

Form ADV Part 2A: FIRM BROCHURE



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This brochure ("Brochure") provides information about the qualifications and business practices of May River Capital, LLC ("May River" or the "Firm"). If you have any questions about the contents of this Brochure, please contact us at (312) 815-1360 or pwasser@mayrivercapital.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

May River is a registered investment adviser. Registration of an investment adviser with the SEC does not imply a certain level of skill or training. Additional information about May River is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

There have been no material changes since May River's last annual amendment of its Brochure dated March 31, 2023. May River filed an other-than-annual amendment on May 9, 2023 for purposes of confirming the delivery of required Client vehicle financial audits prior to April 30, 2023. This Brochure reflects updates based on the closing of a new fund as noted in Item 4 and Form ADV Part 1.

May River routinely makes changes throughout its Brochure to improve and clarify the descriptions of its business practices and compliance policies and procedures or in response to evolving industry best practices and Firm practices. In this year's filing, the following Items have been updated, in addition to certain immaterial changes and/or conforming changes related to the following:

- Item 4: updated to reflect regulatory assets under management as of December 31, 2023;
- Item 5: updates fund expenses in connection with the closing of the new fund; and
- Item 8: updated to reflect additional risk factors and potential conflicts of interest in connection with the new fund.

Item 3 – Table of Contents

Item 2 – Material Changes.....	ii
Item 3 – Table of Contents	iii
Item 4 – Advisory Business.....	1
Item 5 – Fees and Compensation.....	3
Item 6 – Performance-Based Fees and Side-By-Side Management.....	14
Item 7 – Types of Clients.....	16
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	18
Item 9 – Disciplinary Information	65
Item 10 – Other Financial Industry Activities and Affiliations.....	65
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading...66	
Item 12 – Brokerage Practices.....	69
Item 13 – Review of Accounts	70
Item 14 – Client Referrals and Other Compensation.....	71
Item 15 – Custody	71
Item 16 – Investment Discretion.....	72
Item 17 – Voting Client Securities.....	72
Item 18 – Financial Information	73

Item 4 – Advisory Business

Founded in 2012, May River Capital, LLC, an Illinois limited liability company (and collectively with the general partners, unless the context otherwise requires, “May River” or the “Firm”), is a Chicago-based private equity firm focused on making control equity investments in small, high-caliber, industrial growth businesses that have the potential to be transformed into larger, more valuable enterprises. The Firm concentrates on private companies predominately headquartered in North America and generally targets investments in companies that engage in high-value manufacturing and/or provide engineered products, industrial services and value-added industrial distribution. May River has a particular interest in acquiring entrepreneur and family-owned companies where it represents the first institutional capital invested in the business, allowing the Firm to make a significant and positive impact by leveraging its operational and strategic expertise and that of its network.

May River’s clients include the following investment platforms and private funds: various pre-fund investments (the “Pre-Fund Investments”); May River Capital Fund I, LP (“Fund I”); May River Capital Fund II, LP (“Fund II”); May River Executive Fund II, LP (“Fund II Executive Fund”); May River Capital Fund III, LP and May River Capital Fund III-A, LP (collectively, “Fund III”); and May River Executive Fund III, LP (“Fund III Executive Fund” and together, Fund I, Fund II, Fund II Executive Fund, Fund III and Fund III Executive Fund, the “Funds” and together with the Pre-Fund Investments, the “Clients”).

May River serves as the manager of the Pre-Fund Investments (the “Manager”); May River I GP, LLC serves as the general partner of Fund I, May River GP II, LLC serves as the general partner of Fund II and the Fund II Executive Fund and May River GP III, LP serves as the general partner of Fund III and Fund III Executive Fund (each a “General Partner” and collectively the “General Partners”). Both the Manager and the General Partners have been granted authority to make investment decisions on behalf of their respective Clients and are deemed registered under the Investment Advisers Act of 1940, as amended (“Advisers Act”), pursuant to May River’s registration in accordance with SEC guidance. The applicable General Partner of each Fund retains investment discretion and investors in the Funds do not participate in the control or management of the Funds. While the General Partners maintain ultimate authority over the Funds, May River has been delegated the role of investment adviser.

May River provides discretionary investment advisory services as a private equity fund manager to its Clients. The Clients invest through privately negotiated transactions in operating companies, generally referred to as “portfolio companies.” Each portfolio company has its own independent management team responsible for managing its day-to-day operations, although the senior principals or other personnel and/or third parties appointed by May River will generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management. In addition, in some cases, May River will more directly influence the day-to-day management of a portfolio company by recruiting and installing certain individuals in various leadership roles, such as

chief executive officer, chief operating officer, chief financial officer or in other roles. May River's investment advisory services to the Clients consist of identifying and evaluating investment opportunities, negotiating the terms of investment, managing and monitoring investments and achieving disposition of such investments. Investments are made in nonpublic companies, although investments in public companies are permitted in certain instances.

May River does not tailor its advisory services to the individual needs of investors in its Clients; the Firm's investment advice and authority for each Client is tailored to the investment objectives of that particular Client. These investment objectives are described in and governed by, as applicable, the private placement memorandum, limited liability company and/or limited partnership agreements, as applicable, investment advisory agreements, management services agreements, subscription agreements, side letters and other governing documents of the relevant Client (collectively, "Governing Documents") and investors determine the suitability of an investment in a Client based on, among other things, the Governing Documents. For the Funds, the Firm does not seek or require investor approval regarding each investment decision; however, for the Pre-Fund Investments, investors fund a specific amount of capital in each deal and receive a right of first refusal for follow-on investments in an amount pro rata to their committed capital.

Underlying investors in each Client generally cannot impose restrictions on investing in certain securities or types of securities, other than through side letter agreements. Moreover, investors in the Funds participate in the overall investment program for each such Fund and cannot be excused from a particular investment except pursuant to the applicable Governing Documents. In accordance with industry common practice, May River has entered into side letters or similar agreements with certain investors including those who have made substantial commitments of capital or who were early stage investors, or for other reasons in the sole discretion of May River, in each case that have the effect of establishing rights under, or altering or supplementing, a Client's Governing Documents. Examples of side letters entered into include acknowledgement of interest in participating in a co-investment opportunity, certain fee arrangements, notification provisions, limited partner advisory committee representation, reporting requirements and "most favored nations" provisions, among others. These rights, benefits or privileges are not always made available to all investors nor in some cases are they required to be disclosed to all investors, consistent with general market practice. Commencing in March 2025, May River will make required disclosure of certain side letters to all investors (and in certain cases, to prospective investors) in accordance with the new Private Fund Rule. Side letters are negotiated at the time of the relevant investor's contribution, and once invested in a Client, investors generally cannot impose additional investment guidelines or restrictions on such Client. There can be no assurance that the side letter rights granted to one or more investors will not in certain cases disadvantage other investors.

May River does not participate in wrap fee programs.

As of December 31, 2023, May River managed approximately \$1,055,935,090 in Client assets, all managed on a discretionary basis.

May River is ultimately owned equally by its three principals: Charles Grace, Daniel Barlow and Stephen Griesemer. For more information about May River's owners and executive officers, see May River's Form ADV Part 1, Schedule A.

Item 5 – Fees and Compensation

May River and its affiliated General Partners receive fees and compensation in exchange for advisory services provided to the Clients, including management fees, carried interest, additional compensation in connection with management services performed for the portfolio companies of the Clients and reimbursements from portfolio companies for certain expenses advanced on their behalf. The following is a general description of fees, compensation and expenses for each Client. Differences in fees and expenses exist between Clients, and certain Clients are not charged certain fees, compensation or expenses that other Clients are charged. In addition, the General Partner and/or Manager of each relevant Client is permitted, in its sole discretion, to waive or reduce an investor's management fee or carried interest allocation. Investors should refer to the Governing Documents of the applicable Client for a complete understanding of how May River is compensated for its advisory services. The information contained herein is a summary only and is qualified in its entirety by such documents.

Management Fees

May River charges a management fee (the "Management Fee") to investors in Fund I, Fund II and Fund III. The Management Fee is generally 2% per annum, initially calculated based upon each non-affiliated investor's committed capital for the period of time during which the relevant Fund is making investments; thereafter, the Management Fee is equal to a percentage of each non-affiliated investor's outstanding invested capital, subject to various other factors. Management Fee calculations differ by Funds and investors should review the Governing Documents for more information as to how Management Fees are calculated, especially during the stepdown period.

The amount of Management Fees generally will not correspond with fluctuations in a Fund's net asset value, including following the stepdown date, and will not be reduced in connection with any write-downs, except in the case of investments that have been permanently written down. Permanent write-down determinations are made in the discretion of the valuation committee in accordance with the relevant Governing Documents and the Firm's valuation policy. 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 partial distributions or partial sales of investments. In addition, 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. Further, where there has been a partial disposition (*i.e.*, dividend recapitalizations) or permanent write-down of a Fund's investment and the fair market value of the investment following such event exceeds the total amount of the Fund's investment contributions relating to the investment, the Governing Documents do not require Management Fees after the stepdown date to be reduced.

Investors participating in a subsequent closing after the initial closing of a Fund are responsible for paying the Management Fee as of the date of the initial closing of such Fund, plus interest, as applicable. Management Fees are payable during term extensions unless otherwise agreed to with investors. Negotiated with Fund investors during the fundraising period of the applicable Fund, Management Fees are not subject to negotiation thereafter.

Management Fees differ among Funds and among investors in the Funds. In particular, fees are generally waived for May River employees (either as direct investors or through a General Partner) and affiliates investing in a Fund (however in each case, such investors generally pay their pro rata share of certain Fund expenses). For the Pre-Fund Investments, Fund II Executive Fund and Fund III Executive Fund, no Management Fee is charged to investors with respect to committed or invested capital (but again, such investors generally pay their pro rata share of certain expenses).

Management Fees are non-refundable and are generally paid on a quarterly basis in advance. Management Fees are collected through a capital call, through a draw-down on the line of credit or offset against a distribution to investors. The Funds are closed-ended investment vehicles intended for a long-term investment. Accordingly, Management Fees are expected to be paid, except as otherwise described in the relevant Governing Documents, and investors generally are not permitted to withdraw or redeem interests in any Fund.

Management Fee Offset

With respect to Fund I, Fund II and Fund III, the Management Fee payable in any quarterly period shall be reduced by, if applicable, (i) an amount equal to the aggregate amount of placement or finders' fees and expenses paid by such Fund to third parties in connection with the organization or funding of the applicable Fund and (ii) any organizational expenses paid or reimbursed in excess of an amount specified in such Fund's Governing Documents. In addition, the Management Fee payable in any quarterly period will be reduced by 80% (for Fund I) and 100% (for Fund II and Fund III) of the sum of all (i) directors fees and other similar fees (whether in the form of cash, securities or otherwise) paid to the relevant General Partner or its affiliates with respect to any Fund investment, (ii) commitment fees, breakup fees and litigation proceeds (collectively, "breakup fees") with respect to Fund transactions not completed that are paid to the applicable General Partner or its affiliates, (iii) closing fees, investment banking fees, consulting fees, placement fees and other similar fees paid to the relevant General Partner or its affiliates with respect to any Fund investment and (iv) monitoring fees, consulting fees and advisory fees paid to the relevant General Partner or its affiliates with respect to any Fund investment and in each case, the portion of such fee or proceeds allocable to such Fund based on proportion of its respective ownership of the attributable investment. Accordingly, a Fund will, in most such cases, only benefit from the Management Fee reduction described above with respect to its allocable portion of any such supplemental fees and not the portion allocable to any other investor (which could include other Clients, co-investors, third parties, portfolio company management or employees and/or others) that holds an economic interest in the applicable investment. In the event a Fund does not pay a Management Fee or does not have an offset provision

requiring the reduction of Management Fees, May River will retain the credited offset portion of supplemental fees allocable to these Funds without reduction. The Pre-Fund Investments, Fund II Executive Fund and Fund III Executive Fund have no Management Fee offsets since no Management Fees are charged to such Clients' investors. Thus, May River will retain the portion of any supplemental fees allocable to the Pre-Fund Investments, Fund II Executive Fund and Fund III Executive Fund, if applicable. Solely for Fund I, the Management Fee shall be reduced by 100% of such applicable fees described above beginning the first quarterly period after all such allocable fees subject to offset exceed an amount specified in the Fund I Governing Documents. Receiving an allocable amount of supplemental fees that do not offset the Management Fee gives May River an incentive to maximize such amounts and to make and structure and potentially syndicate investments that could generate such amounts.

For clarity, Management Fees will not be offset by (i) any amount received by May River or any person from or on behalf of a portfolio company as reimbursement for out-of-pocket expenses directly related to such portfolio company; (ii) broken deal expenses; (iii) payments for services provided to any portfolio company in the ordinary course of such portfolio company's business, or as compensation for services provided by a person as an employee of, or in a similar capacity for, such portfolio company; (iv) payments to or on behalf of any third-party professional, such as members of the Executive Resource Group (as defined below); (v) fees paid to third parties (and not May River or its employees) who May River appoints to the board of a portfolio company; (vi) fees received from a co-investor or Pre-Fund Investment or (vii) portfolio company directors' or board fees paid by a former portfolio company to a May River employee or former employee who remains on the company's board of directors following a Client's disposition of its investment in the company.

In the event that the amount of breakup fees, directors fees, consulting fees, monitoring fees or other similar fees to be offset against the Management Fee exceeds the Management Fee for the immediately succeeding quarterly period, the excess shall be carried forward to reduce the Management Fee payable in following periods; if a credit remains upon dissolution, a payment will be made to investors that have not elected to waive such amount for tax or other reasons.

The amount of supplemental fees are paid by Fund I, Fund II and Fund III investors (directly, or indirectly by the portfolio companies) and are determined by May River on a transaction by transaction basis, subject to the terms set forth in each Client's Governing Documents. Consulting fees are generally calculated based on the total enterprise value of the portfolio company involved in the transaction, while monitoring fees are determined based on the complexity and scale of the transaction and the associated portfolio company. Consulting fees are non-refundable and payable upon consummation of a portfolio transaction while monitoring fees are non-refundable and generally payable quarterly in advance. May River does not accelerate monitoring fees.

May River generally has discretion over whether to charge portfolio company fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's

holding or operating structure. In general, supplemental fees are not typically negotiated with portfolio companies on an arm's-length basis and such supplemental fees could adversely affect a portfolio company's financial performance. In most circumstances, such compensation is not reviewed or approved by an independent third party. There can be no assurance that the amount of fees charged will be proportional to the amount of work performed on behalf of a portfolio company.

On occasion, in certain circumstances (such as a portfolio company's liquidity needs or otherwise) May River determines to waive, defer or renegotiate, in whole or in part, the amount of supplemental fees received from a portfolio company. May River endeavors to require the payment of such fees only to the extent permitted by the earnings or cash position of the applicable portfolio company, and May River will defer or forego the payment of such fees if such fees too burdensome for the portfolio company or at such time an applicable credit agreement prohibits the payment of such fees. In the case of amounts deferred, such payments will generally be payable in the future, which could result in a single payment or installments of repayment amounts that are larger than if the fees had originally been paid in increments. May River makes such determinations on a case-by-case basis and reserves the right to take different actions (or no action) with respect to similarly situated portfolio companies.

Carried Interest

As described in Item 6 below, the Manager and the General Partners are entitled to be allocated carried interest ("Carried Interest") with regard to certain Clients, which generally equals a specified percentage of realized profits net of all expenses and for some Clients is subject to preferred return and catch-up provisions. Each Client's Carried Interest arrangement differs, and each calculation is further described in the relevant Client's Governing Documents.

Fund Expenses

Each Fund is governed by its own Governing Documents, which details a description of expenses for such Fund. While differences exist among Funds, the following is a description of expenses generally charged to each Fund related to such Fund's (and its subsidiaries' and intermediate entities') activities.

Investors are responsible to pay all fees, costs, expenses, liabilities and obligations relating to a Fund and its activities (and its subsidiaries and intermediate entities), actual or potential investments and business (including with respect to any entity formed to effect the acquisition and/or holding of a portfolio company), in each case to the extent not borne or reimbursed by a portfolio company, including, without limitation, all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to the origination, identification and sourcing of investment opportunities for the Funds, including attending and sponsoring industry conferences and events, trade association memberships, meeting with consultants, finders, broker-dealers, investment banks and other buy side advisors and other sources of investments and developing and maintaining an investment pipeline; (ii) activities with respect to the pursuing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to any periodicals, databases and/or research

services), acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding-up, liquidating, dissolving or otherwise disposing of, as applicable, portfolio companies and a Fund's actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other costs payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, research firms, third-party diligence and deal-sourcing software, subscription and service providers, consultants and similar professionals in connection therewith and any associated closing dinners, entertainment, mementos, after-hours meals and transportation); (iii) indebtedness of, or guarantees made by, a Fund, its General Partner, the Firm or any investor designated as an "affiliated partner" on behalf of the Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) financing, commitment, origination and similar activities; (v) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement, sales, investment banker and similar services; (vi) brokerage, sale, custodial, depository, local paying agent, distribution agent, registered office and similar services (including any depository appointed pursuant to the AIFMD and any Swiss representative or paying agent appointed pursuant to the Swiss Collective Investment Schemes Act (as amended), including any law, rule or regulation relating to the implementation thereof), trustee, record keeping, account and similar services; (vii) reporting, filings and other ongoing compliance requirements contemplated by the AIFMD or any similar law, rule or regulation (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings and compliance obligations related thereto), including secondary legislation, regulations, rules and/or associated guidance, and any related requirements; (viii) legal, accounting, research, auditing, technology, administration (including costs associated with compliance with any anti-money laundering laws and regulations and any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, subscriptions to any valuation databases, fairness opinions, appraisals or pricing services as well as costs related to the establishment or maintenance of such other services), consulting (including consulting and retainer fees, transaction fees, salary, guaranteed payments, bonus and other compensation paid to, and benefits or personnel costs provided to or on behalf of, the Executive Resource Group and any of its members, consultants performing investment initiatives or providing services related to environmental, social and governance matters, investment considerations and policies (including deal sourcers) and other consultants), tax and other professional services (including costs related to the establishment or maintenance of any such activities or services); (ix) reverse breakup, termination and other similar arrangements; (x) insurance (including directors and officers liability, fidelity bond, portfolio company management liability, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory costs, including costs related to any retention or deductibles and broker costs and commissions) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance; (xi) filing, title, transfer, survey, registration and other similar activities; (xii) printing, communications, mailing, courier, marketing and publicity; (xiii) the preparation, distribution or filing

of financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with investors, any other administrative, compliance or regulatory filings or reports (including Form PF and Bureau of Economic Analysis Reports) or other information, including costs of any third-party service providers and professionals related to the foregoing; (xiv) compliance with any Foreign Account Reporting Requirements, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing; (xv) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services); (xvi) any activities with respect to protecting the confidential or non-public nature of any information or data, including confidential information (including any costs incurred in connection with the EU Data Protection Law, FOIA or the California Consumer Privacy Act of 2018, as amended, and any similar laws, rules and regulations); (xvii) to the extent provided in a Fund’s Governing Documents or otherwise approved by May River in its sole discretion, activities or proceedings of the advisory committee (including any out-of-pocket costs incurred by representatives of a General Partner, the advisory committee members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory committee); (xviii) indemnification to the maximum extent not prohibited by applicable law (including legal and any other costs incurred in connection with indemnifying any investor or other person pursuant to the Governing Documents and advancing costs incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Governing Documents), except as otherwise set forth in the Governing Documents; (xix) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs of discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xx) any annual, periodic or special meeting of the investors, any other conference, meeting or webcast or other video conference with any investors, and any periodic executive forum or other presentation or event attended by portfolio company management, members of the Executive Resource Group and/or other persons, in each case, including any costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers, and other meeting or conference-related costs, in each case, to the extent incurred by a Fund, its General Partner or any other affiliate; (xxi) the Management Fee; (xxii) except as otherwise determined by May River in its sole discretion, any cost relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense if it were incurred in connection with the Fund, any costs incurred in connection with the formation, management, operation, termination, winding-up and dissolution of any feeder vehicles related to a Fund to the extent not paid by the investors investing in such entities and any other costs related to any structuring or restructuring of any Fund entity; (xxiii) the termination, liquidation, winding-up or dissolution of a Fund and any entities owned directly or indirectly by the Fund (including portfolio companies) and related entities; (xxiv) defaults by investors in the payment of any

capital contributions; (xxv) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, the parallel fund, the General Partner, the parallel fund general partner, the ultimate general partner, the Firm, any entities owned directly or indirectly by the Fund (including portfolio companies) and any alternative investment vehicle of the Fund or the parallel fund, including the preparation, distribution and implementation thereof; (xxvi) (A) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related thereto, any regulatory costs of a General Partner or any of its affiliates incurred in connection with the operation of a Fund and any costs related to compliance with any environmental, social or governance or other investment considerations and policies applicable to a Fund, its General Partner and/or any of their respective affiliates and/or (B) the validation or other confirmation of any payments made to a Fund or its General Partner (including as a result of any anti-money laundering laws, rules or regulations); (xxvii) any litigation or governmental inquiry, investigation or proceeding, including any costs of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such costs or amounts have been determined to be excluded from the indemnification provided for in the Governing Documents; (xxviii) any consultants, experts or advisors, including independent appraisers, engaged in connection with a Fund considering, making holding or disposing of, directly or indirectly, an investment in the same entity as one or more other Funds or any of its affiliates; (xxix) unreimbursed costs incurred in connection with any transfer or proposed transfer contemplated by the Governing Documents or any investor's name change, internal restructuring or change in trust, registered agent or custodian; (xxx) any taxes, fees and other governmental charges levied against a Fund and/or any alternative investment vehicle and all costs incurred in connection with any tax audit, inquiry, investigation settlement or review of a Fund and/or any alternative investment vehicle (except to the extent that a Fund is reimbursed therefor by a reimbursing partner) and any costs of or related to the tax representative of a Fund or any corresponding designated individual; provided that nothing in this clause shall affect the treatment of any such amount pursuant to the Governing Documents; (xxxi) distributions to the investors and other costs associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxxii) unreimbursed and unpaid costs of the Executive Resource Group or its members, employees or other persons engaged by the Executive Resource Group; (xxxiii) compliance or regulatory matters, except as otherwise set forth in the Governing Documents, including compliance with the Governing Documents and/or any side letter or similar agreement; (xxxiv) amendments to, and waivers, consents or approvals pursuant to, side letters and similar agreements with investors and "most-favored-nations" election processes in connection therewith; (xxxv) attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate or any of their respective affiliates or any member of the Executive Resource Group at any trade conference, including any applicable registration costs and exhibition, sponsorship or other presentation costs; (xxxvi) any travel (including, for certain Funds, where appropriate as determined by May River, the cost of using or chartering private aircraft or other private air travel at a cost in excess of first class commercial airfare (provided that May River determines in its reasonable discretion

that private air travel is the only convenient means to reach a given location, which determination may take into account factors such as the frequency and capacity of commercial flights, the proximity of commercial airports to an intended destination and other factors May River deems appropriate), car or ride sharing services, rail and other modes of transportation, meals, lodging and entertainment) and other meals and entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxvii) any of the items listed in clauses (i) through (xxxvi) above relating to any investment, restructuring, taking public or private, disposition, transaction, project or other opportunity not consummated or otherwise not successful and/or that may have been offered to co-investors (including co-investors' proportionate share of any expenses related to an investment or other opportunity not consummated); (xxxviii) any Organizational Expenses (as defined below); (xxxix) any placement fees; and (xl) any other costs approved by an advisory committee; but not including (A) ordinary overhead and administrative expenses not described in the foregoing that are payable by May River pursuant to the Governing Documents, (B) any expenses included as part of the definition of "Investment Contributions" as defined in the relevant Governing Documents. For information on May River's brokerage practices and fees, please see Item 12, below.

Expense Reimbursement

Certain expenses related to May River's oversight of portfolio companies incurred on behalf of the Funds are reimbursed by a portfolio company pursuant to management services agreements with the portfolio company. These expenses are paid by May River or an affiliated entity and reimbursed by a portfolio company or paid directly by a portfolio company. Such expenses can include, without limitation: (i) travel expenses, which can include expenses for private air (billed at a first-class equivalent ticket), first-class or first-class equivalent travel and meals and entertainment expenses (such expenses including, as applicable, those relating to (a) use of premium black car and other car services, which from time to time include waiting time and (b) social and entertainment events, including closing dinners and mementos, with portfolio company management, customers, clients, borrowers, brokers and service providers); (ii) expenses relating to training programs, meetings, conferences or other events (to the extent such programs, meetings or events are attended by portfolio company personnel); (iii) premium meals (including outside normal business hours); (iv) expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses); (v) indemnification expenses; (vi) insurance; (vii) corporate filings; (viii) certain legal expenses; (ix) similar out-of-pocket expenses; (x) consulting fees; and (xi) other consideration.

In addition, to the extent a Client or May River initially bears the cost of certain fees or expenses where the benefit of the related services or expense is also received by another Client, portfolio company or future Client or portfolio company, May River will determine, subject to its ultimate discretion, whether to cause such other Client or portfolio company to reimburse the initial Client or May River for such fees or expenses.

Out-of-pocket expenses associated with completed transactions are capitalized as part of the acquisition price of a consummated transaction or reimbursed by a portfolio company. Out-of-pocket expenses associated with unconsummated transactions (*i.e.*, broken deal expenses) are paid by the relevant Fund(s) selected as proposed investors in such transaction, including those terminated before the investor's admission into a Fund. Reimbursement by a portfolio company or Fund of out-of-pocket expenses incurred by May River, a General Partner, their respective affiliates or the Executive Resource Group will not offset the Management Fee payable by the Funds.

Organizational Expenses

Fund I, Fund II and Fund III investors will bear their pro rata share of the relevant Fund's, the applicable General Partner's and its affiliates' organizational and startup expenses, not to exceed an amount as specified in each Fund's Governing Documents ("Organizational Expenses"). The amount and type of Organizational Expenses varies by Fund and is further detailed in the Governing Documents of such Fund. The applicable General Partner will bear the cost (through an offset against the Management Fee or otherwise) of all Organizational Expenses in excess of the cap stated in each Fund's Governing Documents, if any, and of any placement agent fees incurred in connection with the formation of the relevant Fund.

The Pre-Fund Investment, Fund II Executive Fund and Fund III Executive Fund investors pay expenses related to their formation, many of which are similar to those paid by the Funds.

Pre-Fund Investment Fees and Expenses

Each of the Pre-Fund Investments, or the respective underlying portfolio companies, pays to May River various fees and bears certain expenses as agreed upon and as detailed in their respective Governing Documents, many of which are similar to those paid by the Funds.

From time to time, May River receives supplemental fees and compensation from, on behalf of or with respect to, investors in a Pre-Fund Investment, as per the Governing Documents of each Client. Such fees include monitoring fees and consulting fees, which are paid either directly by the investor or indirectly by the underlying portfolio company. Because there is no Management Fee payable by Pre-Fund Investments, the portion of any such fees received on behalf of such Clients do not serve as related offsets to any Management Fee.

Co-Investment Fees

In certain circumstances, May River permits investors and third parties to invest alongside a Fund directly in a portfolio company or immediate holding company. Expenses incurred for direct co-investments are borne directly at the portfolio company, in the same manner expenses related to the Fund investment in such portfolio company are borne. In the event a proposed transaction is not consummated, no such co-investment vehicle generally will have been formed, and the full amount of

any fees and expenses generated in the course of evaluating such investments, including out of pocket fees associated with due diligence, attorney fees, fees of other professionals and various other fees relating to such proposed but not consummated transaction (“broken deal expenses”) therefore will generally be borne by the Fund(s) selected as proposed investors for such proposed transaction and not by any prospective co-investors that were to have considered participating in such transaction. As a result, the Client(s) selected as proposed investors for such proposed transaction will bear more than what would otherwise have been its share of such broken deal expenses. Conversely, co-investors who commit to a transaction after a Fund signs a definitive purchase agreement will lower the risk of broken deal or similar expenses incurred by such Fund (and indirectly, by such Fund’s investors) in connection with such transaction based on the timing of when a co-investor becomes contractually obligated to invest. However, to the extent that such co-investors have already invested in a portfolio company through a co-investment vehicle or other special purpose vehicle in connection with such transaction (such as for a follow-on investment for the portfolio company for which the co-investment vehicle was originally created) such broken deal expenses (which for follow-on investments will generally be recorded at the portfolio company).

Fee Receipt Allocation

From time to time, May River (in its sole discretion), a Client or a portfolio company agrees to pay all or a portion of a consulting fee, Carried Interest, monitoring fee, equity grant or other fee to a third party, such as an Executive Resource Group member, consultant, advisor, finder, placement agent, broker and/or investment banker. Similarly, on occasion, certain members of a portfolio company management team receive additional cash and equity compensation, including bonus payments based on the applicable portfolio company meeting certain success hurdles. All such compensation, whether in the form of a profits or equity interest in a portfolio company or immediate holding company, generally has a dilutive impact on a Client’s investment and indirectly reduces the proceeds available for distribution to the relevant Client at the time of such portfolio company’s exit. None of these fees or compensation allocations offset Management Fees payable by a Fund.

Executive Resource Group Expenses

May River and its affiliates engage and retain certain employee and third-party operating executives and other similar professionals (collectively, the “Executive Resource Group” or “ERG”) to provide services to (or with respect to) May River, the Clients or certain current or prospective portfolio companies in which the Clients invest or seek to invest. ERG members assist May River with managing portfolio companies by providing services related to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. The ERG is comprised of a diverse group of industrial oriented business executives who have held a variety of leadership positions throughout their career. ERG members make a meaningful impact through all phases of May River’s investment process, including, but not limited to, sourcing new investment opportunities, building relationships and credibility with target company management teams, due diligence and analysis, investment thesis and strategy development, company management

including serving in management or policy-making positions for portfolio companies, board of director activities and discrete major projects (*e.g.*, operational initiatives, add-on acquisitions and business development).

The nature of the relationship with each ERG member and the amount of time devoted to or required to be devoted by him or her varies. There can be no assurance that any of the ERG members will continue to serve in such role and/or continue their arrangement with May River and/or any portfolio company throughout the terms of the Clients.

From time to time, ERG members receive certain types of compensation from May River portfolio companies, including, but not limited to, consulting fees, retainer fees and expenses, salary, guaranteed payments, bonus, directors' fees, board fees, co-investment rights, transaction fees, finder's fees, incentive compensation or a profits or equity interest in a portfolio company. To the extent that ERG members are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Clients will bear a greater share of such compensation due to the utilization of the ERG member's services at a time when fewer portfolio companies or Clients make use of such ERG member. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of work generated by the ERG member.

Certain fees payable to ERG members are associated with a particular transaction and will typically be included in the closing costs payable by the applicable portfolio company. Other fees, such as board fees, are paid by a portfolio company to the ERG member. In addition, some ERG members are engaged directly by a portfolio company in addition to or other than for board service, and any such fees are paid by the portfolio company directly to the ERG member. In such cases, these reimbursements are in addition to the monthly retainer paid by the Clients for such ERG member. A May River affiliate often pays an ERG member's compensation and seeks reimbursement from the applicable portfolio company. Work performed by ERG members for unconsummated transactions is borne by the Client(s) that was to have participated in such transaction as part of broken deal expenses. The determination of the appropriate form and amount of compensation for such services takes into account a variety of factors but will ultimately be at the discretion of May River and/or the portfolio company, as applicable.

ERG members typically incur expenses while working with May River portfolio companies or potential portfolio companies, including but not limited to, the cost of travel to portfolio companies and other out-of-pocket costs, and such expenses are paid or reimbursed by either May River (generally in the case of work performed for the management company), the relevant portfolio company (generally in the event a deal is consummated) or the relevant Client (generally in the event a deal is not consummated). Some ERG members are investors in the May River Clients and participate as direct investors and/or receive equity grants in portfolio companies in which they are involved.

None of the fees, profits interests or other compensation or reimbursements received by ERG members, directly or indirectly, will be subject to the offset against Management Fee provisions, each as described above.

Allocation of Fees and Expenses

May River will allocate fees and expenses to be borne by the Clients in accordance with the Governing Documents or, to the extent the Governing Documents do not expressly provide for a method of allocation, as determined by May River in good faith and in its fair and reasonable discretion in accordance with its internal policies and procedures, unless it determines another method is more equitable. Some expenses are incurred on an aggregate basis for the benefit of multiple Clients and/or May River. The aggregate cost of such expenses are allocated in a fair and reasonable manner and in May River's sole discretion. Where one or more Clients to which an expense would otherwise be allocable are not permitted to pay its allocable portion of such expense based on the applicable Governing Documents, the portion of the expense attributable to such Client(s) will be borne by May River.

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

A Carried Interest allocation represents an adviser's compensation based on a percentage of net profits of the clients it manages. With respect to Fund I, Fund II and Fund III, the General Partners are entitled to receive a Carried Interest allocation on certain realized profits in such Funds equal to 20% of all realized profits subject to an 8% annually compounded preferred return (or hurdle) and subject to reimbursement of all capital called to pay relevant Fund I, Fund II and Fund III expenses, including Management Fees.

With respect to Pre-Fund Investments, the Manager is entitled to receive a Carried Interest allocation that was negotiated on a deal-by-deal basis, ranging from 10% to 20% of all realized profits (depending on the level of cash-on-cash return achieved) subject to an 8% annually compounded preferred return (or hurdle) and in some cases including reimbursements of certain expenses.

May River's Carried Interest allocations have been structured subject to Section 205(a)(1) of the Advisers Act in accordance with the available exemptions thereunder, including the exemption set forth in Advisers Act Rule 205-3.

Carried Interest allocations are calculated based on cumulative realized gains and income only and are therefore only payable as portfolio holdings are liquidated or otherwise realized. Additionally, for the Funds, Carried Interest allocations are subject to a potential giveback if the respective General Partner has received excess cumulative distributions. Each Client's Carried Interest calculation, as applicable, is further described in the relevant Governing Documents received by each investor prior to investment in such Client. The General Partners and/or Manager, as applicable, are permitted, in their sole discretion, to waive or reduce the amount of Carried Interest for certain Clients or an

investor in a Client. Specifically, Carried Interest has been waived for the Fund II Executive Fund, Fund III Executive Fund and May River employees, affiliated investors, portfolio company employees and ERG members who are investors in a Client will generally be allocated a reduced Carried Interest or none at all.

The fact that the General Partners' and/or Manager's Carried Interest allocations are based on the performance of each Client can create an incentive for May River to make investments that are more speculative than would be the case in the absence of such distributions or to allocate an investment to a Client that earns a higher Carried Interest, if applicable. The Firm believes this incentive is sufficiently mitigated, however, due to the fact that: (i) the applicable Governing Documents create limitations on the ability of May River to establish new investment funds; (ii) any losses a Client sustains will reduce the General Partners' and/or Manager's Carried Interest distribution; (iii) Carried Interest is calculated only after investors have received as distribution 100% of their capital contributions plus a preferred return; (iv) a General Partner often makes a substantial commitment to a Fund to invest its own capital alongside the investors; and (v) May River's ability to attract future investors is tied to the performance of its investments. May River generally considers performance-based compensation to better align its interests 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 Client's life or at certain interim intervals.

May River manages multiple Clients with similar investment strategies on a side-by-side basis. Management of multiple vehicles on a side-by-side basis has the potential to create conflicts of interest with regard to May River's allocation of investment opportunities, expenses, time and attention of advisory personnel and consideration for certain transactions. Although May River generally makes new investments for a Client with the same investment objectives only after a predecessor Client is substantially invested or committed as more fully described in the applicable Client's Governing Documents, management of side-by-side Clients can create an incentive for the Firm or its personnel to favor a Client in which May River or an affiliate has a greater financial interest. To the extent that May River manages Clients with varying Carried Interest terms (including amount, timing waterfall conditions or other terms) and/or May River personnel are assigned different percentages of Carried Interest in different Clients, May River and such personnel are subject to potential conflicts of interest to the extent they are involved in identifying investment opportunities as appropriate for a Client from which they are entitled to receive a higher Carried Interest percentage.

To help minimize such conflicts of interest, May River allocates investment opportunities which satisfy the investment parameters of more than one Client in accordance with May River's policies and procedures regarding investment allocation, the applicable Governing Documents, and taking into consideration certain factors, as determined in the Firm's sole discretion, which include, but are not limited to: the amount of available capital commitments of the applicable Client(s); anticipated future capital requirements of an investment opportunity; life-cycle of the applicable Client(s); expected time to obtain liquidity; legal, tax and regulatory considerations; and any other factors deemed relevant by May River. May River's policies and procedures are designed to ensure that all investment decisions

are made in accordance with May River's fiduciary duties to its Clients and without consideration of May River's (or its affiliates' or employees') pecuniary interest May River will not allocate investment opportunities based in whole or in part on (i) the relative fee structure or amount of fees paid by any Client or (ii) the profitability of any Client. Investment allocation decisions are determined by the investment committee.

Item 7 – Types of Clients

May River provides investment advice to each of the Pre-Fund Investments and the Funds, each of which are exempt from registration under the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder ("Investment Company Act"). With the exception of the Pre-Fund Investments, the Funds generally limit their respective investors to (i) "accredited investors" as defined in the Securities Act of 1933, as amended (the "Securities Act"), (ii) "qualified purchasers" or "knowledgeable employees," each as defined in the Investment Company Act and (iii) "qualified clients", as defined in the Advisers Act. Investors in the Clients must meet certain suitability and net worth qualifications prior to making an investment in the Clients. The Clients are not registered or required to be registered under the Investment Company Act; are not made available to the general public; their securities are not registered or required to be registered under the Securities Act; and interests in the Clients are privately placed to qualified investors. Qualified investors include individuals or entities to which Client interests are permitted to be sold, which generally includes (i) in the United States, people or organizations who meet certain net worth, income and/or financial sophistication requirements as described above or (ii) in other countries, as permitted by the relevant securities laws in such jurisdiction and in compliance with any foreign offering provisions applicable to May River and/or the Clients. Fund I, Fund II and Fund III typically require capital commitments from each investor of at least \$1 million in the case of an individual investor and \$5 million for an institutional investor, although commitments of less than these amounts have been accepted in the discretion of the relevant Fund's General Partner. The requirements for investors in Pre-Fund Investments differ by entity.

The investors participating in the Clients include high net worth individuals, other investment entities, university endowments, family offices, trusts, fund of funds, charitable organizations or other corporations or business entities and include, directly or indirectly, principals or other employees of May River and its affiliates and members of their families, ERG members, portfolio company employees, advisory committee members or other service providers retained by May River.

On occasion, May River offers co-investment opportunities for certain investors to invest alongside a Fund in certain Fund portfolio companies. Opportunities to participate in co-investment transactions arise when May River has the opportunity for an investment in an existing or prospective portfolio company and determines that (i) an investment requires additional capital, (ii) all or a portion of the opportunity is not required or able to be offered to a participating Fund, (iii) the portfolio company would potentially benefit from the participation of specific co-investors, or (iv) the full investment opportunity is not appropriate for a Fund, whether due to concentration restrictions contained in the

Fund's Governing Documents or otherwise. Such co-investment determinations are based on the provisions of the applicable Governing Documents, side letter agreements, agreements with lenders and such other factors as May River will consider in its sole discretion, including those specified in its policies on investment allocation and co-investments. Subject to any restrictions contained in the Governing Documents of the relevant Fund or any side letter or other terms negotiated with respect to such Fund, in general no investor has a right to participate in any co-investment opportunity.

While one or more investors in the Funds are on occasion invited to co-invest in a Fund's portfolio companies, May River is authorized in its sole discretion to offer any or all of a co-investment opportunity to investors that are not investors in the Funds. Co-investment opportunities are made available to select Fund investors and third parties, including, without limitation, management or founders of the applicable portfolio company, strategic investors, lenders, deal sources (including finders and consultants), other sponsors (including other private equity or venture capital firms), service providers, ERG members, other persons or entities affiliated, associated or otherwise known to May River or its personnel. Additionally, certain individuals who source transactions or provide financing for a transaction have in the past and are expected in the future to negotiate co-investment rights or co-investment priority rights as a component of their compensation or other arrangements with the relevant Fund(s). May River's exercise of discretion in allocating co-investment opportunities often will not always result in proportional allocations among such co-investors and such allocations can be more or less advantageous to some co-investors relative to other co-investors. When the Firm determines to offer a co-investment opportunity, it is possible that the size of the investment opportunity otherwise available to May River's Fund will be less than it would otherwise have been without the inclusion of such co-investors.

Co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as a Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-investment vehicle purchases a portion of an investment from a Fund after such Fund has consummated its investment in the portfolio company (also known as a post-closing sell-down or transfer). Any such purchase from a Fund by a co-investor or co-investment vehicle generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment; however, in certain instances, a post-closing sell-down or transfer could occur well after the Fund's initial purchase. When co-investors purchase their interest from a Fund after the Fund has consummated the investment, the price paid by co-investors is typically determined by the Fund's General Partner in its sole discretion. Where appropriate, and in May River's sole discretion, May River 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 Client for related costs. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the relevant Client. The price may not reflect the full cost incurred by the Fund in connection with the investment, any interest charge on the co-investment amount, the cost of establishing the credit facility utilized to acquire the portfolio company (if applicable) or the risk borne by the Fund in

connection with purchasing and warehousing the investment. In either case, potential co-investors typically do not bear any transaction costs of investments that are not consummated and are not subject generally to the same risks to which a Fund is throughout the investment process. The Funds will bear the risk that any co-investors acquiring an interest in an investment after the closing of such investment will acquire such interest on terms that do not reflect the then-current value of such investment.

In either case, potential co-investors typically do not bear any transaction costs of investments that are not consummated and are not subject generally to the same risks to which a Client is throughout the investment process. As fees paid by or on behalf of co-investors in portfolio companies are not subject to a Management Fee offset and are thus retained by May River, the opportunity to receive such fees presents a conflict of interest in that May River could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise allocated absent such an arrangement. May River seeks to address any such potential conflict of interest by investing in accordance with its policies and procedures governing investment allocation and co-investments. In addition, to the extent that May River engages in a secondary liquidity transaction in connection with an investment, co-investors will not necessarily receive the same liquidity options as investors in a Client and may therefore be compelled to receive cash or continue to hold an interest in the investment, depending on the particular facts of the transaction.

In the event May River is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, a Fund is likely to consequently hold a greater concentration and have greater exposure in the related investment opportunity than was originally intended, which could make the Client more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto and would result in a greater concentration of risk as a result. Thus, an investment that is not syndicated to co-investors as originally anticipated could result in a significant impact to a Client's overall investment returns. As fees paid by or on behalf of co-investors in portfolio companies are not subject to a Management Fee offset and are thus retained by May River, the opportunity to receive such fees could present a conflict of interest. Further, as Management Fees are offset based on each Fund's invested capital in an investment, the inclusion of co-investors presents a conflict of interest in that May River could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise allocated absent such an arrangement. May River believes this conflict is mitigated in part by the fact that it has historically not charged Carried Interest on co-investments. The Firm seeks to address any such potential conflict of interest by investing in accordance with its policies and procedures governing investment allocation and co-investments.

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

May River's Clients have been established to make control equity investments (or minority investments with the prospect of becoming majority and/or a clear path to liquidity) primarily in entrepreneur- and family-owned companies that engage in advanced manufacturing and/or provide

engineered products, systems, instrumentation, technical industrial services and specialty industrial distribution. May River generally seeks to acquire companies outside of an auction process or within a limited auction process. The Clients have and will generally target equity investments ranging from \$20 million to \$90 million in companies with enterprise values between \$20 million and \$150 million and EBITDA between \$3 million and \$15 million. May River generally seeks to build a diversified portfolio of lower-middle market industrial growth companies by leveraging the Firm's collective investing experience, targeted industrial growth focus, differentiated executive-driven sourcing process and repeatable value creation strategy. May River has a particular interest in acquiring entrepreneur- and family-owned companies where the Fund represents the first institutional capital invested in the business, which allows the Firm to make a significant and positive impact by leveraging its own operational and strategic capabilities as well as the operational and strategic capabilities of its network of operating partners, the ERG.

May River's origination process typically begins with the use of the Firm's ERG and various third-party resources to assist in developing sector themes, establishing specific target company attributes and characteristics and identifying and cultivating relationships with target companies. The Firm then engages with targeted, best-of-breed buy-side search and other strategic sector contacts to identify companies and establish direct contact with business owners and management teams.

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

Risk Factors

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

Investments in Junior Securities. Each Client is permitted to invest in securities which are among the most junior in a portfolio company's capital structure and thus subject to the greatest risk of loss. Generally, there will be no collateral to protect an investment once made.

Concentration of Investments; Lack of Diversification. Each Client generally is permitted to invest up to a designated percentage (as set forth in the Governing Documents) of its aggregate capital commitments in any single portfolio company (including its direct or indirect subsidiaries and guarantees, other credit support or bridge financings), and will likely participate in a limited number of overall

investments. Additionally, the Clients reserve the right to make several investments in one industry or one industry segment or within a short period of time. Further, to the extent that the capital raised is less than the targeted amount, the Clients likely will invest in fewer portfolio companies and thus be less diversified. If a Client co-invests with another private equity fund, an investor invested in such other fund has the potential to have exposure to a single portfolio company through more than one fund, potentially multiplying such investor's losses.

Given the experience of principals of May River (the "Principals") in certain core sectors and the structural requirements of operating the Clients, a Client could potentially seek to make investments in a single industry segment, in a limited geographic area, in a single asset type and/or within a short period of time, which could create the conditions for a portfolio of investments that exhibit, amongst themselves, a very high degree of correlated returns. As a result of the foregoing, a Client's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular segment, or the timing of such Client's investments, may substantially affect that Client's aggregate return. In addition to the foregoing, because each Client will only make a limited number of investments and such investments generally will involve a high degree of risk, poor performance by even a single investment could severely affect total returns. If certain investments perform unfavorably, then in order for a Client to achieve attractive returns, one or a few of its investments must perform very well, and there can be no assurances that this will be the case.

A Client is permitted to provide bridge financing to facilitate portfolio investments. It is possible that all or a portion of a bridge financing will not be recouped within the time period specified in the Governing Documents. As a result, a Client's portfolio could become more concentrated with respect to such investment than initially expected or otherwise provided for under a Client's investment limitations set forth in the Governing Documents, certain of which exclude bridge financing investments.

Impacts of Excuse or Exclusion. An investor's participation in a Client's investments has the potential to be limited by virtue of May River's right to exclude an investor from, or an investor's right to be excused from, participating in certain of a Client's investments as set forth in the Governing Documents, thereby increasing the participation of other investors. As a consequence of one or more investors being excused or excluded or other factors limiting their participation in investments, the aggregate returns realized by the participating investors could be adversely affected in a material manner by the unfavorable performance of even one investment by a Client. Conversely, the aggregate returns by an excused or excluded investor may be adversely affected in a material manner by the favorable performance of an investment from which such investor was excused or excluded, or by the fact that the capital contributions made by such excused or excluded investor in the aggregate are proportionately less than the capital contributions made by investors that participated in all Client investments.

Unspecified Investments. Investors will be relying on the ability of May River to locate and evaluate the investments to be made by the Clients. The activity of identifying, structuring, completing and

realizing private equity investments involves a high degree of uncertainty and is subject in some cases to the prevailing capital market, regulatory or political environment. There can be no assurance that May River will be able to locate or the Clients will be able to complete portfolio investments that satisfy the Clients' rate of return objectives or, if completed, realize such investments for fair or attractive values or that the Clients will be able to fully invest their committed capital.

Lack of Sufficient Investment Opportunities. The business of identifying, structuring and completing private equity investments in attractive opportunities is highly competitive and involves a high degree of uncertainty. The Clients will encounter competition from other entities having similar investment objectives. Potential competitors include a broad spectrum of sources of capital, including strategic acquirers, commercial and investment banks, as well as a growing number of other participants, such as other financial investors, including hedge funds, publicly-traded special purpose acquisition companies ("SPACs") and other private equity funds, investing directly or through affiliates. Over the past several years, an ever-increasing number of investment funds have been or are being formed, and many fund sponsors have increased the size of successor funds as compared to their corresponding prior funds. Other investment funds with similar investment objectives to the Clients likely will be formed in the future by other unrelated parties. Some of the Clients' competitors for investment opportunities may have significantly more relevant experience, greater financial resources, a greater willingness to take on risk, more personnel than May River, the Clients and their respective affiliates and/or access to capital that may be committed for longer periods of time or may have different return thresholds than the Clients, and thus these competitors may have certain advantages not shared by the Clients, including synergies with other assets or portfolio companies. In addition, competitors may have incurred, or may in the future incur, leverage to finance their investments at levels or on terms more favorable than those available to the Clients and/or may have longer operating histories, greater financial resources and lower costs of capital than the Clients, and consequently, may be able to compete more effectively for investments.

May River expects that competition for appropriate investment opportunities will increase, which could also require the Clients to participate in auctions, the outcome of which cannot be guaranteed, thus reducing the number of investment opportunities available to the Clients and/or adversely affecting the terms or pricing upon which portfolio investments can be made. The Clients may not always be able to compete successfully with their competitors and competitive pressures or other factors may also result in significant price competition, particularly during industry downturns, which could have a material adverse effect on its business, prospects, financial condition, results of operations and cash flows.

To the extent that the Clients encounter significant competition for investments, returns to investors may be negatively affected. In addition, it is possible that the Clients will never be fully invested if enough sufficiently attractive investments are not identified and consummated. However, regardless of the extent to which the commitments of the investors are invested (or drawn down to be invested), the investors will be required to bear Management Fees through the Clients during the commitment

period based on the entire amount of the investors' commitments, as well as other expenses as set forth in the Governing Documents.

Illiquidity; Lack of Current Distributions. An investment in the Clients should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments will sometimes be realized before gains on successful investments are realized. The Clients' ability to dispose of investments may be limited for several reasons. Illiquidity may result from the absence of an established market for the investments, as well as legal, contractual or other restrictions on their resale by the Clients. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof. In addition, the ability to exit an investment through public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for companies in which the Clients invest and an active mergers and acquisitions (or recapitalizations and reorganizations) market. Public offering, merger and acquisition and recapitalization and reorganization opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory or other factors. In view of these limitations on liquidity, the Clients generally will not be able to return capital or realize gains, if any, on an investment in a privately-held entity until the partial or complete disposition of such entity. While an investment can be disposed of at any time, it is generally expected that this will not occur for a number of years after initial investment. Before such time, there would likely be no current return on investments. Furthermore, the expenses of operating the Clients (including the Management Fee payable to the Management Company) could exceed its income, thereby requiring that the difference be paid from the Clients' capital, including, without limitation, unfunded commitments.

Leveraged Investments; Borrowing. Each Client generally makes use of leverage by incurring or having a portfolio company incur debt to finance a portion of its investment in such portfolio company, including in respect of companies not rated by credit agencies. Leverage generally magnifies both the Client's opportunity for higher returns and its risk of loss from a particular investment, and the magnification of the risk of loss has the potential to be substantial. The cost and availability of leverage is highly dependent on the state of the broader credit markets, which can be impacted by regulatory restrictions and guidelines and which are difficult to accurately forecast. As a result, at times the Firm could find it difficult to obtain or maintain the desired degree of leverage. The availability of leverage also is subject to governmental and regulatory oversight, and certain governmental bodies (including the U.S. Federal Reserve System, the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation ("FDIC")) can restrict or otherwise discourage lending that results in companies carrying large amounts of debt.

The use of leverage by a portfolio company also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and often reduces or limits 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 Clients' investments to any

deterioration in a company's condition or its industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate or magnify declines in the value of a Client's investments in the leveraged portfolio companies in a market downturn. In the event a portfolio company cannot generate adequate cash flow to meet its debt service, the respective Client would likely suffer a partial or total loss of capital invested in such portfolio company, which could adversely affect the returns of a Client overall. Additionally, in such a situation, lenders would typically have a claim that has priority over any claim by a Client to the assets of such portfolio company in an insolvency event or proceeding. Should the credit markets be limited or costly at the time a Client determines that it is desirable to sell all or a portion of a portfolio company, a Client would not necessarily achieve an exit multiple or enterprise valuation consistent with its forecasts for such portfolio company. If a portfolio company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal level of financial leverage, a Client would likely hold a larger than expected equity investment in such portfolio company and realize lower than expected returns from the portfolio company that would adversely affect such Client's ability to generate attractive investment returns for the Client as a whole. Any failure by lenders to provide previously committed financing could also expose a Client to potential claims by sellers of prospective portfolio companies that the Client may have contracted to purchase. Moreover, the companies in which a Client will invest generally will not be rated by a credit rating agency.

Although borrowings by a Client have the potential to enhance overall returns that exceed the Client's cost of capital, such borrowings increase the potential exposure of a Client to a particular investment above the level that the Client would have typically made had an investment been limited to equity. Any such borrowings would further diminish returns (or increase losses on capital) to the extent overall returns are less than the Client's cost of funds. To the extent a Client uses borrowed funds in advance or in lieu of capital contributions or a portfolio company borrows funds directly through the Client's credit facility, it will sometimes be necessary for a Client's investors to make later capital contributions, with the Client bearing the expense of interest on such borrowed funds, but also maintaining an ability to recover such interest cost from the related portfolio company. Calling a large amount of capital at once to repay the then-current amount outstanding under the credit facility could cause liquidity concerns for investors that would not arise had the Firm called smaller amounts of capital incrementally over time as needed. This risk would be heightened for an investor 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 investor to meet the accumulated, larger capital calls at the same time. The Clients typically pay interest on amounts borrowed under the credit facility and also pay a fee on the undrawn portion of the credit facility. Clients customarily pay a one-time fee for establishing the credit facility as well as certain other one-time and recurring fees and expenses. While a Client will bear the net expense of borrowed funds, such borrowings can also increase the Carried Interest received by the applicable General Partner and/or Manager by effectively reducing or eliminating the preferred return received by the investors and accelerating or increasing distributions of Carried Interest to the relevant General Partner. May River therefore has a conflict of interest in deciding whether to borrow funds because

the General Partners and/or Manager have the potential to receive disproportionate benefits from such borrowings.

The Clients will likely also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that the Clients would be compensated for providing such guarantee or exposure to such liability. Any use of leverage by Clients generally also will result in fees, interest expense and other costs to the Clients that may exceed, or otherwise not be covered by distributions made to the Client or appreciation of its investments. While Client-level leverage generally will be interim in nature, asset-level leverage generally will not be subject to any limitation regarding the amount of time such leverage may remain outstanding. The Clients generally incur leverage on a joint and several basis with one or more other investment funds and/or other entities managed by or otherwise affiliated with May River or any of its affiliates and, in connection with incurring such indebtedness, May River reserves the right, in its sole discretion, to cause the Clients to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such entities. However, it is possible that, if and when the Clients were to seek to enforce any such right, any such entity could default on its obligation and/or such right may otherwise be unenforceable. In certain circumstances, lenders and other market parties are expected to seek "cross default" rights under which the Clients will be treated as in default under the relevant facility in the event of a default by another May River Client or a May River entity relating to their respective lending or other facilities; were any such provision to be triggered, the Client's investors could suffer adverse effects resulting from any default by any May River Client, whether or not related to such Client. In addition, to the extent a Client incurs leverage or provides any guaranty, such amounts are permitted to be secured by the capital commitments of such Client's investors and other Client assets. The inability of a Client to repay any leverage secured by the capital commitments of a Client's investors could enable a lender to issue a capital call directly to such Client's investors which would require such investors' contributions to be made directly to the lenders instead of the Client.

Subscription Lines; Asset-Backed Facilities. The Clients generally are permitted to enter into a subscription line with one or more lenders in order to finance their operations (including the acquisition of a Client's investments). The Clients are also permitted to seek to enter into one or more other types of revolving credit facilities (the collateral for which can be, for example, one or more assets of a Client, i.e., asset-backed facilities). Such borrowing (including debt resulting from asset-backed facilities) subjects investors to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of May River's right to call capital from the investors, investors may be obligated to contribute capital on an accelerated basis if a Client fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any investor claim against a Client would likely be subordinate to such Client's obligations to a subscription line's creditors.

With respect to any asset-backed facility entered into by a Client (or an affiliate thereof), a decrease in the market value of such Client's investments would increase the effective amount of leverage and

could result in the possibility of a violation of certain financial covenants pursuant to which a Client must either repay the borrowed funds to the lender, which could, subject to any limitations set forth in the Governing Documents, require investors to make additional capital contributions in respect of such borrowings, or suffer foreclosure or forced liquidation of the pledged assets. Liquidation of a Client's investments at an inopportune time in order to satisfy such financial covenants could adversely impact the performance of such Client and could, if the value of its investments had declined significantly, cause the Client to lose all or a substantial amount of its capital. Moreover, if additional capital contributions were required to satisfy such financial covenants, this would effectively reduce the amount of capital available for other investments and could adversely affect the diversification of the Client's portfolio. In the event of a sudden, precipitous drop in the value of a Client's assets, such Client might not be able to dispose of assets quickly enough to pay off its debt resulting in a foreclosure or other total loss of some or all of the pledged assets. Related risks are sensitive to the nature of a Client's underlying portfolio investments, concentration, expected volatility and other factors. For example, because a Client's portfolio investments could include publicly traded securities, the value of such investments can be more volatile in times of market disruptions or other unpredictable events, which has the effect of potentially magnifying these risks.

In addition, Client-level borrowing will result in incremental Client 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 typically based in part on the creditworthiness of a Client's investors and the terms of the Governing Documents, it may be higher than the interest rate an investor could obtain individually. To the extent a particular investor's cost of capital is lower than a Client's cost of borrowing, Client-level borrowing can negatively impact an investor's overall individual financial returns even if it increases the Client's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Client-level borrowing typically delays the need for investors to make contributions to the Client, which in certain circumstances enhances the Client's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of May River and its affiliates. 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 May River Client) as, to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither a Client 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 Client and the investors or impose additional obligations on them. For example, certain lenders

or facilities are expected to impose restrictions on May River's ability to consent to the direct or indirect transfer of an investor's interest in a Client or imposes concentration or other limits on the Client's investments, and/or financial or other covenants, that could affect the implementation of the Client's investment strategy. In addition, in order to secure a subscription line, May River is often required to request certain financial information and other documentation from investors to share with lenders. May River 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 investors.

Client-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows May River to fund investments and pay Client expenses without calling capital, potentially for extended periods of time. If a Client chooses to draw on this line of credit, investors should note that such activity may give rise to debt-financed UBTI within the meaning of Section 514 of the Code, if such indebtedness remains outstanding for a prolonged period 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 investors that would not arise had May River called smaller amounts of capital incrementally over time as needed by a Client. This risk would be heightened for an investor 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 investor to meet the accumulated, larger capital calls at the same time. The General Partner is authorized to use Client-level borrowing to pay Management Fees and to reimburse May River for expenses incurred on behalf of the Client. The Clients are also permitted to utilize Client-level borrowing when May River expects to repay the amount outstanding through means other than investor capital, including as a bridge for equity or debt capital with respect to an investment. If a Client ultimately is unable to repay the borrowings through those other means, investors would end up with increased exposure to the underlying investment, which could result in greater losses.

Competition. The markets in which the Clients compete may be characterized by rapid change, converging technologies, and a migration to networking and communications solutions that offer relative advantages. These market factors represent a competitive threat. The Clients' portfolio companies compete with numerous vendors in each product category. The overall number of competitors providing niche product solutions may increase. Also, the identity and composition of competitors may change as a portfolio company increases its activity in newer product areas, and in key priority and growth areas. A portfolio company's competitors may improve their competitive position by successfully introducing new products and services, expanding their capacity or responding more effectively than the portfolio company to new or emerging technologies and changes in customer requirements. In addition, consolidation among a portfolio company's competitors or customers may result in reduced demand for a portfolio company's products and services or make it more difficult for a portfolio company to compete. Some of a portfolio company's competitors' financial, technological and other resources could be greater than that of portfolio company and, as a result, such competitors may be better able to withstand changes to industry conditions. The

occurrence of any of these events could materially adversely affect a portfolio company's financial condition and results of operations.

Uncertainty of Projections. The Clients use financial projections to help analyze potential investments, future capital raises and financing for portfolio companies or for other transactions. For example, a Client will generally determine the appropriate capital structure of each portfolio company in which such Client invests based upon financial projections for that company. Projected operating results will normally be based primarily on management judgments, with adjustments to such projections made by May River in its discretion. In all cases, projections are only estimates of future results based upon assumptions made at the time the projections are developed. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values. Also, general economic conditions, which are not predictable, can have a material adverse impact on the accuracy of projections. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values. There can be no assurance that the results set forth in any projections will be attained, and actual results may differ significantly from projections.

Risks in Effecting Operating Improvements. In some cases, the success of a Client's investment strategy will depend, in part, on the ability of the Client to effect improvements in the operations of a portfolio company. The activity of identifying and implementing operating improvements at portfolio companies entails a high degree of uncertainty. In addition, executing operational improvements has the potential to divert the attention of key personnel and disrupt normal business. There can be no assurance that a Client will be able to successfully identify and implement such improvements or that any such successfully implemented improvements will result in a return on invested capital with respect to such portfolio company. To the extent a portfolio company experiences rapid growth, such growth often will place considerable operational, managerial and financial strain on the business. To successfully manage rapid growth, a Client's portfolio companies will seek to, among other things, rapidly improve, upgrade and expand their business infrastructures, deliver services and products on a timely basis, maintain levels of service expected by clients and customers, and maintain adequate levels of liquidity. The financial returns of a Client are expected to suffer if a Client's portfolio companies are unable to successfully manage their growth.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies; Expedited Transactions. Before making an investment, May River generally will conduct such due diligence as it deems reasonable and appropriate based on the known facts and circumstances applicable to such investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, technical, environmental, regulatory and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties are expected, from time to time, to be involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto, and May River generally will rely on the advice received from such third parties. Such involvement of third-party advisors or consultants presents a number of risks primarily

relating to May River's reduced control of the functions that are outsourced. In addition, if the Firm is unable to timely engage third-party providers, its ability to evaluate and acquire more complex targets could be adversely affected. Investment analyses and decisions by May River will often be undertaken on an expedited basis in order for a Client to compete for investment opportunities and/or consummate investments. In such cases, the information available to May River at the time of an investment decision may be limited, and the Firm may not have access to the detailed information necessary for a full evaluation of an investment opportunity. The due diligence investigation carried out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in an investment being successful or even ensure a return on invested capital.

Limited Access to Information. The investors' rights to information regarding the Clients, the General Partner or May River generally will be specified, and in many cases strictly limited, by the Governing Documents. In particular, it is anticipated that May River and its affiliates will obtain certain types of material information from or relating to the Clients' investments that will not be disclosed to investors because such disclosure is prohibited, among other reasons, as a result of contractual, legal or similar obligations outside of May River's control. Decisions by May River or its affiliates to withhold information may have adverse consequences for investors in a variety of circumstances. For example, an investor that seeks to transfer its interest in a Client may have difficulty in determining an appropriate price for such interest. Decisions to withhold information also may make it difficult for an investor to monitor May River and the Firm's performance. Additionally, it is anticipated that the investors that designate representatives to participate on an advisory committee may, by virtue of such participation, have more or earlier information about the respective Client and its portfolio companies in certain circumstances than other investors generally and may be disseminated information in advance of communication to other investors generally. The Firm 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 a Client succeeds in asserting confidentiality for requested documents and other materials, and the Firm reserves the right to withhold certain information from investors subject to such laws for reasons relating to May River's public reputation, business strategy or other reasons.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence can be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises, virus or disease epidemics or other sources of political, social or economic unrest. Such erosion of confidence can lead to or extend a localized or global economic downturn. A climate of uncertainty can 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 can have an adverse effect on the economy generally and on the ability of a Client and its portfolio companies to execute their respective strategies and to receive an attractive

multiple of earnings on the disposition of businesses. This can slow the rate of future investments by the Clients and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon the Clients' portfolio companies.

General Economic and Market Conditions. The private equity industry generally, and the success of a Client's investment activities specifically, will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, national and international political and socioeconomic circumstances, or large-scale extraneous events. Such factors are unpredictable and cannot be controlled by May River. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) can have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally can reduce the availability of attractive investment opportunities for the Clients and affect the Clients' ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) can also potentially increase the risks inherent in the Clients' investments and could have a negative impact on the performance and/or valuation of the portfolio companies. The Clients' performance can be affected by deterioration in the capital markets and by market events, including events similar to the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates can adversely affect the value of investments in portfolio companies and the Clients' performance. Volatility and illiquidity in the financial sector will potentially have an adverse effect on the ability of a Client to sell and/or partially dispose of its portfolio company investments. Such adverse effects include the requirement of a Client to pay breakup, termination or other fees and expenses in the event the Client is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of the Clients to dispose of investments at prices that May River believes reflect the fair value of such investments. The impact of market and other economic events would typically also affect a Client's ability to obtain funding to support its investment objectives. Any of the foregoing events could result in substantial or total losses to the Clients in respect of certain portfolio companies, which losses will likely be exacerbated by the presence of leverage in a portfolio company's capital structure and can be magnified by the expected limited geographic diversity of Clients' investments.

Reliance on Government Contracts. It is expected that some of the portfolio companies will be heavily dependent on government contracts, which may be only partially funded. These contracts are subject to political and budgetary constraints, changes in short-range and long-range plans, the timing of contract awards, the budget authorization and appropriation processes, a government's ability to terminate contracts for convenience or for default, as well as other risks such as contractor debarment in the event of certain violations of legal and regulatory requirements. Portfolio companies providing services under government contracts are also subject to extensive regulation and audit by governmental agencies.

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

Deterioration of Credit Markets Can Affect Ability to Finance and Consummate Investments. In the event that the global credit markets deteriorate and it becomes more difficult for investment funds such as the Clients to obtain favorable financing for investments, the Clients' ability to generate attractive investment returns will potentially be adversely affected to the extent the Clients are unable to obtain favorable financing terms for their investments. Moreover, to the extent that such marketplace events are not temporary and continue, they will have an adverse impact on the availability of credit to businesses generally and could lead to an overall weakening of the U.S. and global economies. Such marketplace events also possibly restrict the ability of the Clients to realize their investments at favorable times or valuations.

Adequacy and Availability of Insurance. While the Clients are authorized to seek to make investments where insurance and other risk management products are, to the extent available on commercially reasonable terms, utilized to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, such coverage is not always practicable or feasible. Moreover, it will not be possible to insure against all such risks, and any insurance proceeds from covered risks can be inadequate to completely or even partially cover a loss of revenues (e.g., business interruption insurance may not provide any or adequate coverage relating to shutdowns caused by pandemic health emergencies), an increase in operating and maintenance expenses and/or any necessary replacement or rehabilitation, as applicable. Certain losses of a catastrophic nature (i.e., those caused by force majeure and other certain events) may be either uninsurable or insurable at such high rates as to adversely impact the Clients' profitability if such insurance were obtained. In addition, the availability of adequate insurance (including general partner liability and directors and officers policies) are subject to market factors, and recent trends have increased both the cost of (in some cases substantially) and the difficulty of obtaining such policies, which trend could continue depending upon various market conditions.

The relevant liability standards under insurance coverage procured by the Clients are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages from time to time are expected to vary from relevant liability

and/or indemnity standards in the Governing Documents. Investors generally will be responsible for insurance premiums, as set forth in the Governing Documents, regardless of whether the liability and/or indemnity standards in a Client's insurance coverage are higher or lower than that set forth in the Governing Documents.

Investments in Lower Middle-Market Companies. Investment in private, lower middle-market companies involves a number of significant risks. Generally, little public information exists about these companies, and the Clients will rely on May River's and its affiliates' ability to obtain, through its own diligence and/or through third-party diligence, adequate information to evaluate the potential returns from investing in these companies. If May River is unable to discover all material information about these companies, the Firm may not make a fully informed investment decision, and the Clients can lose money on its investments. In addition, such companies typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. Additionally, lower middle-market companies are more likely to depend on the management talents and efforts of a small group of persons. Therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on one or more of the investments that the Clients hold and, in turn, on the Clients. Lower middle-market companies also may be parties to litigation and may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence. Investment in lower middle-market companies therefore involves a high degree of business and financial risk, which can result in substantial losses and, accordingly, should be considered speculative.

Need for Follow-On Investments. Following its initial investment in a given portfolio company, a Client can decide to provide additional funds to such portfolio company or can have the opportunity to increase its investment in a successful 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 can be no assurance that the Clients will make follow-on investments or that the Clients will have sufficient funds to make all or any of such investments. Any decision by a Client not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Client to increase its participation in a successful portfolio company or the dilution of a Client's ownership in a portfolio company if a third-party invests in such portfolio company.

Additional Capital. Certain of the Clients' portfolio companies, especially those in a development phase, are expected to require additional financing to satisfy their working capital requirements or business development strategies. The amount of such additional financing needed will depend upon the maturity and objectives of the particular portfolio company. Each such round of financing (whether from a Client or other investors) is typically intended to provide a portfolio company with enough capital to reach the next major corporate milestone. If the funds provided to a portfolio company are

not sufficient, a portfolio company may have to raise additional capital at a price unfavorable to the existing investors, including the applicable Client. The Clients reserve the right to make additional investments or exercise warrants, options, or convertible securities that were acquired in the initial investment in such company in order to preserve a Client's proportionate ownership when a subsequent financing is planned, or to protect a Client's investment when such portfolio company's performance does not meet expectations. There can be no assurance that a Client will make follow-on investments or that a Client will have sufficient funds to make all or any of such investments. To the extent a portfolio company in which a Client has invested receives additional funding in subsequent financings and the respective Client does not participate in such additional financing rounds, the interests of a Client in such portfolio company would be diluted. The availability of capital is generally a function of market conditions that are beyond the control of a Client or any portfolio company. There can be no assurance that the portfolio companies will be able to predict accurately the future capital requirements necessary for success or that additional funds will be available from any source.

Geopolitical Risks and Force Majeure. An unstable geopolitical climate and continued threats of terrorism could have a material adverse effect on general economic conditions, market conditions and market liquidity. U.S. military actions around the globe; the threat or occurrence of terrorist attacks in the future; rising oil, energy and other commodity or material prices (including those resulting from the unavailability thereof); and the United States' military, economic and political responses to terrorism all can have material consequences on the U.S. and global economies. May River is not able to predict the extent, severity or duration of the effect of any past or future terrorist attacks and related events or quantify the impact that these events can have on investment objectives or the markets where an underlying Client investment will be located. For example, the United States and governments globally have seen a rise in populist and nationalist tendencies, with political parties espousing such themes gaining strength in local and national elections. The continued threat of terrorism and the impact of military or other action have led to and will likely lead to increased volatility in prices for certain commodities and could affect certain portfolio companies' financial results. Additionally, a serious pandemic or a natural disaster could severely disrupt the global, national and/or regional economies. A resulting negative impact on economic fundamentals and consumer confidence has the potential to increase the risk of default of particular portfolio investments, negatively impact market value, increase market volatility and cause credit spreads to widen, and reduce liquidity, all of which could have an adverse effect on a Client's returns and ability to make new investments. No assurance can be given as to the effect of these events on the value of or markets for portfolio investments.

Additionally, the Clients or portfolio investments can be affected by force majeure events such as events beyond the control of the party claiming that the event has occurred including, without limitation, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism and labor strikes. Some force majeure events may adversely affect the ability of a party, including a Client, portfolio company or a counterparty to a Client or a portfolio company, to perform its obligations until it is able to remedy the force majeure event. In

certain circumstances, a Client or a portfolio company may be a party to a contract which does not provide a remedy in favor of the Client or such portfolio company if a force majeure event occurs. In this event, the Client or such portfolio company may be required to continue to comply with its obligations (including, but not limited to, payment or performance of its obligations) under the contract even though it may not receive some or all of the benefits to which it is entitled under such contract. Such a circumstance can cause the Client or such portfolio company to suffer economic loss, and such loss has the potential to be exaggerated if a force majeure event subsists for an extended period of time.

Certain force majeure events, such as war or an outbreak of an infectious disease, could have broader negative impact on the world economy and international business activity generally or in any of the countries in which a Client has invested. A resulting negative impact on economic fundamentals and consumer confidence can increase the risk of default with respect to particular investments, negatively impact market value, increase market volatility and cause credit spreads to widen and reduce liquidity, each of which could have an adverse effect on the performance of portfolio investments, the Clients' returns and the ability of a Client to make and/or dispose of portfolio investments. No assurance can be given as to the effect of these events on the value of, or markets for, portfolio investments, or a Client's or a portfolio investment's ability to recover therefrom.

Environmental, Social and Governance ("ESG") Matters. May River maintains an ESG policy, which it intends to apply as applicable to the Clients' investment portfolios. Depending on the investment, the impact of developments connected with ESG factors, including worker health and safety, environmental compliance, and bribery and corruption, could have a material effect on the return and risk profile of the investment. The act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by May River will reflect the beliefs or values, internal policies or preferred practices of any particular investor or other asset managers or reflect market trends. Considering ESG factors when evaluating an investment in certain circumstances could, to the extent material risks associated with an investment are identified, cause May River not to make an investment that it would have made or to make a management decision with respect to an investment differently than it would have made in the absence of such consideration, which carries the risk that the Clients could perform differently than investment funds that do not take ESG factors into account. Additionally, ESG factors are only some of the many factors that May River expects to consider in making an investment. Although May River considers application of its ESG policy to be an opportunity to enhance or protect the performance of its investments over the long-term, while also producing beneficial impacts for both society and the environment, the Firm cannot guarantee that its ESG program, which depends in part on qualitative judgments, will positively impact the financial or ESG performance of any individual investment or the Clients as a whole. Similarly, to the extent May River engages with portfolio companies on ESG-related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the financial or ESG-related performance of the investment. Successful engagement efforts on the part of May River will depend on the Firm's skill in properly identifying and analyzing material

ESG and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful.

The materiality of ESG risks and impacts on an individual asset or issuer and on a portfolio as a whole depends on many factors, including the relevant industry segment, location, asset class and investment style. ESG factors, issues and considerations do not apply in every instance or with respect to each investment held, or proposed to be made, by the Clients, and will vary greatly based on numerous criteria, including, but not limited to, location, industry segment, investment strategy, and issuer-specific and investment-specific characteristics. In evaluating a prospective investment, May River often depends upon information and data provided by the entity or obtained via third-party reporting or advisors, which could be incomplete or inaccurate and could cause the Firm to incorrectly identify, prioritize, assess or analyze the entity's ESG practices and/or related risks and opportunities. To the extent that May River provides reports of material ESG issues to investors, such reports will be based on May River's or applicable investment management team's sole and subjective determination of whether a material ESG issue has occurred in respect of an investment. In addition, May River's ESG framework, including the ESG policy and associated procedures and practices, is expected to change over time. May River in certain circumstances could determine in its discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing or other considerations. It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for May River to adhere to all elements of the Clients' investment strategy, including with respect to ESG risk and opportunity management and impact, whether with respect to one or more individual investments or to the Clients' portfolios generally. Finally, there is also growing regulatory interest, particularly in the U.S., UK, and EU (which may be looked to as models in growth markets), in improving transparency around how asset managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. There could also be an increase in related enforcement through efforts such as those of the SEC's Climate and ESG Enforcement Task Force, established in March 2021. May River's ESG program and the General Partner could become subject to additional regulation in the future, and May River cannot guarantee that its current approach (including the ESG policy) or the Clients' investments will meet future regulatory requirements, reporting frameworks or best practices, increasing the risk of related enforcement.

Impact of Government Regulation, Reimbursement and Reform. Certain industry segments in which the Clients intend to invest are (or can become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. While the Clients intend to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industry segments are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements could have a material adverse effect on the operations and/or financial performance of the companies in which the Clients invest. Additionally, the SEC has indicated that

it intends to seek to enact changes to numerous areas of law and regulations that would impact the business of May River and the Clients. In particular, the SEC has increased emphasis on investment adviser and private fund regulation and has both adopted and proposed a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose additional changes in the future. Such changes are expected to materially impact May River and its affiliates, the Clients and/or their investments, including potentially increasing their expenses or affecting the ability of the Clients to effectively and timely address such regulations, implement operating improvements or otherwise execute their investment strategies or achieve investment objectives. Significant time and resources are expected to be required to comply with new regulations, which potentially will detract from the time and resources dedicated to the Clients.

In perhaps the most sweeping of rulemaking changes, on August 23, 2023, the SEC adopted new rules and amendments (collectively, the “Private Fund Rule”) to existing rules under the Advisers Act specifically related to advisers to private funds. In particular, the Private Fund Rule (i) requires quarterly reporting by registered private fund advisers to investors concerning performance, fees and expenses; (ii) requires registered investment advisers to obtain an annual audit for private funds; (iii) requires registered investment advisers to obtain a fairness opinion or a valuation opinion and make certain disclosures in connection with adviser-led secondary transactions; (iv) imposes limitations and new disclosure requirements regarding preferential treatment of investors in private funds in side letters or other arrangements with the adviser and (v) prohibits advisers to private funds from taking certain actions without providing disclosures to investors and, in some cases, without obtaining investor consent. The Private Fund Rule is expected to have a significant effect on May River, the Clients and their operations, including increased compliance burdens and associated regulatory costs, increased investor reporting and disclosures to investors, enhanced risk of regulatory action and additional regulatory uncertainty. Significant time and resources are expected to be required to comply with the Private Fund Rule, which potentially will detract from the time and resources dedicated to the Clients.

In addition, in recent years, the Antitrust Division of the Department of Justice and the Federal Trade Commission have been more aggressive in evaluating potential anti-competition concerns with respect to certain strategies of private equity sponsors, including “roll-up” strategies where a sponsor ultimately acquires a significant share of an industry through a series of smaller transactions. Such regulatory focus (including enforcement activity) could result in additional costs in connection with acquisitions and dispositions and other adverse impacts to a Client’s investments.

The combination of scrutiny of private equity firms (along with other alternative asset managers) and their investments by various politicians, regulators and market commentators, and the public perception that certain alternative asset managers (including private equity firms) contributed to the 2008 global financial crisis can negatively impact the Clients’ efforts to structure, consummate and/or exit investments, both in general and relative to competitors outside of the alternative asset space. As a result, the Clients could make fewer investments, incur greater expenses or delays in completing or

exiting investments, and/or realize lower proceeds on the disposition of investments than it otherwise would have.

Control Person Liability. The Clients are expected to have controlling interests in a number of their portfolio companies. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including securities laws and regulations) and other types of liability, for which the limited liability generally afforded to investors may be ignored. In particular, if determined to be a direct owner or operator of any of the portfolio company's facilities or operations, a Client could face strict, joint and several liability under environmental laws for hazardous substance or contamination-related liabilities. If any such liabilities were to arise, a Client could suffer significant losses. While May River intends to manage the Clients in a manner that will minimize the exposure of these risks, the possibility of successful claims against the Clients and/or their affiliates cannot be precluded.

Director Liability. The Clients will generally seek to obtain the right to appoint one or more representatives to the boards of directors (or similar governing bodies) of the portfolio companies in which they invest (each, a "Board Representative"). A Board Representative will have duties to persons or entities other than the Clients. Serving on the board of directors (or similar governing body) of a portfolio company will expose a Board Representative, and ultimately the respective Client, to potential liability. There can be no guarantee that all portfolio companies will obtain insurance with respect to such liability, and it is possible that the insurance that portfolio companies do obtain will be insufficient to adequately protect against such liability. In addition, involvement in any litigation related to such liability can be time consuming and divert the attention of affected persons from a Client's investment activities.

Litigation. The transactional nature of the business of the Clients exposes the Clients, May River and their respective affiliates generally to the risk of third-party litigation. In the ordinary course of its business, the Clients will potentially be subject to litigation from time to time. Under the Governing Documents, the Clients generally will be responsible for indemnifying the General Partner and certain of its affiliates for costs they incur with respect to such litigation not covered by insurance. The outcome of such litigation proceedings have the potential to materially adversely affect the value of the applicable Client and continue without resolution for long periods of time. Additional regulation could also increase the risks of third-party litigation. Any litigation can consume substantial amounts of May River's and the principals' time and attention, and that time and the devotion of these resources to litigation will, at times, be disproportionate to the amounts at stake in the litigation.

Unfunded Pension Liabilities of Portfolio Companies. In at least one circuit, a court found that, in certain circumstances, an investment fund could be treated as a "trade or business" for purposes of determining pension liability under ERISA. Therefore, where an investment fund owns 80% or more (or possibly, under certain circumstances, less than 80%) of a portfolio company, such investment fund (and any other 80%-owned portfolio companies of such investment fund) might be found liable

for certain pension liabilities of such a portfolio company to the extent the portfolio company is unable to satisfy such liabilities. The Clients are permitted, from time to time, to invest in a portfolio company that has unfunded pension fund liabilities, including structuring the investment in a manner where the respective Client may own an 80% or greater interest in such a portfolio company. If the Client (or other 80%-owned portfolio companies of the Client) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the respective Client and the companies in which that Client invests. This discussion is based on current court decisions, statutes and regulations regarding control group liability under ERISA, as in effect as of the date of this document, which may change in the future as the case law and guidance develops.

Contingent Liabilities Upon Disposition. In connection with the disposition of an investment, the Clients, the General Partners and the Manager will generally be required to make (and/or be responsible for another person's or entity's breach of) certain 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 be held responsible for the content of certain disclosures under applicable securities laws. Such individuals or affiliates will often also be required to indemnify the purchasers or underwriters of such investment to the extent that any such representations or disclosures are inaccurate. Such arrangements can result in contingent liabilities, which would likely be borne by the Clients and, ultimately, their investors. In such a situation, May River reserves the right to require investors to return distributions received by them to pay such indemnification obligations, subject to certain limitations provided in the Governing Documents. Furthermore, under the Delaware Revised Uniform Limited Partnership Act (the "Act"), each limited partner that receives a distribution in violation of the Act will, under certain circumstances, be obligated to re-contribute such distribution to the respective Client.

Reliance on May River. The Clients have no operating history and will be dependent on May River. Investors will not have any right or power to take part in the management of the Clients, and May River generally will control the operations of the Clients (including decisions with respect to structuring, negotiating, purchasing, financing and eventually divesting investments on behalf of the Clients). As a result, the performance of the Clients' investments will depend largely on the business and investment acumen of the principals, and the loss or reduction of service of one or more of the principals could adversely affect the Clients' ability to achieve their investment objectives. In addition, subject to the provisions in the Governing Documents, the principals currently, and are expected in the future to, manage or advise various investments, investment products (including SPACs) and/or investment funds, and the principals expect that they will need to devote substantial amounts of their time and attention to the investment activities of such other investments, investment products and/or funds, which is expected to pose potential conflicts of interest. In addition, certain changes in May River or circumstances relating to May River can have an adverse effect on the Clients or one or more portfolio companies (including potential acceleration of debt facilities). The composition of the professionals making up particular investment teams may change over time, and certain of the

professionals included in such teams that have contributed to the past performance of May River Clients may no longer be members of the particular team or serve in the same or similar roles thereon (or may no longer be with May River, or may leave such team or May River during the life of a Client). Furthermore, there can be no assurance that the Clients' investments will achieve results similar to those attained by previous investments of the principals. In addition, the Clients' investments could differ from previous investments made by the principals in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular portfolio company, types of portfolio companies within a particular industry sector, amount of leverage used, structure and holding period.

Reliance on Portfolio Company Management. The success of many of the Clients' portfolio companies will be heavily dependent on the management of such portfolio companies. Each portfolio company's day-to-day operations will be the responsibility of such company's management team. Additionally, May River generally will establish the capital structure of companies in which the Clients invest on the basis of financial projections for such companies, which will contain significant judgment and input from the portfolio company management team. Although May River will be responsible for monitoring the performance of each portfolio company, and the Clients generally intend to invest in portfolio companies with strong management or recruit strong management to such companies, there can be no assurance that a portfolio company's management team will be able or willing to successfully operate a portfolio company in accordance with the respective Client's objectives. It is generally expected that portfolio companies will need to attract, retain and develop executives and members of their management teams. May River expects that the market for executive talent is likely to be extremely competitive. There can be no assurance that the management team of a portfolio company in place on the date of a Client's investment in such portfolio company will remain the same or continue to be affiliated with such portfolio company throughout the period in which such portfolio company is held by the Client. There can be no assurance that portfolio companies will be able to attract, develop, integrate and retain suitable members of its management team and, as a result, the Clients can be adversely affected thereby.

Standard of Care; Indemnification. The Governing Documents contain provisions that, subject to applicable law, reduce, modify or eliminate the duties that May River and its affiliates would otherwise owe to the Clients and the investors. Pursuant to the Governing Documents, the General Partner, the principals, May River and certain of their employees and affiliates will be indemnified and held harmless from claims, losses, liabilities, damages, costs or expenses to which any of the foregoing directly or indirectly become subject in connection with the Clients' activities, subject to certain exceptions set forth in the Governing Documents, and are generally entitled to receive advances for any fees, costs and expenses incurred in the defense or settlement of any claim that may be subject to a right of indemnification. The application of the foregoing standards will result in investors having a more limited right of action in certain cases than they would in the absence of such standards; provided that such standards will not be construed to waive any duties that are not waivable under the Advisers Act. As a result, the Clients can bear significant financial losses even where such losses were

caused by the negligence of May River and certain of its affiliates. Such financial losses may have an adverse effect on the returns to the investors. The fees, costs and expenses (whether or not advanced) and other liabilities resulting from the Clients' indemnification obligations generally will, to the maximum extent not prohibited by applicable law, be paid by or otherwise satisfied out of the assets of the respective Client, including the unpaid capital obligations of the investors. In addition, if the assets of the respective Client are insufficient to satisfy the Client's indemnification obligations, May River reserves the right to recall distributions previously made to the investors, subject to certain limitations set forth in the Governing Documents.

Possibility of Fraud or Other Misconduct of Employees and Service Providers. Misconduct by (i) May River employees, (ii) portfolio company directors, officers or employees, and (iii) service providers to the foregoing and/or their respective affiliates could undermine the due diligence efforts of the Clients and/or May River and cause significant losses to the Clients. Misconduct may include entering into transactions without authorization, the failure to comply with operational and risk procedures, including due diligence procedures, misrepresentations as to investments being considered by the Clients, the improper use or disclosure of confidential or material, non-public information, which could result in litigation or serious financial harm, including limiting the Clients' business prospects or future marketing activities, and non-compliance with applicable laws or regulations (and the concealing of any of the foregoing). Such activities may result in reputational damage, litigation, business disruption, market or industry segment volatility and/or financial losses to the Clients. May River has controls and procedures through which it seeks to minimize the risk of such misconduct occurring; however, no assurances can be given that such misconduct will be able to be identified or prevented.

No Market for Interests; Restrictions on Transfer; No Right of Withdrawal. Investor interests in the Clients generally are not permitted to be, directly or indirectly, transferred, sold, assigned, pledged, encumbered, mortgaged, granted a security interest in or otherwise disposed of without the prior written consent of May River, which is permitted to be withheld pursuant to the Governing Documents, and May River reserves the right to restrict the volume of transfers permitted in any calendar year in order to comply with certain safe harbors under the tax regulations promulgated under the Internal Revenue Code. Voluntary withdrawals from the Clients will not be permitted except in very limited circumstances generally involving situations where retaining an interest in the respective Client would violate certain laws or regulations. In addition, interests in the Clients are not redeemable. There will be no public market for interests in the Clients, and none is expected to develop. Interests in the Clients have not been registered under the Securities Act, the securities laws of any U.S. state or the securities laws of any non-U.S. jurisdiction and therefore cannot be resold unless they are subsequently registered under the Securities Act and other applicable securities laws, or unless an exemption from registration is available. It is not contemplated that registration of the interests in the Clients will ever be effected. Investors generally will not be able to liquidate their investments prior to the end of a Client's term and must be prepared to bear the risks of an investment in a Client for an extended period of time.

Recycling; Reinvestment. During the commitment period, May River generally has the right to recall certain capital returned or distributed by a Client to the investors under the circumstances set forth in the relevant Client's Governing Documents. Accordingly, during the term of such Client, an investor would, at times, have the potential to be required to make capital contributions in excess of its commitment (with certain limitations), and to the extent such recalled or retained amounts are reinvested in investments, an investor will remain subject to investment and other risks associated with such investments.

Fees and Expenses. The Clients will pay and bear all expenses related to their operations, including Management Fees and the costs of holding, monitoring, maintaining and disposing of portfolio companies, including investment banking fees and consulting fees, whether or not the Clients make any profits. While it is difficult to predict the future expenses of the Clients, such expenses are expected to be substantial and may surpass a Client's operating income. The amount of these partnership expenses will reduce the actual returns realized by investors on their investment in the Clients (and may, in certain circumstances, reduce the amount of capital available to be deployed by the Clients for investments). Client expenses include recurring and regular items, as well as extraordinary expenses for which it may be hard to budget or forecast. As a result, the amount of the Client expenses ultimately called or called at any one time may exceed expectations.

Investments Longer than Term. In certain instances, a Client makes investments which cannot be advantageously disposed of prior to the date such Client will be dissolved, either by expiration of the Client's term or otherwise, or the Client's term may be extended to facilitate the wind-down of the Client. Although May River generally expects that investments will be disposed of prior to dissolution of a Client or be suitable for in-kind distribution at dissolution, May River has a limited ability to extend the term of any Client, and if such a situation were to occur, a Client would have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. To the extent that such investments are held in trust, the trust may incur operating and formation expenses. In addition, there can be no assurances with respect to the time frame in which the winding-up and the final distribution of proceeds to the investors will occur.

Agreements with Certain Investors. The Clients and/or May River has entered into side letters or other similar agreements with particular investors in connection with their admission to the respective Client without the approval of any other investor, which would have the effect of establishing different or preferential rights or terms under, altering or supplementing the terms of, or confirming the interpretation of applicable Client Governing Documents with respect to such investor in a manner more favorable to such investor than those applicable to other investors, and such rights can, in some cases, be significant. Such rights, terms or confirmations in any such side letter or other similar agreement include, without limitation, (i) excuse, exclusion or withdrawal rights applicable to particular investments or investors (which increases the percentage interest of other investors in, and contribution obligations of other investors with respect to, certain investments); (ii) information rights or specialized reporting obligations of May River; (iii) certain disclosure rights or waiver of certain confidentiality obligations; (iv) consent of the applicable General Partner and/or Manager to certain

transfers by such investor; or (v) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of such investor.

May River is likely to have its own economic and/or other business incentives to provide certain terms to certain investors (e.g., based on commitment amount to the Clients or the timing thereof, the ability of an investor to provide sourcing or other services to May River, its affiliates and personnel or other May River Funds, or the potential to establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to May River, its affiliates and personnel or other May River Funds). Except where required by the 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 the Clients, May River 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 May River to potential conflicts of interest, including in circumstances where an investor's right to serve on an advisory committee results in an 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. As a consequence of one or more investors being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments, the aggregate returns realized by participating or non-participating investors could be adversely affected in a material manner by the unfavorable performance of particular investments. Although May River believes it to be unlikely, excuse rights requested or received by one or more investors (or such regulatory, tax or other factors applicable to such investors) representing a substantial percentage of a Client have the potential to create significant variations in investor investment returns, or to influence or affect the investment strategy and pursuit of investment opportunities by May River on behalf of the Clients as a whole. An investor's voting rights for regulatory or other reasons can be limited in circumstances specified in the Governing Documents; conversely, a limitation on one or more investors' voting rights generally will increase the voting rights percentage of other investors in the Clients. Further, investors with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, e.g., based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below the Clients.

Cybersecurity Risks and Identity Theft. Cybersecurity incidents, cyber-attacks, denial of service attacks, ransomware attacks and social engineering attempts (including business email compromise and wire transfer fraud attacks), both generally and within the financial services industry, have been occurring globally at a more frequent and secure level and will likely continue to increase in frequency in the future. The Clients, their portfolio companies, their service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These information and technology systems are subject to a number of different threats or risks that could adversely affect the Clients and their investors, despite the efforts of May

River and its service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Clients and their investors. For example, these systems can be subject to damage or interruption from computer viruses, ransomware attacks, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. The use of internet or cloud-based programs, technologies and data storage applications generally heighten these risks, and the risks of attack are expected to be heightened in remote work environments. In addition, May River's systems could be vulnerable to supply-chain attacks, wherein attackers target third parties providing software or services in order to introduce vulnerabilities in May River's network or systems. Third parties can also attempt to fraudulently induce employees, customers, third-party service providers or other users of such systems to disclose sensitive information in order to gain access to May River's data or that of Client investors.

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, the Clients, the General Partners, May River 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, May River, the General Partners, the Clients 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 May River's, the General Partners', the Clients', portfolio companies' and/or service providers' operations, including the ability to make distributions to investors 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, failure or deemed failure to address and mitigate cybersecurity risks could 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 has the potential to subject a portfolio company, or a Client, to substantial losses, including losses relating to: 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 May River

or one of its affiliates or service providers holding its financial or investor data, May River, its affiliates or the Clients would also be at a risk of loss despite efforts to prevent and mitigate such risks under May River's related policies and practices.

Although May River has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, May River, the Clients and/or a service provider thereof will likely have to make a significant investment to fix or replace system components. The successful penetration or circumvention of the security of these systems, or a failure of these service provider's systems and/or of disaster recovery plans for any reason could cause significant interruptions in May River's, the Clients' and/or a service provider's operations. This could 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) and proprietary and/or confidential information relating to portfolio companies, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system and costs associated with system repairs. Data taken in such breaches can be used by criminals in identity theft, to commit insider trading, in obtaining loans or payments under false identities and other crimes that could affect the investors directly as well as affect the value of assets in which a Client invests. Such a breach or failure could harm May River's, the Clients' and/or a service provider's reputation, subject any such entity and their respective affiliates to legal claims, compliance costs and otherwise affect their business and financial performance. In addition, May River is likely to incur substantial costs related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation which costs, under certain circumstances, can be borne by a Client.

Financial Institution Risk; Distress Events. An investment in a Client is subject to the risk that one of the Client's banks, brokers, hedging counterparties, lenders or other custodians of some or all of the Client's assets (each, a "Financial Institution") fails to perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023 (each, a "Distress Event"). Distress Events can be caused by factors including eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance or accounting irregularities. In the event a Financial Institution experiences a Distress Event, May River, the Clients and/or their portfolio companies may not be able to access deposits, borrowing facilities or other services for an extended period of time or ever. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the FDIC, in the case of banks, or the Securities Investor Protection Corporation ("SIPC"), in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. Although in recent years governmental intervention has resulted in additional protections for depositors, there can be no assurance that

governmental intervention will be successful or avoid the risk of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of May River to manage the Clients and their investments, and on the ability of May River, any Client and/or portfolio companies to maintain operations, which in each case could result in significant losses and unconsummated investment acquisitions and dispositions. Such losses have the potential to include a Client to pay fees and expenses in the event the Client is not able to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of investors to make capital contributions or otherwise), as well the inability of a Client to acquire or dispose of investments at prices that the relevant General Partner believes reflect the fair value of such investments and/or the inability of May River and/or the portfolio companies to make payroll, fulfill obligations and maintain operations. Although May River expects to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays. In addition, in the event May River determines to change Financial Institutions, there is a risk that the transfer of cash or other assets, especially if done in an expedited manner, will result in a technical violation of Advisers Act Rule 206(4)-2 (the “Custody Rule”), even if performed in the Firm’s best judgment of its efforts to fulfill its obligations and maintain operations, including its ability to close transactions, make payroll or otherwise.

Many Financial Institutions require, as a condition to using their services or otherwise, that May River and/or the relevant Client maintain all or a set amount or percentage of their respective accounts or assets with such Financial Institution or its affiliate(s) and/or require capital calls to be funded into accounts at such Financial Institution (each, a “Custodian”), which heightens the risks associated with a Distress Event with respect to such Custodians. Although May River seeks to do business with Custodians that it believes are creditworthy and capable of fulfilling their respective obligations to the Clients, May River is under no obligation to use a minimum number of Custodians with respect to any Fund, or to maintain account balances at or below the relevant insured amounts.

Risk Management; Operational Controls. The operational controls and risk management techniques used by the Clients involve third parties over whom May River does not exercise control, including outsourced providers of fund administration, legal, information technology and custody services. The proper operation of a Client and safekeeping of its assets depend on the performance and financial wherewithal of these third parties, as well as the continued operation and security of their systems. The operational controls and risk management techniques May River uses also necessarily include subjective elements, making the judgment and discretion of the Firm’s professionals fundamental to the risk management process. The greater the importance of subjective factors, the more challenging it becomes for the Firm to control for risk, which in turn increases the likelihood of unpredictable results with respect to a portfolio company and a Client’s overall performance.

Additional operational risks arise from such factors as processing errors, human errors, inadequate or failed internal or external processes, failures in systems and technology (including those highlighted above under “Cybersecurity Risk and Identity Theft”), changes in personnel, errors caused by third parties or other disruptive events. While May River has adopted a business continuity program designed to minimize the disruption these events could otherwise cause to normal business operations, business continuity programs are inherently limited. For example, the Firm could experience unanticipated contingencies or the planned controls and oversight may not function as intended. In addition, certain circumstances, including natural disasters, war, terrorism, public health crises, power or utility shortages and other system failures and malfunctions, could prevent the Firm and its service providers from performing certain tasks, potentially for extended periods of time, including funding an investment, finalizing valuations, making a distribution or reporting to investors. Disruption to third parties, especially critical service providers, such as the Clients’ auditors, external counsel, financial institutions, administrator, and custodian, can result in disruptions in the Clients’ operations. Any such failure could cause losses to a Client.

Executive Resource Group. As mentioned in Item 5 above, it is May River’s practice to retain certain ERG members to provide services to (or with respect to) the Clients or certain current or prospective portfolio companies in which the Clients invest. ERG members generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. These services can also include serving in management or policy-making positions for portfolio companies. ERG members receive certain types of compensation directly from May River from portfolio companies, or are reimbursed for certain expenses as further described above in Item 5. No such compensation or reimbursement received directly or indirectly by the ERG members will offset the Funds’ Management Fee. Although May River intends to retain ERG members with a view to enhancing the value of portfolio companies (and, ultimately, the Clients) and/or improving portfolio company performance, a number of factors can result in limited benefits from such retention. In addition, notwithstanding May River’s intention that ERG members provide a level of service at a value generally consistent with other relevant market alternatives, there can be no guarantee that other service providers or individual persons that are not ERG members would not be more qualified to provide the applicable services or be able to provide such services at a lesser cost.

Use of Expert Networks and Data Analytics. In connection with the evaluation of potential investment opportunities, May River on occasion engages expert networks and/or makes use of data analytics, including data provided by third-party vendors. May River seeks to avoid inadvertently obtaining confidential information from such sources and has therefore implemented policies and procedures to mitigate the risk that the use of expert networks or data analytics could result in the receipt of confidential information by investment professionals.

Potential Conflicts of Interest

The material conflicts of interest that a Client encounters include those discussed below and elsewhere in this Brochure. The following summary is not intended to be an exhaustive list of all conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact intensive and it is not possible to foresee every conflict of interest that will arise during a Client's life. Investors should be aware that May River, its personnel, and its affiliates will likely in the future engage in further activities that can result in additional conflicts of interest not addressed below. There can be no assurance that May River will identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Clients. In particular, May River expects in the future to identify additional conflicts of interest that currently are not apparent to the Firm or to the broader alternative investments industry, as well as conflicts of interest that arise or increase in materiality as the Firm develops new investment platforms or business lines and otherwise adapts to dynamic markets and an evolving regulatory environment. To the extent that May River identifies conflicts of interest in the future, the Firm may, but is under no obligation to, disclose these conflicts and their implications to investors through a variety of channels, including in subsequent Brochures or in other written or oral communications to the advisory committees or to investors more generally. However, investors are not entitled to receive notice or disclosure of the actual occurrence of conflicts nor do investors have any right to consent to conflicts as they arise except as otherwise required by law or in the Governing Documents.

Allocation of Investment Opportunities. May River currently sponsors and manages, and expects to continue to sponsor and manage, a number of investment funds. Over time, certain investment opportunities will be suitable for multiple Clients. The current Clients principally invest in the equity securities of portfolio companies (such funds and any successors thereto, the "Equity Funds"). However, May River reserves the right, in the future, to sponsor or manage one or more Clients that principally invest in the debt instruments and/or other securities of portfolio companies (such funds, the "Credit Funds"). In addition, May River reserves the right, in the future, to expand its investment management services beyond the Equity Funds and the Credit Funds, if any, including through single investor funds, managed accounts, overage funds, funds with different operational strategies, target investment sizes, target investment securities (including debt instruments), geographic focuses or expected hold periods, SPACs, the investments such SPACs ultimately acquire, single-asset investment and co-investment vehicles and/or other specialized investment vehicles (collectively, "Other Products"), that in some cases would have overlapping investment strategies with one or more Clients. While no Other Products have been established as of the date hereof, to the extent any Other Products are formed in the future, references to "Clients" in this document are intended to additionally refer to such Other Products, as appropriate. As a result of the activities of the Clients (including any Other Products) and the other matters described herein, there can be no assurance that all investment opportunities identified by May River will be made available to all Clients. Additionally, May River reserves the right to allocate a portion of any investment opportunity to co-investors.

Unless consented to by the respective advisory committee, May River generally will not commence the operation of another pooled equity investment fund with objectives, strategy and scope substantially similar to those of a respective Client until the end of the commitment period or such earlier time of such Client as described in the Governing Documents. However, subject to any other applicable limitations in the Governing Documents, May River reserves the right to form, market and organize multiple Clients and serve as the general partner or manager of, or entity acting in a similar capacity for, such Clients.

May River is committed to allocating investment opportunities among the Clients in a manner that it believes is fair and equitable to the Clients under the circumstances over time and consistent with the respective fiduciary obligations of May River's affiliates and the Governing Documents of the relevant Clients. Until such time as May River is permitted under the Governing Documents to commence the operation of a successor investment fund to the currently investing Clients, May River generally will present all appropriate investment opportunities that meet the objectives, strategy and scope of the Clients for the benefit of the Clients, subject to certain exceptions set forth in the Governing Documents. However, certain investment opportunities will be suitable for multiple Clients. In making allocation decisions, May River will take into account any considerations deemed appropriate by the Firm in its sole discretion, which considerations include, but are not limited to: (i) the overall equity expected to be invested by the applicable Client(s) with respect to such opportunity, including for follow-on investments, (ii) the expected hold period for such opportunity, (iii) the amount of uncalled capital available to be invested by any applicable Client(s), including taking into account future capital requirements, (iv) the amount of time remaining in the investment period or term of any applicable Client(s), (v) any applicable limitations in the governing documents or side letters of any applicable Client(s), including the requirement to excuse any investor of any such Client from investing in such opportunity, (vi) the existing or anticipated future portfolio construction of any applicable Client(s), (vii) facts, circumstances and preferences applicable to any investor of any applicable Client(s), (viii) conflicts considerations, (ix) investment guidelines, investment strategies and diversification limits of any applicable Client(s), (x) co-investor participation, (xi) legal, tax, regulatory and other similar considerations, (xii) strategic benefits associated with any applicable Client(s) and (xiii) any other factors deemed relevant by May River and its affiliates (any such considerations, the "Allocation Considerations").

Depending on the objectives, strategy and scope of the Clients, multiple Clients are permitted to invest side-by-side to the extent capital is available, such investment is permitted by the Governing Documents, and the relevant General Partners deem it advisable. In determining which Clients should participate in investment opportunities, subject to the applicable Governing Documents, May River will be subject to conflicts of interest in respect of the investors. May River will determine the allocation of investment opportunities among the Clients in such manner as the Firm believes, in its sole discretion, is fair and equitable to the Clients under the circumstances over time and consistent with the Governing Documents and the allocation criteria presented above. among the investors in the Clients. To determine whether and to what extent Clients will participate in an investment

opportunity, May River generally assesses whether an investment opportunity is appropriate for each relevant Client and also reserves the right to consider certain other factors, including, but not limited to the Allocation Considerations. As a result of the foregoing policies, the Clients generally are permitted to invest in opportunities that another Client has declined or decline to invest in opportunities in which another Client has invested or will invest.

May River's allocation of investment opportunities among Clients often will not be proportional based on available capital commitments. Therefore, such allocations generally will be more advantageous to certain Clients relative to some or all other Clients, or vice versa. While May River will allocate investment opportunities in a way that it believes is fair and equitable to the applicable Clients under the circumstances over time, there can be no assurance that the Clients' actual allocations of investment opportunities, if any, or the terms on which such allocations are made, will be as favorable as they would be if the potential conflicts of interest did not exist.

Transactions Among Clients. Conflicts of interest can arise in the event a Client makes an investment in a portfolio company in conjunction with one or more other Clients. For instance, a Client may not invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as another Client(s). This likely will result in differences in price, investment terms, leverage and associated costs between Clients. Where multiple Clients invest in the same company at different times, the first Client to invest typically will bear a higher level of diligence and transaction fees, costs and expenses than later Clients; similarly, to the extent a transaction does not proceed, the first Client to invest typically will bear the full amount of broken deal expenses relating to the transaction, regardless of whether other Clients could or would have invested in the company in potential future transactions. There can be no assurance that multiple Clients will exit the investment at the same time or on the same terms. If additional capital is necessary for the portfolio company as a result of financial or other difficulties, or to finance growth or other opportunities, the Clients may or may not provide such additional capital, and each generally will supply such additional capital in such amounts, if any, as determined in the discretion of May River, subject to the terms of the relevant Governing Documents.

To the extent permitted under the Governing Documents, Clients are permitted to acquire their interests in a portfolio company at the same time or at separate times and on similar or different terms. Examples of such transactions include (i) a Client making an investment in a pre-existing portfolio company of another Client and (ii) one or more Clients later investing in portfolio companies in which a Client has invested. In each case, the foregoing transactions may have an effect (either positive or negative) on the market value of a Client's investment. In connection with any investment in which a Client participates, May River reserves the right to make independent decisions regarding recommendations of when such Client, as compared to any other Client, should purchase and sell investments. As a result, multiple Clients may be purchasing or selling an investment at the same time. There can be no assurance that the return on a Client's investments will not be less than the returns obtained by any other Client participating in the investment.

If multiple Clients enter into any indebtedness or guaranty on a joint and several basis, May River is expected to cause the Clients to enter into one or more agreements that provide each of the Clients with a right of contribution, subrogation or reimbursement. In administering or seeking to reinforce these agreements, May River will be subject to conflicts of interest between multiple Clients. May River intends to mitigate any potential conflicts by structuring such agreements in a manner intended to cause each of the applicable Clients to bear its proportionate share of the applicable indebtedness.

Long-Term Investments; Continuation Vehicles. May River can propose that one or more of a Client's portfolio investments be held for longer than the then-current term of the respective Client either by the Client or using one or more special purpose vehicles formed outside of the Client. Certain risks that are generally associated with an investment in a private equity fund may be heightened and magnified. For instance, portfolio investments that are held for a longer period of time may be more likely to experience employee and/or management turnover during the holding period with respect thereto as compared to many other private equity funds. May River may be more incentivized to make portfolio investments with the view of holding such investment for a longer period of time and accordingly, may make investments that it believes may not meet the target returns of the Clients if it did not have the flexibility to hold such portfolio investments for a longer period of time. While investors will likely have the option to elect to have their interests in such investments disposed of by May River, the value of such investments at the time of disposition may be materially less than if May River had not made and/or held such investment with the view of such investment having a longer holding period. Additionally, investors that elect to continue to hold a direct or indirect interest in such portfolio investments will have their interest attributable thereto adjusted as if distributed (i.e., a portion of such interest will be allocated to May River to the extent of its right to receive carried interest, if any), thereby diluting their interests in such portfolio investments. Such investors that elect to continue to hold an interest in such investments may also be subject to management fees and carried interest for a longer period and/or in a greater aggregate amount than if such investments were not held for such longer period of time.

In addition, although the valuation of any such investment will be based on a third-party valuation, valuations are inherently subjective in certain respects and rely on a variety of assumptions. Furthermore, valuations are based in large part on information as of the applicable period, and market conditions may change materially after that date. Accurate valuations are more difficult to obtain in times of low transaction volume because there are fewer market transactions that can be considered in the context of the appraisal. In addition, the process of valuing portfolio investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such portfolio investments and may differ from the prices at which such portfolio investments ultimately may be sold. As such, the carrying value of an investment may not reflect the price at which the investment could be sold in the market, and the difference between carrying value and the ultimate sales price could be material. Accordingly, such values may not accurately reflect the actual market values of the investment, and, thus, investors may make decisions as to whether to continue to hold

an interest in an investment without complete and accurate valuation information. As a result, the valuation of such an investment and the distributions to each of the Clients' partners, including May River, may not accurately reflect the fair value of the interests.

Other May River Products. May River reserves the right, in the future, to expand its investment management services to offer Other Products, which would give rise to potential additional conflicts of interest not specifically described herein. There can be no assurance that May River will identify or resolve all such conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Clients. May River expects that the investment activities of the Other Products could generally give rise to additional conflicts of interest in connection with allocating investment opportunities. The potential investments and activities of the Other Products may increasingly overlap with the potential investments and activities of the other Clients, and an Other Product is permitted to invest in the same portfolio companies as one or more Clients or in a target that would otherwise be suitable for one or more Clients. There can be no assurance that all investment opportunities identified by May River and its affiliates will be made available to the Clients. Notwithstanding the actual and potential conflicts of interest that arise, May River generally expects to determine the allocation of investment opportunities among the Clients and any Other Products in a similar manner as described above under "Allocation of Investment Opportunities." If any Other Products are formed, investment opportunities are permitted to be allocated in any number of ways between the Clients and/or such Other Products, and there can be no assurance that the application of May River's allocation policies and procedures will result in the allocation of any particular investment opportunity to the Clients.

Affiliate Transactions Involving Credit Funds; Investing Different Levels of the Capital Structure. As discussed above, May River does not sponsor or manage any Credit Fund. However, May River reserves the right in the future to do so. The Clients are generally expected to hold interests in portfolio companies that are of a different class or type than the class or type of interests expected to be primarily held by any Credit Funds. For example, the Clients will hold equity securities while a Credit Fund may hold debt instruments of the same portfolio company.

To the extent that a Credit Fund invests in a debt instrument of a portfolio company in which a Client holds equity securities, May River and its affiliates expect to be subject to conflicts of interest (potentially including conflicting fiduciary duties) in determining the terms of such debt instrument and in managing a Client's and such Credit Fund's investments in such portfolio company on a going-forward basis. Potential conflicts of interest are also expected to arise between a Client and a Credit Fund in negotiating the price of the debt securities or other instruments, the characterization of such debt securities or other instruments, the terms of inter-creditor agreements, the interest rate or stated dividend yield of such debt securities or other instruments, the nature of the covenants running in favor of lenders and the other terms and conditions of the investment or in addressing subsequent amendments or waivers. Other conflicts have the potential to arise in cases where a Client desires optimal flexibility to grow a portfolio company, while a Credit Fund with interests in the same portfolio company may want to place tighter restrictions on the type and the amounts of such portfolio

company's permitted investments and acquisitions. For example, a Client may have an interest in pursuing, on behalf of a portfolio company, an acquisition that would increase indebtedness, a divestiture of revenue-generating assets or other similar transactions that may enhance the value of the equity investment with respect to a Client but that would potentially also increase the risk of a Credit Fund's debt investment in such portfolio company. Further, because of the different legal rights associated with debt and equity investments, May River and its affiliates expect that they would face a potential conflict of interest in respect of the advice given to, and the actions taken on behalf of, a Client as compared to a Credit Fund. For example, questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt investments should be refinanced or restructured.

In addition, the interests of the Clients and a Credit Fund may diverge significantly in the case of financial distress of a portfolio company. For example, if additional financing is necessary as a result of financial or other difficulties, it may be in the best interests of the Clients, but not a Credit Fund, to provide such additional financing. If a Credit Fund had the potential to incur a loss on its investment as a result of such difficulties, May River's ability to recommend actions in the best interests of the Clients might be impaired. In troubled situations, certain decisions, including whether to enforce claims, whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy and the terms of any workout or restructuring, are expected to raise conflicts of interest with respect to the Clients and any relevant Credit Fund, the interests of which are likely to diverge in such situations.

Controlling Investments. The Clients intend to make controlling investments in portfolio companies. As a result of these significant investments, May River anticipates that the Clients will have the right to appoint one or more board representatives (including current or former May River personnel or persons serving at their request), or to influence their appointment, and to determine or influence the determination of their compensation. Additionally, from time to time, board representatives approve compensation and other amounts payable to May River in connection with services provided by the Firm and its affiliates to such portfolio company and, except to the extent such amounts offset the Management Fee pursuant to the Governing Documents, are in addition to the Management Fee or carried interest discussed herein. May River's authority to appoint or influence the appointment of board representatives who are likely to be involved in approving compensation payable to the Firm subjects May River and any such board representatives to potential conflicts of interest.

Time and Attention. May River and its affiliates expect to become involved in the operation and management of other private equity funds as well as other businesses and, while it is expected that they will devote an adequate amount of time to the management of the existing Clients, conflicts of interest can arise with respect to allocating their professional time between the Clients and their various other business pursuits. Unless restricted by the Governing Documents or May River's policies, May River personnel are permitted to serve on boards or act in other roles unaffiliated with May River, the Clients 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. Such companies are not portfolio companies of a Client and, as a result, any compensation received by an employee is not subject to the Management Fee offset described above, or otherwise shared with the Clients and/or investors.

Conflicts with Portfolio Companies. In connection with the equity investments of the respective Clients, officers and employees of May River or its affiliates, including ERG members, often serve as directors of a portfolio company and in such capacity, will be required to make decisions that consider the best interests of such portfolio company. In certain circumstances, such as situations involving bankruptcy or near insolvency of a portfolio company, actions that would be in the best interest of the portfolio company will not necessarily be in the best interests of the Clients and vice versa. Further, from time to time, portfolio company board members approve compensation and other amounts payable to May River in connection with services provided by the Firm and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the relevant limited partnership agreement's offset provision for the applicable Fund, are in addition to the Management Fee or Carried Interest. Accordingly, in these situations, there will be conflicts of interests between such individual's duties as an officer or employee of May River and such individual's duties as a director of such portfolio company. Finally, on occasion a portfolio company will engage the services of a May River principal's family member in his or her professional capacity to provide services to such portfolio company, or a portfolio company will service a customer that has a family or personal relationship with a May River principal. Further, May River principals have made personal investments in companies which ultimately become customers of a portfolio company. Any such engagements are independently negotiated between the portfolio company and the customer or service provider at rates that are believed to be at or below market.

Co-Investments. The Firm, in its sole discretion, provides or commits to provide co-investment opportunities to one or more investors and/or other persons (including ERG members), in each case on terms to be determined by May River in its sole discretion. Conflicts of interest can arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which can be made to one or more persons for any number of reasons as determined by the Firm in its sole discretion, will not necessarily be in the best interests of the Funds or any individual investor. In exercising its sole discretion in connection with such co-investment opportunities, including with respect to allocating a particular investment to and among potential co-investors and determining the terms thereof, the Firm considers some or all of a wide range of factors (some of all of which may benefit the Firm), including, but not limited to: (i) the ability of a potential co-investor to react promptly to a co-investment opportunity; (ii) any strategic advantages that result from a potential co-investor's participation in a co-investment opportunity; (iii) a potential co-investor's commitment to one or more Funds; (iv) the potential co-investor's investable assets relative to the size of the co-investment opportunity; (v) tax, regulatory and/or securities law considerations (e.g., qualified purchaser or qualified institutional buyer status); (vi) confidentiality concerns that may arise in connection with providing a potential co-investor with specific information relating to the co-investment opportunity; (vii) whether a potential co-investor's participation in an investment

opportunity can subject the Fund to legal, regulatory, reporting or other burdens or could impair the ability of either the General Partner or May River to execute the relevant transaction in the desired time or on desired terms; (viii) the size of the investment allocation and practicality of dividing it among multiple potential co-investors; (ix) lender requirements; (x) whether May River believes that allocating investment opportunities to the potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the May River Funds; and/or (xi) any other factor deemed appropriate by May River. Although the Firm reserves the right to consider a person's willingness to invest in future May River Funds, such willingness generally will not be the sole determining factor considered by May River in identifying co-investors. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities are permitted to be made by May River in consultation with other participants in the relevant transactions, such as a lender or co-sponsor. Additionally, from time to time, certain service providers (e.g., lenders) seek to negotiate co-investment rights as a component of their compensation or in exchange for granting better terms to May River, a May River Fund or portfolio company in connection with the services provided. Co-investment opportunities typically will be offered to some and not to other investors. May River's allocation of co-investment opportunities generally will not result in allocations that are proportional to the amounts committed, if any, by the relevant potential co-investors to a Fund or any other co-investment vehicle, and such allocations are expected to be more or less advantageous to some persons or entities than to others.

Additionally, potential conflicts of interest are expected to arise in the allocation of co-investment opportunities to the extent that such allocation benefits the General Partner or May River instead of, or more than, a Fund or is not in the best interests of the Fund or any individual investor. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the Fund, and because co-invest opportunities generally appeal to Fund investors and third parties, the Firm expects to be subject to potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the Fund.

Co-investments with third parties through partnerships, joint ventures or other entities or arrangements involve risks and conflicts of interests not present in investments where a third party is not involved, including the possibility that a third party co-investor will at any time have economic or business interests or goals that are inconsistent with those of the Funds, have financial difficulties (which would increase the possibility of default), or be in a position to take (or block) action in a manner that is contrary to the investment objectives of the Funds. In addition, if applicable, the Funds will in certain circumstances be liable for the actions of its third-party co-investors. In those circumstances where such third parties involve a management group, such third parties would likely receive compensation arrangements relating to such co-investments, including incentive compensation arrangements. There can be no assurance that the Funds' returns from transactions involving co-investments will be equal to and not less than the return of any co-investor in such transaction.

The Firm is authorized to, in its sole discretion, charge a Management Fee and obtain a Carried Interest in respect of any co-investment. As a result of the fact that co-investments alongside the Funds will not be made through the Funds, any fees or other co-investor-related compensation (including transaction fees) received in connection with co-investments will not arise out of the investment activities of the Funds or actions taken directly or indirectly by May River on behalf of the Funds and, therefore, none of such fees or other co-investor-related compensation will offset or otherwise reduce the Management Fee. Any such fees are permitted to be retained by the Firm and/or any of its affiliates.

To the extent that multiple Funds co-invest or commit to co-invest alongside one another, any transaction fees with respect to such co-investment or potential co-investment will be allocated among each Fund pro rata (based on the cost of such co-investment or potential co-investment held or proposed to be held by each), or in such other manner as May River determines in accordance with the Governing Documents.

For the avoidance of doubt, the Firm reserves the right, in its sole discretion, to structure any co-investment opportunity such that the proposed participants in such co-investment opportunity do not bear any broken deal expenses, with the result that the Funds will bear all such broken deal expenses. In most cases, the Firm does not expect that proposed participants in co-investments will bear broken deal expenses. Consequently, the Funds are expected to bear all such broken deal expenses.

In the event that a transaction in which a co-investment was to be sought ultimately is not consummated, all obligations, liabilities and out-of-pocket fees (including any breakup fees), costs and expenses relating to such unconsummated transaction generally will be borne by the relevant Fund which was to participate in such investment and not by any prospective co-investors.

To the extent that any other fund or any other entity or individual co-invests alongside the Funds in any portfolio company investment, transaction fees are expected to be allocated to such co-investors and/or related by May River and/or any of its affiliates. Accordingly, the Funds will, in most cases, only benefit from the Management Fee reduction described above with respect to its allocable portion of any such transaction fee and not the portion of any fee allocable to any co-investor (which could include co-investment vehicles managed by May River, third parties, portfolio company management or employees and/or others) in a portfolio company, which have the potential to be significant.

In addition, from time to time, May River, in order to consummate a transaction or facilitate the acquisition of a portfolio company and ensure the Funds are afforded an investment opportunity or otherwise, is authorized to cause the Funds to fund (or commit to fund) on behalf of certain co-investors (whether or not identified at the time of such commitment) with a view to selling down a portion of such investment to such co-investors or other persons at a later time or prior to or within a period after the closing of the acquisition. When selling down or syndicating an investment, May River generally will value interests for the co-investors at the cost in which the respective Fund made its investment, unless the Firm has reason to believe (in its sole discretion) that such value should be

adjusted to account for fair market value. There is no guarantee that the purchase price by the co-investors will appropriately compensate the Funds for the costs and risks incurred during the holding period. If the Funds do not find co-investors and/or in the event that the co-investors breach their covenants to purchase the investment from the Funds, the Funds will have an allocation to an investment that is larger than originally anticipated. In addition, the Funds will bear the risk that any or all of the excess portion of such investment could only be sold on unattractive terms. If the excess portion of such investment has not been sold, the Funds are expected to bear the entire portion of any other fees, costs and expenses related to such investment, hold a larger than expected investment in such portfolio company and could realize lower than expected returns from such investment.

May River's Interests in Carried Interest and Management Fees. The fact that May River's Carried Interest in the Clients is based on a percentage of net profits has the potential to create an incentive for the Firm to cause the Clients to make riskier or more speculative investments. The fact that the Management Fee following the commitment period is generally expected to be calculated based on certain Funds' invested capital has the potential to create an incentive for May River to hold an investment longer than otherwise would be the case. In addition, because the Clients have a fixed commitment period after which capital from limited partners generally is only permitted to be drawn down in limited circumstances, and because the Management Fee is, at certain times during the life of the Clients, calculated based upon the invested capital of the Clients, the Management Fee structure creates an incentive for May River to deploy capital when it might not otherwise have done so. Further, the U.S. Congress recently passed legislation that extends the minimum holding period to obtain long-term capital gains treatment with respect to carried interest under U.S. federal income tax law from one year to three years. Such legislation has the potential to create a further incentive for May River to hold an investment for a longer period.

Use of Credit Facility. The Clients use borrowed funds pursuant to a revolving credit facility or other debt facility, including a facility based on the aggregate commitments available to be called. The Clients' use of such facilities will be determined by the General Partners and the performance of the Clients will potentially be impacted by how May River causes the Clients to utilize such facilities. Although the use of such a facility generally increases the Clients' ability to swiftly invest capital, it also will cause the Clients to incur interest expense. Potential conflicts of interest arise in that the use of such facilities would likely delay the need for investors to make certain contributions to the Clients, which would enhance the Clients' net performance figures and thereby benefit May River.

In borrowing on behalf of a Client, May River is subject to potential conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Client, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Client's preferred return, May River is expected to have incentives to cause the Client to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when a Client 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, Client-level borrowing typically will reduce the amount of preferred return to which the investors would otherwise be entitled had May River called capital, and thus could result in May River receiving carried interest sooner than it would without borrowing. In addition, when the Management Fee is calculated as a percentage of invested capital, an investor would pay Management Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to investors will be commensurate with such costs.

For administrative convenience, capital calls, including those used to pay interest on credit facilities, asset-backed facilities and other indebtedness, will from time to time be “batched” together into larger, less frequent capital calls or closings, with the Clients’ interim capital needs being satisfied by the Clients borrowing money from such facilities. The interest expense and other costs of any such borrowings will be Client expenses and, accordingly, will decrease the net returns of the Clients. In addition, the batching of capital calls amplifies the magnitude of potential defaults by investors as a result of there being fewer but larger capital calls. To the extent a subscription facility is due upon demand by a lender, such a demand will potentially be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of liquidity constraints on investors and/or investors facing similar capital calls in multiple funds and being unable to satisfy all such demands simultaneously. Finally, the existence of a subscription facility will sometimes impair an investor’s ability to transfer its interest in the Clients as a result of restrictions imposed on such transfers by the lender.

Cross Transactions. May River reserves the right to arrange for a transaction in which (i) the Clients buy a security from, or sell a security to, the account of one or more other Clients or (ii) parallel Clients buy or sell a security from the account of one another in connection with an automatic or other a re-balancing, as provided for in their Governing Documents (each, a “cross-transaction”), in each case, when May River deems such a transaction to be in the best interest of each participating Client. In doing so, May River reserves the right to (a) use an unaffiliated broker-dealer or custodian to execute such cross-transaction and pay such broker-dealer or custodian in connection therewith, or (b) execute such cross-transaction directly without the use of a broker-dealer or custodian, in which case May River will not receive compensation to effect such transaction. Any compensation expenses or other transaction costs associated with a cross-transaction are expected to be allocated among the Clients participating in such cross-transaction pro rata based upon the expenses that relate to each, unless May River determines that a different allocation would be more fair or equitable. When effecting cross-transactions, May River will be subject to potentially conflicting responsibilities with respect to each participating Client. In certain circumstances, a cross-transaction will be considered to be a “principal transaction” (i.e., a transaction in which May River acts as principal for its own account and knowingly transacts with a Client) under the Advisers Act. To the extent that a cross-transaction is a

principal transaction, May River will conduct such cross-transaction in accordance with the provisions of Section 206(3) of the Advisers Act and the terms of the Governing Documents of the applicable Clients. In addition, any cross-transaction may be subject to any advisory committee consultation or approval as set forth under the Governing Documents of the applicable Clients.

Allocation of Expenses. May River from time to time incurs fees, costs and expenses, including in connection with transactions not consummated, on behalf of the Clients. To the extent practicable, any fees, costs and expenses that are incurred in connection with a consummated investment will be charged to the applicable portfolio company. To the extent such fees, costs and expenses are incurred for the account or for the benefit of multiple Clients, the Clients will typically bear an allocable portion of any such fees, costs, and expenses in proportion to the size of the investment commitment made or proposed to be made by each in respect of the entity to which the expense relates or in such other manner as May River believes is fair and equitable under the circumstances. Although May River will endeavor to allocate such fees, costs and expenses in a manner it believes is fair and equitable under the circumstances, there can be no assurance that such fees, costs and expenses will in all cases be allocated appropriately. The allocations of such expenses will not always be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate pro rata based on the number of funds or co-investors receiving related benefits or proportionately in accordance with asset size. Investors bear their pro rata share of fees and expenses for transactions that are terminated, including those terminated before the investor's admission into a Client. Any such determinations involve inherent matters of discretion and conflicts of interest. Notwithstanding the foregoing, it is possible that May River will in the future change or develop policies and procedures to address the allocation of expenses that differ from its current practice.

Employees and Service Providers. May River reserves the right, from time to time, to employ or engage personnel with pre-existing ownership interests in, or who were employed by portfolio companies owned by, the Clients; conversely, former personnel or executives of May River are expected, from time to time, to serve in significant management roles at portfolio companies or service providers recommended by the Firm. Similarly, May River and/or its personnel maintain relationships with (or invest in) financial institutions, service providers and other market participants, and their respective affiliates and personnel, including, but not limited to, managers of private funds, investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants) banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, institutional investors, family offices, co-investors, lenders, current and former directors, officers and employees of current and former portfolio companies and former employees and members of May River, 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 May River and/or the Clients. 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 May River entities) to May River personnel and their estate planning vehicles. The Firm will be subject to

potential conflicts of interest with the Clients in recommending the retention or continuation of a third-party service provider to the Clients or a portfolio company owned by the Clients if such recommendation, for example, is motivated by a belief that such service provider or its affiliate(s) will continue to invest in one or more funds that May River sponsors and manages, will provide the Firm information about markets and industries in which May River operates (or is contemplating operations) or will provide other services that are beneficial to May River. May River will be subject to potential conflicts of interest in making such recommendations, in that May River has an incentive to maintain goodwill between itself and such service providers, while the products or services recommended will not necessarily be the best available to the Clients' portfolio companies.

Over the life of the Clients, May River generally expects to exercise its discretion to recommend to the Clients or to a portfolio company of the Clients that it contract for services with various service providers, and from time to time such service providers are expected to include, among others: (i) May River (or an affiliate thereof, which are permitted to include other portfolio companies of the Clients) and at rates determined or substantively influenced by the Firm; (ii) an entity with which the Firm or current or former members of their personnel has a relationship or from which such person derives a financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where May River personnel are seconded or from which May River receives secondees; or (iii) an investor or its affiliates. Such discretion subjects May River to potential conflicts of interest because although it intends to select service providers that it believes are aligned with its operational strategies and that will enhance portfolio company performance, the Firm will have an incentive to recommend service providers that benefit May River's financial or business interests. Additionally, there is a possibility that May River, because of such incentive or for other reasons (including that the retention of certain persons or entities could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to May River, the General Partner and/or the Clients), will favor the retention of such a service provider even if a better price and/or quality of service provider could otherwise be obtained. The Firm will not necessarily seek out the lowest cost options when incurring (or causing the Clients or their portfolio companies to incur) such expenses. Although the Firm generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Whether or not May River has a relationship with or receives financial or other benefit from recommending a particular service provider, there can be no assurance that a more qualified and/or lower cost service provider could not be obtained.

Tangible and Intangible Benefits. In connection with its services to the Clients and their investments, May River expects to receive the benefit of certain tangible and intangible benefits. For example, in the course of May River's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, May River and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Client or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "May River Information"). In many cases, May River Information will

include tools, procedures and resources developed by May River to organize or systematize May River Information for ongoing or future use. Although May River expects its Clients and their portfolio companies generally to benefit from May River's possession of May River Information, it is possible that any benefits will be experienced solely by other or future Clients or portfolio companies (or by May River and its personnel) and not by the Client or portfolio company from which May River Information was originally received or derived. May River Information will be the sole intellectual property of May River and solely for the use of May River. May River reserves the right to use, share, license, sell or monetize May River Information, without offset to Management Fees, and the Clients and/or their portfolio companies will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization.

Additionally, expenses relating to the Clients or their 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 terms are expected to vary from time to time, and any such rewards (whether or not *de minimis* or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Clients or their investors; no such rewards will offset or otherwise reduce the Management Fee.

Certain Consultants. May River, the General Partner, the Clients and/or the portfolio companies reserve the right, from time to time, to retain or employ other companies and individuals (collectively, "Consultants"), which are permitted to be affiliates of May River, employees of such affiliates, portfolio companies of other investment funds managed by the Firm, third-party consultants (including individual consultants and external executives), ERG members or other companies or individuals, primarily to provide services to the Clients or any portfolio company or prospective portfolio company in connection with the identification, acquisition, holding, improvement and/or disposition of portfolio companies, including operational aspects of such portfolio companies ("Services").

Pursuant to the Governing Documents, compensation, fees and reimbursement of certain expenses associated with the Services (collectively, "Consulting Fees and Expenses") will generally be paid and/or reimbursed by applicable portfolio companies or prospective portfolio companies, or directly by the Clients. Consulting Fees and Expenses are not included as transaction fees and do not offset or otherwise reduce the Management Fee. For the avoidance of doubt, May River also will not offset compensation received from outside sources, such as residual employee board seats at entities that are no longer Client portfolio companies. Consulting Fees and Expenses are expected to include cash fees, retainers, discretionary bonuses (whether or not based on pre-determined milestones), transaction fees, profits, participation or equity interests in portfolio companies or holding companies, incentive equity and stock awards, profits or equity interests in the Clients or May River, remuneration from May River and/or the Clients or their affiliates, guaranteed minimums, shares of proceeds upon the sale of portfolio companies and/or other compensation to Consultants, the amount of which is

typically determined according to one or more methods, including the value of a Consultant's time (including an allocation for overhead and other fixed costs), a percentage of the value of a portfolio company, the invested capital exposed to a portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from a portfolio company. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on a Client's investment and has the potential to result in economic effects greater than the original amount of compensation, and the Client typically will bear the costs of all Consultant compensation as well as fees, costs and expenses of structuring Consultant arrangements. Additionally, Consultants are permitted to be provided opportunities to co-invest in one or more portfolio companies and have a limited partner interest (or other similar interest) or profit interest in the Clients, the general partner or affiliates of the general partner of the Clients.

Although May River intends to retain Consultants with a view to reducing costs to portfolio companies (and, ultimately, the Clients) and/or otherwise improving portfolio company performance, due to a variety of factors, any such retention may result in limited cost savings, no cost savings or an increase in costs, in which case portfolio company performance may be only marginally improved or may be negatively affected, as applicable. There can be no assurance that a more qualified and/or lower cost alternative could not be obtained.

Executive Resource Group. As further described herein and in the Governing Documents, May River has devoted significant time and resources to the development of the Executive Resource Group, or ERG, an operations group comprised of persons retained or employed by May River primarily to provide manufacturing, sales, marketing, technology, human resources, acquisition sourcing and execution, acquisition integration/rationalization, supply chain, logistics, finance, financing, accounting, strategy, management, performance, budgeting, forecasting, analytics, product strategy, purchasing, recruiting, distribution, product development, go to market, process optimization, data, change management, organizational design, compensation and pricing, sourcing and/or other operations services, acquisition or other due diligence, or similar services to the Clients or any current or prospective portfolio company of the Clients.

If not provided by the Firm, the services provided by the ERG typically would otherwise be performed by third-party consultants or portfolio company employees. The cost of services performed by members of the ERG directly for a particular portfolio company are typically charged to, and paid by, such portfolio company based on the time devoted to providing such services directly to the portfolio company by the ERG member at an hourly rate, as determined by May River or on other such basis as the Firm determines is fair and reasonable. In most circumstances, such compensation will not be reviewed or approved by an independent third party. May River expects to consult with each portfolio company regarding the ERG's hourly rate, the scope of services and payment arrangements in connection therewith prior to delivery of such services. Additionally, the relevant portfolio company will typically reimburse May River for the out-of-pocket expenses (including travel, lodging, meals, or entertainment) incurred by the ERG member(s) during the course of performing such services on behalf of the portfolio company.

The use of the ERG and the allocation of compensation paid to them by the Clients, May River and/or the portfolio companies involves a conflict of interest. May River believes the conflict can be reduced by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the Clients) that will result if the allocated cost of the ERG is lower than market rates for the services provided or if the quality of the services make a greater contribution to the success of the portfolio company. Although May River has formed the ERG with a view to reducing costs to portfolio companies and, ultimately, the Clients, a number of factors may result in limited or no cost savings from such retention and market rates for similar services may be lower. There can be no assurance that other service providers would not be more qualified to provide the applicable services or would not provide such services at a lesser cost. In addition, though May River intends to utilize the ERG when their services can be delivered at a value generally consistent with other relevant market alternatives, there can be no assurance that a more qualified and/or lower cost alternative could not be obtained. Further, May River's use of the ERG is subject to potential conflicts of interest because the Firm has an incentive to favor retention or continuation of the use of the ERG as compared to other available alternatives. Although May River has adopted monitoring and benchmarking procedures to manage potential conflicts, 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 than the ERG.

Industry Relationships. As with other private equity fund sponsors, as part of May River's business, the principals, May River and its employees have developed many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, professional advisors (such as attorneys and accountants), co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of May River. Certain of these third parties can, on occasion: (i) introduce investment opportunities to May River; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) provide investment banking, consulting, legal or advisory services to May River, the Clients or portfolio companies. Such third parties also on occasion provide goods or services to or have business, personal, political, financial or other relationships with the principals. In addition, such third parties are sometimes investors in one or more Clients; co-invest in one or more portfolio companies; or provide other significant business or investment services to May River, May River employees, the Clients and/or their portfolio companies. These relationships have the potential to influence May River in deciding whether to select or recommend any such third party to perform services for the Clients or a portfolio company. The cost of any services provided by such third parties will be borne directly or indirectly by the Clients or their portfolio companies, as applicable.

Valuation of Assets. There is not expected to be an actively traded market for most of the securities owned by the Clients. When estimating fair value, May River will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances

of the respective investments. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values can, in some cases, differ from (i) values that would have been determined had an active market existed for such securities and/or (ii) the prices at which such securities are ultimately sold. The Firm has established a valuation policy, which it will follow when performing portfolio company valuations. Each General Partner will determine the value of the relevant Client'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 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 Client 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 May River could cause it to ineffectively manage the Clients' investment portfolio and risks and would also affect the diversification and management of the Clients' portfolio of investments. Additionally, the exercise of discretion in valuation can give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of Carried Interest and with respect to Fund I and Fund II, the calculation of Management Fees.

While the valuation of the Clients' assets are performed internally by May River's own team and such valuations are not reviewed by an independent third-party valuation consultant, all valuations are subject to an annual review by the Clients' auditors as part of each Client's annual financial statement audit. The exercise of discretion in valuation by the Firm has the potential to give rise to conflicts of interest, including excess valuations which would impact the amount and timing of distributions of Carried Interest and the calculation of Management Fees. In particular, where the Management Fee is calculated based on the valuation of an investment, or a determination of whether an investment has been permanently written-off or otherwise permanently impaired, May River will have an incentive to make determinations that result in the continued payment of the, or a higher, Management Fee. In situations where the Management Fee is calculated based on committed capital, contributed capital or the cost basis of investments, the Management Fee generally will not be reduced based on reductions in investment value. Absent bad faith or manifest error, valuations determinations in accordance with May River's valuation policy will be conclusive and binding. Moreover, because May River will determine in its discretion the value of any such assets, May River will have an apparent conflict of interest in making that determination, given the potential impact of such valuations on a Client's performance results. Generally, there will be no retroactive adjustment in the valuation of any investment or the fees and/or performance-based compensation paid to the Firm to the extent any valuation proves to have not accurately reflected the realizable value of an investment.

In addition, the Firm regularly reports to investors, prospective investors and the investor community more generally, metrics of each Client's performance, such as rates of return and multiples-of-money, whose calculation depends on the value of the Clients' investments, including unrealized investments. These reports indicate the Firm's assessment of the overall performance of a Client and are important to the Firm's efforts to attract investors to the Firm and any current or future Client. An objective of May River's valuation methodologies and procedures is to eliminate any influence these incentives have on fair value determinations.

Advisory Committee. The Firm has appointed several investor representatives to its Funds' advisory committees, which have the ability to review and waive compliance with certain provisions of the Funds' Governing Documents, including resolving potential conflict of interest situations, and whose approval is required or would be requested in certain circumstances under the Governing Documents, including certain approvals or consents required by the Advisers Act (e.g., approvals in connection with principal transactions and any "assignment" of an investment advisory agreement of which a Fund is a party). Pursuant to the terms of the Funds' Governing Documents, all investors are bound by the determinations of the advisory committee, regardless of whether an investor is represented by a member of the advisory committee. The Governing Documents provide that to the fullest extent not prohibited by applicable law, none of the advisory committee members shall owe any fiduciary duties to the Funds or any other investor. An advisory committee member is permitted to consider the interests of the investor it represents over the interests of investors as a whole when voting or consenting to any matter submitted to the advisory committee. Members of the advisory committee will potentially have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to the advisory committee for consideration or review. In addition, members of the advisory committee will also potentially have various business and other relationships with May River and its members, partners, managers, directors, officers, employees and affiliates, which relationships can have the potential to influence their decisions as members of the advisory committee. To the extent that an investor is not represented by a member of the advisory committee, such investor will have no influence over matters submitted to the advisory committee for review or approval. On any issue involving actual conflicts of interest, May River will be guided by its good faith discretion.

In addition, members of one Fund's advisory committee are members of another Fund's advisory committee. In such instances, a conflict of interest could be deemed to exist if an advisory committee is requested to provide consent with respect to transactions which involve a conflict of interest between two or more Funds on which such advisory committee members serve, and such members would be unlikely to recuse themselves from any such vote. To the extent members of an advisory committee vote regarding conflicts or otherwise participate in matters involving a vote or action, such members may not vote solely in accordance with their interests related to one Client vis a vis another Client, including for example, if such a member is required to vote on issues regarding conflicts between the Clients. Such members are unrestricted from voting and have the potential to affirmatively vote in a manner that is in their own interest and adverse to the interest of other limited

partners. Finally, advisory committee members may choose to abstain from voting on certain issues, which means that certain votes and issues could be decided only by non-abstaining members and less than a complete group of advisory committee members.

Pre-Fund Investments have their own board of managers on which sits at least one May River principal and at least one investor representative or ERG member.

Conflicting Interests Among Investors. Investors typically have conflicting investment, tax and other interests with respect to their investments in the Clients, including conflicting interests that relate to the structuring and timing of investment acquisitions and dispositions. As a consequence, conflicts can arise in connection with decisions made by May River regarding an investment that would be more beneficial to certain investors than others, especially with respect to tax matters. In structuring, acquiring and disposing of investments, May River generally will consider the investment, tax and other relevant objectives of the relevant Client and its investors as a whole, rather than the investment, tax, or other objectives of any individual investor.

Secondary Transfers of Fund Interests. To the extent that May River has discretion to consent to a transfer of an investor interest in a Client pursuant to the Governing Documents, and subject to any restrictions therein, May River reserves the right to identify one or more persons (including investors in one or more Clients or persons that are not investors, but may in the future invest, in a Client) to potentially acquire such interest, and reserves the right to take into consideration a variety of factors as it deems necessary in exercising its discretion with respect to such a transfer.

Placement Agents. May River has engaged one or more placement agents or other financial advisors to identify investors for the Clients or to satisfy regulatory requirements specific to the marketing of interests in a particular jurisdiction. To the extent that any such placement agent receives compensation for the offering of interests in the Clients, such placement agent's relations with the Clients are expected to conflict with the interests of prospective investors. Placement fees payable to any placement agent (other than any such fees that are considered organizational expenses, if any, in connection with the formation of the Clients, shall be ultimately borne by May River.

Research Costs for Investments. In circumstances where May River considers a portfolio investment on behalf of a Client and determines not to make such portfolio investment, May River could eventually cause another Client to make such investment. In these circumstances, May River or the later Client would benefit from research undertaken by the original investment team and/or from costs borne by the initial Client in pursuing the potential investment, but such later Client will not be required to reimburse the initial Client for expenses incurred in connection with such research.

Employee Investors. It is expected that certain of May River's employees and personnel will invest in a Fund directly or as part of a General Partner's commitment to a Client. Subject to applicable law, the terms of an investment by an employee are permitted to differ from, and be more favorable than, those of an investment by an external investor. For example, employee investors generally will not be

subject to a Management Fee and/or carried interest with respect to their investment, generally will receive information regarding investments at different times than other investors and benefit from different credit facility arrangements than the Client.

Conflicts Related to the Interpretation of Governing Documents and Other Legal Requirements. The Governing Documents of each Client and related documents are detailed agreements that establish complex arrangements among May River, investors, Clients, the General Partners, the Manager and other entities and individuals. Questions can arise under these agreements regarding the parties' rights and obligations in certain situations, some of which will not have been contemplated at the time of the agreements' drafting and execution. In these instances, the operative provisions of the agreements, if any, can be broad, general, ambiguous or conflicting and permit more than one reasonable interpretation. At times there will not be a provision directly applicable to the situation. While May River will construe the relevant agreements in good faith and in a manner consistent with its legal obligations (and, when appropriate, in consultation with external legal counsel), the interpretations May River adopts will not necessarily be, and need not be, the interpretations that are the most favorable to the Clients or their investors.

Conflicts Related to the Withholding of Certain Information. The Governing Documents of the Clients generally permit the applicable General Partner or Manager to withhold information from designated investors in such Client under specified circumstances. For instance, information will at times be withheld from investors that are subject to Freedom of Information Act or similar requirements.

Item 9 – Disciplinary Information

Like other registered investment advisers, May River is required to disclose all material facts regarding any legal or disciplinary events that would materially impact an investor's evaluation of May River or the integrity of May River management. May River and its management persons have not been subject to any material legal or disciplinary events applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Neither May River nor any of its management persons are registered or have an application pending to register as a broker-dealer or a registered representative of a broker-dealer. Neither May River nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing.

May River does not have arrangements with a related person who is a broker-dealer, municipal securities dealer, government securities dealer or broker, investment company, financial planning firm, futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships that

are material to its advisory business, the Clients or its investors. May River has and will continue to develop relationships with professionals who provide services it does not provide, including legal, accounting, banking, investment banking, tax preparation, insurance brokerage, information technology, compliance and other services. Some of these professionals provide services to the principals, the Clients or their portfolio companies. Additionally, some of these professionals are investors in May River Clients, either personally or through their company.

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

From time to time, May River receives training, information, promotional materials, meals, entertainment, gifts or other perquisites from vendors and others with whom it does business or to whom it makes referrals. However, at no time will May River accept any benefits, gifts, entertainment or other arrangements that are conditioned on directing business to a specific vendor. Similarly, May River employees have in the past, and expect in the future, to speak at or attend conferences and programs for potential investors interested in investing in private funds and other industry events that are sponsored by various investment bankers, broker-dealers or others. Through such capital introduction and other industry events, prospective investors have the opportunity to meet with May River. Neither May River nor any Client compensates these investment bankers, broker-dealers or others for organizing such events or for investments ultimately made by prospective investors attending such events other than registration, sponsorship, membership or other similar fees paid to attend such events.

May River does not recommend or select other investment advisers for the Clients.

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

Code of Ethics and Personal Trading

Pursuant to Rule 204A-1 of the Advisers Act, May River has adopted a written code of ethics ("Code of Ethics") that sets forth standards of conduct expected of supervised persons and addresses conflicts that can arise from personal trading. The Code of Ethics requires all supervised persons to place Clients' interests ahead of the Firm's interests, to avoid taking advantage of his or her position and to maintain full compliance with the federal securities laws. With respect to third parties that are not subject to the trading restrictions under May River's Code of Ethics and that may otherwise obtain sensitive and nonpublic information relating to a Client deal (*e.g.*, co-investors, legal, financial, diligence, public relations and other similar service providers), such persons typically are subject to

contractual provisions in confidentiality agreements or professional obligations that prohibit the misuse of any such information.

The personal trading policy for all May River personnel is set forth in May River's Code of Ethics and is acknowledged as received and understood by each supervised person. May River's personal trading policies are designed to ensure that no Client is disadvantaged by the transactions executed by any supervised person and that supervised persons in no respect misappropriate any benefit properly belonging to a Client. Under the Code of Ethics, May River supervised persons are required to file certain periodic reports with the Chief Compliance Officer, as required by Rule 204A-1 under the Advisers Act.

Because May River's business focuses primarily on private market investments, May River expects that instances of supervised persons having access to material nonpublic information regarding publicly traded securities will be relatively infrequent. May River supervised persons and their covered family members are prohibited from trading, either personally or on behalf of others, in securities while in possession of material nonpublic information regarding securities or communicating material nonpublic information about such securities to others. The Code of Ethics establishes guidelines for personal trading requirements, insider trading and reporting of personal securities transactions, including certain pre-clearance and reporting obligations. The Firm maintains a restricted list regarding issuers about whom it has material nonpublic information. Supervised persons are permitted to make securities transactions in their personal accounts, subject to certain limitations. Pre-clearance is required by supervised persons and their covered family members for certain personal securities transactions, including restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to submit certain brokerage account statements or allow direct personal brokerage activity feed access to the Chief Compliance Officer for review.

The principals and employees of May River carry on investment activities for their own account and for family members, friends or others, and give advice and recommend securities which can differ from advice given to, or securities recommended or bought for, the Clients, even though their investment objectives are the same or similar. In addition, principals, employees and affiliates are permitted to buy securities in transactions offered to, but rejected by, the Clients or that are outside the investment mandate of the Clients. All such employee private investments are subject to pre-approval and review by the Chief Compliance Officer.

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

May River will provide a copy of its Code of Ethics to any existing or prospective investor upon request to May River's Chief Compliance Officer, Patrick Wasser at (312) 815-1360 or pwasser@mayrivercapital.com.

Participation or Interest in Client Transactions

Certain May River employees and their family members have invested in the Clients, either directly or indirectly through such Clients' General Partner and/or Manager. As mentioned in Item 5 above, May River generally reduces all or a portion of the Management Fee and Carried Interest related to investments held by such persons. May River does not believe this arrangement presents any material conflict of interest since the General Partners' and Manager's interests are aligned with the interests of investors in such Clients.

Section 206(3) of the Advisers Act generally prohibits investment advisers from engaging in principal, cross and agency cross transactions without the appropriate disclosure and consent. May River will only enter into a principal, cross or agency cross transaction with the appropriate disclosure and consent. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account, knowingly buys from or sells any security to any advisory client. This also applies to any affiliates or controlling persons of the adviser (*i.e.*, an owner, employee or affiliate of the adviser, such as a General Partner). Cross trades between funds can also be considered to be principal transactions if the adviser (and/or its affiliates, owners, or controlling persons) own, in the aggregate, 25% or more of either fund. In the context of May River's business, a principal transaction would most likely refer to the practice of warehousing an investment for the formation of a future fund or May River or a Client General Partner purchasing the interest of an existing investor.

Cross transactions occur when an adviser or an affiliate arranges a transaction (*i.e.*, acts as broker) between two or more different clients or accounts that are managed by the same adviser or an affiliate. An adviser is not "acting as a broker" if the adviser receives no compensation (other than the advisory fee earned in the ordinary course of managing the assets) for effecting the transaction and therefore is not considered to be conducting a cross transaction under Advisers Act Section 206(3). In the context of May River's business, a cross transaction would occur when selling a portfolio company, investment or other asset from one Client to another. Agency cross transactions can also arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer, which is not applicable to May River.

In the event May River were to recommend a principal transaction or cross transaction, it would only be after: (i) the Firm has determined the transaction to be in the best interest of participating Clients; (ii) the transaction is in accordance with the relevant Governing Documents; (iii) proper disclosure is given to the relevant General Partner, advisory committee, directors, Manager or investors, as appropriate; (iv) consent is obtained from the appropriate parties; and (v) the Firm ensures that best execution is achieved for the transaction.

Conflicts of Interest

If any matter arises that May River determines in its good faith constitutes an actual conflict of interest, May River will take such actions as are necessary or appropriate, and as permitted by any applicable

Governing Documents, to address the conflict. The Governing Documents of each Client include a description of what May River believes to be the most significant conflicts of interest associated with an investment in that Client. Some of these conflicts are summarized in Item 8 above.

Item 12 – Brokerage Practices

Typically, the Clients' investments in portfolio companies are private transactions directly negotiated between prospective portfolio companies (or their representative) and May River and are not facilitated by broker-dealers engaged by May River or the Clients. However, portfolio companies periodically engage broker-dealers or investment bankers to perform various services, such as assisting in capital raising, merger and acquisition activity or the sale of the portfolio company. On occasions when a Client owns a publicly traded portfolio company, the company will engage a broker-dealer to assist in the purchase or sale of shares of securities. May River has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker-dealer or investment banker, if any, to be used to effect transactions for the Clients. In executing transactions, May River will seek best execution of the transaction. Best execution is a qualitative assessment that takes into account the full range and quality of a broker-dealer or investment banker's services and is satisfied by obtaining the most advantageous overall terms for the Client(s) when weighing all factors relevant to the transaction. Best execution is therefore not necessarily determined by lowest possible commission rates.

Whether for private or public securities transactions, May River selects a broker-dealer or investment banker with the overall aim of maximizing returns for the Client and based on May River's judgment regarding a variety of factors, including but not limited to: (i) May River's prior experience with the broker-dealer or investment banker; (ii) the broker-dealer or investment banker's execution capabilities, financial responsibility, reputation and expertise within the industry; (iii) the broker-dealer or investment banker's responsiveness to the Firm; (iv) the Firm's prior experience with the broker-dealer or investment banker; (v) the broker-dealer or investment banker's expertise in dealing with investments that are restrictive or illiquid in nature; (vi) the type and size of the transaction involved; (vii) the value of any research services provided; and (viii) the commission rates.

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

May River does not receive research or other soft dollar benefits in connection with securities transactions for the Clients, does not receive Client referrals in connection with selecting or recommending broker-dealers for the Clients and does not engage in directed brokerage. In the event

May River were to aggregate the purchase or sale of securities for Client accounts, it would do so on a pro rata basis.

Item 13 – Review of Accounts

The investment portfolios of each Client are generally private, illiquid and long-term in nature and accordingly May River's review of them is not directed toward a short-term decision to dispose of securities. Decisions as to when to purchase or sell a portfolio company are made by the investment committee. May River closely monitors the portfolio companies of its Clients and maintains an ongoing oversight position in such portfolio companies. A team of investment professionals reviews each Client's portfolios on an on-going basis. The team generally includes at least one principal as well as other investment professionals of May River. These reviews include, without limitation, sales trends, margins, profitability, debt to equity ratios, material business developments, competitive landscape and management. May River holds board seats for most of the investments it makes or otherwise acts to influence control of the management of the investments. It is not uncommon for the relevant investment professionals for an investment to be in regular, as often as weekly, contact with the portfolio company's senior management team. Moreover, partners of May River monitor portfolio company performance through regular management meetings, as well as detailed reviews of specific portfolio companies that occur as needed.

The investment committee or Chief Compliance Officer would perform additional reviews in the event that a portfolio company needed subsequent financing, in the event of a potential acquisition or liquidity event, or if there were a serious performance issue.

May River provides to investors on behalf of each of its Clients a combination of the following reports: (i) audited financial statements prepared in accordance with United States generally accepted accounting principles ("GAAP") as promulgated by the Financial Accounting Standards Board ("FASB"), accompanied by the report of the independent certified public accountants within 120 days of fiscal year end (or earlier as agreed to in the relevant Governing Documents); (ii) unaudited financial statements for the first three quarters of each fiscal year; (iii) annual tax information necessary for the completion of tax returns (K-1s); and (iv) descriptive investment information for each portfolio company each quarter. All reports are sent to investors in writing and are delivered electronically through the Firm's investor portal for the Funds and through both the portal and email for the Pre-Fund Investments. The Firm also has contact with investors (personal visits, telephone, video conference and email) throughout the year as requested and/or as conditions warrant.

In the course of conducting due diligence or otherwise, investors periodically request information pertaining to May River's investments and track record. May River responds to these requests, and in answering these requests provides information that is not generally made available to other investors who have not requested such information. Additionally, as it pertains to existing investors, upon request or pursuant to contractual obligations, certain investors receive additional information and reporting that other investors do not receive. As a result, certain investors will have more information

about a Client than other investors, and May River has no duty, and does not intend, to ensure that all investors seek. May River will ensure that the disclosure of preferential information rights complies with the Private Fund Rule commencing with its effective date in March 2025.

Item 14 – Client Referrals and Other Compensation

As described in Item 5 above, May River is entitled to receive directors fees, breakup fees, closing fees, investment banking fees, consulting fees, placement fees, monitoring fees, advisory fees or other similar fees and reimbursements from the portfolio companies held by the Clients. These fees are paid pursuant to separate agreements entered into with the portfolio companies to provide certain consulting services that May River believes will ultimately enhance the value of the companies and benefit the Clients and their investors.

These types of fee arrangements present potential conflicts of interest and provide May River with an incentive to recommend investments based on compensation received rather than the best interests of the Clients. To help mitigate this potential conflict of interest, an allocable portion of such benefits received by May River or its employees (but not ERG members) in connection with services rendered to portfolio companies or transactions of Fund I, Fund II and Fund III are offset in whole or in part, depending on the Fund, against Management Fees payable by such Funds, to the extent described above and detailed in the relevant Fund's Governing Documents.

During fundraising for Fund I, Fund II and Fund III, May River engaged the services of M20 Private Fund Advisors LLC ("M20 Advisors"), a registered broker-dealer in good standing with FINRA and the SEC, to serve as the placement agent for Fund units. May River entered into a written agreement with M20 Advisors to solicit commitments from investors for the Funds in exchange for a percentage-based fee of the aggregate commitments placed, a retainer payment, plus payment of expenses. Fees payable to M20 Advisors were borne by May River indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the agreement, including but not limited to placement agent travel, meal and entertainment expenses, were borne by the Funds.

Item 15 – Custody

May River is deemed to have custody of the Clients' assets because the General Partners/Manager are not operationally independent from May River: each Client's General Partner/Manager generally has full discretion and control over Client investments and cash, including the ability to deduct fees from Client accounts. In order to comply with Advisers Act Rule 206(4)-2 (the "Custody Rule"), May River has elected to undergo an annual GAAP financial statement audit by a Public Company Accounting Oversight Board registered and inspected auditing firm for each of its Clients over which it is deemed to have custody, copies of which are (or will be, with respect to its newly closed Clients) delivered to the Clients and their respective investors within 120 days of fiscal year end (or earlier as agreed to in the relevant Governing Documents). In addition, upon the final liquidation of a Client, May River will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP

with respect to such Client to all underlying investors promptly upon completion of the audit. Investors are encouraged to carefully review such financial statements.

May River does not accept physical custody of any Client assets (other than certain privately offered securities to the extent permitted by the Advisers Act). Called capital is directly deposited or wired into the relevant Client's qualified custodial account. May River receives monthly statements from each of its qualified custodians on behalf of the Clients.

Item 16 – Investment Discretion

May River generally receives and exercises complete discretionary authority to manage investments on behalf of the Clients as per the Governing Documents of each Client. Investment advice is provided directly to the Clients, subject to the discretion and control of the relevant General Partner and/or Manager, and not to investors in the Clients individually. To become an investor in a Client, an investor must execute certain Governing Documents with such Client, including a subscription agreement, limited partnership agreement, limited liability company agreement or other operating agreement as applicable. Such Governing Documents generally contain a power of attorney that grants May River or its General Partner or Manager (as applicable) certain powers related to the orderly administration of the affairs of the Clients. Once an investor executes these Governing Documents, with limited exceptions, such as certain conflicts of interest as discussed elsewhere in this Brochure, May River is not required to contact an investor prior to transacting any business.

Generally, May River's only restrictions with respect to managing a Client, such as (but not limited to) the type of securities in which a Client invests, will be contained in the relevant Governing Documents. However, an investor can seek to impose limitations on May River's authority through a side letter agreement and the Firm can choose to accept reasonable limitations or restrictions at its discretion. All limitations and restrictions placed upon May River's investment authority with respect to an investor's investment must be presented to May River in writing and agreed to by May River and such investor.

Item 17 – Voting Client Securities

By virtue of the applicable Governing Documents, May River has the authority to vote proxy statements on behalf of the Clients. However, given the nature of May River's advisory business, the Clients seldom hold public securities; the majority of "proxies" received by May River will be written shareholder consents or similar instruments for private companies owned by the Client. Specifically, from time to time, portfolio companies request May River (usually through the General Partner of the applicable Client) to consent to certain issues pertaining to the portfolio company's business and requiring equity owner approval. In these cases, May River considers factors that could affect the value of the investment and will act in the manner that it believes maximizes the value of its long-term investment in portfolio companies.

May River has adopted proxy voting policies and procedures pursuant to SEC Rule 206(4)-6. May River's proxy voting policy seeks to ensure that it votes proxies in the best interest of the Clients with a goal towards maximizing overall value. May River generally believe its interests are aligned with those of the Clients' investors through the principals' beneficial ownership interests in the Clients. In the event that there is a conflict of interest in voting proxies, May River's proxy policy provides that the Firm can address the conflict using several alternatives, including by seeking the approval or concurrence of an advisory committee on the proposed proxy vote, or through other alternatives as set forth in May River's proxy voting policy. Investors in the Clients cannot direct how May River votes proxies or shareholder consents nor is May River required to seek investor approval or direction from investors when voting proxies or when giving consent on any matter requiring the consent of shareholders.

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

May River will provide a copy of its proxy voting policy to existing or prospective investors upon request to Patrick Wasser, Chief Compliance Officer, at (312) 815-1360 or pwasser@mayrivercapital.com. Investors can also obtain information from the Firm, free of charge, about how May River voted previous public proxies, if any.

Item 18 – Financial Information

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