

HealthCare Royalty Management, LLC

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Part 2A of Form ADV: Firm Brochure

March 27, 2024

This brochure provides information about the qualifications and business practices of HealthCare Royalty Management, LLC. If you have any questions about the contents of this brochure, please contact us at compliance@hcroyalty.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.

Additional information about HealthCare Royalty Management, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

ITEM 2. MATERIAL CHANGES

This brochure dated March 27, 2024 (the “Brochure”), serves as an update to the Adviser’s brochure dated March 31, 2023 (the “Prior Brochure”). This Brochure contains certain updates that may be deemed to be material from the Prior Brochure, including, but not limited to: (i) updates to Item 4 with respect to ownership, (ii) updates to Item 5 to reflect additional disclosure regarding allocation of fees and expenses among Allocable Parties (as defined herein), (iii) updates to Item 8 to reflect new and updated material risk factors related to the Adviser’s investment strategy, including such risk factors related to risks of environmental, social and governance matters, artificial intelligence, benchmark rate risk, SOFR risk, alternative benchmark rate risk, and regulatory developments for private funds and their advisers, (iv) updates to Item 10 regarding related broker-dealers and affiliated entities and (v) updates to Item 11 to reflect new disclosure regarding potential and/or actual conflicts of interest faced by the Adviser related to its discretion to allocate investment opportunities among Clients, engage in follow-on investments, and adjust the Management Fee (as defined herein) calculation based on the valuations of investments. In addition, the Adviser routinely makes updates throughout the Brochure to improve and clarify the description of its business practices, affiliates, risks, conflicts, compliance policies and procedures, as well as to respond to evolving industry best practices.

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ITEM 4. ADVISORY BUSINESS

The Adviser

For purposes of this brochure, the “Adviser” or “HC Royalty” means HealthCare Royalty Management, LLC (“HCRM”), a Delaware limited liability company.

HC Royalty was launched in January 2007 in a strategic partnership with Cowen, Inc. (together with certain of its affiliates, “Cowen”), now known as TD Cowen, which is a division of TD Securities which is a subsidiary of The Toronto-Dominion Bank (“TD Bank”).

HCRM is managed by Vanderbilt Capital Partners, LLC (“VCP”) subject to an agreement with Cowen Investment Management, LLC (“CIM”) which entitles CIM to a minority vote on matters related to HCRM’s operations as well as to receive a portion of HCRM’s revenue and designate two persons on HCRM’s operating committee. VCP is ultimately owned and controlled by Clarke Futch. CIM is owned through certain subsidiaries by TD Bank.

Advisory Services

The Adviser provides investment advisory services to pooled investment vehicles that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”), and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”) (each, a “Fund” and collectively, the “Funds”). As the investment adviser of the Funds, the Adviser’s services consist of identifying opportunities for acquisition, management, monitoring, and disposition of investments of the Funds. Investment advice is provided directly to our Clients (as defined below). In the case of the Funds, such advice is subject to the discretion and control of the general partner of the applicable Fund. Investment advice is not provided individually to the limited partners of the Funds.

The Funds currently advised by the Adviser are: HealthCare Royalty Partners, L.P. (“Fund I”), HealthCare Royalty Partners III, L.P. and HealthCare Royalty Partners III-A, L.P. (collectively, “Fund III”), HealthCare Royalty Partners IV, L.P. and HealthCare Royalty Partners IV-A, L.P. (collectively, “Fund IV”), HCR H.O.P. Fund, L.P. (“HOP”), HCR Molag Fund, L.P. (“Molag”), HCR Potomac Fund II, L.P. (“Potomac II”), HCR Stafford Fund II, L.P. (“Stafford II”), HCRX Holdings, L.P. (“HCRX Holdings”), HCRX Intermediate Holdco, L.P. (“HCRX Intermediate”), HCRX Investments Holdco, L.P. (“HCRX Investments”) and HCR Canary Fund, L.P. (“Canary”). HCRM may, in its discretion, create additional funds or feeder or parallel funds in respect of its existing Funds in accordance with the relevant Fund’s governing documents (either by itself or with an affiliate), and may manage one or more separately managed accounts (collectively, the “Managed Accounts” and, together with the Funds, the “Clients”).

On behalf of its Clients, the Adviser seeks to achieve superior investment returns primarily by purchasing royalties and using debt-like structures to invest in commercial or near-commercial stage healthcare assets. The Adviser generally employs a strategy of pursuing investments that are able to generate consistent, predictable cash flows, attractive yields, and gross returns that are generally uncorrelated to the overall public and private capital markets.

The Adviser expects in the future to organize other investment funds, including feeder funds for the Funds or parallel funds for employees of the Adviser, or manage investment funds or separately managed accounts that may either co-invest with the Clients or follow an investment program similar to or different from the Clients’ programs. The Adviser may also establish special purpose vehicles or subsidiaries, and it or the Funds may invest in or act through such special purpose vehicles or subsidiaries or manage additional separately managed accounts.

Services are provided to the Clients in accordance with the Advisory Agreements with the Clients and/or organizational documents of the applicable Fund. Investment restrictions for the Funds, if any, are generally established in the organizational or offering documents of the applicable Fund.

HC Royalty does not participate in wrap fee programs.

Assets Under Management

The Adviser is reporting approximately \$3,473,373,635 in regulatory assets under management, all managed on a discretionary basis, as of December 31, 2023.

ITEM 5. FEES AND COMPENSATION

As provided under the governing documents and management agreements of the Clients, the Adviser or its affiliates will receive from the Clients both a quarterly management fee at a fixed rate and a performance fee or carried interest, as described further below. Although the Adviser has entered into agreements with the Clients providing for the below fees or carried interest, the Adviser may negotiate alternative fees, performance fees or carried interest amounts on a client-by-client basis with other funds or separate account clients in the future. Different client facts and circumstances will be considered in determining such fees or carried interest amounts, including the client's investment strategy, assets under management, account composition, reporting requirements, economies of scale, if any, and any other factors the Adviser deems relevant. All such fees will be set forth in agreements with such clients.

Management Fee

For Clients, a management fee (the "Management Fee") is, in most instances, charged as of the beginning of each calendar quarter as an aggregate fixed fee, which may vary as set forth in the applicable Fund organizational documents, calculated and payable quarterly in advance, as of the first business day of the next calendar quarter. In one instance, the Management Fee is payable quarterly, in arrears. In another instance, the Management Fee is called a personnel and operating expense and is charged in arrears based on a percentage of cash received over the quarter. The Management Fee is debited against the investors' accounts and paid to the Adviser for its services pursuant to the terms of the investment management agreement. The Management Fee is not generally negotiable, although the Funds may charge different rates depending on the size of investment and, if consistent with the applicable Fund's organizational documents, the Adviser may from time to time enter into letter agreements or other similar agreements (collectively, "Side Letters") with one or more investors which provide such investors with additional and/or different rights (including, without limitation, with respect to Management Fees) than provided in the governing documents of the Clients. The Adviser may, if consistent with the applicable Fund's organizational documents, reduce or waive the Management Fee with respect to certain investors. The Adviser generally waives the Management Fee for investments by certain affiliated entities, certain employees and certain strategic investors. Waived or reduced Management Fees may not be subject to offsets or reductions described herein. Due to waived or reduced Management Fees and/or the timing or receipt of compensation subject to offset, Fund investors may not get the full benefit of reductions or offsets. Management Fees are typically charged by the master fund with respect to funds structured in a master-feeder structure and therefore are borne indirectly by investors of feeder funds. The Management Fee is generally prorated for periods where services were provided for less than a full calendar quarter, in accordance with the applicable investment management agreement and organizational documents.

In addition, the Adviser and its affiliates may perform a broad range of advisory and other services, including administrative services related to securitizations and other similar financings (collectively, "Related Services") for, and receive fees from, actual or prospective portfolio investments ("Portfolio Investments") or the entities into which such Portfolio Investments are made ("Portfolio Companies") or

other investment vehicles of Clients and other affiliates of Clients as well as in relation to actual or prospective Portfolio Investment counterparties (each, a “Counterparty”). These fees may be substantial. Although these fees are in addition to the Management Fees, the Adviser will in most circumstances reduce the amount of Management Fees paid by the applicable Fund in connection with the receipt of such fees (subject to exceptions for certain securitization and administrative fees). The amount and manner of such reduction is set forth in the investment management agreements and/or organizational documents of the applicable Fund. Any such reduction of a Fund’s Management Fees will be limited to the extent of such Fund’s proportionate interest in any such Portfolio Company.

Fees, discounts or commissions earned by broker-dealer affiliates of the Adviser (or affiliates providing similar services with respect to loans) conducting a financial services, loan origination, structuring, underwriting, placement or other similar business as a broker, dealer, distributor, syndicator, arranger or originator of securities or loans do not reduce the Management Fee. These affiliated broker-dealer fees include but are not limited to offering, placement, syndication, underwriting, solicitation or similar or related fees in connection with activities for a Fund such as an initial public offering of securities and the distribution of debt or equity securities of a Portfolio Company, or similar activities with respect to loans.

Certain investors in the Client that are employees, former employees, business associates and other “friends and family” of the Adviser, its affiliates or their personnel (including any related entity established by any of the foregoing, such as trusts, charitable programs, endowments or related programs, family investment vehicles and other estate planning vehicles) (collectively, “Adviser Investors”) will not typically pay Management Fees or carried interest in connection with their investment in a Client. Furthermore, the Adviser may from time to time in the future establish certain investment vehicles through which Adviser Investors or other third parties may invest alongside one or more Clients in one or more investment opportunities, which generally do not pay Management Fees or carried interest. Notwithstanding that Adviser Investors will generally not pay Management Fees, Adviser Investors will generally pay for their pro rata share of certain Client expenses or the pro rata portion of such Adviser Investors’ expenses will be allocated to the Adviser or the general partner of the applicable Client.

Performance Fees and Carried Interest

Except as provided below, in most instances, the general partner of a Fund, an affiliate of the Adviser, will be apportioned and distributed a portion of the profits received by the Fund (the “Carried Interest”). Carried Interest paid by a Fund is indirectly borne by investors in such Fund. The Carried Interest is not generally negotiable, although the Adviser may from time to time enter into Side Letters with one or more investors which provide such investors with additional and/or different rights (including, without limitation, with respect to the Carried Interest) than provided in the governing documents of the Clients. The Adviser or the general partner may, in their sole discretion, reduce or waive the Carried Interest with respect to any investor. The Adviser and the general partner generally intend to waive a Fund’s Carried Interest for investments in such Fund by certain affiliated entities, certain employees and certain persons who have strategic relationships with the Adviser. Please see Item 6 below regarding Carried Interest. For one Fund, there is no carried interest, but instead there is a performance fee which is calculated and payable by the Client quarterly as a percentage of profit received by the Fund during such quarter and is payable in arrears on the first business day of the following quarter. For two other Funds, there is no carried interest, but instead a performance fee is paid based on income received over a one-year period, if such income exceeds a hurdle rate (in one case a hard hurdle, and in another case a modified soft hurdle). For two other Funds, there is no carried interest, but instead a performance fee paid based on income over a two-year period, if such income exceeds a hurdle rate (in one case a hard hurdle, and in another case a soft hurdle). Lastly, for one Fund, there is neither carried interest nor a performance fee.

Other Expenses

Generally, the Adviser will be responsible for and shall pay, or cause to be paid, all of its Normal Overhead Expenses, except as described below and as set forth in the applicable investment management agreements and organizational documents. For this purpose, “Normal Overhead Expenses” for a fiscal year include, without limitation, office overhead and compensation and employee benefits of the employees of the Adviser, and fees and expenses for administrative, marketing, clerical and related support services, office space and facilities and utilities. All other expenses will be borne by the Clients, including, without limitation, costs and expenses related to the sourcing, investigation, evaluation, development, research, purchase, holding and sale of Portfolio Investments and potential Portfolio Investments (whether or not consummated), expenses of counsel, accountants, an administrator, tax advisers and other consultants, including affiliated consultants (for example, the Senior Advisory Board and/or in some cases, industry advisors) and professionals, insurance costs, indemnification payments, litigation costs (including discovery requests), taxes, fees or other governmental charges, the preparation of tax returns, auditor fees, financial reports and other reports to limited partners and expenses of advisory committee and limited partner meetings, expenses attributable to the purchase, holding, sale, exchange, securitization or disposition of certain investments, including, without limitation, commissions, brokerage fees and other fees (including transaction fees payable to members of the Funds’ Senior Advisory Board, if any), and other ordinary and extraordinary expenses associated with the operation of the Clients and their investment activities. Please refer to the discussion of the Adviser’s brokerage practices in Item 12 below.

With respect to any new Client of the Adviser, it is anticipated that such Client shall bear the formation and initial expenses necessary for the incorporation of such Client and the initial offering and administration of the initial issuance of Client interests, as further described in such Client’s governing documents.

The Adviser and its supervised persons do not accept compensation or commissions for the sale of securities or other investment products.

Expenses jointly incurred (e.g., on behalf of multiple Clients) will be allocated in a fair and equitable manner in accordance with the Adviser’s policies and procedures and the Funds’ organizational and offering documents. Expenses may be treated as joint expenses even if initially incurred only for the benefit of one Client where the Adviser reasonably and in good faith expects such expense to ultimately benefit another Client. The appropriate allocation between Clients of expenses and fees generated in the course of evaluating potential investments (whether or not consummated), such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by the Adviser and its affiliates in their good faith discretion, consistent with the organizational and offering documents and investment management agreements of the Clients, as applicable. If multiple Clients evaluate a potential investment that is not consummated, the Adviser generally allocates fees and expenses generated in the course of evaluating such investment among such Clients based on the anticipated investment of each Client.

From time to time, the Adviser may create certain special purpose vehicles or similar structuring vehicles for purposes of accommodating certain tax, legal, and regulatory considerations of investors (“SPVs”). In the event the Adviser creates an SPV, consistent with the organizational and offering documents of the Funds, the expenses related to its organization and formation and other expenses incurred solely for the benefit of the SPV will typically be borne by the SPV, and indirectly, the investors thereof. In addition, expenses of the types borne by a Fund but associated with any feeder fund or similar vehicle organized to facilitate the participation of certain investors in the Fund (including, without limitation, expenses of accounting and tax services) may be borne by the Fund and indirectly, the investors thereof (even if such investors do not participate in any such feeder fund or similar vehicle).

With respect to allocating other expenses among Clients, to the extent not addressed in the organizational and offering documents and investment management agreement of a Client, the Adviser will make any such allocation determination in a fair and reasonable manner using its good faith judgment. The Adviser will make any corrective allocations and take any mitigating steps if it determines such corrections are necessary or advisable.

Allocation of Expenses

From time to time the Adviser will be required to decide whether certain fees, costs and expenses should be borne by the Adviser, a Client, a Portfolio Company, co-investors and/or a third-party (each, an “Allocable Party”) and if so, how such fees costs and expenses should be allocated among the relevant Allocable Parties. Certain fees, costs and expenses may be the obligation of one particular Allocable Party and may be borne by such Allocable Party or, fees, costs and expenses may be allocated among multiple Allocable Parties. The Adviser allocates fees, costs and expenses in accordance with a Client’s organizational documents. Typically, where fees, costs and expenses are incurred for the benefit of one Allocable Party, (for instance, with respect to a feeder fund created for the benefit of certain Client investors), the Adviser will allocate 100% of such fees, costs and expenses to such Allocable Party, subject to the terms of the organizational documents and the discretion of the Adviser. Similarly, to the extent fees, costs and expenses are incurred in connection with regulatory, tax, accounting, marketing or similar requirements applicable to a particular Allocable Party, the Adviser will typically allocate 100% of such fees, costs and expenses to such Allocable Party subject to any requirements in the organizational documents and the discretion of the Adviser. To the extent not addressed in the organizational documents of a Client, the Adviser will make allocation determinations among Allocable Parties on a fair and reasonable manner using its good faith judgment, notwithstanding its interest (if any) in the allocation (which such methodologies may include pro rata allocation based on the respective capital commitments of a Client, pro rata allocation based on the respective investment (or anticipated investment) of an Allocable Party in an investment, relative benefit received by an Allocable Party, or such other fair and equitable method as determined by the Adviser in its sole discretion). The Adviser will make any corrective allocations and take any mitigating steps if it determines in its sole discretion that such corrections are necessary or advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Client for a particular service will not always reflect the relative benefit derived by such Client from that service in any particular instance and the Adviser may determine an allocation of expenses to be fair and equitable even where a Client is required to bear more than its proportional share of such fees or expenses relative to other Allocable Parties receiving the same service or participating in the same transaction.

There may be occasions when one Allocable Party (the “Payor Allocable Party”) pays an expense common to multiple Allocable Parties (the “Allocated Parties”) (e.g., legal expenses for a transaction in which multiple funds and/or co-investors participate). On such occasions, each Allocated Party will reimburse the Payor Allocable Party for its share of such expense, generally without interest, after the payment is made by the Payor Allocable Party. In addition, there may be occasions where a Client procures borrowing through a subscription line or credit facility in order to make an investment, syndicating out a portion of the investment to another Allocable Party. Subject to the organizational documents, the borrowing Client will bear the entire cost of interest from the borrowing, even though the investment may ultimately be made by other Allocable Parties. Furthermore, while highly unlikely, it is possible that one of the Allocated Parties could default on its obligation to reimburse the Payor Allocated Party.

The Adviser may from time to time enter into arrangements with third-party advisers and consultants who provide services relating to deal-sourcing and investment opportunities, for which such advisers and consultants are paid compensation or other fees and/or are reimbursed for certain expenses. Any fees and expenses associated with such investment opportunities will be allocated to the applicable Client(s), consistent with the allocation process described above.

ITEM 6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As disclosed above under Item 5, FEES AND COMPENSATION, the Adviser is eligible to receive either a Carried Interest distribution of certain profits or a Performance Fee from all except one of the Funds. The Funds pay a Carried Interest or Performance Fee calculated at varying rates, subject to waivers or reductions for certain investor accounts.

The payment by some, but not all, Clients of a Performance Fee or Carried Interest, or the payment of such Performance Fee or Carried Interest at varying rates (including varying effective rates based on the past performance of a Client) may create an incentive for the Adviser to disproportionately allocate time, services or functions to Clients paying a Performance Fee or Carried Interest at a higher effective rate, or allocate investment opportunities to such Clients. Generally, and except as may be otherwise set forth in the governing documents of the Clients, this conflict is mitigated by policies and procedures of the Adviser, including contractual provisions and procedures regarding the formation of additional Funds and setting forth investment allocation requirements. Please also see Items 11 and 12 below for additional information relating to how conflicts of interests are generally addressed by the Adviser.

ITEM 7. TYPES OF CLIENTS

The Adviser currently provides investment advisory services to its Clients. Investment advice is provided directly to our Clients. In respect of the Funds, action on such advice is subject to the discretion and oversight of the general partner of each applicable Fund. The Adviser does not provide advice individually to the investors in the Funds.

Interests in the Funds are offered pursuant to applicable exemptions from registration under the 1940 Act and the Securities Act. Investors in the Funds may include high net worth individuals, trusts, estates, charitable organizations, pension plans, corporations, limited partnerships, limited liability companies, and similar entities.

The minimum initial investment in each Fund is \$10 million, subject to lesser amounts being accepted at the discretion of the general partner.

The Adviser may in the future provide advisory services to other funds and separately managed accounts for high net worth individuals, trusts, estates, charitable organizations, pension plans, corporations, limited partnerships, limited liability companies, and similar entities.

ITEM 8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

The central tenet to HC Royalty's strategy is to identify and acquire premier healthcare assets that meet the Adviser's rigid investment criteria. Key criteria typically include: (i) evidence of sustainable product revenues with a long (generally 5 to 10 years) duration, (ii) focus on medically necessary products, (iii) a differentiated product profile, (iv) positive reimbursement dynamic with significant willingness to pay, (v) market leading position, and (vi) strong barriers to entry around intellectual property, manufacturing and regulatory hurdles. While HC Royalty typically invests in cash-flowing products approved by the Food and Drug Administration (the "FDA"), some portion of the portfolio may be allocated to products not yet approved by the FDA or a comparable regulator.

Once assets are identified, HC Royalty employs its robust sourcing model to identify royalty owners or companies responsible for product sales. Prospective investments undergo a significant due diligence review process that has been refined and tested over more than a decade. The Adviser supplements its in-house due diligence capabilities with an external network of relationships with specialized industry experts who provide due diligence assessments, advice and expertise. After the risk profile and return profile of an asset are thoroughly researched, HC Royalty utilizes customized structuring techniques that are designed to protect investment capital.

HC Royalty's professionals have completed and structured over 200 financing transactions and the team utilizes this structuring expertise to optimize the return profile of its investment and to protect against specific risks identified in due diligence. This orientation, however, is done in the context that structuring should not take precedence over properly evaluating the strengths and weaknesses of underlying product assets, which if misjudged can ultimately negate any perceived structural protections.

Once an investment has been structured and completed, HC Royalty remains actively engaged in managing its portfolio. The Adviser closely monitors the product sales and cash flow performance of each investment, enforcing operational and financial covenants when necessary. HC Royalty regularly meets with counterparties, marketers and management teams to anticipate and manage any changes proactively that may impact returns. HC Royalty typically invests in cash flowing assets with the general intent to hold each investment through its term, receiving quarterly royalty or interest payments over the life of each investment, which is expected to average five to ten years. However, HC Royalty opportunistically looks to accelerate the return of capital through securitizations, royalty repurchases and the exercise of put and call options.

In an attempt to mitigate downside performance risk, while at the same time identifying attractive investment opportunities, HC Royalty typically utilizes the following basic criteria when reviewing investments:

- HC Royalty targets investments principally in commercial stage healthcare assets where the product is already approved by the FDA or comparable regulatory authorities.
- HC Royalty seeks to invest in products with substantial asset collateral protection, typically in the form of IP/patent protection, regulatory approvals, and manufacturing barriers.
- HC Royalty targets medically necessary products that often treat an unmet or underserved market need.
- HC Royalty seeks products with a favorable reimbursement dynamic and significant willingness to pay.
- HC Royalty seeks to acquire market leading products with an innovative product profiles that have potential to capture meaningful market share.
- The Funds typically seek investments ranging from \$20 to \$250 million, although Funds may make investments in lesser or greater amounts. For most transactions greater than \$200 million, HC Royalty anticipates funding part of the aggregate transaction value with capital from other providers of co-investment capital.
- HC Royalty targets investments where the Funds will be the most senior creditor in the capital structure with respect to the rights it acquires.
- HC Royalty looks for substantial asset value relative to the investment amount to create over-collateralization.

- HC Royalty invests in products with long-term cash flows that have expected portfolio term of generally five to ten years and investment terms can range from five to 15 years, depending on the remaining patent life.
- Before making an investment, HC Royalty completes a detailed valuation analysis on the applicable asset, including a bottom-up sales forecast, determination of operating expense requirements (where appropriate), review of the clinical need for the products and research on the competitive product landscape. HC Royalty also reviews the marketing company's capabilities, pipeline of complementary and competitive products, credit worthiness and therapeutic focus.

HC Royalty follows a bottom-up investment approach of first thoroughly analyzing the underlying healthcare product and subsequently utilizing customized structuring techniques to provide superior returns while mitigating the downside risk for each royalty investment. HC Royalty intends to create value through each of the following fundamental stages: (i) deal sourcing; (ii) due diligence and evaluation; (iii) structuring; and (iv) portfolio management. HC Royalty utilizes the team's significant relevant healthcare investing, operating, medical, structuring, and capital markets experience in an effort to further increase value for Clients.

INVESTMENT RISKS

An investment by a Client involves a high degree of investment risk, including the risk that the entire amount invested may be lost. Clients will make investments using strategies and financial techniques with significant risk characteristics. No guarantee is made that the investment objectives of a Client will be realized. Below is a list of potential investment risk factors that are reportable in this brochure. There is no guarantee that this is a complete list of the risks, that a Client will be able to control investment risks or that the risks will not aggregate in a manner adverse to a Client. Additional risks associated with an investment in a particular Client may be disclosed in the offering documents of that Client or investment management agreement or other documentation of the Client.

The risks associated with particular investments by a Client of the Adviser include, but are not limited to, the following:

Risks Associated with Portfolio Investments. Identifying and participating in attractive investment opportunities and helping to encourage the ongoing sales which result in royalty and similar payments is difficult. There is no assurance that a Client's investments will be profitable. There is a substantial risk that a Client's losses and expenses will exceed its income and gains, and a Client will fail to achieve its investment objectives and target returns. Any return on investment to the limited partners of a Fund or investor in the Managed Account will depend upon successful investments made on behalf of such Client by its general partner or the Adviser and its affiliates, as applicable. Many investment decisions by such general partner will be dependent upon the ability of its members and agents to obtain relevant information from non-public sources, and the general partner often will be required to make decisions without complete information or in reliance upon information provided by third parties that is impossible or impracticable to verify. For example, the general partner may not have access to records regarding the complaints received regarding a given product or the results of research and development related to products. The value of each investment will depend upon many factors beyond the general partner's control. Portfolio Investments may have material variations in cashflows from period to period, face intense competition, and experience failures or substantial declines in value. There is a significant risk that a Client's investments will fail to yield the Client's targeted returns for a number of reasons, including due to failures to meet sales projections, counterparty defaults, changes in the marketplace for particular products, unanticipated competition, discoveries of previously unknown health risks or failures of

management teams to execute on strategic plans. A Client may still hold some illiquid securities at the time of dissolution or termination of the investment management agreement, as applicable, with the result that such securities may be distributed in-kind or sold for a price that reflects their illiquid nature.

Forward-Looking Returns. The return goals for each Client are dependent, among other things, on building a portfolio of royalty interests and other Portfolio Investments and on numerous investment-specific assumptions that may not be consistent with future market conditions and that may significantly affect actual investment results. These assumptions typically will involve a significant element of subjective judgment and may be adversely affected by post-investment changes in market conditions. There can be no assurance the return goals will be achieved.

Nature of Investments. An investment in a Fund and investments held by a Client requires a long-term commitment, with no certainty of return. As with other types of instruments, royalty investments and the other anticipated Portfolio Investments involve the risk of loss in case of default or insolvency of the party obligated to pay the royalty, particularly since most royalty obligations provide for recourse only to specific assets.

Availability of and Ability to Acquire Suitable Investments. While the Adviser believes that many attractive Portfolio Investments of the type in which the Clients intend to invest are currently available, there can be no assurance that such investments will remain available throughout the life of a Client or term of the Managed Account. Past performance is not necessarily indicative of future performance. A Client generally will compete for attractive investments with other public or private vehicles, corporations, financial institutions or wealthy individuals or groups, some or all of which may have more capital and resources than a Client and different return objectives. These entities may invest in promising opportunities before a Client is able to do so or their competitive offers may drive up the prices of prospective Portfolio Investments, thereby potentially lowering returns.

Intellectual Property Protection Is Uncertain. In many cases, the perceived value in a Portfolio Investment is dependent upon protecting proprietary rights with respect to one or more products (“Portfolio Products”). In many cases, a party’s ability to pay the required royalty (such party, a “Royalty Obligor”), or the Client’s ability to realize a positive increase in the value of a Portfolio Investment with respect to a Portfolio Product, depends on obtaining and maintaining patent and trade secret protection of Portfolio Products, their use and the methods used to manufacture them, as well as successfully defending those intellectual property rights against third-party challenges. The degree of future protection to be afforded to Portfolio Products is uncertain because legal means afford only limited protection and may not adequately protect the rights of the entities with an interest in the Portfolio Product (an “Interested Party”) or permit them to gain or keep their competitive advantage. It is difficult and costly to protect the proprietary rights associated with Portfolio Products, and their protection cannot be ensured. There can be no assurance that any issued patents underlying Portfolio Products will provide sufficient protection to allow Interested Parties to conduct their business in the ordinary course. Interested Parties may incur substantial costs as a result of litigation or other proceedings relating to patent and other intellectual property rights related to Portfolio Products and they may be unable to protect their rights to, or commercialize, the applicable Portfolio Products. Moreover, there can be no assurance that Interested Parties will remain free from intellectual property infringement claims by third parties. If a third-party claims that an Interested Party is using inventions covered by the third-party’s intellectual property rights, that third-party may go to court to stop the Interested Party from engaging in its business in the ordinary course, which would likely adversely impact the value of the Client’s related Portfolio Investment. Intellectual property infringement lawsuits are costly, would likely affect the results of operations of the Interested Party and divert the attention of their management.

Unapproved Portfolio Products are Subject to Additional Risks. Some of a Client’s Portfolio Investments will likely relate to Portfolio Products which are in clinical development, or are otherwise not approved by

the FDA or other regulatory agencies. A failure to gain regulatory approval from the FDA or similar organizations would materially and adversely affect those Portfolio Investments. The regulatory approval process is expensive, time consuming and uncertain and may prevent Interested Parties from obtaining approvals for the commercialization of some Portfolio Products.

General Portfolio Product Risks. The ability of Interested Parties to maintain the value of Portfolio Products is subject to numerous risks. For example: (i) products that compete with Portfolio Products may reduce or eliminate royalties arising from Portfolio Products, because the market may come to embrace a competitor's products in lieu of Portfolio Products; (ii) ongoing marketing efforts for Portfolio Products may be unsuccessful; (iii) Portfolio Products may be found to be unsafe or become regulated to the point where it is no longer viable to continue sales of the Portfolio Products; (iv) insurance and similar reimbursement policies may change, resulting in decreased demand for Portfolio Products; (v) generic or similar products that compete with Portfolio Products may be approved, and sales of the related Portfolio Products would likely be adversely affected, thereby reducing the value of a Client's related Portfolio Investment; (vi) Portfolio Product liability claims and product recalls could harm the value of Portfolio Investments and result in sales of Portfolio Products being discontinued; (vii) interruptions in supply chains may prevent Portfolio Products from being manufactured and sold; and (viii) marketers of Portfolio Products may have interests that differ from those of a Client, and such marketers will, in most cases, be outside the control of the Adviser and the relevant Fund's general partner.

Currency. The Client's investments may be made, and/or based on product sales, in various countries. Accordingly, certain investments and any proceeds therefrom will be denominated in a variety of currencies. If so denominated, the value of these investments will fluctuate as a result of changes in currency exchange rates. In addition, the Client may incur costs in connection with conversions between various currencies. Potential investors should be aware, therefore, that movements in the value of currencies over the life of a Client or term of a Managed Account and currency conversion costs will affect the value of a Fund and the investments of a Client.

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

Regulatory Changes. Regulatory changes may have a material adverse effect on the performance of a Client's investments. Healthcare costs have risen significantly over the past decade. Current and future elected officials and members of Congress may enact and propose significant reforms to the U.S. healthcare system that may limit the prices that can be charged for the products in which Clients will invest, or the amounts of reimbursement available for those products from governmental payors or from other third-party payors. Various healthcare reform proposals have also emerged at the state level. If government reimbursement becomes unavailable or is not be available for a Portfolio Product, that would diminish sales of that Portfolio Product or decrease cash flows available to satisfy royalty payment obligations, thereby harming a Client's related Portfolio Investment.

Portfolio Products (and the related manufacturing facilities) will be subject to ongoing regulatory obligations and oversight, which may result in significant additional expense for Interested Parties and limit their ability to commercialize Portfolio Products. HC Royalty cannot predict what additional regulatory initiatives, if any, will be implemented at the federal or state level, or the effect any future legislation or regulation will have on the products in which a Client invests. However, an expansion in government's role in the U.S. healthcare industry may lower pricing and reimbursement for the products in which a Client invests.

Regulatory and legislative developments related to the federal budget of the United States could result in reduced reimbursement and payment policies for Portfolio Products and reduced royalty payments to a Client, among other negative consequences. Such developments could also make it easier for generic products to compete with Portfolio Products.

The above described regulatory developments and proposals, and future developments and proposals, could have a material adverse effect on the performance of a Client's investments.

Political and Economic Risks. Clients will be subject to various risks incidental to investing, including political and economic instability. Clients' investments may be sensitive to general downward swings in the overall economy or in their specific industries or geographies. Factors affecting economic conditions, including, for example, public market volatility, inflation rates, rising interest rates, currency devaluation, exchange rate fluctuations, industry conditions, competition, technological developments, domestic and worldwide political, military and diplomatic events and trends and innumerable other factors, none of which will be in the control of a Client or the Adviser, can substantially and adversely affect the business and prospects of a Client and its investments. Downturns in the U.S. or global economy, deteriorations in the condition of the market for healthcare products or adverse developments in the securities or credit markets may have an adverse impact on some or all of Clients' investments. While our Clients generally have a long-term investment horizon, there can be no assurance that the ongoing economic downturns in Europe and other jurisdictions will improve and it is possible that economic conditions may deteriorate globally. A further downturn in the European or a new recession in the U.S. or the economies of other countries in which a Client is considering investments may have a significant adverse effect on the performance of a Client.

Compliance with Changes in Applicable Laws. Clients and their investments will be required to comply with a variety of U.S. and non-U.S. laws and regulations. If any of the laws and regulations currently in effect change or any new laws or regulations are enacted, the legal requirements to which Clients and their investments may be subject could differ materially from current requirements and may materially adversely affect Clients and their investments. Compliance with laws and regulations as currently enacted or as subsequently enacted or modified, could require the Clients to dispose of all or part of its investment in one or more investments or take other actions that may be inconsistent with the Client's strategy in respect of one or more investments and consequently may materially adversely affect the Client's returns from such investments.

Recent Regulatory Developments for Private Funds and their Advisers. In recent years, the SEC has proposed and adopted, and continues to adopt, various changes to the rules relating to private funds and their advisers. On August 23, 2023, the SEC adopted previously proposed new rules and amendments to existing rules (collectively, the “Private Funds Rules”) under the Advisers Act specifically related to advisers of private funds.

The Private Funds Rules will impose new and substantial requirements on advisers and the funds they advise, including with respect to quarterly reporting, restricted activities, preferential treatment of investors, audit requirements, adviser-led secondaries and annual compliance reviews. The Private Funds Rules, in addition to any other new rules adopted by the SEC, are expected to significantly impact the business of the Adviser and its affiliates, a Client and/or its investments. As a result of the new rules, the Adviser may be restricted or refrain from providing information regarding a Client in response to investor requests. The Adviser will be required to circulate to all investors the material terms of any preferential treatment agreed in connection with investments in a Client (i.e., all side letter terms), without regard to any most favored nation provision. This may ultimately impact the Adviser’s decisions with respect to agreeing to certain preferential rights. The Private Funds Rules include certain audit requirements, which may require the Adviser to select a different auditor or obtain an additional audit, even if the Adviser does not believe it is in the best interest of a Client or its investors to do so. Further, many provisions of the Private Funds Rules require the Adviser to make a variety of subjective determinations as to whether and how such rules apply to a Client and the Adviser’s related obligations. The Adviser will face conflicts of interest in making such determinations, including for example with respect to whether certain fees and expenses may be charged to a Client, whether certain provisions may have a material negative impact on certain investors and whether certain allocations are fair and equitable. The Adviser’s and a Client’s compliance burdens and associated costs including, without limitation, insurance expenses, are also expected to increase. The Adviser also will be subject to increased risk of exposure to additional regulatory scrutiny, litigation, censure and penalties for noncompliance or perceived noncompliance as a result of the Private Funds Rules, and any noncompliance or perceived noncompliance with such rules may negatively impact a Client’s reputation as well as its investment activities, thereby materially reducing returns to investors.

Several trade groups representing private fund managers have filed a legal challenge to the Private Funds Rules and other legal challenges to the Private Funds Rules may be forthcoming. Regardless of the outcome of these lawsuits, the implementation of these new rules is expected to create additional burdens for advisers to private funds.

Third-party Litigation Costs. Client’s investment activities may subject them to the risk of becoming involved in litigation with third parties with respect to a Portfolio Investment. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would, absent certain conduct by the officers or employees of the general partner or the Adviser, typically be borne by the Client, would reduce its net assets and could require investors to return to a Fund capital and earnings previously distributed by a Fund. The Adviser, its affiliates, and other related parties generally are entitled to indemnification by Clients in connection with such litigation, subject to certain conditions described in the relevant organizational documents and investment management agreements.

Cyber Security Risks. With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, Clients and their service providers (including the Adviser) may be prone to operational and information security risks resulting from cyber-attacks and/or other technological malfunctions, despite the efforts the Adviser and the Clients’ service providers to adopt technologies, processes and procedures intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the security, confidentiality, integrity and availability of information belonging to the Clients and Fund investors. In general, cyber-

attacks are deliberate, but unintentional events may have similar effects. Cyber-attacks include, among others, stealing or corrupting the Adviser's data, a service provider's data, or data of the Funds' investors, preventing legitimate users from accessing information or services on a website, releasing confidential information without authorization, and causing operational disruption. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, encrypt or otherwise prevent access to these systems of the Adviser, the Clients' service providers and counterparties, as well as the data stored by these systems, including investor information. The Adviser and the Clients' service providers may be subject to ransomware or other attacks that could cause a substantial business disruption or loss of availability of data that could prevent the Clients and Adviser from executing its investment strategy or accessing an account, which could lead to financial losses. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of the Adviser's or a service provider's systems to disclose sensitive information in order to gain access to the Adviser's data or that of a Funds' investors or to transfer funds to unauthorized third parties. Successful cyber-attacks against, or security breakdowns of, the Clients, the Adviser, or a custodian or other third-party service provider may adversely affect the Clients or Fund investors. For instance, cyber-attacks may affect a Client's ability to calculate its NAV, cause the release of a Fund's investor information or confidential Client information, impede trading, expose Clients, a Fund investor or the Adviser's assets to theft or embezzlement, cause reputational damage, cause the inability to access electronic systems, cause physical damage to a computer or network system or costs associated with system repairs, and subject the Adviser or a Client to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, increased insurance premiums and additional compliance costs. In addition, the Adviser may incur substantial costs related to investigation and remediation of the cybersecurity incident, increasing and upgrading cybersecurity protections including its administrative, technical, organizational and physical controls, acts of identity theft, unauthorized use or loss of proprietary information, adverse investor reaction, increased insurance premiums or difficulties obtaining insurance coverage, or litigation, regulatory actions or other legal risks. While the Adviser has established business continuity plans and systems designed to prevent cyber-attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cyber security risks also are present for issuers of securities in which the Clients invest, which could result in material adverse consequences for such issuers, and may cause a Client's investment in such securities to lose value.

Risks of Artificial Intelligence ("AI"). The Adviser does not currently use AI, but it may decide to use AI in the future. The Adviser's ability to use, manage and aggregate data may be limited by the effectiveness of its policies, systems and practices that govern how data is acquired, validated, used, stored, protected, processed and shared. Failure to manage data effectively and to aggregate data in an accurate and timely manner may limit the Adviser's ability to manage current and emerging risks, as well as to manage changing business needs and to adapt to the use of new tools, including AI. While the Adviser may restrict certain uses of third-party and open source AI tools, such as ChatGPT, the Adviser's employees and consultants and a Client's portfolio companies may use these tools, which poses additional risks relating to the protection of the Adviser's and such portfolio companies' proprietary data, including the potential exposure of the Adviser's or such portfolio companies' confidential information to unauthorized recipients and the misuse of the Adviser's or third-party intellectual property, which could adversely affect the Adviser, a Client or its portfolio companies. Use of AI tools may result in allegations or claims against the Adviser, a Client or its portfolio companies related to violation of third-party intellectual property rights, unauthorized access to or use of proprietary information and failure to comply with open-source software requirements. Additionally, AI tools may produce inaccurate, misleading or incomplete responses that could lead to errors in the Adviser's and its employees' and consultants' decision-making, portfolio management or other business activities, which could have a negative impact on the Adviser or on the performance of a Client and its portfolio companies. Such AI tools could also be used against the Adviser, a Client or its portfolio companies in criminal or negligent ways. As the use and availability of AI tools has grown, the U.S. Congress and a number of U.S. federal and state agencies have been examining the AI tools and their use

in a variety of industries, including financial services. These agencies have issued proposed or adopted a variety of rules and other guidance regarding the use of AI. AI similarly faces an uncertain regulatory landscape in many foreign jurisdictions. Ongoing and future regulatory actions with respect to AI generally or AI's use in any industry in particular may alter, perhaps to a materially adverse extent, the ability of the Adviser, a Client or its portfolio companies to utilize AI in the manner it has to-date, and may have an adverse impact on the ability of the Adviser, a Client or its portfolio companies to continue to operate as intended.

Tax Reform Risks. Tax law is subject to change and various historic and current legislative proposals could affect the Clients and the investors. Under current law, capital gains in respect of a general partner's right to Carried Interest will be subject to a three-year "holding period" in order to be classified as "long term capital gains," while the corresponding holding period requirement with respect to capital gains that Client investors are allocated is one year. This Carried Interest holding period requirement could affect investment decisions, including the timing and structure of dispositions and other realization events, and it could adversely impact returns for investors. For example, the holding period requirement may incentivize the general partner to cause a Client to hold an investment for longer than three years in order for the general partner to obtain a preferential tax rate on Carried Interest, even if there are attractive realization opportunities prior to that time. Further, there are currently administrative and legislative proposals to further change the tax treatment of "carried interest" in ways that may be adverse to partners in the general partner. A general partner and the Adviser may take these potential adverse consequences into account in their management and operation of the Clients and in addressing these adverse consequences, the interests of the general partner and the Adviser, on the one hand, may diverge from the interests of the investors, on the other hand.

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

From January 1, 2021, European Union laws ceased to apply in the United Kingdom. However, many European Union laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced, or amended. Depending on the terms of any future agreement between the European Union and the United Kingdom on financial services, substantial amendments to English law may occur, and it is impossible to predict the consequences on the Client and its investments. Such changes could be materially detrimental to investors.

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

The future application of European Union-based legislation to the private fund industry in the United Kingdom and the European Union will ultimately depend on how the United Kingdom renegotiates the regulation of the provision of financial services within and to persons in the European Union. There can be no assurance that any renegotiated terms or regulations will not have an adverse impact on a Client and their portfolio companies, including the ability of a Client to achieve their investment objectives. Brexit may result in significant market dislocation, heightened counterparty risk, an adverse effect on the management of market risk, and, in particular, asset and liability management due in part to redenomination of financial assets and liabilities, an adverse effect on the ability of the Adviser and its affiliates to manage, operate and invest in a Client and increased legal, regulatory or compliance burden for the general partner, a Client, and/or its affiliates, each of which may have a negative impact on the operations, financial condition, returns, or prospects of a Client.

Areas where the uncertainty created by the United Kingdom's withdrawal from the European Union is relevant include, but are not limited to, trade within Europe, foreign direct investment in Europe, the scope and functioning of European regulatory frameworks (including with respect to the regulation of alternative investment fund managers and the distribution and marketing of alternative investment funds), industrial policy pursued within European countries, immigration policy pursued within European Union countries, the regulation of the provision of financial services within and to persons in Europe, and trade policy within European countries and internationally. The volatility and uncertainty caused by the withdrawal may adversely affect the value of a Client's investments and the ability to achieve the investment objective of a Client.

Benchmark Rate Risk. Prior to June 30, 2023, certain bonds and loans held by the Clients may have had floating interest rates based on the London Inter Bank Offered Rate ("LIBOR"). LIBOR is an estimate of the interest rates to borrow U.S. dollars, sterling, euros and certain other currencies in the London unsecured interbank market, and was widely used as a reference for setting the interest rate on loans, bonds and derivatives globally. Consistent with prior announcements by the United Kingdom's Financial Conduct Authority ("FCA"), the representative settings for all Swiss franc, euro, British pound sterling, Japanese yen, and U.S. dollar LIBORs are no longer available as of June 30, 2023, while synthetic 3-month British pound sterling LIBOR and 1-, 3- and 6-month U.S. dollar LIBOR settings are expected to cease at the end of March 2024 and September 2024, respectively.

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

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

SOFR Risk. SOFR is a relatively new index rate calculated based on short-term repurchase agreements backed by U.S. Treasury Instruments. While LIBOR is an unsecured rate, SOFR is a secured rate. SOFR, unlike LIBOR, reflects actual market transactions. Accordingly, SOFR is not the economic equivalent of LIBOR. Consequently, there can be no assurance that SOFR will perform in the same way as LIBOR would

have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, monetary policy, bank credit risk, market volatility or global or regional economic, financial, political, regulatory, judicial or other events.

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

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

Possibility of Fraud and Other Misconduct of Employees and Service Providers. Misconduct by employees of the Adviser, service providers to the Adviser or the Funds and/or their respective affiliates could cause significant losses to such Funds. 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 such Funds, the improper use or disclosure of confidential or material non-public information, which could result in litigation, regulatory enforcement or serious financial harm, including limiting the business prospects or future marketing activities of such Funds and noncompliance with applicable laws or regulations and the concealing of any of the foregoing. Such activities may result in reputational damage, litigation, business disruption and/or financial losses to such Funds. The Adviser has controls and procedures through which they seek to minimize the risk of such misconduct occurring. However, no assurances can be given that the Adviser will be able to identify or prevent such misconduct.

Coronavirus Outbreak Risks. The 2019 novel coronavirus (“COVID-19”) has meaningfully disrupted the global economy and markets. The global impact of COVID-19 has been evolving over the course of the pandemic and, at different points of time has, and may continue to have ongoing material adverse effects across many, if not all, aspects of the regional, national and global economy. The spread of COVID-19 among the Adviser’s personnel and its service providers would also significantly affect the Adviser’s ability to properly oversee the affairs of the Funds (particularly to the extent such impacted personnel include key investment professionals or other members of senior management). The full effects, duration and costs of the COVID-19 pandemic are impossible to predict, and the circumstances surrounding the COVID-19 pandemic will continue to evolve.

Impact of Economic, Health and Political Conditions. In the event of unfavorable general economic conditions such as a recession or economic slowdown in the United States and other countries, the business, operating results, financial condition and prospects of many of the Funds' portfolio investment companies would likely be materially and adversely affected, as would the value of the Funds' investments in such companies. Political unrest, war, acts of terrorism, pandemics, infections and diseases may also increase the risks inherent in the Funds' investments.

Environmental, Social and Governance Matters. The Adviser recognizes the importance of environmental, social and governance ("ESG") issues and considers them when evaluating new investments or investments strategies. In particular, the Adviser will only invest in products that have undergone clinical trials / testing in accordance with FDA or other equivalent agency regulations to ensure that the appropriate safety and ethical standards have been met. The Adviser believes the underlying products it invests in, and uses of capital, are in-line with the following U.N. Sustainable Development Goals: (Goal 3) Good Health and Wellbeing; and (Goal 9) Industry, Innovation and Infrastructure. ESG factors are only some of the many factors the Adviser will consider in making an investment or as part of ongoing engagement. Other factors may be given greater weight and the Adviser may not consider all of the ESG factors that an investor believes are important. The Adviser invests solely for financial return and does not seek to generate positive ESG impact as an investment goal. Its investments may not result in positive ESG impact and could adversely impact one or more ESG attributes. In addition, the Adviser's ESG integration may not align with the policies of or regulatory requirements applicable to a particular investor.

Prior to an investment decision for its consummated investments, the Adviser generally seeks to understand the ESG policies of the marketers for the products in which the Funds are successful in obtaining an interest.

Successful ESG integration on the part of the Adviser will depend on the Adviser's skill in properly identifying and analyzing material ESG factors and their relevance, and there can be no assurance that the Adviser will be successful in doing so. ESG integration is subjective by nature, and the criteria utilized by the Adviser or the judgment exercised it may not reflect the desired approach of any particular investor. Consideration of ESG factors may result in the selection or exclusion of certain investments, sectors, regions, countries or types of investments and/or the pursuit of particular ESG engagement strategies and initiatives. Such consideration carries the risk that the Adviser may underperform funds that do not take such ESG-related factors into account in the same manner. In addition, consideration and management of ESG factors may require the Adviser to rely on third-party information and data, which may be incomplete, inaccurate or unavailable. Limitations in such information and data may result in erroneous assessments by the Adviser.

ESG integration practices are evolving, including without limitation due to regulation, new and changing issues and areas of stakeholder focus, shifting investor sentiment (including so-called anti-ESG sentiment) and requirements and evolving investee company practices. Accordingly, the Adviser's ESG integration practices will continue to evolve and change, and they may do so in a manner that is adverse to financial return or a particular investor's goals. The Adviser will continue to make itself available to discuss ESG integration with the investors.

ITEM 9. DISCIPLINARY INFORMATION

Item 9 is not applicable to the Adviser, as it has no reportable material legal or disciplinary events.

ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Related Broker-Dealers and Affiliated Entities

TD Bank, through its subsidiaries, is entitled to a minority vote on matters related to the Adviser's operations as well as to receive a portion of the Adviser's revenue and designate two persons on its operating committee.

TD Bank is a publicly traded global bank (NYSE: TD) with a number of subsidiaries in the financial service industry such as retail and commercial banking, lending, asset management, investment banking, brokerage and trading. A lending affiliate of TD Bank has provided financing to a Portfolio Investment, and such affiliate or other TD affiliate may provide financing or other services to the Adviser and/or the Portfolio Investments in the future.

The Adviser is affiliated with the following U.S. registered broker-dealers: Cowen and Company, LLC, ATM Execution LLC, and Westminster Research Associates LLC. The Adviser's non-US affiliates include Cowen Execution Services Limited, a UK FCA registered broker-dealer. The above referenced entities are all (directly or indirectly) wholly owned subsidiaries of TD Bank.

The Adviser is also affiliated with Cowen Financial Products LLC, a registered security-based swap dealer.

In addition, the Adviser has the following related persons who are general partners, managing members or sponsors of limited partnerships: Cowen Investment Advisors LLC (dba Ramius Advisors LLC).

TD Bank's business (including the affiliated broker-dealers, lenders and investment advisers set forth above) generally operates separately from the Adviser, and although the Adviser and TD Bank may previously have shared certain compliance, technology and administrative functions, that is no longer the case. To the extent that a conflict arises that would not otherwise resolve itself in the ordinary course of the Adviser's and TD Bank's independent operations in the marketplace, any such conflict is addressed through direct communication between the Adviser and TD Bank's senior management and, as deemed necessary, in consultation with any relevant Fund's LP Advisory Committee or Board of Managers (as defined in the relevant Fund's organizational documents). As a result of this, we do not believe there are any material conflicts related to this relationship.

Related General Partners

Affiliates of the Adviser serve as general partners of the Funds. For a description of potential material conflicts of interest created by the relationship among the Adviser and the general partners, as well as a description of how such potential conflicts are addressed, please see Item 11 below.

Affiliations and Potential Conflicts of Interest

For a description of potential material conflicts of interest created by such relationships, as well as a description of how such potential conflicts are addressed, please see Item 11 below.

ITEM 11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

The Adviser has adopted a code of ethics (the “Code of Ethics”) that seeks to place the interests of Clients over the interests of any employees or certain other persons covered by the Code of Ethics (as used in this Item 11, “supervised persons”). The Code of Ethics requires all employees to comply with applicable U.S. federal securities laws at all times.

The Code of Ethics outlines written policies regarding personal trading in any brokerage or trading account in which a supervised person has any direct or indirect control or beneficial ownership. The personal trading policies adopted by the Adviser generally restrict personal trading of certain securities and require supervised persons to seek preclearance prior to trading in certain securities. A supervised person is required to disclose all of his or her personal account holdings to the Adviser upon becoming a supervised person. Supervised persons must provide certain quarterly and annual securities holdings reports and, subject to certain exemptions, supervised persons of the Adviser must hold their personal securities accounts at brokers approved by the Adviser which provide the Adviser with contemporaneous duplicate copies of all transaction confirmation statements and account statements.

Supervised persons are required to promptly report any violation or potential violation of the Adviser’s personal trading policies to a member of the Adviser’s legal department, who will then promptly inform the Chief Compliance Officer (“CCO”) of such violation or potential violation.

This summary of the Code of Ethics is qualified in its entirety by the Code of Ethics of the Adviser, which is available to Clients and prospective clients upon request.

Conflicts of Interest

The material reportable conflicts of interest that may be encountered by a Client include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by a Client. In addition, other potential conflicts may be disclosed throughout this brochure and in the offering documents of each Client and these materials should be read in their entirety. The Adviser has adopted policies and procedures to address and mitigate conflicts of interest, including those described below.

Co-Investment with other Funds Managed by the Management Company. It is expected that certain parallel funds and other vehicles, the investors of which may include affiliates of the Adviser (the “Co-Investing Funds”), either will invest in a Fund or will co-invest with a Fund in Portfolio Investments. Any investment by such entities in the Portfolio Investments will generally be allocated first to the applicable Fund in accordance with the Funds’ organizational documents and successor fund provisions and then to such entities, pro rata based on the amount of capital they have committed to the applicable Fund, subject to various factors set forth in the Adviser’s investment allocation policy. The Adviser makes allocation determinations in its sole discretion, consistent with organizational documents and written policies and procedures. All decisions made by the Adviser on behalf of the Co-Investing Funds in their capacity as a co-investor with a Fund will be made based on the best interests of the Co-Investing Funds, which may be in conflict with the best interests of the Funds or the other investors.

Activities of the Adviser. The Adviser, its affiliates, and the Adviser’s employees are not required to spend their full business time on the affairs of any Client. The Adviser and its employees manage a number of investment funds and accounts that invest in healthcare royalty transactions, including certain vehicles that may co-invest with other Clients in Portfolio Investments or make investments which a Client has declined

to make. The Adviser, its affiliates, and the Adviser's employees could engage in activities which could conflict with the interests of Clients and there can be no assurance that such conflicts will not interfere with the management of Clients.

Diverse Investors. Investors in a Fund will at times have conflicting investment, tax, regulatory, policy and other interests with respect to their investments in a Fund. Such conflicting interests of individual investors may relate to or arise from, among other things, the nature of investments made by the Fund, the structuring or the acquisition of investments and the nature and timing of dispositions of investments. As a consequence, conflicts of interest may arise in connection with the decisions made by the Adviser or its affiliates, including with respect to the nature or structuring of investments that may be more beneficial for one investor than for another investor, especially with respect to the investors' individual tax situations. The Adviser and its affiliates may make any such determinations in its sole discretion, including whether and to what extent to take into account the tax considerations applicable to one or more investors in making decisions for the Fund, the parallel funds and a Fund's subsidiaries. To the extent any such tax considerations are taken into account, a Fund and its subsidiaries may incur additional costs or expenses, potentially including additional tax or other risks that otherwise would not have been incurred, and may structure or dispose of investments in a manner that is less beneficial for other investors, than might otherwise have been the case.

Transactions with Fund Affiliates. The organizational documents of the Funds allow them to participate in transactions in which the Adviser, the general partner of a Fund (or any of their employees, members and/or principals or any limited partner) is directly or indirectly interested but generally only when such transaction is approved by the relevant Fund's LP Advisory Committee (as defined in the relevant Fund's organizational documents). The Adviser, its affiliates, and employees of the foregoing may invest in Funds and alongside Clients, either through a general partner of a Fund, as direct investors in the Funds or otherwise. In connection with such transactions, a Fund, on the one hand, and the Adviser, the general partner of a Fund, their employees, members and/or principals or limited partners, on the other hand, may have conflicting interests. The Adviser and the general partner of a Fund may also face conflicts of interest in connection with purchase or sale transactions (involving an investment by a Fund) with an affiliate of the Fund (including other Funds), including with respect to the consideration offered by, and the obligation of, the Adviser, the general partner of a Fund, and other affiliates.

Cross-Transactions. Subject to the terms of the relevant governing documents of a Client, in certain cases, the Adviser may cause a Client to purchase investments from another Client, or it may cause a Client to sell investments to another Client. Cross-transactions can create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Client may not receive the best price otherwise possible, or the Adviser might have an incentive to improve the performance of one Client by selling underperforming assets to another Client. Additionally, in connection with such transactions, the Adviser, its affiliates and/or their professionals (i) may have significant investments, or intentions to invest, in the Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser and its affiliates may receive management or other fees in connection with their management of the relevant Client involved in such a transaction, and may also be entitled to share in the investment profits of the relevant Clients. In connection with effecting these transactions for the applicable Clients, the Adviser will follow applicable investment management agreement organizational documents of the Client. To the extent such matters are not addressed in such documentation, the CCO is responsible for confirming, as applicable, that the Adviser (i) considers its respective duties to each Client, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party, and (iii) obtains any required approvals of the transaction's terms and conditions. The Adviser will not directly or indirectly receive any commission or other transaction-based compensation for effecting any such transaction, and the Adviser will not effect any such transaction for any Client where the Adviser

may be deemed to own more than 25% of the Client, unless such transaction complies with the requirements of the Adviser's principal transactions policy below.

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

To the extent not addressed in a Client's organizational documents, the Adviser will address conflicts of interest that arise in connection with continuation transactions as set forth above under "Cross Transactions."

Principal Transactions. Section 206 under the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the clients thereof, on the other hand. Very generally, if an investment adviser or an affiliate thereof proposes to purchase a security from, or sell a security to, a client (what is commonly referred to as a "principal transaction"), the Adviser must make certain disclosures to the client of the terms of the proposed transaction and obtain the client's consent to the transaction. Subject to the Clients' relevant governing documents, in connection with the Adviser's management of the Clients, the Adviser and its affiliates may engage in principal transactions. The Adviser has established certain policies and procedures to comply with the requirements of the Advisers Act as they relate to principal transactions, including that disclosures required by Section 206 of the Advisers Act be made to the applicable Client(s) regarding any proposed principal transactions and that any required prior consent to the transaction be received.

Personal Trading. Subject to the limitations set forth in the Clients' relevant governing documents, the Adviser, the general partner of a Fund, or their respective general partners, or their employees, members and/or principals or any other partner may buy or sell securities, private company interests or commodity interests for their own account. The records of any such trades will not be open to inspection by the Funds' investors or Clients. The Adviser maintains compliance policies and procedures, including personal trading policies, which are designed to reduce potential conflicts of interest (see "Code of Ethics" above).

Differential Information. Due in part to the fact that potential investors in a Fund (including potential investors in a co-investment vehicle or purchaser of a limited partner's interests in a secondary transaction) or Clients may ask different questions and request different information, the Adviser may provide certain information to one or more prospective investors that it does not provide to all of the prospective investors.

Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities. In connection with its investment activities, the Adviser may encounter situations in which it must determine how to allocate investment opportunities (including follow-on investments) among various Clients and other persons. In exercising its discretion to allocate investment opportunities and fees and expenses, the Adviser may be faced with a variety of potential conflicts of interest. For example, in allocating an investment opportunity among Clients with differing fee, expense and compensation structures, the Adviser may have an incentive to allocate investment opportunities to the Clients from which the Adviser or its related persons may derive, directly or indirectly, a higher fee, compensation or other benefit. In addition, the personnel of the Adviser invest indirectly in and may be permitted to invest directly in Funds and may therefore participate indirectly in investments made by the Funds in which they invest. Such interests will vary Fund by Fund. The existence of these varying circumstances may present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Client.

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

The Adviser has adopted written policies and procedures relating to the allocation of investment opportunities (as set forth on the Adviser's investment allocation policy and the relevant limited partnership agreement), and expects to make allocation determinations consistently therewith (for example, with respect to a particular investment opportunity, if some but not all is deemed appropriate for the current main fund, the remaining portion will be allocated to the other Clients pro rata based on their respective main fund commitment). The Adviser assesses whether an investment opportunity is appropriate for a particular Client(s), based on the Client's investment objectives, strategies and structure. A Client's investment objectives, strategies and structure typically are reflected in the Client's limited partnership agreement, investment management agreement, organizational documents and/or offering memoranda. Once the participating Client(s) have been identified and subject to any investment allocation requirements applicable to a Client, if more than one Client will participate in an investment opportunity, the Adviser allocates the investment opportunity among the Clients in good faith and in accordance with each Client's organizational documents and applicable advisory agreements as well as the Adviser's investment allocation policy, generally based on a number of criteria deemed appropriate by the Adviser, including, but not limited to, Clients' investment objectives, target returns, portfolio construction metrics and each Fund's investment concentration parameters including, without limitation, parameters such as geography, industry, issuer, volatility, leverage and other similar risk metrics), reserves (including whether a Fund is able to invest all capital required to consummate a particular investment opportunity), asset allocation targets and risk controls, as well as relationships with strategic investors, in each case, as applicable. In certain circumstances, an investor in a Fund may have entered into a side letter that alters such investor's ability to be invest a given investment. Such side letters may also be taken into account in allocating investments across Clients. If the amount of an investment opportunity exceeds the allocation to the Clients, and any such excess may be offered to one or more co-investors pursuant to the procedures included in such Clients' organizational documents/side letter agreements. There may be circumstances where an amount that could have otherwise been invested by a particular Fund is, instead, allocated to one or more co-investors, and there can be no assurance that an investment opportunity that comes to the attention of the

Adviser will not be allocated wholly or primarily to other entities or accounts, with a particular Client being unable to participate in such investment opportunity or participating only on a limited basis.

Subject to any restrictions contained in the offering and/or organizational documents of the relevant Client or any Side Letter or other terms negotiated with respect to such Client, in general, (i) no investor in a Client has a right to participate in any co-investment opportunity, (ii) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of the Adviser or its related persons, (iii) co-investment opportunities may, and typically will, be offered to some and not other investors in Clients, in the sole discretion of the Adviser or its related persons, and investors may be offered fewer co-investment opportunities than other investors in the same Fund, with the same, larger or smaller capital commitments to such Fund, and (iv) certain persons other than investors in the Clients (e.g., third parties) may be offered co-investment opportunities, in the sole discretion of the Adviser or its related persons. In exercising the Adviser's discretion to decide how to allocate investment opportunities among potential co-investors, the Adviser may consider some or all of a wide range of factors in the Adviser's sole discretion and as further set forth in the Adviser's policies and procedures. Each co-investment opportunity (should any exist) is likely to be different and allocation of each such opportunity will be dependent upon the facts and circumstances specific to that unique situation. Additionally, non-binding acknowledgements of interest in co-investment opportunities are not investment allocation requirements and do not require the Adviser to notify the recipients of such acknowledgements if there is a co-investment opportunity. However, the Adviser from time to time agrees to give particular investors, Funds, or other third parties priority access to co-investment opportunities. The existence of such priority co-investment access rights could affect the Adviser's decision to offer certain opportunities for co-investment and could limit the ability of Funds or their investors to be offered certain co-investment opportunities.

From time to time, a Fund may make an investment with the expectation of offering a portion of its interests therein as a co-investment opportunity to investors in the Fund or third parties. There can be no assurance that the Adviser will be successful in obtaining such co-investment, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Fund or that expenses incurred by the Fund with respect to such co-investment will not be substantial. In the event that a Fund is not successful in obtaining such co-investment, in whole or in part, the Fund may hold a greater concentration and have more exposure in the related investment opportunity than was initially intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic or business conditions with respect thereto. Further, the Fund would also then bear the entire portion of any fees, costs and expenses related to such investment. An investment that is not syndicated to co-investors as originally anticipated could significantly reduce a Fund's overall investment returns.

Conflicts Related to Purchases and Sales. Funds from time to time invest in conjunction with an investment being made by other Clients, or in a transaction where another Client has already made an investment. Conflicts may arise in connection with such investments. Investment opportunities may be appropriate for a Client at the same, different or overlapping levels of a capital structure or investment structure of a Portfolio Investment or Portfolio Company. Conflicts arise in determining the terms of investments, particularly where these Clients may invest in different types of securities in a single Portfolio Investment or Portfolio Company. Questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, whether payments should be accelerated, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether to enforce claims, whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, the terms of any work-out or restructuring or other concessions that may be given in such a situation raise conflicts of interest, particularly with Clients that have invested in different securities within the same Portfolio Investment or Portfolio Company, and the Adviser may be incentivized to choose a course of action that benefits one Client to the detriment of another Client. Certain Clients may invest in debt,

securities and other instruments of a Portfolio Investment or a Portfolio Company in which other Clients hold securities or other instruments or have contractual arrangements, including equity securities. Equity holders and debt holders have different (and often competing) motives, incentives, liquidity goals and other interests with respect to a Portfolio Company. In the event that such investments are made by a Client, the interests of such Client may be in conflict with the interest of such other Client, particularly in circumstances where the underlying company is facing financial distress. In such instances, it may be in the best interest of the Client holding debt securities to declare a default, accelerate a loan or take other protective actions, while such actions would harm another Client's equity investment in the Portfolio Company. The involvement of such Clients at both the equity and debt levels or in various contractual arrangements could inhibit strategic information exchanges among fellow creditors. In certain circumstances, Clients may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties of a Portfolio Company, or to finance growth or other opportunities, Clients may or may not provide such additional capital, and if provided each Client will supply such additional capital in such amounts, if any, as determined by the Adviser, subject to the terms of the relevant governing documents with respect to such Client. In the event one Client is unable to fund its share of additional capital (e.g., in the event such Client does not have sufficient available capital), the other Client may be obligated to fund more than its share of such amount. In such event, one Client may be obligated to fund more than its share of such amount. In such event, one Client will gain greater exposure to such investment than may have been intended and the other Client will be diluted in such investment. The returns of each Client may be negatively impacted as a result of the foregoing. In addition, a conflict may arise in allocating an investment opportunity if the potential investment target could be acquired by either a Client or a Counterparty or a Portfolio Investment of another Client. Investments by more than one Client in a Portfolio Investment or Portfolio Company may also raise the risk of using assets of a Client to support positions taken by other Clients. In addition, where more than one Fund invests in the same Portfolio Investment or Portfolio Company, there can be no assurance that such parties will dispose of investments at the same time or on the same terms. Investments disposed of at different times will likely be disposed of at different valuations and, as a result, each Fund may realize different returns as compared to the same investment held by another Fund. These variations in timing may be detrimental to a Fund. At the same time, if the Adviser determines it is advisable for a Fund to exit an investment at the same time as another Fund of the Adviser or its affiliates, the term of which may expire sooner than the former Fund's, such Fund may dispose of its interest earlier than it ordinarily would have and may, as a result, experience lower returns than it otherwise may have earned on such investments. In addition, investors may receive different consideration (for instance, investors in one Fund may receive cash whereas investors in another Fund may be provided the opportunity to receive distributions in-kind), which may impact the realized return ultimately received by each Fund.

Finally, in certain circumstances, if more than one Client is participating in an investment, one Client may bear more than its pro rata share of expenses relating to such investment if the other Client or Funds does not have the resources to bear such expenses (including, for instance, as a result of insufficient reserves and/or the inability to call capital to cover such expenses). In such circumstances described above, the Adviser could take steps to reduce the potential conflicts of interest between the various Clients, including causing a Client to take certain actions that, in the absence of such conflict, it would not take (e.g., a Client may divest itself of an asset it otherwise may have retained, the Adviser may establish information barriers, certain matters may be referred to an advisory committee or a third party, or a Client may only invest in securities that seeks to align the interests with other investing Clients). Any such steps could have the effect of benefiting one Client or the Adviser at the expense of another Client.

In such circumstances described above, the Adviser could take steps to reduce the potential conflicts of interest between the various Clients, including causing a Client to take certain actions that, in the absence of such conflict, it would not take (e.g., a Client may divest itself of an asset it otherwise may have retained, the Adviser may establish information barriers, certain matters may be referred to an advisory committee

or a third party, or a Client may only invest in securities that seeks to align the interests with other investing Clients). Any such steps could have the effect of benefiting one Client or the Adviser at the expense of another Client.

Employees and related persons of the Adviser and its affiliates have made or may make capital investments in or alongside certain Clients, and therefore may have additional conflicting interests in connection with these investments.

In addition, Funds from time to time invest in securities of companies in which officers, principals, employees and other related persons of the Adviser and its affiliates have previously invested for their own accounts. There can be no assurance that the return of a Client participating in a transaction would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed. A Client may invest in opportunities that other Clients have declined, and likewise, a Client may decline to invest in opportunities in which other Clients have invested.

The Clients, from time to time, co-invest with third parties through partnerships, joint ventures or other similar entities or arrangements. These investments may involve risks and conflicts that would not otherwise be present in investments where a third party is not involved. Such risks include, among other things, the possibility that the third party may have differing economic or business goals than those of the Client, or that the third party may be in a position to take actions that are inconsistent with the investment objectives of the Clients. There may also be instances where the Clients will be liable for the actions of such third party co-investors. There can be no assurance that the return of a Client participating in a transaction with a third party would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

In addition, the Adviser may consider an investment opportunity for one Client and then subsequently determine to have another Client or fund advised by the Adviser's affiliates make the investment. In making any such reallocation determination, the Adviser will consider a variety of factors, including those set forth above under "*Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities*". Conflicts of interest arise in connection with such a reallocation, including those set forth above under "*Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities*". In addition, a conflict of interest exists because the investing Client will benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the original Client for which the investment was initially considered. In certain cases, such reallocation determination can be expected to occur after a significant period of time has passed and the Client to which the investment was originally allocated has incurred substantial out-of-pocket expenses in connection with evaluating, investigating and diligencing such investment. The investing Client typically will not be required to reimburse the original Client for such expenses. In the event that the investing Client does reimburse the original Client for out-of-pocket expenses incurred in connection with evaluating, investigating and diligencing such investment, the investing Client typically will not pay interest on any such amounts reimbursed to the original Client. The Adviser experiences conflicts of interest in connection with causing one Client to incur expenses that may ultimately benefit another Client (or fund advised by its affiliate), and similarly experiences conflicts of interest in determining the need for, calculating the amount of, and effecting any such reimbursement, as such arrangements may involve the discharge of a liability that one Client (or fund of the Adviser's affiliate) owes to another Client, and in all such cases these determinations, calculations, and terms are not arm's length arrangements and there can be no assurance that the allocation of such expenses is in the best interest of the Clients. There can be no assurance that the amounts reimbursed to the original Client will be commensurate with the benefit received by the investing Client.

Follow-on Investments. Following its initial investment in a Portfolio Investment, a Client may decide to provide additional needed funds in connection with such Portfolio Investment or may have the opportunity to increase its participation in a Portfolio Investment. There is no assurance a Client will make follow-on investments or that a Client will have sufficient capital to make all or any of such investments and the amount of any follow-on investments after the Client's investment period is subject to limitations in their relevant governing documents. Any decision by a Client not to make follow-on investments or its inability to make such investments may have a substantial negative impact on a Portfolio Investment in need of such an investment or may result in a lost opportunity for a Client to increase its participation in a successful Portfolio Investment. In the event a Client does not participate in a follow-on investment opportunity and other investors provide the requested financing, a Client's investment in the Portfolio Investment may be substantially diluted. Further, investments to finance follow-on acquisitions may present conflicts of interest, including determination of the terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Client in a Portfolio Investment in which another Client has previously invested. In addition, a Client may participate in leveraging and recapitalization transactions involving Portfolio Investments in which another Client has already invested or will invest. Conflicts of interest may arise, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company/investment or purchasing securities with terms that are more or less favorable than the prevailing market terms.

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

Additionally, the Adviser at times will make a follow-on investment in a Portfolio Investment because such follow-on investment protects the rights given to the investing Client (or another Client) previously or for reputational or strategic reasons, even when such follow-on investment's valuation has decreased since the original investment. These reputational benefits and protections will, from time to time, benefit and/or accrue to other Clients and/or the Adviser at the expense of the current Client(s) investing in such follow-on investment.

Conflicts Relating to the General Partner and the Adviser. The Adviser has contracted and, subject to the limitations set forth in the relevant governing documents of a Client, may in the future contract with any related person of the Adviser (including but not limited to a Portfolio Investment or Portfolio Company of a Client) to perform services for the Adviser in connection with its provision of services to its Clients. When engaging a related person to provide such services, the Adviser may have an incentive to recommend the related person even if another person may be more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Additionally, former Adviser employees may also become employees, officers or directors of, or otherwise be engaged by, third-party service providers that provide services to the Adviser, the Clients, Portfolio Investments, and/or Portfolio Companies. While employed by the Adviser, the cost of the compensation, benefits and attributable overhead provided to these individuals are paid by the Adviser unless a Client's governing documents permit certain allocations of internal expenses to the Client. If a former Adviser

employee becomes an employee or consultant of a third party that also provides services to a Client, such former Adviser employee may be assigned by such third party to provide services to that account. In such instance, the cost of the third-party service provider attributable to the former Adviser employee working on the Client will be borne entirely by the Client and no such amounts will reduce the Management Fee paid or the Carried Interest distributed by such Client on the basis that such person used to be a former Adviser employee.

From time to time, the Adviser has and expects that in the future it will, in its discretion, select or recommend broker-dealers, lenders and other service providers to provide services to a Client or to a Portfolio Company thereof (in response to a solicitation for a recommendation or otherwise). Such broker-dealers, lenders and other service providers have in the past, and may in the future be: (i) the Adviser or a related person of the Adviser (including but not limited to a Portfolio Investment or Portfolio Company of a Client), (ii) an entity with which the Adviser or its affiliates or a member of their personnel has a relationship or from which the Adviser or its affiliates or their personnel otherwise derives financial or other benefit. Such relationships may influence decisions that the Adviser makes with respect to the Clients. When making such a selection and/or recommendation, the Adviser may, because of its financial or other business interest, have an incentive to select and/or recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lower cost.

The Adviser, its affiliates, and the officers, principals and employees of the Adviser and its affiliates may, subject to the restrictions and limitations set forth in the Clients' relevant governing documents, buy or sell securities or other instruments that the Adviser has recommended to Clients. In addition, officers, principals and employees may buy securities in transactions offered to but rejected by Clients or in securities of companies in which the Clients have previously invested. While the significant interests of the Adviser employee and officers generally align the interest of such persons with the Clients, such persons may have differing interests from the Client with respect to such investments (for example, with respect to the availability and timing of liquidity), creating conflicts of interest. Such transactions are subject to the policies and procedures set forth in the Adviser's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Clients. If officers, principals and employees of the Adviser have made large capital investments in or alongside a Client they may have conflicting interests with respect to these investments.

Because certain expenses are paid for by a Client and/or its Portfolio Investments or Portfolio Companies or, if incurred by the Adviser, are reimbursed by a Client and/or its Portfolio Investments or Portfolio Companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Client or its Portfolio Investment or Portfolio Company to incur) such expenses.

Fee Structure. Because the Advisory Fee is payable through liquidation of a Fund and there is a fixed investment period after which capital from investors in the Funds may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of the Funds, based upon net asset value of the Funds, this fee structure may create an incentive to defer the realization of investments and/or deploy capital when the Adviser may not otherwise have done so. In addition, the valuation of partially realized or unrealized investments from time to time may be zero or close to zero. Because the Management Fee, at certain times during the life of the Funds, payable to the Adviser is based on net asset value of the Funds relative to such investments, in such instances the Management Fee paid with respect to such investment will be higher than if the Management Fee payable were based on the fair value of such investment.

The Adviser has discretion in determining whether and when an investment has been written down, which impacts the calculation of Management Fees based on net asset value. As provided in the Funds' organizational documents, following the investment period of a Fund, the Management Fees with respect

to such Fund are typically calculated based on net asset value, which is reduced by any investments that are written down. As a result, a conflict of interests exists because the Adviser has an incentive to refrain from or delay writing down investments in order to ensure the Management Fee base does not decrease, which would result in higher Management Fees ultimately paid to the Adviser. In general, the Adviser evaluates several criteria in determining whether to write down an investment, including, without limitation, how long the investment has been held, length of time the investment has been marked down, materiality or markdown, anticipated holding period of the investment, volatility in valuation, impact of market conditions on valuation, other valuation methodologies showing increased valuations, and anticipated recovery path for the investment. The Adviser may change these criteria in its sole discretion from time to time and the Adviser has flexibility in determining the applicability and weight of these factors and has ultimate discretion in determining whether an investment should be written down. As a result, the Adviser is permitted to determine that even extremely distressed investments should not be written down. There can be no assurance that an investment, in hindsight, should have been written down or should have been written down at an earlier date.

Additionally, as discussed above, the Adviser and its affiliates are entitled to Performance Fees or Carried Interest under the terms of the investment management agreement and applicable organizational documents of the Adviser's Clients. The existence of the Performance Fee or Carried Interest may create an incentive for the Adviser or its affiliates to cause such Clients to make more speculative investments than they would otherwise make in the absence of performance-based compensation. In addition, the Adviser is incentivized to hold on to investments that have poor performance in order to receive ongoing Management Fees in the interim and, potentially, a more likely or larger Carried Interest distribution if such asset's value appreciates in the future. This incentive is increased by the presence of the clawback obligation of the Adviser.

Related Services. As described in Item 5 above, the Adviser and its affiliates may perform Related Services, and may, subject to the restrictions and limitations set forth in the Clients' relevant governing documents such as the relevant limited partnership agreement, receive fees from, actual or prospective Portfolio Investments or Portfolio Companies, investment vehicles of Clients and other affiliates of Clients as well as in relation to actual or prospective Counterparties. Such fees may be in addition to any Management Fees, Performance Fees or Carried Interest paid by such Clients to the Adviser. Additionally, a Counterparty may reimburse the Adviser for expenses incurred by them in connection with its performance of services for such Counterparty, and such reimbursements may not be subject to the agreements described below. This could create a conflict of interest between the Adviser and its affiliates and the Clients and their investors because the amounts of these fees and reimbursements may be substantial and such Clients and their investors generally do not have an interest in these fees and reimbursements. The Adviser may determine the amount of these fees for Related Services and reimbursements in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to Counterparties, and/or third party co-investors in its transactions, and the amount of such fees and reimbursements may not (except in connection with the reductions described below) be disclosed to investors in the Clients. The Adviser and its affiliates will in most circumstances reduce, in whole or in part, the amount of Management Fees paid by the applicable Client in connection with any receipt of the fees described above.

Business with Portfolio Companies and Investors. Given the collaborative nature of the Adviser's business and the Portfolio Investments or Portfolio Companies in which the Clients have invested, there may be situations where the Adviser is in the position of recommending a Portfolio Investment or Portfolio Company or a Counterparty's products or services to another Portfolio Investment, Portfolio Company or Counterparties. The Adviser may have a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective Portfolio Investments or Portfolio Companies and Counterparties for Clients, while the products or services

recommended may not necessarily be the best available to the Portfolio Investments or Portfolio Companies held by Clients or the Counterparties or the lowest cost.

The Adviser may have an incentive to recommend the products or services of certain investors in the Clients or their related businesses to the Clients or their Portfolio Investments or Portfolio Companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Clients or the Portfolio Investments or Portfolio Companies or the lowest cost. The Advisers and/or its affiliates may engage in business opportunities arising from a Client's investment in a Portfolio Investment (for example, without limitation, entering into a joint venture with an entity into which a Portfolio Investment has made or is making a proprietary investment in another Portfolio Investment or Portfolio Company) or a transaction with a Counterparty. The Adviser has service providers, including for example, investment bankers, outside legal counsel and accountants, who may be investors in a Client and/or who provide services to businesses that are competitors of the Adviser. The Adviser may have a conflict of interest with the Clients in recommending the retention or continuation of a service provider to a Client, Portfolio Investment or Portfolio Company or an Interested Party if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in a Client or will provide the Adviser information about markets and industries in which the Adviser operates or is interested, will provide other services that are beneficial to the Adviser and/or will provide financial sponsorship of events held by the Adviser (such as transaction closing dinners or outings, or informational summits or training events for the Adviser or Portfolio Company personnel). There is a possibility that the Adviser, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Certain members of a Client's advisory committee or similar governing body either are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in a Client. The general partner of a Fund may from time to time utilize the services of investors and their affiliates on an arm's length basis, as it deems appropriate.

Positions with Portfolio Companies. Employees of the Adviser may serve as directors of Portfolio Companies. In addition, employees of the Adviser may leave the employment of the Adviser or its affiliates and become an officer or employee of a Portfolio Company.

Side Letter Agreements. To the extent permitted under applicable law, the Adviser has entered into, and may in the future enter into, one or more Side Letters with certain investors in the Funds pursuant to which it and its affiliates grant to such investors specific rights, benefits or privileges that are not made available to investors in the Funds generally. Examples of such rights and benefits include more favorable economic arrangements and access to additional information as well as modification of representations, indemnification and/or liability and other obligations. As a result of such Side Letters, certain investors may receive additional benefits that other investors will not receive. To the extent permitted under applicable law, such agreements will be disclosed only to those actual or potential investors that have separately negotiated with the Adviser or its affiliates for the right to review such agreements. In addition, side letter arrangements with certain investors of the Funds impose additional restrictions on investing in certain types of assets, geographies or industries in order to meet certain legal, tax, regulatory, internal policy or other requirements of such investors. While these restrictions are intended to apply solely to such investors, they may ultimately restrict the investments made by an applicable Fund. Investors will have no recourse against a Client, the applicable Client's general partner, the Adviser or their respective affiliates in the event that certain investors receive additional or different rights or terms pursuant to such Side Letters, some of which rights may impact the rights and/or increase the obligations of other investors.

Certain Funds may establish an advisory committee, consisting of representatives of investors. A conflict of interest may exist when some, but not all, investors are permitted to designate a member to the advisory committee because those designating limited partners will, for instance, have greater information rights. The advisory committee may also have the ability to approve conflicts of interest with respect to the Adviser

and the applicable Fund, which could be disadvantageous to the investors, including those investors who do not designate a member to the advisory committee.

Advisory Affiliates. As described in Item 10 above, certain of the Adviser's investment adviser affiliates have their own clients. Although these affiliates focus primarily on a different investment strategy than the Adviser, clients of the Adviser and these affiliates may invest in the same Portfolio Investments or Portfolio Company, including in the same security or in different securities of such a Portfolio Investment or Portfolio Company and may invest in other Clients. Interests of the Adviser's Clients may therefore conflict with the interests of the clients of these affiliates as described elsewhere herein.

Providers of Operations Support. The Adviser and the Portfolio Companies will from time to time retain other companies and individuals ("Operations Support Providers"), which may be employees of Portfolio Companies of the Adviser's funds, employees and former employees of the Adviser, affiliates of the Adviser, third party consultants including specialized consultants, advisers, industry specialists, external executives, Senior Advisory Board members, "industry advisers" and "senior advisers" and similar professionals. The Operations Support Providers are engaged to provide operational support, specialized operations and consulting services and similar or related services to, or in connection with, one or more Portfolio Companies or prospective Portfolio Companies in relation to the identification, acquisition, holding, improvement and disposition of such Portfolio Companies and, from time to time, also provide "front office" functions with respect to a Fund, such as sourcing or other investment-related functions (such services, collectively, "Operations Support Services"). These services may include providing support to the Adviser or Portfolio Companies regarding, among other things, the Adviser's or Portfolio Company's management (including serving in management positions or participating in determining corporate strategy), supply chain, revenue and margin management (including determining sales/marketing strategy and retail strategy), data intelligence, finance (including generating metrics and reporting and business restructuring), human capital management (including recruiting personnel and determining executive/incentive compensation), information technology, corporate communications, customer service, sustainability (including, strategy, policy and reporting development), real estate matters and similar operational matters.

The nature of the relationship with each such Operations Support Provider and the time devotion requirements of each such Operations Support Provider may vary significantly. Certain Operations Support Providers may be subject to contractual obligations to exclusively provide certain services to the Funds and/or the Portfolio Companies. These arrangements may in certain circumstances be memorialized in a formal written agreement and in other circumstances may be informal. In certain cases, Operations Support Providers have attributes of Adviser personnel (for instance, they may have dedicated office space, receive Adviser administrative support services, participate in general meetings or events for Adviser personnel, have Adviser e-mail address or business cards), even though they are not employees, affiliates or personnel of the Adviser.

Pursuant to the organizational documents of the Funds, fees, compensation, expenses and attributable overhead associated with Operations Support Services ("Operations Expenses") may be paid and/or reimbursed by the Adviser and/or the Funds. In the event the individual is an affiliate or employee of the Adviser or its affiliates, any compensation paid to the employee will in turn be given to the applicable Fund. Operations Expenses may be determined at the discretion of the Adviser taking into account the particular Operations Support Services to be performed and compensation for such Operations Support Services may include an equity or other interest in a Portfolio Company. The determination of whether a service is an Operations Support Service will be made by the Adviser, in its sole discretion but will generally be based on whether third parties often provide such services to investment advisers or companies, and may include reimbursement of an allocable portion of an affiliated Operations Support Provider's compensation (including, without limitation, salary, bonus, payroll taxes and benefits including vacation time and sick

leave) and overhead (including, without limitation, rent, property taxes and utilities attributable to workspaces). Operations Expenses may also be incurred in respect of Portfolio Companies prior to the closing of the investment. In the event one or more Operations Support Providers (directly or indirectly) is providing services with respect to the Funds, such Operations Expenses will be allocated among the Funds as determined by the Adviser, as applicable in a fair and equitable manner. The Adviser's determination as to whether a service is an Operations Support Service, the categorization of any fees and expenses (e.g., as Operations Expenses) and the allocation of such fees and expenses shall be binding on the Fund and its investors. To the extent any such Operations Expenses are payable to any affiliated Operations Support Provider by the Funds or a Portfolio Company, such Operations Expenses will be retained by such Operations Support Provider and will not reduce the Management Fee or any other fees otherwise payable to the Adviser or its affiliates and will not benefit the Fund or its investors, even if the Operations Expenses paid by a Fund or a Portfolio Company have the effect of reducing any retainers or minimum amounts otherwise payable by the Adviser. It may be difficult to distinguish services provided by the Operations Support Providers from the investment advisory services provided to the Clients by the Adviser and its affiliates.

The Adviser and its personnel have in the past and may, from time to time in the future, receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of a Fund, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Fund expenses may result in "miles" or "points," rebates, or credit in loyalty/status programs to the Adviser and/or its personnel. Such benefits, rewards and/or amounts (whether or not de minimis or difficult to value), will exclusively benefit the Adviser and/or such personnel even though the cost of the underlying service is being borne by the Funds, its investors and/or the Portfolio Companies. In addition, an Operations Support Provider's benefits described herein (including, for the avoidance of doubt, compensation arrangements) will, in certain circumstances, continue after termination of status as an Operations Support Provider. Operations Support Providers will, from time to time, be offered the ability to invest in a Fund or in a particular investment as co-investor on preferred economic terms (including on a no-fee/no-carry basis).

Other Potential Conflicts. The Adviser and the Funds will generally engage legal counsel and other advisers in a particular transaction, including a transaction in which there may be conflicts of interest (e.g. cross transactions and other affiliated transactions). Members of the law firms engaged to represent the Funds may be investors in a Fund, and may also represent one or more Portfolio Investments or Portfolio Companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds, the Adviser and/or its affiliates, the parties may engage separate counsel in the sole discretion of the Adviser and its affiliates, and in litigation and other circumstances separate representation may be required.

In its discretion, the Adviser may have and may, as authorized by the applicable limited partnership agreement, investment management agreement and/or organizational documents, cause a Client and/or their Portfolio Investments, Portfolio Companies or Interested Parties to have, ongoing business dealings, arrangements or agreements with persons who are former employees or executives of, or consultants to, the Adviser. The Clients and/or their Portfolio Investments, Portfolio Companies or Interested Parties may bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there may be a conflict of interest between the Adviser and the Clients (or their Portfolio Investments, Portfolio Companies or Interested Parties) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that the Adviser may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

If a Client purchases in the secondary market, at a discount, debt securities of a company in which a Client has, for example, a substantial equity interest, (a) a court might require a Client to disgorge profit it realizes

if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (b) a Client might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. The effect of these transactions will vary from jurisdiction to jurisdiction.

Subject to the restrictions and limitations set forth in the limited partnership agreements or other governing documents of a Client, the Adviser, each Fund's General Partner, and Clients may lend money to the applicable Fund or another Client. Any such lending arrangements would create conflicts of interest between the applicable General Partner, the Adviser or affiliate, on the one hand, and the applicable Client acting as borrower, on the other hand.

Subject to the restrictions and limitations set forth in the limited partnership agreements or other governing documents of a Fund, each Fund's General Partner may withhold information from certain limited partners or investors in such Fund in certain circumstances. For instance, information may be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. The General Partner may elect to withhold certain information to such limited partners for reasons relating to the General Partner's public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

ITEM 12. BROKERAGE PRACTICES

As Clients invest primarily in relatively illiquid private investments, the Adviser anticipates that investments in publicly traded securities will be infrequent occurrences. However, to meet its fiduciary duties to its Clients, the Adviser has adopted written policies to address issues that might arise with respect to purchasing, holding, and selling publicly traded securities.

Brokerage Policy and Procedures

It is the Adviser's policy to execute portfolio transactions for Client accounts in the best interests of its Clients, including to seek to obtain "best execution" when placing orders with broker-dealers. Best execution means executing securities transactions so that a Client's total costs or proceeds and benefits in each transaction are the most favorable under the circumstances. However, in selecting a broker or dealer, the determining factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution. Therefore, in evaluating whether best execution is being obtained, the Adviser may take into account many factors as it deems relevant. In selecting a broker-dealer for any transaction or series of transactions, the Adviser does not adhere to any rigid formula but weighs a combination of factors that it deems relevant, including: net price, settlement capabilities and error resolution, electronic reconciliation capability, special execution capabilities, ability to execute large orders, to commit capital, and to minimize trading costs associated with implementing investment decisions, commission rates, reputation, including regulatory issues, financial strength and stability, efficiency of execution of small lots, value of research, other services provided by the broker-dealer (e.g. custodial services), and other matters involved in the receipt of brokerage services generally. When applicable, the Adviser will generally seek reasonably competitive commission rates; however, it does not necessarily pay the lowest spread or commission available. The Adviser has adopted procedures to help it apply this policy.

In order to ensure best execution and to oversee other operations of the firm, the Adviser's CCO, in consultation with the Adviser's executive officers, will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of the Adviser and each Client. The Adviser does not receive "soft dollars" in connection with its use of broker-dealers.

Directed Brokerage

The Adviser generally does not have client directed brokerage arrangements. Use of directed brokerage arrangements may deprive a Client of benefits that might otherwise be obtained by “bunching” the Client’s order with orders for other Adviser Client accounts and may result in the Client’s paying a higher commission rate, receiving less favorable execution than if the Adviser had discretion to select the broker or negotiate the commission rate, or orders being placed at different times and potentially after orders are placed for Clients who have not implemented directed brokerage arrangements.

Aggregation of Orders

The Adviser and its affiliates may aggregate (or bunch) the orders of more than one Client for the purchase or sale of the same publicly traded security although it has no obligation to do so. Portfolio managers often employ this practice because larger transactions can enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. In determining whether or not to “bunch” orders the Adviser relies on the judgment of certain of its personnel as to what course of action is likely to be fair and in the best interests of the relevant accounts on an overall basis.

The Adviser and its affiliates also may combine orders on behalf of Clients with orders for other Clients for which it or its affiliates have trading authority, or in which it or its affiliates have an economic interest. In such cases, the Adviser and its affiliates generally aggregates trade orders for publicly traded securities so that each participating Client will receive the average price for each execution of a transaction.

If an order for more than one Client for a publicly traded security cannot be fully executed, allocation shall be made based upon the Adviser’s procedures for allocation of investment opportunities, as described in Item 11 above.

ITEM 13. REVIEW OF ACCOUNTS

Oversight and Monitoring

The Adviser provides continuous advisory services for the Clients. The Portfolio Investments of each Client are formally reviewed not less than quarterly by the Adviser’s entire team of investment professionals.

Reporting

The Adviser provides reports in accordance with the applicable Client’s organizational and offering documents or investment management agreement and as may be agreed with particular investors. The Adviser has engaged an independent public accounting firm to prepare audited financial statements of the Funds within 120 days of the end of each fiscal year (or such shorter period as may be set forth in a Fund’s governing documents) or as soon as reasonably practicable thereafter.

ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION

The Adviser does not receive an economic benefit from someone who is not a Client for providing investment advice and other advisory services.

Neither the Adviser nor any related person directly or indirectly compensates any person who is not a supervised person, including placement agents, for client referrals. However, the Adviser or its affiliates have entered into placement agreements with certain placement agents (“Placement Agents”), pursuant to

which the Placement Agents have agreed to introduce potential investors to the Funds. The Placement Agents may receive compensation for such services from the Adviser or its affiliates.

ITEM 15. CUSTODY

Item 15 is not applicable to the Adviser, as the Clients' "qualified custodian" is not required to send account statements directly to the Adviser's Clients under the custody rule.

ITEM 16. INVESTMENT DISCRETION

The Adviser provides investment advice directly to its Clients pursuant to a written investment management agreement with each Client, subject to the discretion and control of the general partner of the applicable Fund, and not directly to the investors in the Funds. Powers of attorney and any restrictions on the Adviser's authority are set forth in the investment management agreement, organizational documents and subscription documents of the Client.

ITEM 17. VOTING CLIENT SECURITIES

The Adviser has adopted voting policies and procedures that are designed to ensure that in cases where the Adviser votes proxies with respect to Client securities, such proxies are voted in the best interest of its Clients, and in so doing, the Adviser will take into account a number of relevant factors, including, but not limited to (i) the impact on the value of the Client's investment, (ii) alignment of the Adviser's interests with the Client's interests, including establishing appropriate incentives for the Adviser, (iii) the anticipated costs and benefits associated with the proposal, (iv) the relevant Client's investment horizon and effect on liquidity, (v) customary industry and business practices, and (vi) any contractual obligations in the relevant advisory agreements, Fund organizational documents or comparable documents. The Adviser will abstain from voting (which generally requires submission of a proxy voting card or written consent) or affirmatively decide not to vote if the Adviser determines that abstaining or not voting is in the best interests of the applicable Client. In making such a determination, the Adviser will consider various factors, including, but not limited to: (i) the costs associated with exercising the vote (e.g. translation or travel costs); and (ii) any legal restrictions on disposition resulting from the exercise of a vote.

At times, conflicts may arise between the interests of a Client, on the one hand, and the interests of the Adviser or its affiliates, on the other hand, or between the Adviser's Clients. All Adviser investment professionals are expected to perform their tasks relating to the voting of votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Clients. If at any time any investment professional becomes aware of any potential or actual conflict of interest or perceived conflict of interest regarding any particular voting decision, he or she must contact the CCO, who will conduct a conflicts of interest review in accordance with the Adviser's policies and procedures. The CCO, in consultation with the Investment Committee and the relevant LP Advisory Committee (each as defined in the relevant Fund's limited partnership agreement), as appropriate, will use his best judgment to address any such conflict of interest and ensure that it is resolved in accordance with the Investment Committee's assessment of the best interests of the Clients.

This summary of the Adviser's voting policies and procedures is qualified in its entirety by the Adviser's voting policies and procedures. The Adviser will make information regarding how proxies were voted available upon request to any client and a copy of the Adviser's voting policies and procedures is available to any client upon request by contacting the CCO at (203) 487-8300.

ITEM 18. FINANCIAL INFORMATION

Item 18.A is not applicable to the Adviser, as it does not require or solicit prepayment of fees six months or more in advance.

In response to Item 18.B, the Adviser is not currently aware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to the Clients.

Item 18.C is not applicable to the Adviser, as it has not been subject to a bankruptcy petition during the past ten years.

ITEM 19. REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Item 19 is not applicable to the Adviser as it is not registered with any State securities authority.