is later determined to have been a fraudulent conveyance or a preferential payment.

### **Reorganization Proceedings**

A Fund’s investments may include companies involved in reorganization proceedings. Such investments typically entail a number of risks that do not normally apply to investments in other companies. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that the General Partners will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations

or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, the relevant Fund may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which such Fund invested. A wide variety of considerations make any evaluation of the outcome of an investment in such a company uncertain. Such considerations include, for example, inaccurate or dated financial information, competing interests or litigation among the participants in a reorganization or liquidation proceeding, the requirements to obtain mandatory or discretionary consents from various governmental authorities or others, the determinations of a particular judge in a court of equity, the deterioration of an operating business during a traumatic episode in the company's operating history, and uncertainty regarding the amount of administrative costs that might be incurred in a reorganization proceeding. The uncertainties inherent in evaluating such investments may be increased by legal and practical considerations that limit a General Partner's access to reliable and timely information concerning material developments affecting a company, or which cause lengthy delays in the completion of a reorganization or liquidation proceeding.

### **Currency and Foreign Exchange Risks for U.S. Investors**

The functional currency of the Funds is the euro. Given that a Fund may invest in portfolio companies that are organized or headquartered or have substantial sales or operations in jurisdictions where the functional currency is not the euro, such investments, and the income received by a Fund with respect to such investments may, therefore, be denominated in various non-euro currencies. However, a Fund's books and records will be maintained, and capital contributions to and distributions from a Fund will generally be made, in euros. Accordingly, changes in currencies may adversely affect the euro value of investments, interest and other revenue streams received by a Fund, gains and losses realized on the disposition of investments and the amount of distributions, if any, made by a Fund. The relevant General Partner may (but is not required to) enter into hedging transactions designed to reduce such currency risks. In addition, limited partners will bear the expense of funding their obligations to a Fund in euros and will bear the risk of changes in the exchange rate between the euro and the U.S. dollar, regardless of whether a limited partner makes contributions to a Fund in euros or U.S. dollars.

The functional currency of many of the Funds is the euro. In such cases, the investors in such Funds will bear the expense of funding their obligations to the relevant Fund in euros and will bear the risk of changes in the exchange rate between the euro and the U.S. dollar, regardless of whether an investor makes contributions to a Fund in euros or U.S. dollars.

### **Tax Information Exchange Regimes; FATCA Withholding Tax on Certain Non-U.S. Entities**

The United States, pursuant to the United States Foreign Account Tax Compliance Act ("FATCA") has entered into numerous intergovernmental agreements with various jurisdictions concerning the exchange of information as a means to combat tax evasion. The Organization for Economic Co-operation and Development (the "OECD") has been actively working towards

exchange of information on a global scale and in 2014 published a global Common Reporting Standard (the “CRS”) for automatic exchange of financial account information in tax matters, which many countries have now implemented. With effect from January 1, 2016, a new mandatory automatic exchange of information regime was implemented under Council Directive 2011/16/EU on administrative co-operation in the field of taxation (as amended) (the “Directive on Administrative Co-Operation” or the “DAC”). The DAC, which effectively implements the CRS, requires governments to obtain detailed account information from financial institutions and exchange that information automatically with other jurisdictions annually. The DAC does not impose withholding taxes. The EU has also signed separate automatic exchange of information agreements with certain non-EU countries, under which the EU and the relevant jurisdiction will automatically exchange information on the financial accounts of each other’s residents. The DAC has also more recently been amended, with effect from June 25, 2018, to require ‘intermediaries’ (as defined), and in some cases taxpayers, to report information to EU tax authorities about cross-border arrangements that contain certain prescribed hallmarks. A tax authority receiving such a report must automatically exchange that information with tax authorities in other EU Member States. One or more of these information exchange regimes are likely to apply to a Fund and / or alternative investment vehicles, and may require a General Partner to collect and share with applicable taxing authorities information concerning limited partners (including identifying information and amounts of certain income allocable or distributable to them). A limited partner’s failure to provide such information may result in withdrawal from a Fund and/or alternative investment vehicles. In addition, FATCA generally imposes a withholding tax of 30% on a non-U.S. entity’s (including the Fund’s) share of certain payments attributable to investments in the United States, such as dividends, interest, and royalties, unless an exception applies. Of note, the U.S. Internal Revenue Service (the “IRS”) has issued proposed regulations, on which taxpayers may rely until final regulations are issued, that would generally not apply these withholding requirements to gross proceeds from asset dispositions. In addition, this withholding tax could, under certain limited circumstances, apply to a Fund, if it fails to comply with certain reporting obligations to the Cayman Islands.

## **Non-U.S. Investments**

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

Depending on the availability of investment opportunities and the economic climate, some of the Funds intend to invest a significant portion of their capital in portfolio companies located primarily in Europe and/or in euro denominated securities. Because investments in non-euro issues may involve non-euro currencies and because a Fund may temporarily hold funds in bank deposits in such currencies during the completion of investment programs, such Fund may be



affected favorably or unfavorably by changes in currency rates and in exchange control regulations and may incur transaction costs in connection with conversions between various currencies. In addition, because companies in certain jurisdictions are not subject to highly stringent or uniform accounting, auditing, and financial reporting standards, practices and requirements, the types of information available about such companies may be different from and of lower quality than information available in certain other jurisdictions. With respect to certain countries, there may be the possibility of expropriation or confiscatory taxation, political or social instability, limitation on the removal of funds or other assets or repatriation of profits, U.S. and foreign withholding taxes, import duties or other protectionist measures, or diplomatic developments which could affect a Fund's investments in those countries.

The recent European sovereign debt crisis and the decision by voters in the UK to exit the EU has raised questions concerning the continued viability of the Eurozone's single currency and increased the risk of a possible failure of the euro. Europe is experiencing increasing challenges as a result of certain member-countries' financial difficulties and the uncertainty around their fiscal and monetary policy direction. Volatility in the currency markets may result in a Fund's investment portfolio incurring higher costs and may adversely impact the profitability and cash flows from operations of its portfolio companies.

In connection with its non-euro investments, a Fund may (but is not required to) employ hedging techniques to reduce a portion of the risks related to fluctuations in foreign currencies. To the extent unhedged, the value of the non-euro investments in euros will fluctuate with euro exchange rates. Furthermore, while a Fund may benefit from the use of futures and options on futures, unanticipated changes in interest rates, securities prices, or currency exchange rates may result in poorer overall performance for such Fund than if it had not entered into any futures contracts or options transactions. In the event of an imperfect correlation between a futures position and portfolio positions which is intended to be protected, the desired protection may not be obtained, and the relevant Fund may be exposed to risk of loss. In addition, it is not possible to hedge fully or perfectly against currency fluctuations affecting the value of securities denominated in non-euro currencies because the value of those securities is likely to fluctuate as a result of independent factors not related to currency fluctuations. Moreover, currency hedging instruments may not be available in certain currencies with a duration that matches the long-term nature of the underlying principal investment.

Additional risks include: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed regulatory institutions; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

### **United Kingdom Exit from the EU**

The UK formally left the EU on January 31, 2020 ("Brexit"). After a transition period that ended on December 31, 2020, EU rules ceased to apply in the UK. Although the terms of the UK's future

relationship with the EU were agreed in a trade and cooperation agreement, the agreement does not include an agreement on financial services, and as a result, UK firms in the financial sector have more limited access to the EU market than prior to Brexit, and EU firms similarly have more limited access to the UK, owing to the loss of passporting rights under applicable EU and UK legislation. Alternative arrangements and structures may allow for the provision of cross-border marketing and services between the EU and UK, but these are subject to legal uncertainty and the risk that further legislative and regulatory restrictions could be imposed in the future.

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

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

### **Follow-on Investments**

Following a Fund's initial investment in a portfolio company, the relevant General Partners is permitted to consider the opportunity to increase such Fund's investment in such portfolio company or to decide to provide additional funds to such portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There is no assurance that a Fund will make such follow-on investments or that a Fund will have sufficient funds to make all or any of such investments. Any decisions by a Fund not to make follow-on investments or its inability to make such investments may have a substantial negative impact on a portfolio company in need of such an investment or may result in missed opportunities for such Fund (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its

participation in a successful portfolio company or the dilution of such Fund's ownership in a portfolio company if a third party invests in such portfolio company.

### **Concentration of Investments**

A Fund will only participate in a limited number of investments (and may seek to make several investments in one industry or one industry segment or within a short period of time) and, as a consequence, the aggregate return of a Fund may be materially affected by the performance of a single investment or a single industry segment. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may have a substantial adverse effect on a Fund's performance. Other than as set forth in the Governing Documents, limited partners have no assurance as to the degree of diversification in a Fund's investments. In addition, in transactions where a General Partner intends to refinance all or a portion of the capital invested, there will be a risk that such refinancing may not be completed, which could lead to increased risk as a result of the relevant Fund having an unintended long-term investment and/or reduced diversification and may substantially affect its aggregate return. To the extent that the capital raised is less than the targeted amount, a Fund may invest in fewer portfolio companies and thus be less diversified.

Furthermore, a limited partner's participation in investments may be limited by virtue of the relevant General Partner's right to exclude a limited partner from participating in any investment if such General Partner determines in its discretion that such participation might otherwise have certain materially adverse effects on a portfolio company or the relevant Fund.

### **Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes**

There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry and, more generally, there is an increased focus on tax avoidance strategies employed by businesses. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on a Fund's activities, including the ability of a Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. In particular, a Fund may be required to incur additional costs and expenses in implementing structural changes in the conduct of such Fund's business, including to establish greater substance in certain jurisdictions in which such Fund invests or proposes to invest. The foregoing may make it less attractive or impractical to continue to invest in one or more jurisdictions.

Moreover, legal, tax and regulatory changes could occur during the term of the Funds that may adversely affect the Funds, their portfolio companies or partners. For example, the market for private equity transactions has occasionally been adversely affected by a decrease in the availability of senior and subordinated financing for transactions, in part in response to regulatory pressures on providers of financing to reduce or eliminate their exposure to such transactions. The Funds may invest in portfolio companies that operate in a highly regulated environment and are subject to extensive legal and regulatory restrictions and limitations and to supervision, examination and enforcement by regulatory authorities. New and existing

regulations and burdens of regulatory compliance may directly impact the business and results of the operations of, or otherwise have a material adverse effect on, portfolio companies that are subject to regulation. The General Partners cannot predict whether new legislation or regulation governing those industries will be enacted by legislative bodies or governmental agencies, nor can they predict what effect such legislation or regulation might have. Failure to comply with any of these laws, rules and regulations, some of which are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines, which may have material adverse effects.

Additionally, the SEC has proposed and enacted significant rules that will impact the business of Rhône, the General Partners, and the Funds. In particular, the SEC has adopted a number of new rules that would 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 affect Rhône 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.

### **Assumption of Contingent Liabilities**

In connection with an investment, the Funds may assume, or acquire a portfolio company subject to, contingent liabilities. These liabilities may be material and may include liabilities associated with pending litigation, regulatory investigations or environmental actions, among other things. To the extent that these liabilities are realized or a Fund is unable to negotiate or collect on any indemnification relating thereto, they may materially adversely affect the value of a portfolio company. In addition, if a Fund has assumed or guaranteed these liabilities, the obligation would be payable from the assets of such Fund, including the unfunded commitments of limited partners. To the extent that the assets of such Fund are inadequate to meet such liabilities, limited partners may be required to return to such Fund amounts previously distributed to them to meet such liabilities.

### **Contingent Liabilities on Disposition of Investments**

In connection with the disposition of an investment in a portfolio company, a Fund may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties (*e.g.*, about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities) in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. A Fund may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure

documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by the Fund and, ultimately, its limited partners.

### **Limitation of Recourse and Indemnification**

The Governing Documents of the Funds will limit the circumstances under which the General Partners and their affiliates will be held liable to the Funds. As a result, limited partners may have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, the Governing Documents will provide that the Funds will indemnify the General Partners and their affiliates for certain claims, losses, damages and expenses arising out of their activities on behalf of the Funds. Such indemnification obligations could materially impact the returns to limited partners. The indemnification obligation of the limited partners would be payable from the assets of the relevant Fund(s), including the unfunded commitments of the limited partners. To the extent that the assets of a Fund are inadequate to meet such indemnification obligation or following the dissolution of such Fund, limited partners may be required to return to such Fund amounts previously distributed to them to meet such indemnification obligation.

### **Subordination**

The securities in which the Funds will invest may be among the most junior in a portfolio company's capital structure and thus will typically be subordinated to the senior obligations of a portfolio company, including those which may be held by limited partners, the General Partners or their affiliates, all or a significant portion of which may be secured. Such subordinated investments may be characterized by greater credit risks than those associated with the senior obligations of such portfolio company. Generally, there will be no collateral to protect a Fund's investment once made. Adverse changes in the financial condition of a portfolio company or in general economic conditions or both may impair the ability of such portfolio company to make payments on the subordinated securities and result in defaults on such securities more quickly than in the case of the senior obligations of such portfolio company.

### **Reliance on General Partners**

The Funds are dependent on their General Partners. The Funds will be managed and controlled exclusively by the General Partners, and the limited partners will not make decisions with respect to the acquisition, management, disposition or other realization of any investment, or other decisions regarding the relevant Fund's business and affairs. The limited partners will not have the opportunity to evaluate the relevant economic, financial and other information that will be utilized by the General Partners in their selection of investments, nor to receive the detailed financial information issued by portfolio companies that is available to the General Partners. Limited partners must rely entirely on the General Partners to conduct and manage the affairs of the Funds. The General Partners will be solely responsible for making all investment decisions on behalf of the Funds, and each Fund's future profitability will depend largely upon the business and investment acumen of the relevant General Partner's principals. There is no assurance that the principals or other key members of the management of the

General Partners will continue to be affiliated with the General Partners for any period. The loss or reduction of service of one or more of a General Partner's principals could have an adverse effect on the relevant Fund's ability to realize its investment objectives. In addition, the General Partners' principals currently, and may in the future, manage other investment funds besides the Funds and the principals may need to devote substantial amounts of their time to the investment activities of such other funds, which may pose conflicts of interest in the allocation of the time of such principals. In addition, certain changes in a General Partner or circumstances relating to a General Partner may have an adverse effect on the relevant Fund(s) or one or more of their portfolio companies, including potential acceleration of debt facilities.

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

### **Uncertainty of Targeted or Projected Returns**

The Funds will normally make investments based on estimates or projections of internal rates of return and current returns prepared by the target company's management (with adjustments to such projections and partnership estimates made by the General Partners in their discretion), which in turn are based on, among other considerations, assumptions regarding the performance of the portfolio companies and the manner and timing of dispositions, all of which are subject to significant uncertainty. In addition, events or conditions that have not been anticipated may occur and may have a significant effect on such projections and estimates and, accordingly, the actual rate of return received upon a Fund's investments. The Funds may make investments that may have different degrees of associated risk. In considering the performance information received from the General Partners, prospective investors should bear in mind that past, targeted or projected performance is not necessarily indicative of future results, and there can be no assurance that targeted or projected returns will be achieved, that the Funds will achieve comparable results or that a Fund will be able to implement its investment strategy or achieve its investment objectives.

### **Reliance on Portfolio Company Management**

Although the General Partners will monitor the performance of each investment, the Funds will necessarily rely on management to operate the portfolio companies on a day-to-day basis. While the General Partners intend to cause the Funds to invest primarily in companies with proven operating management teams or expect to put such management in place, there can be no assurance that such management will continue to operate successfully.

## **Director Liability**

A Fund will often seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which it invests. Serving on the board of directors (or similar governing body) of a portfolio company exposes a Fund's representatives, and ultimately such Fund, to potential liability. Not all portfolio companies may obtain insurance with respect to such liability, and the insurance that portfolio companies do obtain may be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from such Fund's investment activities.

## **Litigation**

In the ordinary course of its business, the Funds, their General Partners, or any of their portfolio companies may become subject to litigation. The outcome of such proceedings may materially adversely affect the value of the Funds and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of a General Partner's and/or General Partner principals' time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

## **Risks Associated with Publicly Traded Securities**

A Fund's portfolio may contain securities and debt issued by publicly held companies. A Fund's investments in securities of publicly traded companies may be sensitive to movements in the stock market and trends in the overall economy. Moreover, the ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high-yield debt market or otherwise. In addition, such investments may subject a Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the relevant Fund to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the General Partners' principals, and increased costs associated with each of the aforementioned risks.

## **Recourse to a Fund's Assets**

A Fund's assets, including any investments made by such Fund and any funds held by such Fund, are available to satisfy all liabilities and other obligations of such Fund. If a Fund becomes subject to a liability, parties seeking to have that liability satisfied may have recourse to such Fund's assets generally and not be limited to a specific asset. Accordingly, a limited partner could find its interest in a Fund's assets adversely affected by a liability arising out of a single investment, even if the limited partner did not participate in such investment because, for example, such limited partner was excused from such investment.

### **Defaulting Limited Partners; Default by Co-investors; Consequences for Fund**

The Governing Documents provide for significant adverse consequences in the event a limited partner defaults on its commitment or any other specified obligation in the Governing Documents. In addition to losing its right to potential distributions from the relevant Fund, in the discretion of such Fund's General Partner, a defaulting limited partner may be assessed a reduction of its invested capital in each then-outstanding investment. Unless the relevant General Partner elects to terminate a defaulting partner's unused commitment, the defaulting partner will continue to remain obligated to make capital contributions as required by such General Partner up to the full amount of its unused commitment.

If a limited partner fails to pay when due installments of its commitment to a Fund, or if a co-investor investing in a proposed investment alongside a Fund fails to pay amounts such co-investor agreed to invest when due, and the capital contributions made by non-defaulting limited partners or other co-investors and borrowings by such Fund are inadequate to cover the defaulted capital contribution, such Fund may be unable to make an investment or pay its obligations when due. As a result, such Fund may be materially adversely affected and may be subjected to significant penalties that could negatively affect the returns to the limited partners (including non-defaulting limited partners).

### **Dilution from Subsequent Closing; Co-Investments**

Rhône has the right, but not the obligation, to admit additional limited partners at one or more closings subsequent to the initial closing of a Fund (each, a "Subsequent Closing"). Limited partners subscribing for partnership interests and limited partners that increase their respective commitments in a Fund at any Subsequent Closing will participate in existing investments of such Fund, diluting the interest of existing limited partners. Although such limited partners will contribute their *pro rata* share of previously made capital calls (plus additional amounts), there can be no assurance that this payment will reflect the fair value of a Fund's existing investments at the time such additional limited partners subscribe for partnership interests.

In the event Rhône permits a Subsequent Closing, limited partners in such Subsequent Closing will not benefit from co-investment opportunities offered to limited partners participating in the initial closing in respect of investments occurring prior to the date of the Subsequent Closing.

### **Future and Past Performance**

In considering the performance information contained in the offering documents of the Funds, prospective investors should bear in mind that past performance of such Funds or the relevant General Partner's principals is not necessarily indicative of future results, and there can be no assurance that a Fund will achieve comparable results of other Funds or that a Fund will be able to implement its investment strategy and investment approach or achieve its investment objective. While Rhône intends for the Funds to make investments that have estimated returns



commensurate with the risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. On any given investment, loss of principal is possible.

### **Projections**

Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by the relevant General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

### **Uncertain Economic, Social and Political Environment**

Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of the Funds and their portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by the Funds and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon the Funds' portfolio companies.

### **Public Health Emergencies; COVID-19**

Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and COVID-19, have resulted in historic market volatility and 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 consequences of any such health emergency — and the resulting precipitous decline in economic and commercial activity across several of the world's largest economies — 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 effect 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 its investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies, the General Partners and Rhône may be significantly affected, 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.

### **Diverse Membership**

The limited partners of the Funds are expected to include persons and entities resident or organized in various jurisdictions, including North and South American, Asian, Middle Eastern and European countries and Australia and New Zealand, who may have conflicting investment, tax and other interests with respect to their investments in a Fund. The conflicting interests of individual limited partners may relate to or arise from, among other things, the nature of investments made by a Fund, the structuring of the acquisition of investments, the purchase by a Fund of assets from a portfolio company where certain limited partners did not participate in a Fund's investment in such portfolio company, and the timing or structuring of the disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the General Partners, including with respect to the nature of structuring of investments, that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. Investors in the Funds will include managing directors and other personnel of Rhône or its affiliates, the majority of whom are individuals subject to taxation in the United States. In selecting and structuring investments appropriate for the Funds, the General Partners will not consider the individual investment, tax or other objectives of any limited partner; however, certain investors in a Fund, either directly through a Fund or indirectly through limited partnership interests in a General Partner, such as investment professionals and other personnel of Rhône, may have a disproportionate influence over the relevant Fund either due to the size of their commitment to such Fund, or their participation in the management of the relevant General Partner.

### **Limited Access to Information**

Limited partners' rights to information regarding a Fund, the relevant General Partner or Rhône generally will be specified, and in many cases strictly limited, by the relevant Governing Documents. In particular, it is anticipated that the Rhône and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to limited partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of Rhône's control. Decisions by Rhône or its affiliates to withhold information may have adverse consequences for limited partners in a variety of circumstances. For example, a limited partner that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a limited partner to monitor Rhône and its performance. Additionally, it is anticipated that limited partners that designate representatives to participate on a Fund's advisory committee generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other limited partners. Limited partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and Rhône reserves the right to withhold certain information from investors subject to such laws for reasons relating to Rhône's public reputation, business strategy or other reasons.

### **Material Non-Public Information; Other Regulatory Restrictions**

As a result of the operations of Rhône and its affiliates, as well as in connection with officerships or directorships of Rhône personnel, Rhône frequently comes into possession of confidential or material non-public information. Therefore, Rhône and its affiliates may have access to material, non-public information that may be relevant to an investment decision to be made by a Fund. Consequently, a Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or Rhône's internal policies and practices.

Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent Rhône or the Funds from entering into transactions with certain individuals or jurisdictions. The OFAC and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions may prohibit transactions with, or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time-to-time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the United States Department of Justice and other U.S. and non-U.S. regulators and governmental bodies to challenge, impose conditions on, or reject certain transactions. In certain circumstances, antitrust restrictions relating to one Fund's acquisition of a portfolio company

may preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

As a result of any of the foregoing, a Fund may be adversely affected because of Rhône's inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Fund from pursuing investment opportunities, require the sale of part or all of certain portfolio companies on a timeline or in a manner deemed undesirable by Rhône or may limit the ability of one or more portfolio companies to conduct their intended business in whole or in part. Consequently, there can be no assurance that any Fund will be able to participate in all potential investment opportunities that fall within its investment objectives.

### **Valuation of Investments**

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

### **Cybersecurity Risks**

Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject, particularly operating companies in historically vulnerable industries such as the food services and retail industries. To the extent that a portfolio company, Fund, General Partner, Rhône or one or more of their respective service providers is subject to cyber-attack or other unauthorized access is gained to their systems, substantial losses may occur in the form of stolen, lost or corrupted (i) data or payment information; (ii) financial information; (iii) software, contact lists or other databases; (iv) proprietary information or trade secrets; or (v) other items. If technology systems are compromised, become inoperable for extended periods of time or cease to function properly, Rhône, the General Partners, the Funds and/or portfolio companies may incur significant time or expense to fix or replace them and to seek to remedy

the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in Rhône's, the General Partners', the Funds', portfolio companies' and/or service providers' operations, including the ability to make distributions to limited partners, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). In certain events, a failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments. Any of such circumstances could subject a portfolio company, or the relevant Fund, to substantial losses including losses arising from one or more of the following: misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce portfolio companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Rhône or one of its service providers holding its financial or investor data, Rhône, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks.

### **Environmental, Social and Governance (“ESG”) Matters**

Rhône maintains an ESG policy and seeks to integrate certain ESG factors into its investment and monitoring processes in accordance with, and as described in, its policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements. There is no guarantee that Rhône will be able successfully to implement its ESG policy or to make investments in companies that create a positive ESG impact while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized by Rhône, or any judgment exercised by Rhône, will reflect the beliefs or values of any particular investor. There are also significant differences in interpretations of what positive ESG characteristics mean by region, industry and topic. Rhône's interpretations and decisions are expected to differ from others' views and could also evolve over time. In addition, in evaluating an investment, Rhône expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause Rhône to incorrectly assess a company's ESG practices and/or related risks and opportunities. Rhône does not intend independently to verify all ESG information reported by investments or third parties. Further, considering ESG qualities when evaluating an investment could result in the selection or exclusion of certain investments based on Rhône's view of certain ESG-related and other factors and could cause the relevant Funds not to make an investment that they would have made or to make a management decision with respect to an investment differently than they would have made in the absence of ESG

considerations, which could negatively affect Rhône's performance. For avoidance of doubt, however, Rhône does not expect to subordinate a Fund's investment returns or increase a Fund's investment risks as a result of (or in connection with) the consideration of any ESG factors.

The materiality of ESG factors depends on many factors, including the relevant industry, location, asset class, and investment strategy. ESG factors, issues, and considerations do not apply in every instance and will vary by Fund and investment. In addition, in evaluating an investment, Rhône expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause Rhône to incorrectly assess a company's ESG practices and/or related risks and opportunities. Rhône does not intend independently to verify all ESG information reported by investments or third parties.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and Rhône's adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement and disclosure of ESG factors. Rhône's ESG policies could become subject to additional regulation in the future, and Rhône cannot guarantee that its current approach will meet future regulatory requirements.

### **International Conflicts**

Wars and other ongoing international conflicts, such as the Israeli-Palestinian conflict and the ongoing military conflict between Russia and the Ukraine, have caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place sanctions and other severe restrictions or prohibitions on certain of the countries involved, as well as related individuals and businesses. However, the ultimate impact of these conflicts and their effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Funds or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

These conflicts may have a significant adverse impact and result in significant losses to the Funds. This impact may include reductions in revenue and growth, unexpected operational losses and liabilities and reductions in the availability of capital. It may also limit the ability of a Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which any Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its investment objectives.

## **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 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. Additionally, Congress has considered proposed legislation that would treat certain income allocations to service providers by partnerships such as a Fund (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). 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 Rhône who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the relevant General Partner and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. This creates potential incentives for Rhône 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.

## **Changes to 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 benchmark or reference rates, including the London Interbank Offered Rate ("LIBOR"), Secured Overnight Financing Rate (SOFR) or other 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 have transitioned historical existing instruments and contracts away from LIBOR to new Benchmark Rates. This transition includes the potential for the following: 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.

## **Secondaries and other General Partner-Led Transactions**

There continues to be a significant market for secondary sales, General Partner-led transactions, continuation funds, successor fund investments and other transactions, and Rhône reserves the right to dispose of (or seek additional capital for) Fund investments through such means. 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 Rhône 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 Rhône 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 Rhône and its affiliates), often on different terms than their original investment in the Fund. However, certain of such transactions are expected to involve one or more of the following: 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 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 has the potential for conflicts between the interests of a Fund or limited partner and those of Rhône or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where Rhône or one of its affiliates will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction (potentially in addition to performance-based compensation earned by the relevant General Partner on the sale of an asset from an existing Fund in such 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, Rhône, the relevant General Partner and any buyer group relating to the valuation and consideration offered for the subject investment(s). To the extent Rhône requires existing limited partners and/or new buyers to commit capital to a continuation fund or another Fund managed by Rhône in addition to the purchase amount paid in a transaction (including commitments to the relevant Fund in specified ratios to the purchase price), such requirement is expected to have a dilutive effect on the purchase price for the selling Fund and its limited partners. There can be no assurance that any such transaction will accurately reflect the fair market value of the investment(s) being sold. Further, 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 Rhône 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 prior to the closing of the transaction, there can be no assurance that Rhône 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, Rhône reserves the right, in its sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant Governing Documents.



Rhône is permitted to seek the consent of the relevant Fund advisory committee(s) to approve conflicts associated with such transactions, and accordingly, not all limited partners will necessarily be able to approve or disapprove of such transactions. Similar to any prospective sale or disposition of Fund investments, to the extent such transactions are not consummated, the relevant Fund is expected to bear all of the related costs in the absence of an agreement with other parties to bear a portion of such costs.

### **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 Rhône, the Funds or one or more portfolio companies could have a material and adverse effect on the value of the Funds.

### **Financial Investment Risk; Distress Events**

An investment in a Fund is subject to the risk that one of the banks, brokers, counterparties, clearinghouses, exchanges, lenders or other custodians (each, a “Financial Institution”) of some or all of a Fund’s (or any portfolio company’s) assets fails to timely perform or otherwise defaults on its obligations or experiences insolvency, closure, seizure, receivership or other financial distress or difficulty (each, a “Distress Event”). Distress Events can be caused by factors including, but not limited to, eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance, undercapitalization, market forces or accounting irregularities. If a Financial Institution experiences a Distress Event, Rhône, a General Partner, a Fund or one or more of a Fund’s portfolio companies may be unable to access deposits, borrowing facilities or other services, either permanently or for an extended, potentially indeterminate, period of time. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by government-sponsored organizations such as the Federal Deposit Insurance Corporation, in the case of banks, and the Securities Investor Protection Corporation, in the case of certain broker-dealers, amounts in excess of the stated amounts are subject to risk of total loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose comparable risk of loss. While in recent years governmental intervention has resulted in additional protections for depositors and counterparties in connection with Distress Events, there can be no assurance that such intervention will occur in connection with any future Distress Event or that any such intervention undertaken will be successful or avoid the risks of loss, delays or negative impacts on banking or brokerage conditions or markets.

Any Distress Event could have a potentially adverse effect on the ability of Rhône to manage a Fund and its investments, and on the ability of Rhône, a Fund and any portfolio company to maintain operations, which, in each case, could result in significant losses and in unconsummated investment acquisitions and dispositions. Such losses could include the following: a loss of funds; an obligation to pay fees and expenses in the event a Fund is unable

to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of a Fund to access capital contributions or otherwise); the inability of a Fund to acquire or dispose of investments, including at prices that a General Partner believes reflect the fair value of such investments; and the inability of Rhône or portfolio companies to make payroll, fulfill obligations or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution's services, it is also possible that Rhône will experience operational burdens and expenses, and a Fund or a portfolio company will incur additional expenses or delays, or incur additional expenses, in putting in place alternative arrangements, or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, availability, access to capital or otherwise). To the extent Rhône is able to exercise contractual remedies under agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses, delays or other negative impacts. The Funds and their portfolio companies are subject to similar risks if a Financial Institution utilized by investors in a Fund or by suppliers, vendors, contractors, service providers or other counterparties of a Fund or a portfolio company becomes subject to a Distress Event, which could have a material adverse effect on a Fund and/or one or more of its portfolio companies.

Many Financial Institutions require, as a condition to using certain of their services (often including lending services), that Rhône and/or a Fund maintain all or a set amount or percentage of their respective accounts or assets with that Financial Institution, which heightens the risks associated with a Distress Event with respect to such Financial Institutions. Although Rhône seeks to do business with Financial Institutions that it believes are established, well-capitalized and capable of fulfilling their respective obligations to a Fund, Rhône is under no obligation to use a minimum number of Financial Institutions with respect to a Fund or to maintain account balances at or below the relevant insured amounts, and the rapid collapse in the first quarter of 2023 of several seemingly well-capitalized and established institutions demonstrates that there are limits to the effectiveness of this approach in avoiding counterparty exposure. Under certain circumstances, such as receiving capital contributions pursuant to a capital call or proceeds from a disposition, a Fund will not be able to maintain account balances at or below any relevant insured amounts.

### **Conflicts of Interest**

Rhône and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own accounts and for the account of other Funds, and providing transaction-related, legal, management and other services to Funds and portfolio companies. Rhône will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by each Fund's Governing Documents, although the Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of Rhône conducting its activities, the interests of a Fund likely will conflict with the interests of Rhône, one or more other Funds, portfolio companies or their respective affiliates in certain circumstances. Certain of these

conflicts of interest are discussed herein. As a general matter, Rhône will determine all matters relating to structuring transactions and Fund operations using its best judgment and considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Funds.

Any of the following situations subjects Rhône and/or its affiliates to potential conflicts of interest. Rhône attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by Rhône to investors in investment vehicles managed by it, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a manner it believes to be fair and equitable to the Funds under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, Rhône will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary and appropriate, Rhône consults and receives consent to conflicts from an advisory committee consisting of limited partners of the relevant Fund or other investment vehicle.

***Senior Advisors, Special Consultants and Operations Groups.*** As described above in Item 5 – “Fees and Compensation”, portfolio companies and, in some cases, the Funds, typically pay certain fees to, and reimburse expenses of, Special Consultants engaged to provide Services. Special Consultants make use of Rhône resources or otherwise are associated with Rhône. If not personnel of Rhône or one of its subsidiaries, Special Consultants are not subject to the restrictions on other personnel, members, managers, partners of Rhône or any of its affiliates such as conflicts of interest, allocation of investment opportunities, and formation of other vehicles. Rhône currently engages, and expects to continue to regularly engage, senior advisors and other third-party consultants, which may include Operations Groups, as Special Consultants to render Services in connection with the Fund and its portfolio companies.

Special Consultants are expected to include former personnel of Rhône or certain portfolio companies, and in some circumstances former Special Consultants are expected to become Rhône personnel or personnel of portfolio companies. Consequently, the determination of whether individuals are Special Consultants is expected to vary and/or be revisited in the future, which poses potential conflicts of interest where certain changes in status or categorization would reduce costs that Rhône otherwise would be required to bear.

Rhône and/or its affiliates reserve the right to agree to compensate certain Special Consultants to the extent portfolio company-related compensation falls below certain specified levels on an aggregate annualized basis, or provide other compensation. As discussed further under Item 5 – “Fees and Compensation – Special Consultants”, pursuant to the relevant Fund documents, fees and expenses associated with the Services (collectively “Consulting Fees and Expenses”), are generally paid and/or reimbursed by the applicable portfolio companies and/or the Fund, and Consulting Fees and Expenses do not offset or reduce the Management Fee. The use of Special Consultants is expected to fluctuate and/or expand over time. To the extent that Special Consultants are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Funds will bear a greater share of such compensation due to the utilization of the Special Consultants’ services at a time when fewer

portfolio companies or Funds make use of such Special Consultants. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount or written work product generated by the Special Consultants. Although the use of Special Consultants and the allocation of compensation paid to them by Rhône, its affiliates and/or the portfolio companies, subjects Rhône and/or its affiliates to potential conflicts of interest, Rhône believes that such potential conflicts have the potential to be reduced by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Fund(s)) that will result if the cost of the Special Consultant is lower than market rates for the services provided and/or if the services of the Special Consultant align with Rhône's model for the portfolio company and improve portfolio company performance. Although Rhône seeks to retain Special Consultants with a view to reducing costs to portfolio companies (and, ultimately, the Funds) and/or improving portfolio company performance, a number of factors are likely to result in limited or no cost savings from such retention. Rhône also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that Rhône believes will align such persons' interests with those of the Funds' limited partners, and seeks to retain Special Consultants and service providers that it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service providers would be more qualified to provide the applicable services or could provide such services at lesser cost.

***Other Activities of Rhône and its Affiliates.*** Rhône and its members and affiliates provide a variety of services, including management and consulting services to the Funds, their General Partners and other affiliated investment vehicles through arrangements between Rhône, the General Partner of each Fund and the other entities managing affiliated investment vehicles. Because of the activities in which Rhône and its officers, directors, managers, personnel and agents engage, certain conflicts of interest are expected to arise, including in the allocation of management resources. Certain people might be unable to commit the amount of time to any Fund and its related portfolio companies that they might otherwise be able to commit in the absence of such conflicts. In addition, Rhône, its personnel, the General Partner of each Fund and their affiliates currently hold, and are expected to continue to hold, interests in, and to form, manage and advise other investment vehicles that may have objectives similar, in whole or in part, to any particular Fund. Rhône and its affiliates are also engaged in other lines of activity, including, as discussed in Item 10 – “Other Financial Industry Activities and Affiliations”, in connection with Rhône Group Advisors LLC (a broker-dealer that is registered with the SEC and is a member of FINRA) (“RG A”) and certain investment vehicles to which Rhône and its affiliates provide advisory services, including the JV Funds. The JV Funds have co-invested alongside one or more Rhône Funds and also make investments independently. In addition, the investment strategies of the JV Funds take into account different investment objectives than that of the Rhône Funds. As discussed above in Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss”, certain JV Funds make investments in alternative assets such as royalty or similar interests, ships, timber, oil and gas, real estate and infrastructure projects. The Rhône Funds do not, as a general matter, pursue investments primarily in real property and have agreed to certain limitations on their ability to do so. As such, it is expected that (i) real estate

opportunities will be presented primarily to the JV Funds and (ii) control positions in operating companies without a real estate focus will be presented primarily to the Rhône Funds.

Subject to the terms and conditions of their then-existing obligations, Rhône and its affiliates also reserve the right to enter into or engage in new businesses not currently conducted by them. Additional conflicts of interest could potentially arise as a result of these new lines of businesses that cannot be anticipated at this time. In addition, these additional responsibilities could potentially further limit the ability of Rhône and its personnel to dedicate the necessary resources to any Fund and its portfolio companies.

***General Partner's Profit Participation.*** The existence of the right of the General Partner of any Fund to receive a performance allocation creates an incentive for such General Partner to make riskier or more speculative investments on behalf of a Fund than would be the case in the absence of this arrangement. If distributions are made of property other than cash, the amount of any such distribution will be accounted for at the fair value of such property as determined by the General Partner of such Fund in its discretion. An independent appraisal will not be required and is not expected to be obtained.

***Investments in which the General Partner of a Fund or its Affiliates Have a Different Principal Investment.*** Subject to certain restrictions contained in the Governing Documents of a Fund, investment funds that are formed or managed by Rhône or its affiliates are permitted to invest in companies or other entities in which a Fund has an investment, and Funds are permitted to make investments in portfolio companies partially owned by other investment vehicles managed by Rhône or its affiliates. In such situations, a Fund and such other investment funds affiliated with Rhône or its affiliates would likely have conflicting interests (*e.g.*, over the terms, exit strategies and related matters including the exercise of remedies of their respective investments). Furthermore, to the extent that a Fund holds interests that are different (or more or less senior) than those held by such other vehicles, Rhône or its affiliates could potentially be presented with decisions involving circumstances where the interests of such vehicles are in conflict with those of such Fund.

***Co-investment by Rhône and Its Affiliates.*** As described further immediately below under "Allocation of Investment Opportunities Among Funds and Co-Investors", in certain circumstances, the partners, members, personnel and managers of Rhône, its affiliates and Special Consultants will be permitted to make co-investments with or through a Fund on terms that are not available to its other investors Fund generally. In addition, Rhône and its affiliates negotiate for and retain certain carried interest or other Incentive Fees from co-investors in entities in which a Fund invests.

***Allocation of Investment Opportunities Among Funds and to Co-Investors.*** During the commitment period of a Fund, all appropriate investment opportunities will be pursued by Rhône and its affiliates through such Fund or an established personnel co-investment vehicle established to invest alongside such Fund, subject to certain limited exceptions including when an existing Fund is also in its commitment period. Without limitation, Rhône and its affiliates currently manage, and expect in the future to manage, multiple Funds and several other

investments similar to those in which the Funds have invested, and expect to direct certain relevant investment opportunities or resources to those investment funds or investments as opposed to a particular Fund. Rhône personnel reserve the right to manage their own personal investments, whether through a formal family office or estate planning structure, to establish trusts, endowments, charitable programs, foundations or similar arrangements, and to pay or receive compensation relating to these arrangements. Rhône and its affiliates, including its investment staff, will continue to manage and monitor such investments until their realization. Such other investments that Rhône and its affiliates expect to control or manage generally have the potential to compete with companies acquired by a Fund. Following the commitment period of a Fund, Rhône and its affiliates reserve the right to, and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments. To the extent an opportunity is received that is unsuitable for a Fund, in Rhône's sole discretion, Rhône and its personnel reserve the right to refer such opportunity to third parties or to make personal investments in the relevant opportunity. Unless restricted by the Funds' Governing Documents, Rhône personnel are permitted to serve on boards or act in other roles unaffiliated with Rhône, the Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles, none of which will offset or otherwise reduce Management Fees.

Subsequent to allocations to unaffiliated co-investors that Rhône determines bring potential strategic benefits or value to the investment opportunity, Rhône will be presented with investment opportunities that would be suitable not only for a particular Fund, but also for other Funds and other investment vehicles managed by affiliates of Rhône. In determining which Funds or investment vehicles should participate in such investment opportunities, Rhône and its affiliates are subject to conflicts of interest among investors in such Funds and investment vehicles. Investments by more than one client of Rhône in a portfolio company also have the potential to raise the risk of using assets of a client of Rhône to support positions taken by other clients of Rhône.

Rhône must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Rhône generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Fund's Governing Documents, as well as factors including, but not limited to, investment restrictions and objectives (including those set forth in the relevant Fund's Governing Documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, lifecycle, structure and other relevant factors, including as set forth in Rhône's allocation policy. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund generally reserves the right to invest together with other Funds advised by an affiliated adviser of Rhône or controlled by an affiliate of Rhône in the manner set forth in the relevant Fund's Governing Documents. Rhône will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable to its clients under the circumstances over time consistent with Rhône's obligations and reserves the right to take into consideration factors such as those set forth above. In other circumstances, during the

period that a portfolio company is owned by a Fund, it could become a suitable investment for one or more other Funds due to size, revenue, earnings, change in business focus or other characteristics.

Following such determination of allocation among Funds, Rhône reserves the right to offer co-investment opportunities to one or more potential co-investors, including Special Consultants, members of an Operations Group, vendors, service providers and/or other third parties, as determined by the Funds' Governing Documents, side letters or other similar agreement ("Side Letters"), if applicable, and Rhône's procedures regarding allocation. In allocating co-investment opportunities beyond these priority allocations, and if necessary among investors to whom Rhône has granted priority, Rhône's procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to the following considerations: expressed interest in co-investment opportunities; potential efficiencies and timing considerations in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; the size of the investment opportunity and related equity commitment requirements; the role, if any, of the relevant prospective co-investor in making the investment opportunity available for the relevant Fund; any benefit to the relevant Fund of having the co-investor actively involved in an investment opportunity after it is made; the structure of the co-investment opportunity; potential or perceived public relations and reputational benefits or costs; existence of a formal or informal strategic relationship with the prospective co-investor; the size and/or timing of a commitment to a Fund; whether Rhône believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Rhône; the sophistication and investment history of a potential co-investor (including ability to move in a timely manner); the number and type of investments existing in a Fund, taking into consideration the mix of the then-existing investments, as well as their investment characteristics and criteria; the life cycle of a Fund; and other factors considered relevant by Rhône. Although Rhône reserves the right to consider a prospective co-investor's willingness to invest in future Funds, such willingness generally will not be the sole determining factor considered by Rhône in identifying co-investors. Subject to the limitations set forth in a Fund's Governing Documents, Rhône or the applicable General Partner shall have the right, but not the obligation, to allocate such opportunity for its own account or the account of one or more third parties. Rhône reserves the right to grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in Fund portfolio companies or otherwise to have priority in co-investment opportunities.

Furthermore, Rhône 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 lender or co-sponsor. Co-investment opportunities typically will be offered to some and not to other Fund investors, and the consideration of the factors set forth above likely will result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the relevant Fund, and Rhône expects to be subject to

potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the relevant Fund because (i) co-invest opportunities generally appeal to Fund investors and third parties; (ii) to the extent co-investments made by Fund investors are not subjected to Management Fees and/or performance-based compensation, co-investments blend the effective rates of compensation paid by such persons in a manner not subject to the “most-favored nation” provisions of a Fund’s Governing Documents; and (iii) co-investors’ proportionate share of a particular investment typically is not subject to the Management Fee offset provisions of a Fund’s Governing Documents. 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. When and to the extent that personnel and related persons of Rhône and its affiliates make capital investments in or alongside certain Funds, Rhône and its affiliates are subject to potentially conflicting interests in connection with these investments. There can be no assurance that any Fund’s return from a transaction would be equal to and not less than another Fund participating in the same transaction or that it would be as favorable as it would have been had such conflict not existed.

Rhône’s allocation of investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations likely will be more or less advantageous to some such persons relative to others. While Rhône will allocate investment opportunities in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering relevant factors, there can be no assurance that a Fund’s actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if potential conflicts of interest to which Rhône expects to be subject, discussed herein, did not exist.

In certain cases, Rhône will have the opportunity (but, subject to any applicable restrictions or procedures in the relevant Fund’s Governing Documents, no obligation) to identify one or more secondary transferees of interests in a Fund. In such cases, Rhône will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on



suitability and other factors similar to those employed in selecting co-investors, and unless required by the relevant Fund's Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund investors.

When multiple Funds invest in the same, different or overlapping levels of a portfolio company's capital structure, there is a potential for conflicts to arise in determining the terms of each such investment, particularly where certain Funds are intended to invest in different types of securities in a single portfolio company. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring likely will raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same portfolio company.

If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Funds may or may not provide such additional capital, and if provided, each Fund generally will supply such additional capital in such amounts, if any, as determined by Rhône in its sole discretion, taking into consideration the remaining life of a particular Fund and as well as remaining capital commitments, among other things. Because of the different legal rights associated with debt and equity of the same portfolio company, Rhône expects to face a potential conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of, one Fund versus another Fund (*e.g.*, the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies).

If a Fund enters into any indebtedness with another Fund on a joint and several basis, the relevant General Partner(s) are expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement, if not otherwise addressed by the Governing Documents of such Funds. In administering, or seeking to reinforce, these agreements, Rhône expects to be subject to potential conflicts of interest, for example between a Fund with a reimbursement obligation and a Fund seeking reimbursement. In certain circumstances Funds are expected to be prohibited from exercising (or Rhône may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Fund or the other are subject to creditor claims regarding subordination of interests. Rhône intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Potential conflicts of interest are expected to arise when and to the extent a Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This likely would

result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant Fund and the other Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. Rhône and its affiliates reserve the right to express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. Given the nature of the relevant conflicts, there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Funds. In that regard, actions taken for one or more Funds have the potential to adversely affect other Funds.

***Allocation of Fees and Expenses.*** Subject to any relevant restrictions or other limitations contained in the Governing Documents of the Funds, Rhône will allocate fees and expenses in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering such factors as it deems relevant, but in any case, in its sole discretion. In exercising such discretion, Rhône expects to be faced with a variety of potential conflicts of interest.

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles receiving the benefit of such expenses (in the relevant General Partner's sole discretion) and eligible to reimburse expenses of that kind. In all such cases, subject to applicable law and legal, contractual or similar restrictions, expense allocation decisions generally will be made by Rhône or its affiliates using their best judgment, considering such factors as they deem relevant, but in their sole discretion to be fair and equitable across these vehicles. The allocations of such expenses will not always be proportional, and any such determinations involve inherent matters of discretion (*e.g.*, in determining which Funds or co-invest vehicles benefit (or to the extent to which they benefit) from the relevant service relating to the expense, or whether to allocate *pro rata* based on number of Funds or co-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 Rhône). The Funds generally have different expense reimbursement terms, including with respect to Management Fee offsets, which is expected, in certain cases, to result in the Funds bearing different levels of expenses with respect to the same investment.

Because Rhône is permitted to retain certain Transaction / Consulting Fees and/or Monitoring Fees (as further described under Item 5 – “Fees and Compensation”) in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. In many cases, such Transaction / Consulting Fees and/or Monitoring Fees are based on enterprise value or other metrics relating to a portfolio company, and there can be no assurance that the amount of Transaction / Consulting Fees and/or Monitoring Fees charged will be proportional to the amount of hours of work performed on behalf of the portfolio company. Additionally, Rhône, its personnel, affiliates or others designated by Rhône expect to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable reductions to the Management Fees and Monitoring Fees payable by the relevant Fund are applied (as set forth in the Governing Documents), Rhône and/or such other recipients will be permitted to retain such securities as Transaction / Consulting Fees and/or Monitoring Fees, and in doing so, will

be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or Rhône) or retain such securities for a period consistent with their own financial and investment objectives, which in some cases will differ from those of the relevant Fund. In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the portfolio company awarding such compensation.

In certain circumstances, such as those relating to short- or long-term portfolio company cash or liquidity needs, and regardless of whether the portfolio company is undergoing financial stress, Rhône reserves the right to accrue, defer or forego payments of Transaction / Consulting Fees and/or Monitoring Fees. In such cases, in accordance with the Funds' Governing Documents, investors will not receive the benefit of Management Fee offsets with respect to such amounts until they are actually received.

***Right to Appoint Portfolio Company Board Members.*** The Funds make controlling investments in portfolio companies. As a result of the Funds' controlling interests in portfolio companies, Rhône and/or its affiliates typically have the right to appoint portfolio company board members (including current or former Rhône personnel or persons serving at their request), or to influence their appointment, and to determine or influence a determination of their compensation. Portfolio company board members frequently approve compensation and/or other amounts payable to Rhône and/or its affiliates in connection with services provided by Rhône and/or its affiliates to such portfolio company. Such amounts will be in addition to any Management Fees or performance allocation paid by a Fund to Rhône, but subject to any limitations set forth in a particular Fund's Governing Documents of each Fund.

***Reimbursement of Expenses.*** A portfolio company typically will reimburse Rhône or service providers retained at Rhône's discretion for expenses (including without limitation travel expenses) incurred by Rhône or such service providers in connection with its performance of services for such portfolio company. Service provider expenses are required to be reimbursed whether or not there is overlap in expertise, function or services performed by Rhône personnel. This subjects Rhône and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements is substantial. As Rhône will typically have a controlling interest in its portfolio companies, Rhône has significant ability to determine the amount of these reimbursements sought in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Fund, their effect is indirectly reflected in each Fund's audited financial statements, and any fee paid or expense reimbursed to Rhône or such service providers generally is subject to agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

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

***Recommendation of Service Providers.*** Rhône generally exercises its discretion to recommend to a Fund or to one of its portfolio companies that it contract for services with certain providers, and such service providers are expected to include the following: (i) Rhône or a related person of Rhône (which is permitted to include a portfolio company of such Fund), (ii) an entity with which Rhône or its affiliates or current or former personnel has a relationship or from which Rhône or its affiliates or their personnel otherwise derive financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where Rhône personnel are seconded, or from which Rhône receives secondees; (iii) certain limited partners or their affiliates; or (iv) Special Consultants. For example, Rhône expects to be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain limited partners or their affiliates that are engaged in lending or related businesses. This discretion subjects Rhône to conflicts of interest, because although Rhône selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, Rhône has a potential incentive to recommend the related or other person (including a limited partner) because of its financial or other business interest. There is a possibility that Rhône, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Rhône), would favor such retention or continuation even

if a better price and/or quality of service could be obtained from another person. Although Rhône generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Additionally, Rhône expects certain service providers, their affiliates and personnel to invest in, or co-invest alongside, one or more Funds, and due to the nature of the service provider relationships and the timing of services, these persons have the potential to have information advantages relative to other investors or co-investors, and likely will be offered co-investment opportunities before such opportunities are presented to other interested prospective co-investors. Based on the foregoing factors, limited partners should not expect service providers to Rhône or any Fund to provide services that will be the most beneficial to any limited partner.

In certain circumstances where Rhône commits or has committed to seek “market” or “arms-length” rates or terms, Rhône will do so in its sole discretion, seeking rates that it has determined in its sole discretion to be reflective of the range of rates in the applicable or related markets. Rhône 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.” Consequently, Rhône undertakes no minimum amount of benchmarking, and does not represent that any such benchmarking ultimately will be accurate, comparable or relate specifically to the assets, services, geographies or comparable markets to which such rates or terms relate. Where such rates or terms include hourly components, Rhône reserves the right to rely on approximations or estimates of time spent for purposes of allocating or charging for services. Any methodology, or choice among methodologies, involves potential conflicts of interest. Whether or not Rhône has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. In addition, because certain expenses are paid for by the Funds and/or their portfolio companies or, if incurred by the General Partner of a Fund, are reimbursed by the Fund and/or its portfolio companies, the General Partner will not necessarily seek out the lowest cost options when incurring (or causing the Fund or its portfolio companies to incur) such expenses.

***Transactions Between Funds.*** Rhône reserves the right to cause a Fund to enter into a transaction whereby such Fund (i) purchases securities from, or sells securities to, other Funds managed by Rhône, or co-investors or co-investment vehicles or (ii) co-invests alongside such other Funds or co-investors. Such transactions arise in the context of automatic or other re-balancing of an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. In some cases, a portfolio company of one Fund will be merged with or into a portfolio company owned by another Fund. Any of these transactions raise potential conflicts of interest, including the following: (i) the investment of one Fund supports the value of portfolio companies owned by another Fund; or (ii) the transaction allows Rhône or its affiliates to realize carried interest or receive future Management Fees or other compensation with respect to such investments. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represents what would ultimately be the underlying investment’s

fair value. To the extent required by the relevant Funds' Governing Documents or otherwise in the sole discretion of Rhône, Rhône reserves the right to seek to mitigate such conflicts by seeking input from an unaffiliated third party (including the use of a consultant or investment banker paid for by the relevant Fund(s) to opine as to the fairness or "arm's-length" nature of a purchase or sale price whether or not part of a formal fairness opinion, "request for proposal" process, or proposal or quotation provided exclusively for the benefit of Rhône) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory committee) to such transactions. In certain circumstances, Rhône reserves the right to determine that the willingness of a third party to make an investment on the same or similar terms demonstrates the fairness of the relevant transaction (including its value) to a Fund under then-current market conditions and therefore determine not to obtain a consent or fairness opinion (except where required by applicable law). Rhône intends that any such transactions be conducted in a manner that it believes to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Fund. Further, cross transactions are expected to arise in the context of automatic or other re-balancing of investments among parallel investing entities, and in such circumstances, Rhône 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.

***Cross-Fund Guarantees.*** Although Rhône generally structures Funds to avoid circumstances in which one fund entity ultimately bears liability for all or part of the obligations of another Fund or any Rhône affiliate, in certain circumstances lenders and other market participants negotiate for the right to face only select fund entities, which would result in a single or certain fund entities being solely liable for other fund entities' share of the relevant obligation and/or joint and several liability among fund entities. In such cases, Rhône intends to cause the relevant other fund entities to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the fund entity 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 participants 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 a Rhône 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 a Rhône affiliate, irrespective of whether related to the Fund in which such limited partners have invested.

***Pre-existing Relationships.*** Rhône and/or its affiliates reserve the right to employ or engage personnel with pre-existing ownership interests in portfolio companies owned by the Funds or other investment vehicles advised by Rhône and/or its affiliates; conversely, former personnel or executives of Rhône and/or its affiliates are expected to serve in significant management roles at portfolio companies or service providers recommended by Rhône. Similarly, Rhône, its affiliates and/or personnel maintain relationships with (and invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices,

lenders, current and former personnel, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, Rhône and/or its affiliates, and/or the Funds or other investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through Rhône entities, irrespective of whether relating to financing Rhône personnel obligations to fund General Partner commitment obligations) to Rhône personnel and their estate planning vehicles. Rhône expects to be subject to a potential conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to such Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide Rhône information about markets and industries in which Rhône operates (or is contemplating operations) or will provide other services that are beneficial to Rhône or one or more other Funds. Rhône expects to be subject to a potential conflict of interest in making such recommendations, in that Rhône has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended will not always necessarily be the best available to the portfolio companies held by a Fund.

***Investments by Rhône's Related Persons.*** Rhône and its affiliates as well as equity holders, officers, principals and personnel of Rhône and its affiliates reserve the right to buy or sell securities or other instruments that Rhône has recommended to a Fund. In addition, Rhône and its affiliates as well as equity holders, officers, principals and personnel of Rhône reserve the right to buy securities in transactions deemed unsuitable for a Fund, but will not in such circumstances be required to share in, reimburse or compensate the relevant Fund for due diligence or other expenses (including Broken Deal Expenses) incurred by the Fund in connection with the Fund's consideration of the relevant investment opportunity. Such transactions are subject to the policies and procedures set forth in the Code of Ethics adopted by Rhône and any restrictions in the relevant Fund's Governing Documents. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Personnel and related persons of Rhône have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies (directly or indirectly), as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expects to have additional potential conflicting interests in connection with these investments.

A Fund's General Partner generally is permitted to receive a distribution in kind from the Fund, including in connection with investment dispositions or the payment in kind of amounts owed to the General Partner as carried interest (which generally will be made using the value of the relevant securities on a date as near as reasonably practicable to the date of such distribution). In such circumstances, there is a potential conflict of interest between the General Partner (and its beneficial owners) and the relevant Fund's limited partners. For example, the General Partner and its beneficial owners may intend to hold the investment for a different time period than Rhône deems suitable for the Fund. Although the General Partner and its beneficial owners bear

the risk that such securities will decrease during their holding period, to the extent the value of the relevant securities increases following the Fund's disposition thereof, neither the relevant Fund nor its limited partners will benefit from the increase, and over time, the economic benefit to the General Partner and its beneficial owners could exceed the value of the General Partner's *pro rata* interest in the Fund and the amount of carried interest owed. To the extent the beneficial owners of the General Partner contribute such securities to a charity (including to a private foundation or other charitable organization associated with, or operated or chosen by, such persons or their families), any tax efficiencies or other personal benefits associated with the contribution will inure to the benefit of such beneficial owners rather than to the Fund or its limited partners.

***SPAC Transactions.*** Except to the extent prohibited by the Funds' Governing Documents, Rhône and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles, accounts or SPACs the investment or business strategy of which does not overlap with the Fund(s) and to receive compensation (including in the form of Management Fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the Funds' Governing Documents and anti-"assignment" provisions of the Advisers Act, Rhône and its personnel are also permitted to offer, restructure and monetize interests in Rhône.

***Diversity of Investors in a Fund.*** Investors in a particular Fund are generally expected to include persons and entities resident or organized in various jurisdictions, including the North and South American, Asian, Middle Eastern and European countries and Australia and New Zealand, who are likely to have conflicting investment, tax and other interests with respect to their investments in any particular Fund. The conflicting interests of individual investors relate to or arise from, among other things, the nature of investments made by such Fund, the structuring of the acquisition of investments, the purchase by such Fund of assets from a portfolio company where certain investors did not participate in such Fund's investment in such portfolio company, and the timing or structuring of the disposition of investments. As a consequence, conflicts of interest are likely to arise in connection with decisions made by Rhône or its affiliates, including with respect to the nature of structuring of investments, that are more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. Investors in any particular Fund will include partners, members, personnel and managers of Rhône or its affiliates, the majority of whom are individuals subject to taxation in the United States. In selecting and structuring investments appropriate for any particular Fund, its General Partner will not consider the individual investment, tax or other objectives of any investor; however, certain investors in such Fund, either directly through its interest in such Fund or indirectly through limited partnership interests in such General Partner, such as investment professionals and other personnel of Rhône, are likely to have a disproportionate influence over such Fund either due to the size of their commitment or their participation in the management of such General Partner.

***Authority.*** The Governing Documents provide Rhône with wide-ranging authority to make determinations, including those related to investment purchases and dispositions (as well as



their timing), valuation and other matters that in each case have the potential to affect Rhône's compensation. In making such determinations, Rhône is subject to potential conflicts of interest. For example, the potential to earn additional compensation creates an incentive for Rhône or its affiliates to make investments and to hold investments longer than otherwise would be the case in the absence of the relevant Fund's Management Fee and carried interest compensation arrangements. Rhône 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, Rhône 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, Rhône 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.

Rhône has 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. 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 Rhône'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 Rhône 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.

**Side Letters.** Rhône and/or its affiliates reserve the right to enter into Side Letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to different fee structures or arrangements (including discounted or rebated compensation terms, modified waterfall mechanics and/or receipt of a portion of Rhône's compensation), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, rights to serve on the Fund's advisory committee, liquidity or transfer rights, confidentiality protections and disclosure rights, modification of default remedies, as well as economic procedural and other terms, many of which will not be subject to the "most-favored" nation provision of a Fund's Governing Documents. Rhône is likely to have its own economic and/or other business incentives to provide certain terms to certain limited partners, *e.g.*, based on commitment amount to a Fund or the timing thereof, the ability of a limited partner to provide sourcing or other services to Rhône, its affiliates and personnel or the Funds, or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to Rhône, its affiliates and personnel, or the Funds. Further, Side Letters also are expected to relate to strategic relationships under which an investor agrees to make capital commitments to multiple Funds.

Except where required by the relevant Governing Documents, other investors will not receive copies of Side Letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such Side Letters. Side Letters subject Rhône to potential conflicts of interest, including in circumstances where an investor's right to serve on the relevant Fund's advisory committee results in the investor receiving additional information relative to other investors. To the extent an investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. Other Side Letter rights are likely to confer benefits on the relevant limited partner at the expense of the relevant Fund or of limited partners as a whole, including in the event that a Side Letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Fund.

As a consequence of one or more limited partners being excused, or excluded, from regulatory, tax or other factors altering or limiting their participation in investments or ability to bear certain liabilities or obligations, the aggregate returns realized by participating or non-participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments; similar considerations apply in the event a limited partner defaults on a drawdown in respect of an investment. Although Rhône believes it to be unlikely, excuse rights requested or received by one or more limited partners (or such regulatory, tax or other factors applicable to such limited partners) representing a substantial percentage of a Fund have the potential to create significant variations in limited partner investment returns or exposures to liabilities or obligations, or to influence or affect the investment strategy and pursuit of investment opportunities by the General Partner on behalf of the relevant Fund as a whole. A limited partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the applicable Fund's Governing Documents;

conversely, a limitation on one or more limited partners' voting rights generally will increase the voting rights percentage of other limited partners in the relevant Fund. Further, limited partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses (e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund).

***Discount Programs.*** Rhône reserves the right to institute a program under which portfolio companies owned by the Funds would be given the option to participate in purchasing, vendor or similar arrangements with Rhône, its affiliates and/or other portfolio companies. Program participants would expect to receive discounts negotiated with various vendors and service providers on a groupwide basis. Rhône would expect to allocate any costs for such program among the relevant portfolio companies. In certain cases, such arrangements will involve the sharing of risk, such as under group insurance arrangements where deductibles are shared or calculated with regard to the group rather than individual insured parties. Rhône and its affiliates also would be permitted to participate in such program in exchange for an allocable portion of any such costs, and receive similar benefits and discounts as the portfolio companies participating therein. No such amounts would offset or reduce the Management Fees. Rhône believes the potential for conflicts relating to such arrangements would be mitigated by the anticipated cost savings to portfolio companies (which would be expected to be to the benefit of the applicable Fund(s)) that would result if the rates for goods and services were discounted due to scale or relative to those widely available in the market.

***"Friends and Family" Discounts.*** Rhône has incentives to use or to recommend products or services of one portfolio company to another, which generally will involve fees, commissions, servicing payments or other compensation. Potential conflicts of interest arise in making such recommendations, as Rhône has incentives to maintain goodwill between it and its former, existing and prospective portfolio companies, and as a result the products or services recommended, will not always necessarily be the best or lowest cost option. In most cases, the relevant Fund(s) will not consent, participate in the negotiations or be directly involved in such arrangements. Rhône, its affiliates and personnel and persons selected by them expect to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by the Funds under which such portfolio companies make their goods and/or services available at reduced rates. Discounted prices or better terms offered by a portfolio company to Rhône, any other portfolio company or third parties have the potential to affect the returns of the portfolio company.

***Insurance Coverage.*** Although the Governing Documents generally contain broad exculpation and indemnification provisions, Rhône will not interpret such provisions to constitute a waiver of any person's non-waivable federal fiduciary duties to the relevant Fund under the Advisers Act. The relevant liability standards under insurance coverage procured by Rhône are expected to vary by carrier, and such standards are expected to vary depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages are expected to vary from relevant liability and/or indemnity standards in the Funds' Governing Documents. Investors generally will be responsible for

insurance premiums, as set forth in the Funds' Governing Documents. regardless of whether the liability and/or indemnity standards in Rhône's insurance coverage are higher or lower than that set forth in the Funds' Governing Documents.

*The risks and conflicts of interest identified above do not provide a complete explanation of the risks and conflicts of interest associated with an investment in the Funds. Prior to making a commitment to invest in a Fund, investors should carefully read the applicable Governing Documents, and consult with their own financial, legal and tax advisers.*

## **ITEM 9**

### **Disciplinary Information**

There are no legal or disciplinary events required to be disclosed pursuant to this Item.

## **ITEM 10**

### **Other Financial Industry Activities and Affiliations**

Rhône is affiliated with other investment advisers, including General Partners and equivalent entities formed and subject to the Advisers Act pursuant to Rhône's registration in accordance with SEC guidance. These advisers also include Rhône's relying advisers that are registered under the Advisers Act pursuant to Rhône's registration. These entities operate as a single advisory business together with Rhône and serve as managers or General Partners of Funds and other pooled vehicles and generally share common owners, partners, personnel, consultants or persons occupying similar positions.

#### **Rhône Group Advisors LLC**

As discussed above in Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest”, RGA is a broker-dealer registered with the SEC and is a member of FINRA. However, neither Rhône nor any of its members, managers or personnel currently has a relationship that is material to Rhône's advisory business with a related person that is a broker-dealer, including RGA. As discussed below under Item 12 – “Brokerage Practices”, portfolio transactions on behalf of the Funds are executed by unaffiliated brokers selected by Rhône in its sole discretion.

#### **Luperca Management L.P.**

A subsidiary of the Company, Luperca Management L.P., an entity that was restructured as a Delaware limited partnership (“Luperca”), serves as an investment manager to certain JV Funds, which were also restructured as Delaware vehicles, and their respective alternative investment vehicles and special purpose vehicles (collectively, the “Joint Venture”). The Joint Venture comprises private investment funds whose principal investor is a sophisticated financial institution. As an affiliated advisor of Rhône, Luperca intends to conduct its activities in accordance with the Advisers Act and the rules thereunder. Any person acting on behalf of Luperca is and shall be subject to the supervision and control of Rhône. Luperca is registered

with the SEC under the Advisers Act pursuant to the registration of Rhône Group L.L.C. in accordance with SEC guidance.

### **General Partners of Funds**

The Funds are managed by General Partner entities which are affiliates of Rhône (the “GP Entities”). While the GP Entities are not separately registered as investment advisers with the SEC, their advisory activities are subject to the Advisers Act, and such entities are subject to examination by the SEC. In addition, any person acting on behalf of the GP Entities is and shall be subject to the supervision and control of Rhône.

Certain inherent conflicts of interest arise from the following circumstances: (1) Rhône will provide advisory services to more than one Fund and (2) the Funds have one or more overlapping investment objectives. The Funds have similar investment strategies and participation in specific investment opportunities may be appropriate for more than one Fund. In such cases, participation in investment opportunities will be allocated pursuant to Rhône’s policies and procedures established to allocate investment opportunities among its Funds. Please see Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest” for additional information and disclosure on these matters.

Rhône has acquired, and expects in the future to acquire, securities or other financial instruments of an issuer for one Fund that are senior or junior securities, or financial instruments of the same issuer that are held by, or acquired for, another Fund (*e.g.*, one Fund would acquire an equity position in a portfolio company while another Fund would acquire mezzanine debt). For example, in the event such issuer enters bankruptcy, the Fund holding securities that are senior in bankruptcy preference typically would have the right to aggressively pursue the issuer’s assets to fully satisfy the issuer’s indebtedness to the Fund, and as a fiduciary, Rhône would have an obligation to pursue such remedy on behalf of the Fund. As a result, a Fund holding assets of the same issuer that are more junior in the capital structure potentially would not have access to sufficient assets of the issuer to completely satisfy its bankruptcy claim against the issuer and potentially would suffer a loss. Rhône recognizes that conflicts would arise under such circumstances and will endeavor to treat all Funds fairly and equitably. To that end, Rhône has adopted procedures that are designed to enable it to address such conflicts and to ensure that the Funds are treated fairly and equitably. Please see Item 4 – “Advisory Business” and Item 8 – “Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest” for additional information and disclosure on these matters.

## **ITEM 11**

### **Code of Ethics, Participation or Interest in Client Transactions, Personal Trading**

Rhône has adopted a Code of Ethics, which is predicated on the principle that Rhône owes a fiduciary duty to its clients. The Code of Ethics applies to all managers, members, principals and supervised persons of Rhône. The Code of Ethics imposes restrictions and safeguards on the use of material, non-public information, and all managing directors and personnel of Rhône must

comply with the Company's insider trading policy. As a general matter, Company personnel are not permitted to purchase or sell securities held by the Funds, or which are under active consideration for investment or divestiture by the Funds, except at the same time and on the same terms as the Funds. In addition, all managing directors and personnel of Rhône are required to submit securities holdings and transaction reports to the Company's Chief Compliance Officer on a periodic basis.

Investors and prospective investors may obtain a copy of the Company's Code of Ethics by contacting the Chief Compliance Officer by email at [info@rhonegroup.com](mailto:info@rhonegroup.com).

In addition, partners, members, managers and personnel of Rhône and its affiliates generally are expected to directly or indirectly own an interest in one or more Funds, including certain co-investment vehicles. To the extent that co-investment vehicles exist, such vehicles are expected to invest in one or more of the same portfolio companies as a Fund. Co-invest opportunities generally are also expected to be presented to certain affiliates of Rhône, as well as third party investors and other persons, and such co-investments will be effected through co-invest vehicles, directly in a particular portfolio company or through an intermediate entity in a portfolio company's structure. Consequently, Rhône, its partners, members, managers and personnel and certain of its related persons participate in transactions effected for clients of Rhône. In addition, partners, members, managers and personnel of Rhône currently do, and may in the future, receive directors' fees for serving on the board of directors of a portfolio company, which would be retained in whole or in part by Rhône, subject to credits to any Management Fees and Monitoring Fees in accordance with the relevant Governing Documents of a Fund. Please see Item 4 – "Advisory Business" and Item 8 – "Methods of Analysis, Investment Strategies and Risk of Loss – Conflicts of Interest" for additional information and disclosure on these matters.

All partners, members, managers and personnel of Rhône and its affiliates are required to comply with applicable federal securities laws at all times.

Each General Partner reserves the right to advance funds on behalf of a Fund and contribute such amounts to the relevant Fund as a special interim capital contribution for such investment, to be redeemed at a later date. A yield amount in connection with such borrowing typically is borne by the relevant Fund, consistent with such Fund's Governing Documents. Similarly, Rhône or an affiliate is authorized to sign non-disclosure agreements or other deal documentation in view of future participation by one or more Fund(s), although this typically is done as a courtesy and without compensation from a Fund.

In borrowing on behalf of a Fund, Rhône is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Fund, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Fund's preferred return, is expected to have incentives to cause the Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when the Fund borrows, makes the relevant investment, or pays expenses) and ceases to accrue upon return of these capital

contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce the amount of preferred return to which the limited partners would otherwise be entitled had the General Partner called capital, and thus could result in the relevant General Partner receiving performance allocations sooner than it would without borrowing. In addition, when the Management Fee and Monitoring Fees are calculated as a percentage of invested capital, a limited partner generally would pay Management Fees and Monitoring Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to limited partners will be commensurate with such costs.

Rhône will effect such borrowings consistent with a Fund's Governing Documents and in a manner it believes to be fair and equitable under the circumstances to the relevant Fund.

*The foregoing relationships and any other actual or potential conflicts of interest relating to an investment in a Fund are disclosed in more detail in the relevant Governing Documents.*

## **ITEM 12**

### **Brokerage Practices**

Given the Company's strategy of investing primarily in private equity assets, Rhône executes very few direct securities transactions on behalf of the Funds. However, in the event of a securities transaction, Rhône is authorized to determine the broker or dealer to be used in its sole discretion. In selecting brokers or dealers to execute transactions, the Company seeks to obtain best execution and minimize trade costs and the risks of trade errors. In selecting a broker to execute client transactions, Rhône reserves the right to consider a variety of factors, including the following: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

Rhône does not have any soft dollar arrangements with broker-dealers, nor does the Company select broker-dealers in exchange for client or investor referrals.

## **ITEM 13**

### **Review of Accounts**

All investments are carefully reviewed and approved by the Investment Committee of the relevant Fund. Investments in portfolio companies are reviewed and monitored on a continuous basis. As such, Rhône investment personnel meet regularly to discuss investment ideas, economic developments, industry outlook, and other issues related to current portfolio holdings and potential investment opportunities.

The Funds generally deliver information to their investors on a quarterly basis. The information provided to each investor is in line with the requirements of the Funds' applicable Governing Documents and generally includes the following information: (1) quarterly investor summaries; (2) a portfolio summary; and (3) unaudited financial statements. On an annual basis, investors receive audited financial statements of the applicable Fund as well as certain tax information.

## **ITEM 14**

### **Client Referrals and Other Compensation**

No third party provides economic benefits to Rhône for investment advice or other advisory services provided by such third party to Rhône clients.

Rhône has historically engaged, and reserves the right to engage or cause the Funds to engage in the future, placement agents to market and sell interests in the Funds to prospective investors. These arrangements generally are disclosed in the relevant Fund's Form D. Rhône requires placement agents to have all appropriate licenses and registrations to conduct their business, including when applicable, to be registered as broker-dealers with the SEC and to be members of FINRA.

## **ITEM 15**

### **Custody**

In connection with the management of investments for certain clients, Rhône generally expects that it will be deemed to have "custody" (within the meaning of Advisers Act Rule 206(4)-2 (the "Custody Rule")) of certain funds or securities of its clients, subject to certain exceptions set forth in the Custody Rule and related guidance. The Custody Rule under the Advisers Act defines custody as holding client securities or assets or having any authority to obtain possession of them, including the authority to withdraw funds or securities from a client's accounts or ownership of or access to client funds or securities (such as through fee deductions).

With the exception of certain assets, which are defined as "privately offered securities" per the Custody Rule, all Fund assets are held in custody by unaffiliated broker-dealers or banks acting in the capacity as "qualified custodians". With respect to certain Funds, Rhône may be deemed to have custody of its funds or securities, and with respect to other Funds, the Fund's General Partner may be deemed to have custody of its funds or securities. Rhône has developed procedures that ensure the safeguarding and protection of the assets. Such procedures include, among other things, the separation of functions and multiple approvals for the distribution of Fund capital.

The Funds are subject to an annual audit performed by a nationally recognized public accounting firm, and the audited financial statements are distributed to each investor.



## **ITEM 16**

### **Investment Discretion**

In accordance with the terms and conditions of the relevant Governing Documents of each Fund and any applicable Side Letters, the relevant General Partner of each Fund generally has full discretionary authority to determine, without obtaining consent from investors in such Fund, the investments to be bought or sold on behalf of the Fund.

## **ITEM 17**

### **Voting Client Securities**

As a general matter, clients of Rhône vote proxies on their own behalf. However, because Rhône could be deemed to have authority to vote proxies relating to the companies in which its Funds invest, Rhône has taken steps to ensure that voting with respect to proxy proposals, amendments, consents or resolutions (collectively, “proxies”) is exercised in a manner that serves the best interest of its clients, as determined by Rhône (or the relevant General Partner) in its sole discretion. In circumstances where no conflict of interest exists, client proxies are voted in accordance with the recommendation made by the client’s representative on the company’s board of directors.

In voting proxies, conflicts are expected to arise between the interests of the investor in a Fund, on the one hand, and the interests of Rhône or its affiliates, on the other hand. If Rhône determines that it has an actual or potential conflict of interest when voting a proxy, Rhône will address matters involving such conflicts of interest on a case-by-case basis in a fair and equitable manner, subject to legal, regulatory, contractual or other applicable considerations. Rhône, in its sole discretion, reserves the right not to vote a proxy if unduly burdensome. In the event of a material conflict of interest, the matter in question is expected to be presented to the advisory committee of a Fund, as applicable, in accordance with terms of that Fund’s Governing Documents.

Investors in a Fund may not direct how any interests in a company held by a Fund may be voted.

Investors may obtain a copy of our policies and procedures relating to proxy voting as well as a record of the proxy votes made in respect of assets held by the Funds by emailing the Chief Compliance Officer at [info@rhonegroup.com](mailto:info@rhonegroup.com) or by writing to the address listed on the cover page of this Brochure.

## **ITEM 18**

### **Financial Information**

Rhône does not require prepayment of Management Fees six months or more in advance. Rhône has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to meet any contractual obligations to its clients.