

PRITZKER

PRIVATE CAPITAL

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This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of PPC Investment Partners LP, a Delaware limited partnership doing business as Pritzker Private Capital (“Pritzker Private Capital”). If you have any questions about the contents of this Brochure, please contact us at (312) 447-6050. 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 authority.

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

Additional information regarding Pritzker Private Capital is also available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Since the filing of Pritzker Private Capital's most recent Form ADV Part 2A on March 27, 2023, Pritzker Private Capital has closed on a new fund, PPC IV LP and its parallel funds, PPC IV-A LP and PPC IV-B LP.

Pritzker Private Capital intends to routinely make changes throughout its Brochure to improve and clarify the descriptions of its business practices and compliance policies and procedures or in response to evolving industry best practices and firm practices. The following items have been updated in this annual amendment to this Brochure:

- Item 4: Updated regulatory assets under management as of December 31, 2023;
- Item 5: Updated fees and expenses in connection with the new funds; and
- Item 8: Updated risk factors and potential conflicts of interest in connection with the new funds.

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Item 4 – Advisory Business

Pritzker Private Capital and its advisory affiliates provide investment advisory services to investment funds privately offered to qualified investors in the United States and elsewhere. Based in Chicago, Illinois, and with an office in Los Angeles, California, Pritzker Private Capital takes a long-term approach to building middle market companies within the manufactured products and services sectors. Pritzker Private Capital commenced advisory operations on January 1, 2018.

PPC Fund GP II LP, PPC GP III LP and PPC GP IV LP (each, a “General Partner” and, together with Pritzker Private Capital and their affiliated advisory entities, “PPC”) are affiliated with Pritzker Private Capital and are subject to the Advisers Act pursuant to Pritzker Private Capital’s registration in accordance with SEC guidance. The General Partners operate together with Pritzker Private Capital as a single advisory business. The applicable General Partner retains investment discretion and investors in the Funds (as defined below) do not participate in the control or management of the Funds. While the General Partners maintain ultimate authority over their respective Funds, PPC has been designated as investment adviser to the Funds.

PPC’s clients include the following investment vehicles:

- PPC Fund II LP (the “Main Fund II”);
- PPC Fund II-A LP (the “Blocker Fund II”);
- PPC Fund II-B LP (the “AI Fund II” and, together with Main Fund II and Blocker Fund II, “Fund II”);
- PPC III LP (the “Main Fund III”);
- PPC III-A LP (the “Blocker Fund III”);
- PPC III-B LP (the “AI Fund III” and, together with Main Fund III and Blocker Fund III, “Fund III”);
- PPC IV LP (the “Main Fund IV”);
- PPC IV-A LP (the “Blocker Fund IV”); and
- PPC IV-B LP (the “AI Fund IV” and, together with Main Fund IV and Blocker Fund IV, “Fund IV” and, together with Fund II, Fund III and any future private investment fund or investment vehicle to which PPC provides investment advisory services, the “Funds”).

The Funds are private equity funds that invest through negotiated transactions in operating entities, generally referred to herein as “PPC Companies.” PPC’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms

of investments, managing and monitoring investments and achieving dispositions for such investments. Although investments are made predominantly in non-public companies, investments in public companies are permitted. Each PPC Company has its own independent management team responsible for managing its day-to-day operations, although PPC typically designates representatives (including senior principals of PPC, other PPC personnel and third parties appointed by PPC) to serve on the PPC Companies' respective boards of directors or similar governing bodies or otherwise act to influence control over management of the PPC Companies in which the Funds have invested. In addition, in some cases, PPC will more directly influence the day-to-day management of the PPC Companies by installing certain individuals in various leadership roles, such as chief executive officer, chief operating officer, chief financial officer and other similar roles.

PPC's advisory services to the Funds are detailed in and governed by the relevant private placement memoranda or other offering documents (each, a "Memorandum"), limited partnership or other operating agreements or governing documents (each, a "Partnership Agreement") and are further described below under "Methods of Analysis, Investment Strategies and Risk of Loss." Investors determine the suitability of an investment in a Fund based on, among other things, these documents. Investment advice and authority for each Fund is tailored to the investment objectives of that Fund. PPC does not tailor its investment advisory services to the individual needs of investors in any given Fund. Investors in a Fund participate in the overall investment program for the applicable Fund, but are permitted in certain circumstances to be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the relevant Partnership Agreement. In accordance with industry common practice, the Funds and/or PPC have entered into side letters or other similar agreements ("Side Letters") with certain investors that have the effect of establishing rights (including economic or other terms) under, or altering or supplementing the terms of, the relevant Partnership Agreement with respect to such investors. These rights, benefits or privileges are not always made available to all investors, consistent with the Memorandum and general market practice. PPC will comply with all investor consent and disclosure requirements, including with respect to the treatment of Side Letters, in accordance with the private fund adviser rules adopted by the SEC under the Advisers Act. Side Letters typically are negotiated at the time of a Fund's formation and once invested in a Fund, investors generally cannot impose investment guidelines or restrictions on such Fund. There can be no assurance that the Side Letter rights granted to one or more investors will not in certain cases disadvantage other investors.

Prior to the formation of PPC, certain members of the PPC investment team were part of Pritzker Group Private Capital ("PGPC"), an investment division of Pritzker Group. Pritzker Group was founded in 2002 for the purpose of investing proprietary Pritzker family capital across private capital, venture capital and public market debt and equity strategies. Historically, PGPC oversaw the investment of proprietary capital in middle-market private companies on behalf of Pritzker Group. In addition to providing discretionary investment advice to the above-referenced PPC Funds, PPC also provides non-discretionary investment sub-advisory services to the manager of certain investment vehicles, trusts and other estate planning vehicles through which the

proprietary capital of Pritzker Group (or related persons thereof) historically has been deployed. Such investment vehicles, trusts and other estate planning vehicles generally are referred to herein collectively as the “Pritzker Investors.”

As described in the relevant Partnership Agreement, certain Pritzker Investors have the contractual right (and obligation) to co-invest alongside the Funds in each PPC Company *pro rata* with such Funds (based on the Funds’ and such Pritzker Investors’ respective shares of total commitments for investment and co-investment, respectively, in the applicable PPC Company), subject to certain variations and limitations further described in the relevant Partnership Agreement. Additionally (and as described in the relevant Partnership Agreement and Memorandum), to the extent PPC determines in its discretion that the amount of an investment opportunity exceeds the amount appropriate for a Fund, PPC expects to provide co-investment opportunities to certain investors or other persons, including other sponsors, market participants, finders, Senior Advisors (as defined below), consultants and other service providers, PPC personnel, certain other persons associated with PPC and the Pritzker Investors (any such amounts would be in addition to the amount co-invested by the Pritzker Investors on a committed basis pursuant to the preceding sentence). Such co-investments typically involve investment and disposal of interests in the applicable PPC Company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-investment holding vehicle purchases a portion of an investment from one or more Funds after such Funds have consummated their investment in the PPC Company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility. Any such purchase from a Fund by a co-investor or co-investment holding vehicle generally occurs shortly after such Fund’s completion of the investment to avoid any changes in valuation of the investment; however, in certain instances, a post-closing sell-down or transfer could occur well after the Fund’s initial purchase. Where appropriate, and in PPC’s sole discretion, PPC reserves the right to charge interest on the purchase to the co-investor or co-investment holding vehicle (or otherwise equitably to adjust the purchase price under certain conditions) and to seek reimbursement to the relevant Fund for related costs. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the relevant Fund.

As of December 31, 2023, PPC managed approximately \$7,661,270,527 in assets from advisory clients and committed co-investors, all managed on a discretionary basis, and provided advice with respect to \$1,412,915,975 in assets on behalf of the Pritzker Investors (and other co-investors participating in such investments) and PPC IDF I LP Series of the SALI Multi-Services Fund LP, an insurance dedicated fund (the “IDF”), each on a non-discretionary basis. Advice provided to the Pritzker Investors on a non-discretionary basis relates to a portfolio of legacy operating company assets owned by the Pritzker Investors and is described in more detail herein. Assets for which PPC provides non-discretionary advice and related investment and management services are not included in the regulatory assets under management disclosed in PPC’s Form ADV Part 1. PPC Management LLC, a Delaware limited liability company, acts as the general partner of Pritzker Private Capital. PPC is managed by Anthony N. Pritzker, Michael L. Nelson and

David A. Gau and owned by certain trusts and PPC professionals as described in more detail in PPC's Form ADV Part 1, Schedules A and B.

Item 5 – Fees and Compensation

In general, PPC receives a management fee and a carried interest in connection with the advisory services provided to the Funds. PPC or its affiliates also receive additional compensation in connection with management and other services performed for the PPC Companies, and a Fund's share (excluding investments made by the relevant General Partner through such Fund) of such additional compensation will offset the management fees otherwise payable to PPC. Investors in a Fund also bear certain expenses as described below. Finally, the PPC Companies reimburse PPC for certain expenses advanced on their behalf. Investors should refer to the Partnership Agreement of the applicable Fund for a complete understanding of how PPC is compensated for its advisory services to such Fund. The information contained herein is a summary only and is qualified in its entirety by such documents.

Management Fees

Each Fund pays PPC a management fee (the "Management Fee") equal to 1.5% on an annual basis of the non-affiliated partners' percentage of the aggregate investor capital commitments of such Fund ("Commitments"). Investors participating in a closing after the effective date of the relevant Fund bear the Management Fee from the effective date, including interest thereon. Upon the earliest to occur of certain events specified in the relevant Partnership Agreement (*e.g.*, the expiration of a Fund's five-year investment period, or the date on which PPC begins to receive or accrue Management Fees with respect to a successor Fund having a similar investment strategy, objective and criteria as the current Fund), the Management Fee will be reduced and will equal 1.5% of the non-affiliated partners' percentage of the aggregate funded Commitments, as reduced by permanent write-downs and distributions constituting returns of capital. Upon the tenth anniversary of the effective date of a Fund, the Management Fee will be further reduced (although, in no event, below zero) by an additional 0.1% per year thereafter. The Management Fee is calculated and accrued on a quarterly basis in advance. A portion of the committed capital that PPC "calls" or "draws down" from time to time from investors is permitted to, and frequently is, used to pay accrued Management Fees. The Management Fee will be payable until all PPC Companies are distributed or until PPC's relationship with the applicable Fund is terminated for other reasons (as described in the relevant Partnership Agreement). Installments of the Management Fee payable for any period are calculated based on the actual number of days in such period.

The amount of Management Fees generally will not correspond with fluctuations in a Fund's net asset value, including following the stepdown date, and will not be reduced in connection with any write-downs (whether temporary or permanent), except in the case of investments that have been permanently written down. Permanent write-down determinations are made in the discretion of the PPC Valuation Committee in accordance with the relevant Governing Documents and PPC's valuation policy. Except where the Partnership Agreement expressly provides to the contrary, Management Fees will not be reduced (in whole or in part) in the case

of partial distributions or partial sales of investments. In addition, Management Fees generally will not be reimbursed or refunded under the Partnership Agreement in the event of realizations, dispositions or partial write-downs that occur partway through the relevant calculation period. Further, where there has been a partial disposition or permanent write-down of a Fund's investment and the fair market value of the investment following such event exceeds the total amount of the Fund's investment contributions relating to the investment, the Partnership Agreements do not require Management Fees after the stepdown date to be reduced.

As permitted under certain Partnership Agreements, the relevant General Partner is permitted to reduce all or a portion of any capital contribution it is required to make in satisfaction of its commitment to the participating Fund. In such cases, the Management Fee that would otherwise be payable by investors in the applicable Fund is waived or reduced by an amount equal to the reduction in the General Partner's capital contribution to such Fund. Waived portions of the Management Fee are treated by the Partnership Agreements as deemed capital contributions by the relevant General Partner, which is effectively invested in the relevant Fund on such General Partner's behalf, and operates to reduce the amount of capital the applicable General Partner would otherwise be required to contribute to the Fund. Investors participating in a fee waiver program are required to make a *pro rata* capital contribution on the General Partners' behalf according to their respective commitments to the participating Fund in connection with any such waiver and, as a result, the exercise of such waiver has the potential to result in an acceleration of investors' capital contributions. Not all Funds will participate in the fee waiver and PPC will determine in its discretion how much of the Management Fee amounts to waive for each Fund. Waived or reduced Management Fees are not subject to the Management Fee offsets, and the amount of such waived or reduced Management Fees has the potential to be significant.

The Management Fee will be reduced by an amount equal to all of a Fund's fully diluted *pro rata* share of closing fees, financing fees, investment banking fees, placement fees, excess organizational costs, commitment fees, breakup fees, litigation proceeds from transactions not consummated, monitoring fees, consulting fees, directors' fees and other similar fees, in each case paid to PPC or its partners and employees (such fees, "Transaction Fees"), but less any amount necessary to reimburse such parties for all unreimbursed costs and expenses (other than ordinary overhead and administrative expenses) incurred by them in connection with any consummated or unconsummated transactions or in connection with generating any such fees. Accordingly, a Fund will, in most such cases, only benefit from the Management Fee reduction described above with respect to its allocable portion of any such Transaction Fees and not the portion allocable to any other person (which could include other Funds, third parties, PPC Company management or employees and/or others) that holds an economic interest in the applicable investment. Further, any such reduction of a Fund's Management Fee is only applicable to the extent a Management Fee is payable by a Fund currently or in the future. In the event a Fund does not pay a Management Fee or does not have an offset provision requiring the reduction of Management Fees, PPC will retain the credited offset portion of supplemental fees allocable to these Funds without reduction.

To the extent that such an offset credit would reduce the Management Fee for a given period below zero, the credit will be carried forward for application against future Management Fees payable in cash, and if a credit remains upon dissolution, a payment will be made to investors that have not elected to waive such amount for tax or other reasons. As described in more detail in the Partnership Agreement of each Fund, the following amounts received by PPC or its partners or employees or the Senior Advisors (as defined below) from a PPC Company are not considered Transaction Fees and therefore do not offset the Management Fee: (i) reimbursements for expenses directly related to such PPC Company or a prospective investment, including expenses incurred in connection with transactions not consummated; (ii) payments for services provided to any PPC Company in its ordinary course of business; (iii) compensation for services provided by such individuals as an employee of or in a similar capacity for, including any secondment or similar arrangement on a full-time or interim basis, or by any Senior Advisor to, such PPC Company or any of its subsidiaries; (iv) profits interests or compensation to an affiliate that was entered into prior to such person becoming an affiliate of PPC, regardless of when the interests, compensation or amounts crystallize or vest; (v) paid to third parties (and not to PPC or its employees) who PPC appoints to the board of a PPC Company; and (vi) any PPC Company directors' or board fees paid by a former PPC Company to a PPC employee who remains on the company's board of directors following a Fund's disposition of its investment in the company, if applicable.

As a matter of practice, PPC is typically paid fees of the type referred to above from, on behalf of or with respect to co-investors or potential co-investors in an investment (including the Pritzker Investors). In certain circumstances, PPC expects that co-investors, lenders, consultants or other parties will negotiate the right to share a portion of such fees from a particular investment, and the above-described offset percentage generally will be applied after excluding any amounts paid to such persons. The portion of any such fees received attributable to amounts co-invested (or on behalf or with respect to any co-investors in a Fund investment), which is expected to be significant, will not reduce the Management Fee payable by any Funds that have also invested in such investment, and as a result a Fund will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee that relates to such co-investors. Receiving an allocable amount of Transaction Fees that do not offset the Management Fee gives PPC an incentive to maximize such amounts and to make and structure and potentially syndicate investments that could generate such amounts.

Additionally, as further described below and in the applicable Memorandum and/or Partnership Agreement of each Fund, it is PPC's practice to retain certain senior advisors and/or other similar operating consultants (the "Senior Advisors") to provide services to (or with respect to) certain Funds and/or PPC Companies in which one or more Funds invest. Such Senior Advisors generally receive compensation and other amounts described herein, but no such amounts will result in additional offsets to the Management Fee.

In exchange for providing non-discretionary investment sub-advisory services to the manager of a legacy portfolio of private equity investments held by the Pritzker Investors, PPC is entitled to

receive reimbursement for certain expenses, in addition to a quarterly fee relating to an annual amount adjustable year-to-year by mutual agreement between PPC and the Pritzker Investors.

Carried Interest

The relevant General Partner is entitled to receive a carried interest with respect to each Fund equal to 20% of all realized profits subject to an 8% annually compounded preferred return, as more fully described in the relevant Partnership Agreement and briefly in Item 6 below. The carried interest distributed to the General Partners is subject to a potential giveback at the end of life of such Funds, as well as certain interim givebacks, if the applicable General Partner has received excess cumulative distributions.

Other Information

Each General Partner is permitted, in its sole discretion, to reduce or waive all or a portion of the Management Fee and other fees. PPC is permitted to exempt certain “affiliated partner” investors in the Funds from payment of all or a portion of Management Fees and/or carried interest, including PPC and any other person designated by PPC. For example, neither PPC nor the relevant General Partner receives any Management Fees or carried interest in respect of investors in AI Fund II, AI Fund III or AI Fund IV. Any such exemption from Management Fees and/or carried interest can be made by a direct exemption, a rebate by PPC and/or its affiliates, or through other Funds which co-invest with a Fund. For example, in instances where a PPC professional or Senior Advisor (or an affiliated entity thereof) invests in a Fund, such professional (or such affiliated entity) generally will be exempt from payment of the Management Fee and carried interest with respect to such Fund (although such investors generally pay their *pro rata* share of certain Fund expenses). Additionally, to the extent permitted by the relevant Partnership Agreement, PPC has the right to permit investors, affiliated with PPC or otherwise, to invest through the relevant General Partner or other vehicles that do not bear Management Fees or carried interest (although such investors generally pay their *pro rata* share of certain Fund expenses). PPC also retains flexibility to structure its compensation from investors, including by invoicing an investor directly for Management Fees or other compensation, rather than deducting such amounts from the investor’s capital account(s).

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Partnership Agreement, over the term of the relevant Fund, and investors generally are not permitted to withdraw or redeem interests in the Funds.

Principals or other current or former employees of PPC generally receive salaries and other compensation derived from and including portions of the Management Fee, carried interest or other compensation received by PPC or its affiliates.

Fund Expenses

In addition to the Management Fee and carried interest payable to PPC, each Fund bears certain expenses, which vary across Funds. As set forth more fully in the applicable Memorandum and/or Partnership Agreement of each Fund, to the extent not reimbursed by a PPC Company or applied to reduce Transaction Fees and whether or not incurred by a General Partner, PPC or any of their respective affiliates, a Fund bears all expenses relating to such Fund's activities, investments and business, including fees, costs, expenses, liabilities and obligations relating or attributable to such Fund's (and its subsidiaries' and intermediate entities') activities, investments and business, including:

- activities with respect to the origination, identification and sourcing of investment opportunities for the Funds, including attending and sponsoring industry conferences and events, meeting with consultants, finders, broker-dealers, investment banks and other sources of investments and developing and maintaining an investment pipeline;
- pursuing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing, acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, PPC Companies and a Fund's actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other costs payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third-party diligence and deal-sourcing software and service providers, consultants and similar professionals in connection therewith, any associated costs related to subscriptions to periodicals, databases and/or research services and any costs related to transactions that have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful;
- indebtedness of, or guarantees made by, a Fund or PPC on behalf of the relevant Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee;
- financing, commitment, origination and similar activities;
- broker, dealer, finder (including both buy-side and sell-side fees), underwriting (including both commissions and discounts), loan administration, private placement fees, sales, commissions, investment banker, executive recruiter (including with respect to the retention of potential PPC Company executives) and similar services;
- brokerage, sale, custodial, depository, local paying agent, trustee, record keeping, account, registered office and similar services (including a depository appointed pursuant to the Alternative Investment Fund Managers Directive (the "AIFMD") or any law, rule or regulation relating to the implementation thereof in any relevant jurisdiction), and any, Swiss representative, paying agent or ombudsman appointed

pursuant to the CISA and the FinSA, as well as any similar law, rule or regulation relating to the implementation thereof;

- reporting, filings and other ongoing compliance requirements contemplated by the AIFMD, the CISA, the FinSA, the SFDR and/or the EU Taxonomy Regulation (as required), or any similar law, rule or regulation (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings and compliance obligations related thereto), including secondary legislation, regulation, rules and/or associated guidance, and any related requirements;
- legal, accounting, research, auditing, technology, administration (including costs associated with compliance with any anti-money laundering laws and regulations and any third-party administrator and administration, tracking or reporting software), information, appraisal, advisory, valuation (including third-party valuations, fairness opinions, appraisals or pricing services as well as costs related to the establishment or maintenance of such other services), consulting (including consulting and retainer fees, salary and other compensation paid to, and benefits or personnel costs provided to or on behalf of, the Senior Advisors, consultants performing investment initiatives or providing services related to environmental, social and governance investment considerations and policies, consultants providing services relating to PPC Company employment and executive search matters and other similar consultants), tax and other professional services (including costs related to the establishment or maintenance of any such activities or services);
- activities with respect to establishing, implementing, monitoring, reporting on, and/or measuring the impact of environmental, social and governance policies, initiatives, commitments, and programs with respect to the Funds or their investments or prospective investments (including costs charged by any affiliated environmental, social and governance service providers) and other costs incurred by or services utilized by PPC, or PPC Companies, in connection with Fund- or PPC-level environmental, social and governance reporting on behalf of PPC;
- reverse breakup, termination and other similar arrangements;
- insurance, including directors and officers liability, fidelity bond, management liability, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance (and regulatory costs, including any costs related to any retention or deductibles and broker costs, fees and commissions), and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance;
- filing, title, transfer, survey, registration and other similar activities;
- printing, communications, mailing, courier, marketing and publicity;

- the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms, other communications with Fund investors, or any other administrative, compliance or regulatory filings or reports (including Form PF and U.S. Bureau of Economic Analysis reports) or other information, including costs of any third-party service providers and professionals related to the foregoing;
- compliance with any tax or financial account reporting regime, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing;
- developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting, customer relationship management, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services) for the benefit of a Fund or its investors;
- any activities with respect to protecting the confidential or non-public nature of any information or data (including any costs incurred in connection with the EU Data Protection Law (or other data protection laws implemented in other jurisdictions) or Freedom of Information Act);
- to the extent provided in the relevant Partnership Agreement, or otherwise approved by a General Partner in its sole discretion, activities or proceedings of the relevant Fund advisory board (including any out-of-pocket costs incurred by representatives of PPC, the members of the advisory board, permitted observers and other persons attending or otherwise participating in meetings of the advisory board) and legal counsel engaged by the advisory board to advise them with respect to any matter relating to a Fund, including any right or obligation of the advisory board with respect thereto;
- indemnification obligations (including any legal and other costs incurred in connection with indemnifying any party pursuant to the relevant Partnership Agreement or otherwise and advancing costs incurred by any such person in defense or settlement of any claim subject to a right of indemnification pursuant to the relevant Partnership Agreement), except as otherwise set forth in the relevant Partnership Agreement;
- actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs of discovery related thereto and any judgment, other award or settlement entered into in connection therewith;
- any annual investor meeting or other periodic or special, if any, meetings of the Fund investors, any other conference, meeting or webcast or other video conference with any investor(s), and any periodic executive forum of PPC Company management

and/or other persons, in each case together with any related costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers and any other meeting or conference-related costs, in each case to the extent incurred by a Fund or PPC;

- the Management Fee;
- except as otherwise determined by PPC in its sole discretion, any cost, liability or obligation relating to any alternative investment vehicle or its activities, business, PPC Companies or actual or potential investments (to the extent not borne or reimbursed by a PPC Company of such alternative investment vehicle) that would be a Fund expense or organizational expense if it were incurred in connection with a Fund, any cost incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to such Fund to the extent not paid by the investors investing in such entities, and any other costs and expenses related to any structuring or restructuring of a Fund and/or its affiliated entities;
- the termination, liquidation, winding up or dissolution of a Fund and any entity owned directly or indirectly by a Fund (including PPC Companies) and related entities;
- defaults by investors in the payment of any capital contributions;
- amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, a parallel Fund, any entities owned directly or indirectly by a Fund (including PPC Companies) and any alternative investment vehicle of the relevant Fund and, to the extent relating to any of the foregoing persons and/or their respective activities, the constituent documents of the relevant General Partner, such General Partner's general partner and PPC, including the preparation, distribution and implementation thereof;
- (i) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related to the activities of a Fund (including any legal costs related thereto, any regulatory cost of a General Partner incurred in connection with the operation of a Fund and any costs related to compliance with any environmental, social or governance or other investment considerations and policies applicable to a Fund, a General Partner or any of their affiliates) and/or (ii) any costs related to the validation or other confirmation of any payments made to a Fund or a General Partner (including as a result of any anti-money laundering laws, rules or regulations);
- any litigation or governmental inquiry, investigation or proceeding involving a Fund, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent

such costs or amounts have been determined to be excluded from the indemnification provided for in the relevant Partnership Agreement;

- any third-party consultants, experts or advisors, including independent appraisers, engaged by a General Partner (to the extent such General Partner deems such an engagement advisable under the circumstances) in connection with a Fund considering, making, holding or disposing of, directly or indirectly, an investment (including an investment in the same entity as one or more investment vehicles (other than a Fund) managed or controlled by PPC or any of its affiliates);
- unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer contemplated by the relevant Partnership Agreement or any investor's name change, internal restructuring or change in trust, registered agent or custodian;
- any taxes, fees and other governmental charges levied against or otherwise borne by a Fund and/or any alternative investment vehicles and all costs incurred in connection with any tax audit, inquiry, investigation, settlement or review of a Fund, and intermediate entity and/or any alternative investment vehicles (except to the extent that a Fund is reimbursed therefor by a reimbursing partner) and any costs of or related to a Fund representative;
- distributions to the partners and other costs associated with the acquisition, holding and disposition of a Fund's investments, including extraordinary expenses;
- unreimbursed and/or unpaid costs of the Senior Advisors or other persons engaged by the Senior Advisors;
- compliance or regulatory matters related to a Fund, except as otherwise set forth in the relevant Partnership Agreement, including compliance with the Partnership Agreement and/or any Side Letter or similar agreement (including any amendments, restatements, supplements, waivers, consents or approvals pursuant thereto);
- amendments to, and waivers, consents or approvals pursuant to, Side Letters and similar agreements with investors and "most-favored-nations" election processes in connection therewith;
- attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of PPC or any of its respective affiliates at any trade conference, including any applicable registration costs and exhibition, sponsorship or other presentation costs;
- any travel (including, where appropriate as determined by the relevant General Partner, the cost of using or chartering private aircraft or other private air travel (including the use of a private aircraft owned, partially owned or leased by PPC, any

of its affiliates or any of their respective owners, members, managers, shareholders, partners, directors, officers, employees, agents, advisors, assigns, representatives or affiliates) at a cost not to exceed the cost of corresponding first class commercial airfare, as determined by the relevant General Partner, other air travel, car or ride sharing services and other modes of transportation), lodging, meals and entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities and after-hours meals and transportation expenses for PPC employees;

- any investment, restructuring, taking public or private, disposition, transaction, project or other opportunity not consummated or otherwise not successful and/or that may have been offered to co-investors (including such co-investors' proportionate share of any costs related to an investment or other opportunity not consummated);
- organizational expenses and any most-favored nations process of a Fund;
- any placement fees; and
- any other costs approved by a Fund's advisory board.

Co-Investment Fees and Expenses

As described above, in certain circumstances, the relevant General Partner is expected to permit certain investors (including the Pritzker Investors) to co-invest in PPC Companies alongside one or more Funds, subject to PPC's related policies and the relevant Partnership Agreement(s) and/or Side Letter(s). Where a co-investment holding vehicle is formed, such entity generally will bear all or a portion of the expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. Expenses related to the structuring, formation and operation of any co-investment holding or aggregator vehicle (*i.e.*, any vehicle through which the Funds invest together with any co-investor) generally will be allocated *pro rata* among the Funds and each co-investor (including the Pritzker Investors, as applicable) participating through such co-investment holding vehicle. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction, ultimately is not consummated, all expenses relating to such unconsummated transaction will be borne by the Funds and the Pritzker Investors, and not by any prospective co-investors, that were to have participated in such transaction. As a result, the Fund(s) selected as proposed investors for such proposed transaction will bear more than what would otherwise have been its pro rata share of such broken deal expenses. Conversely, co-investors who commit to a transaction after a definitive purchase agreement is executed will lower the risk of broken deal or similar expenses incurred by such Fund (and indirectly, by such Fund's investors) in connection with such transaction based on the timing of when a co-investor becomes contractually obligated to invest, which in most cases is at the time of closing of the relevant investment. Broken deal expenses incurred in connection with a follow-on investment for an existing PPC Company for which the co-investment was originally created are generally

recorded at such PPC Company and therefore borne indirectly by any Fund and co-investors on a *pro rata* basis according to their respective investment in the PPC Company.

Senior Advisor Fees and Expenses

As further described herein and in the applicable Memorandum and/or Partnership Agreement of each Fund, it is PPC's practice to retain certain Senior Advisors to provide services to (or with respect to) one or more Funds or certain current or prospective PPC Companies in which one or more Funds invest. Such Senior Advisors generally provide services in relation to the identification, acquisition, holding, improvement and disposition of PPC Companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for PPC Companies, for which the Senior Advisor is compensated directly by such PPC Company.

As described herein and in the applicable Memorandum, Senior Advisors receive compensation, including, but not limited to, cash fees, finders' fees, retainers, a portion of Transaction Fees, a profits or equity interest in a PPC Company, incentive equity, stock awards, profits or equity interests in one or more Funds or the applicable General Partner, remuneration or reimbursement from PPC and/or the Funds or other affiliates. The amount of such compensation typically is determined according to one or more methods, including retainers, minimum annual amounts, the value (including an allocation for overhead and other fixed costs) of such Senior Advisor's time, a percentage of the value of the PPC Company, the invested capital exposed to such PPC Company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such company. Any costs related to recruiting Senior Advisors also will be borne by the applicable PPC Company (and, therefore, indirectly by the Fund). The determination of the appropriate form and amount of compensation for such services takes into account a variety of factors but will ultimately be at the discretion of PPC and/or the PPC Company, as applicable. Senior Advisors also generally will be reimbursed for certain travel and other costs in connection with their services. To the extent that Senior Advisors are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain PPC Companies or Funds will bear a greater share of such compensation due to the utilization of the Senior Advisor's services at a time when fewer portfolio companies or Funds make use of such Senior Advisor. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of work generated by the Senior Advisor. As described above, no such amounts will offset or reduce the Management Fee. The use of Senior Advisors subjects PPC to conflicts of interest, as discussed in Item 8 below.

In addition to Senior Advisors, PPC also retains or employs certain persons it designates as "Functional Advisors," who are expected to provide certain services to the Funds, one or more PPC Companies and/or, from time to time, PPC. PPC generally bears the fees, expenses and compensation of its Functional Advisors; however, in certain instances, Functional Advisors are permitted to be seconded to a PPC Company or otherwise receive compensation from the Funds or certain PPC Companies or prospective PPC Companies in connection with performing services

for, or serving in certain roles with respect to, such PPC Companies. In those instances, the compensation received by such Functional Advisors will not result in offsets to or reductions of the Management Fee. All travel and other reimbursable expenses incurred by the Functional Advisors in performing services for a PPC Company or prospective PPC Company will be borne by the relevant PPC Company in accordance with established expense reimbursement policies and will not result in offsets to or reductions of the Management Fee. Some Senior Advisors and Functional Advisors are investors in the Funds and participate as direct investors and/or receive equity grants in PPC Companies in which they are involved.

Over time, certain existing and former employees of PPC (including senior personnel) may transition to a Senior Advisor or Functional Advisor role, which would shift the burden of compensating such persons from PPC to the Funds and/or the PPC Companies. The determination of the appropriate form and amount of compensation for such services takes into account a variety of factors but will ultimately be at the discretion of PPC and/or the PPC Company, as applicable.

Other Information

PPC generally has discretion over whether to charge Transaction Fees, monitoring fees or other compensation to a PPC Company and, if so, the rate, timing and/or amount of such compensation, as well as to charge such amounts at varying levels in a PPC Company's holding or operating structure. The receipt of such compensation generally will give rise to potential conflicts of interest between the Funds, on the one hand, and PPC on the other hand. In certain circumstances, PPC may in its sole discretion waive, defer or renegotiate, in whole or in part, the amount of monitoring or other fees payable by a PPC Company. PPC endeavors to require the payment of such fees only to the extent permitted by the earnings or cash position of the applicable PPC Company, and PPC will defer or forego the payment of such fees if the PPC Company's earnings or cash position render the payment of such fees too burdensome for the PPC Company or at such time a senior credit agreement prohibits the payment of such fees. In general, supplemental fees are not typically negotiated with PPC Companies on an arm's-length basis and such supplemental fees could adversely affect PPC Company's financial performance. In the case of amounts deferred, such payments will generally be payable in the future, which results in a single payment or installments of repayment amounts that are larger than if the fees had originally been paid in increments. PPC makes such determinations on a case-by-case basis and reserves the right to take different actions (or no action) with respect to similarly-situated PPC Companies.

The Funds also bear expenses indirectly to the extent a PPC Company pays expenses, including expenses incurred by PPC on behalf of, and reimbursed by, the PPC Company. In certain cases, these or similar amounts are expected to be charged to PPC Companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the PPC Company. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other

service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the list of fees, costs, expenses, liabilities and obligations permitted to be borne, which generally are expected to be significant. Excluded from Fund expenses are ordinary administrative and overhead expenses of PPC, which generally include employees' salaries (excluding Senior Advisors and Functional Advisors) and bonuses, rent, utilities and other similar expenses specified in the relevant Partnership Agreement. In addition, to the extent a Fund or PPC initially bears the cost of certain fees or expenses but the benefit of the related services or expense is also received by another Fund, PPC Company or future fund or PPC Company, PPC will generally, subject to its ultimate discretion, cause such other Fund or PPC Company to reimburse the initial Fund or PPC for such fees or expenses. As is typical for private equity funds, the Funds likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. To the extent brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in Item 12, "Brokerage Practices."

In certain circumstances, a Fund or PPC expects to pay an expense common to multiple Funds or a Fund and any applicable co-investors (including without limitation legal expenses for a transaction in which all such Funds or co-investors participate, or other fees or expenses in connection with services the benefit of which are received by other Funds over time), and be reimbursed by such other Funds or co-investors by their share of such items, without interest. While PPC believes such circumstances to be highly unlikely, it is possible that one of the other Funds or a co-investor could default on its obligation to reimburse the paying Fund. In certain circumstances, PPC, the relevant General Partner or an affiliate thereof is expected to advance amounts related to the foregoing and receive reimbursement from the Funds or co-investors to which such expenses relate.

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

A carried interest allocation represents an adviser's compensation based on a percentage of net profits of the investment products it manages. As described in Item 5 above, PPC is entitled to receive a carried interest allocation on certain realized profits in certain Funds generally equal to 20% of all realized profits subject to an 8% annually compounded preferred return (or hurdle) and subject to reimbursement for all relevant Fund expenses, including Management Fees. The carried interest allocated to a General Partner is subject to a potential giveback if the respective General Partner has received excess cumulative distributions on account of such carried interest. Each Fund's carried interest calculation, as well as related clawback provisions, is further described in the relevant Partnership Agreement received by each investor prior to investment in such Fund.

These performance fee arrangements have been structured subject to Section 205(a)(1) of the Advisers Act in accordance with the available exemptions thereunder, including the exemption set forth in Rule 205-3. The General Partner of each Fund, in its sole discretion, has waived or reduced the amount of carried interest for certain Funds and investors in a Fund. Specifically, if

an investor is a principal, employee, Senior Advisor or otherwise affiliated with PPC, then such individual and his or her respective family members, trusts, and other estate planning vehicles will generally pay reduced carried interest or none at all.

The existence of performance-based compensation has the potential to create an incentive for PPC to make more speculative investments on behalf of a Fund than it would otherwise make in the absence of such arrangement, although PPC generally considers performance-based compensation to better align its interests with those of its investors.

PPC manages multiple Funds (including investments made by or on behalf of Pritzker Group and other co-investors (including the Pritzker Investors) in such investments for which PPC manages on a non-discretionary basis) with similar investment strategies on a side-by-side basis. As a result, PPC and its related entities can have conflicts of interest in: (i) allocating their time and activity among the multiple Funds and other investment vehicles; (ii) allocating investments among the multiple Funds and other investment vehicles; (iii) effecting transactions among the multiple Funds and other investment vehicles, including ones in which PPC and/or the General Partners have a greater financial interest; and (iv) allocating expenses among such entities. Although PPC generally makes new investments for a Fund with the same investment objectives only after a predecessor Fund is substantially invested or committed as more fully described in the applicable Fund's Partnership Agreement and other governing documents, management of side-by-side Funds can create an incentive for PPC to favor a Fund or other investment vehicle in which it and/or a General Partner have a greater financial interest. To the extent PPC manages Funds with different carried interest terms (including amount, timing waterfall conditions or other terms) and/or PPC personnel are assigned different percentages of carried interest from a Fund, PPC and such personnel are subject to potential conflicts of interest to the extent they are involved in identifying investment opportunities as appropriate for a Fund from which they are entitled to receive a higher carried interest percentage.

To help minimize such conflicts of interest, PPC allocates investment opportunities which satisfy the investment parameters of more than one Fund in accordance with PPC's policies and procedures regarding investment allocation, applicable Partnership Agreements and taking into consideration certain factors, as determined in PPC's sole discretion, which include, but are not limited to: the amount of available Commitments of the applicable Fund(s); anticipated future capital requirements of an investment opportunity; life-cycle of the applicable Fund(s); expected time to obtain liquidity; legal, tax and regulatory considerations; and any other factors deemed relevant by PPC. PPC's procedures are designed to ensure that all investment decisions are made in accordance with PPC's fiduciary duties to its Funds and without consideration of PPC's (or its affiliates' or employees') pecuniary interest. Investment allocation is ultimately determined by PPC's Investment Committee. PPC will not allocate investment opportunities based in whole or in part on (i) the relative fee structure or amount of fees paid by any Fund or (ii) the profitability of any Fund.

Item 7 – Types of Clients

PPC provides investment advice solely to its Fund clients, and any reference throughout this Brochure to “clients” and to PPC’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Funds include high net worth individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, fund of funds, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and include, directly or indirectly, principals or other employees of PPC and its affiliates and members of their families, Senior Advisors or other service providers retained by PPC.

The Funds generally have a minimum investment amount of \$25 million for third-party investors, and interests are offered and sold to qualified purchasers that are also qualified clients or qualified knowledgeable PPC personnel (with the exception of AI Fund II, AI Fund III and AI Fund IV, which generally have a minimum investment amount of \$500,000, and is offered and sold only to accredited investors that also are qualified clients). PPC has waived such minimum investment amounts in the past and likely will waive such requirements under certain circumstances in the future. Investors in the Funds must also meet certain other suitability and net worth qualifications prior to making an investment in the Funds.

As referenced in Item 4 above, in addition to PPC’s contractual commitment with the Pritzker Investors to offer the opportunity to co-invest *pro rata* alongside the Funds in each PPC Company, to the extent PPC determines in its discretion that the amount of an investment opportunity exceeds the amount appropriate for a Fund, PPC provides co-investment opportunities to other third-party co-investors, including investors in the Funds.

Co-investments have been structured as a direct investment by certain investors into a PPC Company or its holding or operating company. PPC does not consider direct co-investments to be a Fund or a client, does not act as the investment manager to the co-investment portion of the investment, does not charge Management Fees or carried interest to the investment, does not have custody of the investment or include the amount of assets of the co-investment in PPC’s regulatory assets under management. In such direct co-investment opportunities, PPC will perform management, advisory and other services for the PPC Companies in which these co-investors invest, generally at no cost to such co-investors except portfolio company fees and expenses (which such fees and expenses are recorded at the PPC Company).

Opportunities to participate in co-investment transactions arise when PPC has the opportunity for an investment in an existing or prospective PPC Company and PPC determines that all or a portion of the applicable opportunity is not required to be offered to, or is not appropriate for, a Fund and PPC believes the Fund will benefit from the participation of the co-investor(s). Such determinations are based on the provisions of the applicable Partnership Agreements, Side Letters, agreements with lenders and such other factors as PPC will consider in its sole discretion,

including those specified in its policies on investment allocation and co-investments. Subject to any restrictions contained in the Partnership Agreements of the relevant Fund or any Side Letter or other terms negotiated with respect to such Fund, in general no investor has a right to participate in any co-investment opportunity. While one or more investors in the Funds are on occasion invited to co-invest in a PPC Company, PPC is authorized in its sole discretion to offer any or all of a co-investment opportunity to investors that are not investors in the Funds. Opportunities to invest in a PPC Company are made available to select persons or entities, who are not necessarily Fund investors, including, without limitation, founders or management of the applicable PPC Company, sponsors, market participants, finders, consultants and other service providers, PPC personnel, Senior Advisors, certain other persons associated with PPC and the Pritzker Investors. Additionally, certain individuals who source transactions or provide financing have in the past and are expected in the future to negotiate co-investment rights or co-investment priority rights as a component of their compensation or other arrangements with the relevant Fund(s). PPC's allocation of co-investment opportunities often will not result in proportional allocations among such co-investors and such allocations can be more or less advantageous to some co-investors relative to other co-investors. When co-investment opportunities are permitted, it is possible that the size of the investment opportunity otherwise available to the relevant Fund(s) will be less than it would otherwise have been without the inclusion of such co-investors.

In the event PPC is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, it is possible that a Fund will consequently hold a greater concentration and have greater exposure in the related investment opportunity than was originally intended, which could make the applicable Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto and would result in a greater concentration of risk as a result. To mitigate such risk, each investment is subject to concentration limits as described in the relevant Memorandum and Partnership Agreement. Thus, an investment that is not syndicated to co-investors as originally anticipated could result in a significant impact to a Fund's overall investment returns. In either case, potential co-investors typically do not bear any transaction costs of investments that are not consummated and are not subject generally to the same risks to which a Fund is throughout the investment process. When co-investors purchase their interest from a Fund after the Fund has consummated the investment, the price paid by co-investors is typically based on the fair market value of the interest at the time of sell-down, which in many cases reflects the original cost basis of the interest, although such determinations are made in the sole discretion of the relevant General Partner. The price may not reflect the full cost incurred by the Fund in connection with the investment, any interest charge on the co-investment amount, the cost of establishing the credit facility utilized to acquire the PPC Company (if applicable) or the risk borne by the Fund in connection with purchasing and warehousing the investment. In addition, to the extent that PPC engages in a secondary liquidity transaction in connection with an investment, co-investors will not necessarily receive the same liquidity options as investors in a Fund and may therefore be compelled to receive cash or continue to hold an interest in the investment, depending on the particular facts of the transaction.

Finally, as fees paid by or on behalf of co-investors in a PPC Company are not subject to a Management Fee offset and are thus retained by PPC, the opportunity to receive such fees could present a conflict of interest. As a result, PPC could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise allocated absent such an arrangement. PPC seeks to address any such potential conflict of interest by investing in accordance with its policies and procedures governing investment allocation and co-investments.

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

General

PPC is a private investment firm focused on making control investments in middle-market manufactured products and services companies headquartered or with significant operations in North America. PPC's investment advisory services consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for investments. Investments are predominantly in non-public companies although investments in public companies are permitted under certain circumstances described in more detail in the applicable Memorandum and/or Partnership Agreement of each Fund. PPC is also authorized to make non-control investments in companies that otherwise satisfy PPC's investment criteria. Any such non-control investments are subject to certain minimum size and investment diversification requirements as described in more detail in the Partnership Agreement of each Fund.

PPC's investment strategy for the Funds focuses on the acquisition of interests in established middle-market companies within the manufactured products and services sectors (the "Target Sectors"). PPC seeks companies within the Target Sectors that offer (or have the potential to offer) distinctive, value-added services or products, have defensible market positions, operate in industries with favorable growth trends and have strong core management teams. PPC intends to pursue transactions involving family or founder liquidity events, management-led buyouts, corporate divestitures and/or industry consolidations. PPC typically looks for investment opportunities within the Target Sectors requiring between \$100 and \$400 million of equity per transaction. In the case of any non-control investment, PPC will typically invest or commit to invest at least \$75 million of capital on behalf of the Funds and other co-investors (including the Pritzker Investors) in the relevant company. PPC also is permitted to acquire larger companies within the Target Sectors, which opportunities have the potential to provide meaningful additional co-investment opportunities.

PPC's sourcing model primarily is designed to identify investment opportunities with the characteristics described above, and where sellers and management teams are aligned with the PPC ownership model, which has the potential to entail a longer investment hold period and a greater focus on long-term value creation relative to other private equity sponsors. PPC also believes that its personnel's prior association with, and PPC's ability to leverage, Pritzker Group contacts and relationships represents an important resource and competitive advantage in consummating the investment opportunities it identifies as attractive for the Funds.

Once an investment opportunity has been identified, PPC takes a collaborative approach to systematically review the quality of the opportunity and determine whether it is a good fit for the Funds, including through weekly meetings with PPC's relevant investment and operations personnel. These meetings help PPC validate actionable investment opportunities, garner broad support across the Firm for the prospective investment and identify important diligence concerns and areas of focus. The relevant investment team then prepares a comprehensive business download identifying qualitative merits and risks prior to submitting an initial indication of interest in the prospect.

If an indication of interest is accepted, the relevant investment team (and other relevant service providers and due diligence reviewers) undertakes a comprehensive due diligence process. Upon the satisfactory completion of the due diligence process, the relevant investment team presents a final presentation to PPC's investment committee, which includes a review of risks and opportunities, suggested transaction terms and a value-creation plan post-transaction closing. If PPC's investment committee unanimously agrees, PPC will pursue the investment opportunity on behalf of the relevant Fund.

Post-closing, the relevant investment team also presents to other PPC investment and operating personnel key lessons learned in connection with the transaction to help ensure that PPC is able to continually evolve, improve and consolidate institutional knowledge.

There can be no assurance that PPC will achieve the investment objectives of any Fund and a loss of investment is possible.

Investment and Operating Strategy

The PPC strategy from initial investment through exit is exemplified by the following characteristics: (i) leveraging the PPC network and reputation with a preference toward investing in businesses for the long term to attract sellers who care about the direction of their business post-closing; (ii) identifying and supporting a core group of strong senior managers at the PPC Company; (iii) utilize PPC's integrated operating model to implement improvements; (iv) identifying, sourcing and successfully integrating accretive add-on acquisitions; (v) collaborating among PPC Companies to seek new revenue opportunities and identify areas for potential cost savings; and (vi) monitoring the investment for appropriate exit timing without artificial limitations on the hold period.

PPC's strategy is aimed at building value at the PPC Companies over time, and anticipates in many cases a longer investment hold period than is common for other private equity funds. Post-acquisition, PPC and its investment and operating personnel work closely with PPC Company management teams to integrate its investment strategy by applying cost-saving and other tested processes with a view towards enhancing PPC Company performance and generating value over the longer-term.

Risks of Investment

General Fund Risks

Each Fund and its investors bear the risk of loss that PPC's investment strategy entails. Investors should also refer to the applicable Fund's Memorandum and Partnership Agreement for a description of the risk factors specific to their Fund. Different or new risks not addressed below will likely arise in the future and, therefore, the following list is not intended to be exhaustive. The risks involved with PPC's investment strategy and an investment in a Fund include, but are not limited to:

Investments in Private Companies. A Fund's investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses. Investments in private, middle market companies in particular involve a number of significant risks. Generally, little public information exists about these companies, and the Funds will rely on the relevant General Partner's and their affiliates' ability to obtain, through their own diligence and/or through third-party diligence, adequate information to evaluate the potential returns from investing in these companies. If PPC is unable to discover all material information about these companies, there can be no guarantee that PPC will be able to make a fully informed investment decision, and it is possible a Fund will lose money on its investments. In addition, such companies typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. Additionally, middle market companies are more likely to depend on the management talents and efforts of a small group of persons. Therefore, it is possible that the death, disability, resignation or termination of one or more of these persons will have a material adverse impact on one or more of the obligors of investments that a Fund holds and, in turn, on such Fund. The Funds' investments in middle market companies will entail a high degree of business and financial risk, which could result in substantial losses for investors.

Investment in Junior Securities. The securities in which the Funds invest will, in some cases, be among the most junior in a PPC Company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund's investments once made.

Concentration of Investments; Lack of Diversification. The Funds are permitted to invest a significant portion of their aggregate Commitments in any single PPC Company (including its direct or indirect subsidiaries), as well as provide guarantees and other credit support for such PPC Company, and the Funds will likely participate in a limited number of overall investments within a short period of time. If a Fund co-invests with another Fund, an investor in such other Fund has the potential to be exposed to a single PPC Company through more than one Fund, potentially increasing such investor's total losses.

Given the prior experience of the PPC investment team in certain core industries and the structural requirements of operating the Funds, it is possible that a Fund will seek to make investments in a single industry segment, in a limited geographic area, in a single asset type and/or within a short period of time, which could create the conditions for a portfolio of

investments that exhibit, amongst themselves, a very high degree of correlated returns. As a result of the foregoing, a Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry, or the timing of a Fund's investments, has the potential to substantially affect such Fund's aggregate return. In particular, a Fund's investments are expected to be concentrated in the manufactured products and/or services sectors. Instability, fluctuation or an overall decline within such sectors likely will not be offset by investments in other sectors and/or industries not similarly affected, which has the potential to negatively impact returns to investors.

In addition to the foregoing, because a Fund is expected to only make a limited number of investments and such investments generally will involve a high degree of risk, poor performance by even a single investment could materially affect total returns. If certain investments perform unfavorably, then in order for a Fund to achieve attractive returns, one or more of its other investments must perform very well, and there can be no assurance that this will occur.

Unspecified Investments. Investors will be relying on the ability of PPC to locate and evaluate the investments to be made by the Funds. The business of identifying, structuring, completing and realizing private equity investments involves a high degree of uncertainty and is subject in some cases to the prevailing capital market, regulatory or political environment. There can be no assurance that PPC will be able to identify, or the Funds will be able to complete, portfolio investments that satisfy a Fund's rate of return objectives or, if completed, realize such investments for fair or attractive values, or that a Fund will be able fully to invest its committed capital.

Lack of Sufficient Investment Opportunities. The business of identifying, structuring and completing private equity transactions is highly competitive. The Funds will encounter competition from other entities having similar investment objectives. Potential competitors include other investment vehicles, single or multi-family offices and other high net worth individuals, strategic industry acquirers and other financial investors (including hedge funds, publicly traded special purpose acquisition companies (SPACs) and other private equity funds investing directly or through affiliates). Over the past several years, an ever-increasing number of investment funds have been formed, and many fund sponsors have increased the size of successor funds as compared to their corresponding prior funds. Other investment funds with similar investment objectives to the Funds likely will be formed in the future by other unrelated parties. Some of the Funds' competitors for investment opportunities will have more relevant experience, greater financial resources, a greater willingness to take on risk, and/or more personnel than PPC, the Funds and their respective affiliates.

In this highly competitive environment, the valuations of many potential target companies have recently risen to historically high levels as measured by multiples of EBITDA. PPC expects that competition for appropriate investment opportunities will remain high or increase, which while not expected, has the potential to increase the likelihood that a Fund will participate in auctions for investments, the outcome of which cannot be guaranteed. As a result, it is possible that (i)

fewer investment opportunities will be available to the Funds and (ii) the terms upon which investments can be made will be less favorable than obtained by prior Funds.

To the extent that a Fund encounters significant competition for investments, returns to investors will potentially be negatively affected. In addition, it is possible that the Funds will never be fully invested if enough sufficiently attractive investments are not identified and consummated. Investors will be required to bear Management Fees during the investment period of a Fund based on the entire amount of investors' Commitments and other expenses as set forth in the Partnership Agreement, regardless of the extent to which such Fund Commitments are invested (or drawn down to be invested).

Investment Timeline. The Funds' investment strategy is expected to be implemented according to a longer and more stable timeline than many private equity funds. As a result, it will likely from time to time pass on or delay pursuing investment opportunities on behalf of a Fund that it determines to be unsuited for its preferred pace of capital deployment across the investment period. Although PPC intends to pursue on behalf of the Funds all suitable investment opportunities consistent with the investment objectives, criteria and other terms described herein, in certain cases, this pace of deployment can result in a Fund foregoing additional gains or incurring additional losses.

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

Additionally, the SEC has proposed and enacted significant rules that will materially impact the business of PPC and the Funds and their affiliates. In particular, the SEC has adopted a number of new rules that impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose and/or adopt additional rules in the future. In light of the heightened regulatory environment in which PPC and the Funds operate and the ever-increasing regulations applicable to private investment funds and their investment advisers, it has become increasingly expensive and time-consuming for PPC and its affiliates to comply with such regulatory and compliance-related obligations. Such current and future rulemaking is expected to result in increased and significant expenses to the Funds, including expenses related to investor reporting and disclosures to investors. Further, such current and future rulemaking is expected to require additional resources of PPC being devoted to such regulatory and compliance-related obligations, which potentially will detract from the time and resources

dedicated to the Funds. Any of the foregoing potentially will reduce overall returns for investors and/or have an adverse effect on the ability of the Funds to effectively achieve their investment objectives. In addition, following the applicable compliance date, such regulations will require PPC to disclose to prospective investors and/or investors certain preferential investment terms that PPC provides to any investor in connection with its investment in a Fund, which can cause PPC to deny certain preferential terms to investors. Certain rules are or will likely become subject to legal challenges from private fund industry groups and others, and to the extent such legal challenges are successful, investors will not be afforded some or all of the related protections.

Illiquidity; Lack of Current Distributions. An investment in a Fund should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. Public offering, merger and acquisition, and reorganization opportunities will, at times be limited or non-existent for extended periods of time, whether due to economic, regulatory, or other factors. Losses on unsuccessful investments can be realized before gains on successful investments are realized. While it is possible for a PPC Company to be sold at any time, it is generally expected that such a sale will not occur until a number of years after a Fund's initial investment in such PPC Company, and such Fund generally will not be able to realize a profit on an investment in a PPC Company until its sale. Before such time, there will be no current return on such investment, and the expenses of operating such Fund (including the Management Fee) can exceed such Fund's income, thereby requiring that the difference be paid from such Fund's capital (including the aggregate unfunded Commitments).

A Fund's ability to dispose of investments would likely be limited for several reasons, including the absence of an established market for such investments, as well as contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms upon which a disposition could be made. Any possibility of a disposition in the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the companies in which the Funds invest and an active mergers and acquisitions (or recapitalizations and reorganizations) market, among other factors.

Leveraged Investments; Borrowing. The Funds make use of leverage by causing certain PPC Companies to incur debt to finance a portion of such Fund's investments in such PPC Companies, including in respect of PPC Companies not rated by credit agencies. Leverage generally magnifies both a Fund's opportunity for higher returns and its risk of loss from a particular investment, and the magnification of the risk of loss has the potential to be substantial. The use of leverage by a PPC Company imposes restrictive financial and operating covenants, in addition to the burden of debt service, and could therefore impair its ability to operate its business as desired and/or finance future operations and capital needs. Such leverage will increase a PPC Company's exposure to any deterioration in its industry, competitive pressures, an adverse economic environment or rising interest rates. As a result, any decline in the value of a leveraged PPC Company is likely to be accelerated and magnified in a market downturn. In the event that a PPC Company cannot generate adequate cash flow to meet its debt service, the applicable Fund

would suffer a partial or total loss of capital invested in such PPC Company, which could adversely affect such Fund's returns. Additionally, in such a situation, lenders would typically have a claim that has priority over any claim by such Fund to the assets of such PPC Company in an insolvency event or proceeding.

The cost and availability of leverage is highly dependent on the state of the broader credit markets (which is impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it can be difficult for PPC Companies to obtain or maintain the desired degree of leverage. The availability of leverage also is subject to governmental and regulatory oversight, and certain governmental bodies (including the U.S. Federal Reserve System, the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation) can restrict or otherwise discourage lending that results in companies carrying large amounts of debt. Should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a portion of a PPC Company, it is possible that such Fund will not achieve an exit multiple or enterprise valuation consistent with its forecasts for such PPC Company. If a PPC Company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal level of financial leverage, the applicable Fund would likely hold a larger-than-expected equity investment in such PPC Company and can realize lower-than-expected returns from such PPC Company, which would likely adversely affect such Fund's ability to generate attractive returns for Funds as a whole. Any failure by lenders to provide previously committed financing could also expose the Funds to potential claims by sellers of prospective PPC Companies that the applicable Fund has contracted to purchase.

The Funds are also authorized to borrow money or guaranty indebtedness (such as a guaranty of a PPC Company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that the Funds would be compensated for providing such guaranty or exposure to such liability. In such circumstances where a Fund guarantees a PPC Company's debt and the Pritzker Investors are co-investing in such PPC Company, it is expected that the Pritzker Investors will enter into one or more agreements with the applicable Fund(s) to provide a right of contribution, subrogation or reimbursement relating to their *pro rata* share of the liability guaranteed by such Fund(s), based on the amount of the initial equity investment allocation made by PPC among the Funds and the Pritzker Investors in the PPC Company. Other third-party co-investors generally are not expected to agree to be subject to such agreements or obligations, and the Pritzker Investors will not be required to further guarantee PPC Company liabilities beyond the *pro rata* apportionment determined in connection with the initial equity investment allocation. In such cases, third-party co-investors (and to the extent they co-invest additional capital, the Pritzker Investors) are expected to benefit from any applicable PPC Company loans guaranteed by the Funds and the Pritzker Investors without an obligation to act as a guarantor. In such situations, it is expected that neither the Funds nor the Pritzker Investors would be compensated for providing such guarantee or exposure to such liability. Any use of leverage by the Funds can result in interest expense and other costs to such Fund(s) and such interest can potentially exceed, or otherwise not be covered by, distributions or other income to the relevant Fund or appreciation of its

investments. The Funds can incur leverage on a joint and several basis with one or more other Funds, other entities managed by or otherwise affiliated with PPC or any of its affiliates and/or co-investors, and, in connection with incurring such indebtedness, PPC retains the right, in its sole discretion, to cause a Fund to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such entities. However, it is possible that, if and when a Fund were to seek to enforce any such right, any such entity could default on its obligation and/or such right could otherwise be unenforceable. In addition, to the extent that a Fund incurs leverage or provides any guaranty, such amounts are typically secured by such Fund's Commitments and other Fund assets. The inability of a Fund to repay any leverage secured by the Fund Commitments could enable a lender to issue a capital call on behalf of the General Partner of such Fund.

Although borrowings by a Fund have the potential to enhance overall returns that exceed such Fund's cost of capital, such borrowings increase the potential exposure of a Fund to a particular investment above the level such Fund would have typically made had an investment been limited to equity. Any such borrowings would further diminish returns (or increase losses on capital) to the extent overall returns are less than the applicable Fund's cost of funds. To the extent a Fund uses borrowed funds in advance or in lieu of capital contributions or a PPC Company borrows funds directly through a Fund facility, such Fund's investors generally make later capital contributions, but the relevant Fund will bear the expense of interest on such borrowed funds. In addition, a Fund's use of borrowed funds has the potential to impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and can potentially make net IRR calculations higher than they otherwise would be without Fund-level borrowing (especially where financing remains outstanding for longer durations), as these calculations generally depend on the amount and timing of capital contributions which timing is delayed by virtue of the use of the financing facility. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the carried interest received by such Fund's General Partner by effectively reducing or eliminating the preferred return received by the investors and accelerating or increasing distributions of carried interest to the relevant General Partner. Each General Partner therefore has a potential conflict of interest in deciding whether to borrow funds because such General Partner has the potential to receive disproportionate benefits from such borrowings and can be deemed to benefit during fundraising from any increase in internal rates of return associated with the use of such borrowings. Conflicts of interest also have the potential to arise to the extent a financing facility is used to make an investment that is later sold in part to co-investors, as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the facility and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

Subscription Lines; Asset-Backed Facilities. The Funds are authorized to enter into a subscription line with one or more lenders in order to finance their operations (including the acquisition of a Fund's investments). The Funds are also permitted to seek to enter into one or more other types of revolving credit facilities (the collateral for which can be, for example, one or more assets of

the applicable Fund, *i.e.*, asset-backed facilities). Such borrowing (including debt resulting from asset-backed facilities) subjects investors to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of PPC's right to call capital from investors, it is possible that investors will be obligated to contribute capital on an accelerated basis if such Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any investor claim against a Fund would likely be subordinate to such Fund's obligations to a subscription line's creditors.

With respect to any asset-backed facility entered into by a Fund (or an affiliate thereof), a decrease in the market value of such Fund's investments would increase the effective amount of leverage and could result in the possibility of a violation of certain financial covenants pursuant to which the applicable Fund must either repay the borrowed funds to the lender, which could, subject to any limitations set forth in the applicable Partnership Agreement, require investors to make additional capital contributions in respect of such borrowings, or suffer foreclosure or forced liquidation of the pledged assets. Liquidation of a Fund's investments at an inopportune time in order to satisfy such financial covenants could adversely impact the performance of the relevant Fund and could, if the value of its investments had declined significantly, cause such Fund to lose all or a substantial amount of its capital. Moreover, if additional capital contributions were required to satisfy such financial covenants, this would effectively reduce the amount of capital available for other investments and could adversely affect the diversification of a Fund's portfolio. In the event of a sudden, precipitous drop in the value of a Fund's assets, such Fund might not be able to dispose of assets quickly enough to pay off its debt resulting in a foreclosure or other total loss of some or all of the pledged assets.

In addition, Fund-level borrowing will result in incremental Fund expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line (to the extent such subscription line contemplates committed financing), an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees and expenses relating to the establishment, structuring and negotiation of the terms of the borrowing facility and the maintenance, renegotiation or termination of such facility. Because a subscription line's interest rate is typically based in part on the creditworthiness of the investors and the terms of the relevant Partnership Agreement, it will be higher than the interest rate an investor could obtain individually. To the extent a particular investor's cost of capital is lower than a Fund's cost of borrowing, Fund-level borrowing can negatively impact an investor's overall individual financial returns even if it increases such Fund's reported net returns in certain methods of calculation.

A credit agreement generally contains other terms that restrict the activities of the Funds and the investors or impose additional obligations on them. For example, a subscription line secured by the capital commitments of the investors can potentially impose restrictions on PPC's ability to consent to the direct or indirect transfer of an investor's interest in a Fund or impose concentration or other limits on a Fund's investments. In addition, in order to secure a subscription line, PPC is often required to request certain financial information and other

documentation from investors to share with lenders. PPC will have significant discretion in negotiating the terms of any subscription line and it is possible that PPC will agree to terms that are not the most favorable to one or more investors.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows PPC to fund investments and pay Fund expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a subscription line could cause short-term liquidity concerns for investors that would not arise had PPC called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for an investor with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the investor to meet the accumulated, larger capital calls at the same time. PPC is authorized to use Fund-level borrowing to pay Management Fees and to reimburse PPC for expenses incurred on behalf of the Fund. The Funds are also authorized to utilize Fund-level borrowing when PPC expects to repay the amount outstanding through means other than investor capital, including as a bridge for equity or debt capital with respect to an investment. If the Funds ultimately are unable to repay the borrowings through those other means, investors would end up with increased exposure to the underlying investment, which could result in greater losses.

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

have the potential to include (i) the Funds paying fees and expenses in the event the Funds are not able to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of investors to make capital contributions or otherwise), (ii) the Funds being unable to acquire or dispose of investments at prices that PPC believes reflect the fair value of such investments, or (iii) the Funds' PPC Companies being unable to make payroll, fulfill obligations or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution's services, it is also possible that the Funds or one or more of its PPC Companies will incur additional expenses or delays in putting in place alternative arrangements or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, access to capital, or otherwise). Although PPC expects to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays.

Many Financial Institutions require, as a condition to using their services or otherwise, that PPC, the Funds and/or the relevant Funds' PPC Companies maintain all or a set amount or percentage of their respective accounts or assets with one or more certain custodians, which heightens the risks associated with a Distress Event with respect to such custodians. Although PPC seeks to do business with Financial Institutions that it believes are creditworthy and capable of fulfilling their respective obligations to the Funds and/or PPC Companies, PPC is under no obligation to use a minimum number of Financial Institutions with respect to the Funds or the Funds' PPC Companies or to maintain account balances at or below the relevant insured amounts. Furthermore, such balances maintained by PPC and the Funds are generally expected to fluctuate, including with respect to the Funds in connection with capital calls to investors and dispositions of investments, and certain balances from time to time will substantially exceed applicable deposit insurance.

Compensation and Potential Conflicts. The relevant Partnership Agreement provides PPC with wide-ranging authority to make determinations, including those related to investment purchases and dispositions (and their timing), valuation and other matters that have the potential to affect the compensation of PPC and its affiliates. In making such determinations, PPC is subject to potential conflicts of interest. For example, the potential to earn additional compensation can create an incentive for PPC to make investments and to hold investments longer than otherwise would be the case in the absence of a Fund's Management Fee and carried interest compensation arrangements. PPC expects to be incentivized to cause the Funds to make, hold, value and/or dispose of investments (and to delay or forego a determination that the investments are permanently written down in the manner described in the relevant Partnership Agreement (such investments, "Impaired Value Investments")) in order to generate greater ongoing Management Fees and, potentially, larger carried interest distributions than would otherwise be the case if such investments had not been made or held (or if such determination had not been made), including because of the possibility that the investments' values will appreciate in the future.

Where the Management Fee is calculated taking into account the valuation of an investment, including a determination of whether an investment has become an Impaired Value Investment, PPC will have incentives to make determinations that result in the continued payment of, or a

higher, Management Fee. Where the relevant Partnership Agreement does not require Management Fees to be reduced in connection with investment reorganizations, restructurings, extraordinary dividends or similar transactions, PPC expects to be incentivized to pursue such transactions. Additionally, the amount of carried interest owed to PPC is dependent in part on the amount and timing of investment dispositions, as well as in certain instances determinations that investments are Impaired Value Investments, and PPC expects to be subject to related conflicts of interest in determining whether and when to dispose of investments, make distributions, and/or determine that an investment is an Impaired Value Investment, within the requirements of the relevant Partnership Agreement.

The relevant Partnership Agreement provides PPC with wide-ranging authority on the determination of Impaired Value Investments, and the criteria used by PPC or its affiliates in valuing an investment, or determining whether an investment is an Impaired Value Investment, have the potential to be subjective, to be influenced by market information and other factors, and to vary over time. There can be no assurance that a third party or investor would agree with the substance or timing of PPC's determination that an investment is an Impaired Value Investment, and, except as set forth in the relevant Partnership Agreement, neither PPC nor its affiliates is obligated to follow any third-party methodology in making its determination on whether an investment meets the relevant standards or whether value can be recovered or retained during a Fund's holding period. In making its determination, PPC is entitled to make its own determination taking into account all facts and circumstances it deems relevant, subject to the provisions of the relevant Partnership Agreement. As a general matter, the standards for determining Impaired Value Investments are intended to be high, and are not intended to apply to investments experiencing partial or temporary declines in value. Because the amount of compensation to PPC and its affiliates is dependent in part on an investment's status as an Impaired Value Investment, PPC faces potential conflicts of interest in determining whether an investment meets, or continues to meet, the relevant criteria. Although PPC and its affiliates intend to operate in accordance with the relevant Partnership Agreement, as well as valuation and other practices and procedures, in order to mitigate the potential for subjectivity in making such determinations, there can be no assurance that such practices and procedures will address all of the necessary factors to do so, or completely eliminate all potential conflicts of interest in such determinations.

Uncertainty of Projections. The Funds use financial projections to help analyze a potential investment, future capital raises and financing for PPC Companies, or for other transactions. In general, projected operating results of a PPC Company will be based primarily on financial projections prepared by such PPC Company's management, with adjustments to such projections made by the relevant General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from a PPC Company and third parties and assumptions made at the time the projections are developed. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a PPC Company to realize

projected values. There can be no assurance that the results set forth in any projections will be attained, and actual results can differ significantly from projections.

Changes in Investment Focus. The Funds are not restricted in terms of the percentage of its capital that can be invested in a particular industry. Many factors can contribute to changes in emphasis in the construction of a Fund's portfolio of investments, including changes in market or economic conditions or regulation as they affect various industries and changes in the political or social situations in particular countries. There can be no assurance that the actual investment portfolio of the Funds will resemble the portfolio originally contemplated.

Dynamic Investment Strategy. While PPC generally intends to seek attractive returns for the Funds primarily through making investments of the type described herein, PPC reserves the right to pursue additional investment strategies and modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. PPC reserves the right to pursue investments outside of the industries and sectors in which it has previously made investments or has internal operational experience.

Risks in Effecting Operating Improvements. The success of the Funds' investment strategy is likely to depend, in part, on the ability of the Funds to effect improvements in the operations of certain PPC Companies. Identifying and implementing operational improvements at PPC Companies entails a high degree of uncertainty. In addition, executing operational improvements can, on occasion, divert the attention of key PPC Company personnel and disrupt normal business. There can be no assurance that the Funds will be able to successfully identify and implement such improvements or that any such successfully implemented improvements will result in a return on invested capital with respect to such PPC Company.

Risks Relating to Due Diligence of and Conduct at PPC Companies; Expedited Transactions. Before making an investment, PPC will conduct such due diligence as it deems reasonable and appropriate based on the known facts and circumstances applicable to such investment. Due diligence entails evaluation of important and complex business, financial, tax, accounting, technical, environmental, regulatory and legal issues, each as deemed relevant. Outside consultants, legal advisors, accountants, investment banks and other third parties are often involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto, and PPC will often rely on the advice received from such third parties. Such involvement of third-party advisors or consultants has the potential to present a number of risks primarily relating to PPC's reduced control of the functions that are outsourced. In addition, if PPC is unable to timely engage third-party providers, its ability to evaluate and acquire more complex targets can be adversely affected. Investment analyses and decisions by PPC will often be undertaken on an expedited basis in order for a Fund to compete for investment opportunities and/or consummate investments. In such cases, the information available to PPC at the time of an investment decision can be limited, and it is possible that PPC will not always have access to the detailed information necessary for a full evaluation of an investment opportunity. The due diligence investigation carried out with respect to any investment opportunity is unlikely to reveal or highlight all relevant facts necessary or helpful in

evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in an investment being successful or even ensure a return on invested capital.

Reliance on Rating Agencies. Credit ratings of debt obligations or issuer(s) represent the rating agencies' opinions or estimates regarding their credit quality and are not a guarantee of quality. In addition, rating agencies attempt to evaluate the safety of principal and interest payments and do not evaluate the risks of fluctuations in market value. Therefore, such credit ratings will not fully reflect the true risks of an investment. Also, rating agencies will potentially fail to make timely changes to their credit ratings in response to subsequent events and an issuer's current financial condition can be better or worse than a rating indicates.

Limited Access to Information. Investors' rights to information regarding the Funds will be specified, and strictly limited, in the applicable Partnership Agreement. In particular, it is anticipated that PPC will obtain certain types of material information from or relating to PPC Companies that will not be disclosed to investors because such disclosure is prohibited, among other reasons, as a result of contractual, legal or similar obligations outside of PPC's control. Decisions by PPC to withhold information can have adverse consequences for investors in a variety of circumstances. For example, there exists the possibility that an investor that seeks to transfer its interest in a Fund will have difficulty in determining an appropriate price for such interest. Decisions to withhold information also can make it difficult for an investor to monitor PPC and the Funds' performance. Additionally, it is anticipated that investors who designate representatives to participate on the advisory board can, by virtue of such participation, have more information about a Fund and its PPC Companies in certain circumstances than other investors generally and be disseminated information in advance of communication to other investors generally. The Funds generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not a Fund succeeds in asserting confidentiality for requested documents and other materials, and PPC reserves the right to withhold certain information from investors subject to such laws for reasons relating to PPC's public reputation, business strategy or other reasons.

Non-U.S. Operations and Investments. While the Funds intend to make investments in PPC Companies headquartered or with significant operations in North America, as determined by PPC, it is possible that any acquired PPC Company will have substantial sales or operations outside of the United States and its territories and possessions. Investments in non-U.S. securities or instruments, or investments with a substantial non-U.S. component, involve certain considerations not typically associated with investing in U.S. securities and instruments, including risks relating to (i) currency exchange matters (including fluctuations in the rate of exchange between the U.S. Dollar and the various non-U.S. currencies in which the Funds' non-U.S. investments are denominated (including risks associated with potentially rapid inflation), and costs associated with conversion of investment principal and income from one currency into another); (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which the Funds invest; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between the U.S. and

non-U.S. securities markets (including potential price volatility in, and relative illiquidity of, certain non-U.S. securities markets); (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less or more government supervision and regulation; (vi) certain economic, social and political risks (including potential exchange control regulations, restrictions on non-U.S. investment and repatriation of capital, and the risks of political, economic, governmental or social instability (including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation)); (vii) the possible imposition of non-U.S. taxes on income, gains and gross sales or other proceeds recognized with respect to non-U.S. securities or instruments; (viii) the application of complex U.S. and non-U.S. tax rules to cross-border investments; (ix) possible non-U.S. tax return filing requirements for the Funds and/or certain investors; (x) differing and potentially less well-developed or well-tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors; (xi) differences in the legal and regulatory environment (including enhanced legal and regulatory compliance); (xii) political hostility to investments by foreign or private equity investors; and (xiii) less publicly available information.

Additionally, the Funds will perhaps be less influential than other market participants in jurisdictions where such Funds or PPC does not have a significant presence, and it is generally expected that there will be greater difficulty enforcing the Funds' or PPC's legal rights in a non-U.S. jurisdiction. It is possible that the Funds will be subject to additional risks, which include possible adverse political and economic developments, possible seizure or nationalization of foreign deposits and possible adoption of governmental restrictions which would adversely affect the payment of principal and interest to investors located outside the country of the issuer, whether from currency blockage or otherwise. Furthermore, certain of the Funds' investments will potentially be subject to brokerage taxes levied by non-U.S. governments, the effect of which would be to increase the cost of such an investment and reduce the realized gain (or increase the realized loss) on such an investment at the time of its disposition. While PPC intends, where it deems appropriate, to manage the Funds in a manner that will minimize exposure to the foregoing risks (although PPC does not expect to, in the ordinary course, hedge currency risks) and to take these factors into consideration in making investment decisions for the Funds, there can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of the Funds that are held in certain non-U.S. jurisdictions.

Non-U.S. Currency Risks. Although the Funds' investments are expected to be U.S. Dollar-denominated, any investment that is denominated in a non-U.S. currency would be subject to the risk that the value of the particular currency in which such investment is denominated will change in relation to one or more other currencies, including the U.S. Dollar, which is the currency in which the books of the Funds are kept and contributions and distributions generally will be made. Among the factors that can affect currency values are: trade balances between nations; short-term interest rates; variations in the relative value of similar assets in different currencies; long-term opportunities for investment and capital appreciation; and political developments. The Funds and/or the PPC Companies expect to incur costs in converting investment proceeds from one currency to another. PPC is authorized to, but it is under no obligation to, employ

hedging techniques to manage currency exchange exposure, although there can be no assurance that such techniques will be effective. Interests in the Funds are denominated in U.S. Dollars, and prospective investors in any country in which U.S. dollars are not the local currency should note that changes in the exchange rate between the U.S. Dollar and such local currency can have an adverse effect on the value, price or income of an investment in a Fund. Foreign exchange regulations are often applicable to investments in certain jurisdictions. Any fees, costs and expenses incurred by a non U.S. investor in converting its local currency to U.S. Dollars in order to make capital contributions to a Fund will be borne solely by such non U.S. investor, will be in addition to the amounts required to be contributed, and will not be part of a Fund Commitment of such non U.S. investor.

Need for Follow-on Investments. Following its initial investment in a given PPC Company, a Fund may decide to provide additional capital to such PPC Company or will have the opportunity to increase its investment in a PPC Company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There can be no assurance that a Fund will make follow-on investments or that a Fund will have sufficient funds to make all or any of such investments. Any determination by a Fund not to make follow-on investments or its inability to make such investments can have a substantial negative effect on a PPC Company in need of such investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments has the potential to result in a lost opportunity for a Fund to increase its participation in a successful PPC Company or the dilution of a Fund's ownership in a PPC Company if a third party invests in such PPC Company.

Long-Term Investments. The term of the Funds and the holding period for their respective PPC Company investments are expected to be longer than those of many other private equity funds.

As a result, certain risks that are generally associated with an investment in a private equity fund have the potential to be heightened in respect of an investment in the Funds. For example, it is possible that an investment in the Funds will be illiquid for a longer period, Management Fees will be payable for a longer period and/or in a greater aggregate amount, and PPC Companies will be more likely to experience employee and/or management turnover during a Fund's holding period with respect thereto, in each case as compared to many other private equity funds.

Secondaries and other PPC-Led Transactions. There continues to be a significant market in the private equity buyout sector for secondary sales, general partner-led transactions, continuation funds, successor fund investments, and other similar portfolio company disposition strategies. The foregoing typically involves an auction process run by an investment bank and a buyer (or buyer group) who agree to purchase a portion of one or more PPC Companies that will continue to be managed by PPC following the transaction. Such transactions are undertaken for various reasons by sponsors, including, for example, to balance competing interests between offering liquidity to existing investors and maintaining exposure to an asset where PPC believes there is the potential for additional value generation and upside, although PPC has not historically undertaken any secondary transactions of this nature. Where undertaken, existing investors in

an applicable vehicle are typically offered certain options relating to whether they want to receive liquidity in the transaction or continue to maintain exposure to the asset, assets, or a new portfolio of assets (including a portfolio that is permitted to combine assets from multiple Funds sponsored by PPC). Each of these transactions implicates potential conflicts between the interests of the Funds or investors and those of PPC that typically are not applicable to more traditional PPC Company sales. For example, because PPC will continue to manage and receive Management Fees and carried interest relating to the assets post-transaction, its incentives generally are not aligned with those of investors who elect to sell their interests.

Furthermore, although the valuation of a portfolio investment will be based on a third-party valuation, valuations are inherently subjective in certain respects and rely on a variety of assumptions. Valuations are based in large part on information as of the applicable period, and market conditions can change materially after that date. Accurate valuations are more difficult to obtain in times of low transaction volume because there are fewer market transactions that can be considered in the context of the appraisal. In addition, the process of valuing portfolio investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values can differ from values that would have been determined had an active market existed for such portfolio investments and can differ from the prices at which such portfolio investments ultimately will be sold. As such, the carrying value of an investment will likely not reflect the price at which the investment can be sold in the market, and the difference between carrying value and the ultimate sales price can be material. Accordingly, such values have the potential to not accurately reflect the actual market values of the investment, and, thus, investors will likely make decisions as to whether to continue to hold an interest in an investment without complete and accurate valuation information. As a result, the valuation of such an investment and the distributions to each of a Fund's investors, including PPC, will potentially not accurately reflect the fair value of the interests. There are also potential conflicts of interest among the selling Fund, PPC and the buyer group relating to the valuation and consideration offered for the PPC Company(ies) subject to the transaction.

In each case, there can be no assurance that PPC will identify all conflicts of interest or resolve or mitigate all conflicts of interest in the favor of the Funds or any individual investor. Given the variables, it is difficult to predict whether any given Fund, PPC Company or group of PPC Companies would be an appropriate party to such transactions; however, PPC reserves the right, in its sole discretion, to determine to engage in secondary sales, general partner-led transactions, continuation funds, successor fund cross-sales, or any other similar portfolio company disposition strategies, subject to any approvals required in the relevant Partnership Agreement of any applicable Fund.

Non-Control Investments. The Funds intend from time to time to invest in non-controlling interests in one or more operating companies and, therefore, expect to have limited ability to control or influence the management and operations of the relevant companies. Similarly, the Funds are permitted to co-invest with third parties through joint ventures or other entities, thereby acquiring non-controlling interests in certain investments. In such cases, the Funds must rely on the existing management team and governing bodies of such companies, which generally

will include representation of other financial investors with whom neither PPC nor the Funds are affiliated and whose interests can conflict with the interests of the Funds. Moreover, in the case where the Funds co-invest, such investments typically will involve risks not present in investments where a third party is not involved, including the possibility that a third-party partner has economic or business interests or goals which are inconsistent with those of the Funds, or will be in a position to take action contrary to the Funds' investment objectives. In addition, the Funds can, under certain circumstances, be held liable for the actions of their third-party partners. While PPC generally expects to obtain appropriate minority shareholder rights with respect to any non-control investment made on behalf of the Funds, there can be no assurance that such minority shareholder rights will be available or that such rights will provide sufficient protection of the Funds' interests.

Credit Risks of Investments in Debt Instruments. Credit portfolios are subject to credit risk, which is the likelihood that an issuer will default in the payment of principal and/or interest on its obligations, among other covenants and requirements. Financial strength and solvency of an issuer are key factors influencing credit risk. Issuers will face intense competition, changing business and economic conditions or other developments that can adversely affect their performance and increase credit risk. In addition, subordination, lack of or inadequacy of collateral or credit enhancement for a debt instrument can affect its credit risk. Credit risk will likely change over the life of a Fund's investment. In addition, issuers can contest enforcement of foreclosure or other remedies, seek bankruptcy protection against such enforcement and/or bring claims for lender liability in response to actions to enforce mortgage obligations. If any of the above occurs, the Funds' ability to make anticipated distributions to investors can be delayed or otherwise adversely affected.

Non-Payment of Principal and Interest; Adequacy of Collateral. The Funds' investments are subject to the risk of non-payment of scheduled interest or principal by the issuers with respect to such investments. Such non-payment would likely result in a reduction of income to the Funds and a reduction in the value of the investments experiencing non-payment. Although the Funds are permitted to make investments that PPC believes are secured by specific collateral, the value of which typically exceeds the principal amount of the investment at the time of initial investment, there can be no assurance that the liquidation of any such collateral would satisfy the issuer's obligation in the event of non-payment of scheduled interest or principal payments with respect to such investment, or that such collateral can be readily liquidated. In addition, in the event of bankruptcy of an issuer, the Funds can experience delays or limitations with respect to its ability to realize the benefits of the collateral securing an investment.

Under certain circumstances, collateral securing an investment will be released without the consent of the Funds. Moreover, the Funds' secured loans will likely be unperfected for a variety of reasons, including the failure to make required filings and, as a result, the Funds will potentially not have priority over other creditors as initially anticipated. First lien loans made by the Funds can, in certain cases, provide a first priority lien over some, but not all, of the assets of the relevant company. The Funds are also permitted to invest in second lien loans, high yield securities, marketable and non-marketable preferred equity securities, and other unsecured

investments each of which involves a higher degree of risk than first lien secured loans. Furthermore, the Funds' right to payment and its security interest, if any, can be subordinated to the payment rights and security interests of other secured lenders with respect to some or all of the assets of a company. Certain investments will have an interest-only payment schedule, with the principal amount remaining outstanding and at risk until the maturity of the investment. In such cases, a company's ability to repay the principal of an investment can be dependent upon a liquidity event or the long-term success of the company, the occurrence of which is uncertain.

Time Required for Maturity of Investments. PPC expects to actively invest in portfolio investments through the end of the investment period and certain investments will have maturities longer than the maturity of a Fund. PPC generally seeks to make debt investments where it expects that the principal amount of such instrument will be paid prior to the stated maturity of such instrument; provided, that there is no guaranty that borrowers will repay such obligations prior to the stated maturity date, or that the instrument will not be amended to extend the stated maturity date or otherwise modify the terms. Furthermore, the Funds can, in connection with collateral held by it, acquire non-marketable common or preferred equity securities and other illiquid assets with equity participation features, which, to the extent that they have value at all, will likely not have realizable value for a significant period of time. Accordingly, it is unlikely that significant distributions to investors will occur for a number of years from the date of the applicable capital contributions with respect to such investments, and certain investments will potentially be disposed of upon dissolution of a Fund for less than their potential value.

Risk of Borrower Default. The return of principal of a Fund's loans will depend in large part on the creditworthiness and financial strength of the borrowers of such loans, all or a portion of which borrowers will potentially not be cash flow positive and/or will potentially not have generated substantial revenue at the time of such Fund's investment therein. PPC intends to monitor on an ongoing basis the creditworthiness of borrowers of loans in which the Funds will invest. If there is a default by the borrower under any of the Funds' loans, PPC will under most circumstances have contractual remedies pursuant to the loan agreements, potentially including the sale of collateral. However, exercising such contractual rights can involve delays or costs, and any available collateral can prove to be unsaleable or saleable only at a price less than the loan amount, which will likely result in a loss to the Funds. A default by the borrower under any of the Funds' loans can result in the relevant Fund being unable to liquidate such loans prior to the termination of a Fund (including in connection with any necessary restructuring of such loans). As a result, upon the termination of a Fund, investors therein can potentially receive in-kind distributions in respect of such loans and will potentially be unable to protect their interests effectively.

Interest Rate Risk. Credit portfolios are subject to interest rate risks; changes in the prevailing market interest rates can negatively affect the value of the credit investments in the Funds' portfolio. The ability of companies or businesses in which the Funds will invest to refinance debt instruments or repay debt obligations (including making payments to the Funds as a creditor with respect thereto) will depend on their ability to obtain financing, including by selling new securities or instruments in the high yield debt or bank financing markets, which at certain points

have been extraordinarily difficult to access at favorable rates. Volatility and instability in the credit or securities markets can also increase the risks inherent in the Funds' investments. Interest rate changes can affect the value of a debt instrument indirectly (especially in the case of fixed rate securities and other instruments) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate credit instrument and falling interest rates will have a positive effect on price. Adjustable-rate instruments also react to interest rate changes in a similar manner, although generally to a lesser degree. Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Additional factors that have the potential to affect market interest rates include inflation, slow or stagnant economic growth or recession, unemployment, and instability in domestic and foreign financial markets. The Funds expect that they will periodically experience imbalances in their assets and liabilities as a result of changes in interest rates. In a changing interest rate environment, the Funds will likely not be able to manage this risk effectively. If the Funds are unable to manage interest rate risk effectively, the Funds' performance can be adversely affected.

Prepayment of Investments. Loans are generally pre-payable in whole or in part at any time at the option of the issuer at par plus accrued and unpaid interest thereon, and occasionally plus a prepayment premium. Prepayments on loans can be caused by a variety of factors which are often difficult to predict. Consequently, there exists a risk that loans purchased at a price greater than par will experience a capital loss as a result of such a prepayment. When credit market conditions become more attractive to issuers, the rate of prepayment of the Funds' portfolio investments would be expected to increase as issuers refinance to take advantage of such improved conditions, which can negatively impact the Funds. Additionally, the Funds will potentially be unable to reinvest any prepaid loan amounts into other similarly situated investment opportunities or at all.

Nature of Mezzanine and Other Subordinated Investments. Certain of the Funds' investments can consist of loans, securities and/or other instruments, or interests in pools of securities and/or other instruments that are subordinated or will be subordinated in right of payment and ranked junior to other securities and/or instruments issued by, or loans made to, obligors. Mezzanine and other subordinated debt investments involve a high degree of risk with no certainty of any return of capital. Although subordinated debt is senior to common stock and other equity securities in the capital structure, it can be subordinated to large amounts of senior debt and are often unsecured.

While subordinated debt investments have the potential to benefit from the same or similar financial and other covenants as those enjoyed by the indebtedness ranking ahead of such investments and will potentially benefit from cross-default provisions, some or all of such terms will not be part of particular investments. In addition, the ability of the subordinated debt holders to influence a company's affairs, especially during periods of financial distress or following an insolvency, is likely to be substantially less than that of senior creditors. For example, under terms of subordination agreements, senior creditors are typically able to block the acceleration of the mezzanine debt or other exercises by the subordinated creditors of their rights.

Accordingly, the Funds will not be able to take the steps necessary to protect their investments in a timely manner or at all. Further, the unsecured debt in which the Funds will invest has the potential to not be protected by financial covenants or limitations upon additional indebtedness, can potentially have limited liquidity and will likely not be rated by a credit rating agency.

Subordinated debt investments can increase the Funds' exposure to adverse economic factors such as significantly rising interest rates, severe downturns in the economy or deterioration in the condition of the portfolio investment on the subordinated debt investment. Conversely, mezzanine loans and other subordinated debt investments are often less risky than equity investments because the claims of subordinated debt investors are typically senior to those of equity holders in the company. In the event that any portfolio investment on a mezzanine loan or other subordinated debt investment is unable to generate sufficient cash flow to meet the principal and interest payments on its indebtedness, the value of the Funds' investment in such loan can be significantly reduced or even eliminated.

If a portfolio investment becomes subject to insolvency proceedings in any jurisdiction, the rights of holders of mezzanine and subordinated debt can be adversely affected. Such proceedings and related laws and remedies can vary substantially from jurisdiction to jurisdiction, can create the right of such portfolio investment to avoid certain unfavorable contracts or obligations and can result in significant delay and/or limitations on repayment of amounts owed to the Funds. With respect to the Funds' investments in the form of subordinated debt instruments, upon any distribution to the relevant borrower's creditors in a bankruptcy, liquidation or reorganization, or similar proceeding, the holders of such borrower's senior and/or secured indebtedness (to the extent of the collateral securing such obligation) will be entitled to be paid in full before any payment will be made on the Funds' investment. In the event of a bankruptcy, liquidation or reorganization or similar proceeding relating to such a borrower, the Funds will typically participate with all other holders of such borrower's indebtedness in the assets remaining after the borrower has paid all of its senior and/or secured indebtedness (to the extent of the collateral securing such obligation). Such borrower has the potential to not have sufficient funds to pay all of its creditors, and the Funds can receive nothing, or less, ratably, than the holders of senior and/or secured indebtedness of such borrower or the holders of indebtedness that is not subordinated.

Investments in Convertible Debt and Preferred Securities. Although it is not likely to be their primary investment focus, the Funds are permitted to make investments in convertible debt securities and/or other instruments. Such debt will likely be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or a significant portion of which can be secured. Moreover, such debt investments will potentially not be protected by financial covenants or limitations upon additional indebtedness and there is no minimum credit rating for such debt investments. Other factors can materially and adversely affect the market price and yield of such debt investments, including investor demand, changes in the financial condition of the applicable issuer, government fiscal policy and domestic or worldwide economic conditions.

The Funds are permitted to also invest in preferred securities which are rated in the lower rating categories by the various credit rating agencies or, more commonly, in comparable non-rated securities. Securities in the lower rating categories and comparable nonrated securities are subject to greater risk of loss of principal and interest than higher rated and comparable non-rated securities and are generally considered to be predominantly speculative with respect to the issuer's capacity to pay interest and repay principal. They are also generally considered to be subject to greater risk than securities with higher ratings and comparable non-rated securities in the case of deterioration of general economic conditions. Because investors generally perceive that there are greater risks associated with the lower rated and comparable non-rated securities, the yields and prices of such securities can be more volatile than those for higher rated and comparable non-rated securities. The market for lower rated and comparable non-rated securities is thinner, often less liquid and less active than that for higher rated and comparable non-rated securities, which can adversely affect the prices at which these securities can be sold and can even make it impracticable to sell such securities.

Nature of Investment in First Lien Senior Loans. The assets of the Funds' portfolio are permitted to include first lien senior secured debt, including term loans and can pay interest at a fixed or floating rate. The Funds will potentially acquire interests in first lien loans by way of purchase or assignment in the primary and secondary markets. The purchaser of an assignment typically succeeds to all the rights and obligations of the assigning institution and becomes a contracting party under the legal documentation with respect to the debt obligation; however, its rights can be more restricted than those of the assigning institution. In addition, if the Funds acquire loans pursuant to an assignment, it is possible that the Funds' claims will be subject to attack (i.e., equitable subordination (as more fully discussed below) or disallowance) on account of the conduct of the transferee. Some of the senior secured loans acquired by the Funds can be rated below investment grade or will likely not be rated by a credit rating agency. Senior secured loans with no or low credit ratings can be more illiquid than other debt instruments; there can be no assurance that levels of supply and demand in senior secured loan trading will provide an adequate degree of liquidity.

The factors affecting an issuer's first lien loans, and its overall capital structure, are complex. Some first lien loans will not necessarily have priority over all other debt of an issuer. For example, some first lien loans will permit other secured obligations (such as overdrafts, swaps or other derivatives made available by members of the syndicate to the company) or involve first liens only on specified assets of an issuer (e.g., excluding real estate). Issuers of first lien loans will have two tranches of first lien debt outstanding, each with first liens on separate collateral. Furthermore, any secured debt is secured only to the extent of its lien and only to the extent of underlying assets or incremental proceeds on already secured assets. In the event of a chapter 11 filing by an issuer, title 11 of the United States Code (11 U.S.C. §§ 101 - 1532) authorizes the issuer to use a creditor's collateral and to obtain additional credit by grant of a priority lien on the issuer's property, senior even to liens that were first in priority prior to the bankruptcy filing, as long as the issuer provides what the presiding bankruptcy judge considers to be "adequate protection," which can, but need not always, consist of the grant of replacement or additional liens or the making of cash payments to the affected secured creditor. The imposition of prior

liens on a Fund's collateral would adversely affect the priority of the liens and claims held by a Fund and can adversely affect a Fund's recovery on its investments.

It is common for first lien debt to be repaid prior to its maturity; thus, the actual duration of such investments is typically shorter than their stated final maturity calculated solely on the basis of the stated life and repayment schedule. Generally voluntary prepayments are permitted, and can be made with or without prepayment penalty to the issuer. Consequently, the timing of prepayments cannot be predicted with any accuracy. The degree to which issuers prepay senior debt, whether as a contractual requirement or at their election, can be affected by general business conditions, market interest rates, the issuer's financial condition, and competitive market conditions among lenders.

Nature of Investment in Second Lien Senior Loans. The assets of the Funds' portfolio are permitted to include second lien senior secured debt, including term loans, which can pay interest at a fixed or floating rate. Investments in second lien senior loans can be unsecured and will rank behind the issuer's secured indebtedness, including first lien senior loans.

Second lien loans are subject to the same risks associated with loans in general described above under "Nature of Investment in First Lien Senior Loans." However, second lien senior loans are subordinate in right of payment to one or more senior secured loans of the related borrower and, therefore, are subject to additional risk that the cash flow of the related borrower and the property securing the loan will be insufficient to repay the scheduled payments to the Funds after giving effect to any senior secured obligations of the related borrower. Second lien senior loans are also expected to be a more illiquid investment than senior secured loans for such reason. There also is less likelihood that the Funds will be able to sell participations in or assignments of second lien loans that it acquires, which would expose the Funds to increased risk.

Environmental, Social and Governance ("ESG") Matters. PPC maintains an ESG policy and seeks to integrate certain ESG factors into its investment process in accordance with its policy and subject to its fiduciary duty and any applicable legal, regulatory, or contractual requirements. Depending on the investment, the impact of developments connected with ESG factors, including greenhouse gas ("GHG") emissions, energy management, worker health and safety, environmental compliance, and business ethics and transparency, can have a material effect on the return and risk profile of the investment. There is no guarantee that PPC will be able to successfully implement its ESG policy or make investments in companies that create a positive ESG impact while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized, or any judgment exercised, by PPC or a third-party ESG advisor, will reflect the beliefs, values, internal policies, or preferred practices of any particular investor or other asset managers or reflect market trends. There are also significant differences in interpretations of what positive ESG characteristics mean by region, industry, and topic. PPC's interpretations and decisions are expected to differ from others' views and will likely also evolve over time. In addition, in evaluating an investment, PPC expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting

sources which can be incomplete, inaccurate, or unavailable, and which have the potential to cause PPC to incorrectly assess a company's ESG practices and/or related risks and opportunities. PPC does not intend to independently verify all ESG information reported by the PPC Companies or third parties. Further, considering ESG qualities when evaluating an investment can result in the selection or exclusion of certain investments based on PPC's view of certain ESG-related and other factors and can cause the Funds not to make an investment that it would have made or to make a management decision with respect to an investment differently than it would have made in the absence of such ESG Policies, which have the potential to negatively impact the Funds' performance. Additionally, ESG factors are only some of the many factors that PPC expects to consider in making an investment. Although PPC considers the application of its ESG framework to be an opportunity to enhance or protect the performance of its investments over the long-term, PPC cannot guarantee that its ESG program, which depends in part on qualitative judgments, will positively impact the financial, climate, or ESG performance of any individual investment or the Funds as a whole. For the avoidance of doubt, however, PPC does not expect to subordinate the Funds' investment returns or increase the Funds' investment risks as a result of (or in connection with) the consideration of any ESG factors. Similarly, to the extent PPC or a third-party ESG advisor engages with the PPC Companies on ESG-related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the financial or ESG-related performance of the investment.

In addition, PPC's ESG framework, including PPC's ESG policy and associated procedures and practices, is expected to change over time. In certain circumstances, PPC will determine in its discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing, or other considerations. It is also possible that market dynamics or other factors will make it impractical, inadvisable, or impossible for PPC to adhere to all elements of the Funds' investment strategy, including with respect to ESG risk and opportunity management and impact, whether with respect to one or more individual investments or to the Funds' portfolio generally.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and PPC's adoption and adherence to various such principles, frameworks, methodologies, and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement, and disclosure of ESG factors. For example, on May 25, 2022, the SEC proposed amendments to rules and reporting forms concerning ESG factors, which rules are not in final form and therefore cannot be determined as to how they will affect the Fund. There can also be an increase in related enforcement through efforts such as those of the SEC's Climate and ESG Enforcement Task Force, established in March 2021. PPC's ESG policies can become subject to additional regulation in the future, and PPC cannot guarantee that its current approach (including its ESG policy) or the Funds' investments will meet future regulatory requirements, reporting frameworks, or best practices, increasing the risk of related enforcement. Compliance with new requirements has the potential to lead to increased management burdens and costs.

Weather and Climate Risk. Global climate change is widely considered to be a significant threat to the global economy. Certain assets in particular will face risks associated with climate change, including risks related to the impact of climate-related legislation and regulation (both domestically and internationally), risks related to climate-related business trends, and risks stemming from the physical impacts of climate change, such as the increasing frequency or severity of extreme weather events and rising sea levels and temperatures. Additionally, the Paris Agreement and other regulatory and voluntary initiatives launched by international, federal, state, and regional policymakers and regulatory authorities as well as private actors seeking to reduce GHG emissions will potentially expose certain assets to so-called “transition risks” in addition to physical risks, such as: (i) political and policy risks (e.g., changing regulatory incentives and legal requirements, including with respect to GHG emissions, that can result in increased costs or changes in business operations), (ii) regulatory and litigation risks (e.g., changing legal requirements that can result in increased permitting, tax and compliance costs, changes in business operations, or the discontinuance of certain operations, and litigation seeking monetary or injunctive relief related to impacts related to climate change), (iii) technology and market risks (e.g., declining market for assets, products and services seen as GHG intensive or less effective than alternatives in reducing GHG emissions), and (iv) reputational risks (e.g., risks tied to changing investor, customer, or community perceptions of an asset’s relative contribution to GHG emissions). PPC cannot rule out the possibility that climate risks, including changes in weather and climate patterns, can result in unanticipated delays or expenses and, under certain circumstances, can prevent completion of investment activities or the effective management of assets once undertaken, any of which will likely have a material adverse effect on an investment or the Funds.

Climate Change. Certain Funds have acquired investments that are located in, or have operations in, areas that are subject to climate change. Any investments located in coastal regions are expected to be affected by any future increases in sea levels or in the frequency or severity of hurricanes and tropical storms, whether such increases are caused by global climate changes or other factors. There can be significant physical effects of climate change which can have a material effect on the Funds’ business and operations. Physical impacts of climate change can include increased storm intensity and severity of weather (e.g., floods or hurricanes), sea level rise, fires, and extreme and changing temperatures. As a result of these impacts from climate-related events, the Funds may be vulnerable to the following: risks of property damage to the Funds’ investments; indirect financial and operational impacts from disruptions to the operations of the Funds’ investments from severe weather; increased insurance premiums and deductibles or a decrease in the availability of coverage for investments in areas subject to severe weather; decreased net migration to areas in which investments are located, resulting in lower than expected demand for both investments and the products and services of the Funds’ investments; increased insurance claims and liabilities; increase in energy costs impacting operational returns; changes in the availability or quality of water, food or other natural resources on which the Funds’ business depends; decreased consumer demand for consumer products or services resulting from physical changes associated with climate change (e.g., warmer temperature or decreasing shoreline could reduce demand for residential and commercial properties previously viewed as desirable); incorrect long-term valuation of an equity investment due to changing conditions not

previously anticipated at the time of the investment; and economic distributions arising from the foregoing.

General Market Risks

Economic and Market Conditions. The state of the private equity industry, generally, and the success of the Funds' investment activities, specifically, will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, and U.S. and global political and socioeconomic circumstances. Such factors are unpredictable and cannot be controlled by PPC. Conditions such as financial market volatility, illiquidity and/or decline, a generally unstable economic environment (including as a result of a slowdown in economic growth and/or changes in interest rates or foreign exchange rates) and/or a deterioration in the capital markets can negatively impact the availability of attractive investment opportunities for the Funds, the Funds' ability to make investments, the availability of funding to support the Funds' investment objectives, the performance and/or valuation of the Funds' investments, and/or the Funds' ability to dispose of investments. In addition, the public market comparable earnings multiples that are frequently used to value privately held PPC Companies and investors' risk-free rate of return can be impacted. In such an environment, a Fund can be more likely to pay reverse break-up, termination or other fees and expenses in the event that a Fund is not able to close a transaction (whether due to lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices PPC believes reflect the fair value of such investments. Such conditions could result in substantial or total losses to a Fund in respect of certain investments, which losses will likely be exacerbated by the presence of leverage in a PPC Company's capital structure.

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

Deterioration of Credit Markets. The ability of the Funds and the PPC Companies to effectively execute their respective strategies will be dependent on the health of the U.S. and global credit markets. In the event that, as a result of an economic downturn or otherwise, credit markets deteriorate and it becomes more difficult for investment funds such as the Funds to obtain

favorable financing for investments, the Funds' ability to consummate investments will potentially be adversely affected, an effect of which is likely to be a slower-than-anticipated rate of capital deployment by the Funds. A persistent credit market deterioration can result in limited availability of credit to consumers, homeowners and/or businesses, which can lead to an overall weakening of the U.S. economy and/or global economies. In such a situation, it is possible that PPC Company performance would decline and/or the value of PPC Companies be diminished. As a result, the Funds' ability to realize its investments at favorable times and/or for favorable prices can be negatively impacted, which also can result in longer-than-anticipated holding periods for investments. Accordingly, a deterioration in credit markets can negatively affect the Funds' ability to achieve its investment objectives and/or generate attractive returns for investors.

Inflation Risk. Inflation can potentially affect the Funds' performance in a number of ways. High rates of inflation and rapid increases in the rate of inflation generally have a negative impact on financial markets and the broader economy. In an attempt to stabilize inflation, governments will likely impose wage and price controls or otherwise intervene in a country's economy. Governmental efforts to curb inflation, including by increasing interest rates or reducing fiscal or monetary stimuli, often have negative effects on the level of economic activity. Certain countries, including the United States, have recently seen increased levels of inflation, and persistently high levels of inflation can have a material and adverse impact on the Funds' investments and their aggregated returns.

During periods of rising inflation, interest rates of any floating-rate instruments held by the Funds or issued by their subsidiaries can increase, which would tend to reduce returns for investors. The market value of the Funds' investments can potentially decline in value in times of higher inflation rates. Some of the Funds' investments can potentially have income linked to inflation, whether by regulation, contractual arrangement, or other means. However, as inflation will affect both income and expenses, any increase in income can potentially be insufficient to cover increases in expenses.

Moreover, as inflation increases, the real value of the interests in the Funds and distributions therefrom can decline. If the Funds are unable to increase the revenue and profits of their investments at times of higher inflation, it will potentially be unable to pay out higher distributions to investors to compensate for the relative decrease in the value of money, thereby affecting the expected return of investors. The Funds can also be adversely affected if the market value of their investments declines during times of higher inflation.

Geopolitical and Force Majeure Events. An unstable geopolitical climate and continued threats of irregular warfare could have a material adverse effect on general economic conditions, market conditions and market liquidity. U.S. military actions around the globe; the threat or occurrence of terrorist attacks in the future; rising oil, energy and other commodity or material prices (including those resulting from the unavailability thereof); and the United States' military, economic and political responses to terrorism all can have material consequences on the U.S. and global economies. PPC is not able to predict the extent, severity or duration of the effect of any past or future irregular warfare and related events or quantify the impact that these events

can have on investment objectives or the markets where an underlying Fund investment will be located. For example, the United States and governments globally have seen a rise in populist and nationalist tendencies, with political parties espousing such themes gaining strength in local and national elections. The continued threat of irregular warfare and the impact of military or other action have led to and will likely lead to increased volatility in prices for certain commodities and could affect certain PPC Companies' financial results. Additionally, a serious pandemic or a natural disaster could severely disrupt the global, national and/or regional economies. A resulting negative impact on economic fundamentals and consumer confidence has the potential to increase the risk of default of particular portfolio investments, negatively impact market value, increase market volatility and cause credit spreads to widen, and reduce liquidity, all of which could have an adverse effect on a Fund's returns and ability to make new investments. No assurance can be given as to the effect of these events on the value of or markets for portfolio investments.

Certain force majeure events (*i.e.*, certain major events beyond the control of the party claiming that the event has occurred, including war, acts of God, fire, flood, earthquakes, war, terrorism, labor strikes, pandemics, outbreaks of an infectious disease or any other serious public health concern) can adversely affect the ability of PPC, its affiliates, a General Partner, the Funds, PPC Companies, counterparties of the foregoing or other persons or entities to perform their respective obligations. The cost of repairing or replacing assets damaged by a force majeure event can be considerable. In addition, repeated or prolonged service interruptions resulting from a force majeure event can result in a permanent loss of customers, substantial litigation or significant penalties for regulatory or contractual non-compliance (though, in some cases, agreements will be terminable if a force majeure event is so catastrophic as to render it incapable of remedy within a reasonable, pre agreed time period). The occurrence of a force majeure event can, directly or indirectly, have a material adverse effect on the Funds and/or any of their respective PPC Companies.

Public Health Emergencies. Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and COVID-19, have resulted and can create significant market volatility and disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which can result in significant losses to a Fund.

Labor Relations. Certain PPC Companies have a unionized work force or employees who are covered by a collective bargaining agreement, which could subject any such PPC Company's activities and labor relations matters to complex laws and regulations relating thereto. Moreover, a PPC Company's operations and profitability could suffer if it experiences labor relations challenges. Upon the expiration of any such collective bargaining agreement, there can be no guarantee that a PPC Company will be able to negotiate a new collective bargaining agreement on terms favorable to it, and its business operations at one or more of its facilities will potentially be interrupted as a result of labor disputes or difficulties and delays in the process of renegotiating such collective bargaining agreement. A work stoppage at one or more such facility

could have a material adverse effect on such PPC Company's business and financial condition. In addition, any such issues have the potential to bring scrutiny and attention to the applicable Fund itself, which could adversely affect such Fund's ability to implement its investment objectives.

Investment Structuring and Legal Risks

Unfunded Pension Liabilities of PPC Companies. In at least one circuit, a court found that, in certain circumstances, a fund could be treated as a "trade or business" for purposes of determining pension liability under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Therefore, where a Fund owns 80% or more (or possibly under certain circumstances, less than 80%) of a PPC Company, such Fund (and any other 80%-owned PPC Companies of such Fund) might be found liable for certain pension liabilities of such a PPC Company to the extent the PPC Company is unable to satisfy such liabilities. The Funds will, from time to time, invest in PPC Companies that have unfunded pension fund liabilities, including structuring the investment in a manner where the Funds own an 80% or greater interest in such PPC Companies. If the Funds and/or any 80%-owned PPC Companies of such Funds were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of such Funds and the PPC Companies in which such Funds invest. This discussion is based on current court decisions, statutes and regulations regarding control group liability under ERISA as in effect as of the date of this Brochure, which can change in the future as applicable case law and guidance develops.

Litigation. The transactional nature of the Funds' business exposes the Funds and PPC generally to the risk of third-party litigation. Accordingly, in the ordinary course of its business, such persons and entities expect to be subject to litigation from time to time. Under the Partnership Agreements, the Funds generally will be responsible for indemnifying the General Partners and certain other persons and entities for costs they are likely to incur with respect to such litigation not covered by insurance. The outcome of litigation proceedings can adversely affect the value of a Fund in a material manner, and such litigation can continue without resolution for extended periods of time. Additional regulation could also increase the risks of third-party litigation. Any litigation carries the potential to consume substantial amounts of PPC's time and attention, and such time and attention, as well as the devotion of other resources, spent in connection with such litigation can, at times, be disproportionate to the amounts at stake in such litigation.

Multi-Step Transactions. In the event a Fund determines to effect an investment in a PPC Company by means of a multi-step transaction (e.g., a first-step cash tender offer, a stock purchase followed by a merger, or a simultaneous acquisition and concurrent merger of two separate companies), there can be no assurance that, following one or more initial steps, the remainder of such investment will be successfully consummated. As a result, such Fund would generally be expected to acquire only partial control over such a PPC Company or only partial access to its cash flows to service any debt incurred in connection with its acquisition, in each case relative to what PPC originally intended.

Lack of Co-Investment Availability. The Funds' investment strategy relies significantly on the use of co-investors, including the Pritzker Investors, and in certain cases, other third-party co-

investors. To the extent that PPC has identified an investment opportunity that would otherwise be suitable for a Fund, but PPC is unable to identify a sufficient number of third-party co-investors, or the co-investors identified do not have sufficient capital available to co-invest in such opportunity, PPC will, in some cases, pass on or delay pursuing such opportunity, and a Fund would therefore miss out on additional gains or incur additional losses. A default or failure to fund by a co-investor would be expected to have a similar detrimental effect.

Management Risks

Reliance on PPC Company Management. The success of many of the PPC Companies will be heavily dependent on the management of such PPC Companies. In general, the management team of each PPC Company will be responsible for its day-to-day operations. Additionally, PPC will establish the capital structure of the PPC Companies on the basis of financial projections, which will be based in significant part on input from PPC Company management teams. Although PPC will be responsible for monitoring the performance of each PPC Company, and the Funds generally intend to invest in PPC Companies with strong management or otherwise recruit strong management to PPC Companies, there can be no assurance that a PPC Company's management team will be able or willing to successfully operate a PPC Company in accordance with a Fund's objectives. It is possible that a PPC Company will need to attract, retain and develop executives and members of their management teams. The market for executive talent during the life of a Fund can be highly competitive. There can be no assurance that the management team of a PPC Company in place on the date of a Fund's investment in such PPC Company will remain the same or continue to be affiliated with such PPC Company throughout the period in which such PPC Company is held by a Fund. There can be no assurance that any PPC Company will be able to attract, develop, integrate and retain suitable members of its management team, and, as a result, a Fund can be adversely affected thereby.

In-House Models. In addition to other analytical tools, PPC and its affiliates utilize in-house financial models to evaluate prospective investments and monitor and value existing holdings. The accuracy and effectiveness of these models cannot be guaranteed.

Early Termination of the Investment Period; Early Dissolution of the Funds. Pursuant to and in accordance with the terms of each Fund's Partnership Agreement, it is possible that the investment period could be terminated earlier than anticipated and/or a Fund will be dissolved earlier than anticipated. In each case, a Fund's ability to consummate, manage and/or dispose of investments or otherwise achieve its investment objectives is likely to be negatively affected. In the case of early dissolution, a Fund would likely be required to dispose of investments at a disadvantageous time and/or make in-kind distributions, resulting in investors not having their capital invested and/or deployed in the manner originally contemplated.

Risks Related to Investor Interests

Management Fees. As is generally the case in private equity funds, the relevant Partnership Agreement provides that the Management Fees will be calculated and charged on a basis that generally is not tied to the Fund's then-current net asset value. As further specified in the

relevant Partnership Agreement, from the Effective Date until a date specified in the Partnership Agreement (generally representing the earlier of (i) the end of the Investment Period, (ii) the date the General Partner (or an affiliate thereof) first begins receiving or accruing management fees from another PPC Fund meeting certain criteria, and (iii) the occurrence of certain other events set forth in the Partnership Agreement) (the “Stepdown Date”), Management Fees generally will be charged based on a formula tied to the amount of the Fund’s aggregate Commitments held by partners not designated as “affiliated partners” by the General Partner. Further, after the Stepdown Date, Management Fees generally will be charged and calculated based on a formula tied to the amount of investment contributions made by the Fund that have not been realized or permanently written down.

Under the Partnership Agreement, where the fair market value of an investment exceeds the total amount of investment contributions relating to such investment, post-Stepdown Date Management Fees will not be calculated based upon such appreciated value, and will instead continue to be calculated based on the amount of such investment contributions. However, where there has been a partial distribution, partial write down or partial sale of an investment and the fair market value of such investment following such event exceeds the total amount of investment contributions relating to such investment, the Partnership Agreement does not require Management Fees after the Stepdown Date to be reduced. Following the Stepdown Date, the amount of Management Fees otherwise payable will be reduced based on the ratio of the fair value of each relevant remaining investment(s) as compared against the amount of total investment contributions relating to such investment(s). Accordingly, subject to the foregoing and except where the Partnership Agreement expressly provides to the contrary, Management Fees will not be reduced (in whole or in part) in the case of partial distributions or partial sales of investments. As a result, the amount of Management Fees generally will not correspond with fluctuations in the Fund’s net asset value, including following the Investment Period, and will not be reduced in connection with any write downs (whether temporary or permanent), except in the case of investments permanently written down.

In many circumstances, the fair value component of such post-Stepdown Date Management Fees will include capitalized transaction-specific expenses of unrealized investments. Further, Management Fees generally will not be reimbursed or refunded under the Partnership Agreement in the event of realizations, dispositions or partial write-downs that occur partway through the relevant calculation period.

The Partnership Agreement sets forth the full list of terms under which Management Fees will be reduced, offset or otherwise be limited, and consequently investors should expect to bear the full specified Management Fee rate in the Partnership Agreement until they are reduced in the circumstances and on the date(s) specified therein.

Investments Longer than Term. A Fund is authorized to make investments that cannot be advantageously disposed of prior to the date such Fund is dissolved, either by expiration of such Fund’s term or otherwise, or a Fund’s term can be extended to facilitate the wind-down of such Fund. Although PPC generally expects that most investments will be disposed of prior to a Fund’s

dissolution or will be suitable for in-kind distribution at the time of such Fund's dissolution, PPC has a limited ability to extend the term of a Fund, and it is possible that a Fund will be required to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of its dissolution. To the extent that such investments are held in trust in connection with a Fund's dissolution, such trusts would likely incur operating and formation expenses. In addition, there can be no assurance with respect to the timeframe in which a Fund's winding up and final distribution of proceeds to investors will occur.

Delayed Tax Information. There can be no guarantee that the Funds will be able to provide final tax filing information to investors for any given fiscal year until after the initial tax filing deadlines for investor tax returns. Accordingly, investors should plan to obtain extensions of the filing dates for their income tax returns. Each prospective investor should consult with its own advisor as to the advisability and tax consequences of an investment in a Fund.

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

Additional operational risks arise from such factors as processing errors, human errors, inadequate or failed internal or external processes, failures in systems and technology (including those highlighted below under "Cyber Security"), changes in personnel, errors caused by third parties or other disruptive events. While PPC has adopted a business continuity program designed to minimize the disruption these events could otherwise cause to normal business operations, business continuity programs are inherently limited. For example, PPC could experience unanticipated contingencies or the planned controls and oversight may not function as intended. In addition, certain circumstances, including natural disasters, war, terrorism, public health crises, power or utility shortages and other system failures and malfunctions, could prevent PPC and its service providers from performing certain tasks, potentially for extended periods of time, including funding an investment, finalizing valuations, making a distribution or reporting to investors. Any such failure could cause losses to a Fund.

Cyber Security. The information technology systems of PPC, the Funds and/or their respective affiliates (including the PPC Companies) are potentially vulnerable to damage or interruption from computer viruses, ransomware attacks, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches (including business email compromise attacks), usage errors by their respective professionals, power outages and

catastrophic events (including fires, tornadoes, floods, hurricanes and earthquakes). The use of internet or cloud-based programs, technologies and data storage applications generally heighten these risks, and the risks of attack are expected to be heightened in remote work environments. In addition, PPC's systems could be vulnerable to supply-chain attacks, wherein attackers target third parties providing software or services in order to introduce vulnerabilities in PPC's network or systems. Although PPC and its affiliates have implemented various measures designed to manage risks relating to these types of events, such risks could be beyond the control or ability of PPC and its affiliates to manage, and if such a system is compromised, becomes inoperable for an extended period of time or ceases to function properly, PPC, the General Partners, the Funds and/or a PPC Company will often be required to spend time and/or incur expenses seeking to fix or replace such system or otherwise remedy the effects of such issues. The failure of such a system and/or disaster recovery plan can cause significant interruptions in PPC's, the General Partners', the Funds' and/or a PPC Company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data (including information relating to investors and/or the beneficial owners of investors, prospective Fund investments and/or PPC Company performance, follow-on investments and/or exits). Such a failure could harm PPC's, the General Partners', the Funds' a PPC Company's, an investor's or a beneficial owner of an investor's reputation, subject such persons to legal claims and/or regulatory actions, or otherwise affect the business and financial performance of such persons. To the extent that a PPC Company is subject to cyber-attack or other unauthorized access is gained to a PPC Company's systems, such PPC Company could be subject to substantial losses, in the form of stolen, lost or corrupted: (i) customer data or payment information; (ii) customer or PPC Company financial information; (iii) PPC Company software, contact lists or other databases; (iv) PPC Company proprietary information or trade secrets; and/or (v) other items. In certain events, a PPC Company's failure or deemed failure to address and mitigate cybersecurity risks can be the subject of civil litigation or regulatory or other action. The use of internet or cloud-based programs, technologies, and data storage applications generally heightens these risks. Any of such circumstances could subject a PPC Company or a Fund to substantial losses, including losses related to misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state, or terrorist actors, can also attempt fraudulently to induce PPC Companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at PPC or one of its affiliates or service providers holding its financial or investor data, PPC, its affiliates or the Funds will also be at a risk of loss despite efforts to prevent and mitigate such risks under PPC's related policies and procedures.

The service providers of PPC, the Funds and/or their respective affiliates are subject to the same electronic information security threats as PPC, the Funds and/or their respective affiliates. If a service provider fails to adopt or adhere to adequate data security policies, or in the event of a breach of its networks, information relating to the transactions of the Funds and personally identifiable information of the investors can be lost or improperly accessed, used, or disclosed.

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

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

For example, California has passed the California Consumer Privacy Act of 2018, as amended, and the European Union (the “EU”) has enacted the General Data Protection Regulation (EU 2016/679), each of which broadly impacts businesses that handle various types of personal data, potentially including private fund managers and their funds and investments. Such laws impose stringent legal and operational obligations on regulated businesses, as well as the potential for significant penalties.

Other jurisdictions, including other U.S. states, have implemented, proposed or are considering similar Privacy Laws, which could impose similarly significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include PPC, the General Partners, the Funds and/or their respective PPC Companies.

Certain Tax and Regulatory Considerations

Tax Considerations Differ for Each Investor. Investors in the Funds include taxable and tax-exempt entities and are resident, for tax purposes, or subject to tax, in many different countries. As a result, different investors have differing tax interests with respect to their investments in the Funds, including in relation to the structuring of investment acquisitions and dispositions. The tax position of investors in the Funds differ according to the investor’s particular financial and tax situation. It is possible that different tax outcomes will arise in connection with decisions made by PPC regarding an investment that are more beneficial for one type of investor than

another type of investor, especially with respect to tax matters, and the structure of a Fund and/or its investments will not necessarily be tax efficient for any particular prospective investor. No undertaking is given that amounts distributed or allocated to investors will have any particular characteristics or that any specific tax treatment will be enjoyed. Further, no assurance is given that any particular investment structure in which a Fund has a direct or indirect interest will be suitable for all investors and, in certain circumstances, it is possible that such structures will lead to additional costs or reporting obligations for some or all of the investors. In selecting, structuring, acquiring and disposing of investments, PPC generally will consider the investment objectives (including tax structuring considerations) of each Fund as a whole, not the investment, tax or other objectives of any investment individually. Prospective investors should consider their own tax position in relation to acquiring, holding and potentially disposing of an interest in a Fund, consulting their own tax counsel as appropriate.

Hedging Arrangements. PPC is authorized (but is not obligated to) endeavor to manage the Funds' or any PPC Company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. The Funds generally incur costs related to such hedging arrangements, which can be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements can result in losses greater than if hedging had not been used. In certain cases, particularly in OTC contexts, hedging arrangements will subject the Funds to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts can expose the Funds to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements have the potential to create an obligation for PPC (and/or any of its affiliates) to register with the U.S. Commodity Futures Trading Commission (the "CFTC") or other regulator or comply with an applicable exemption. Losses can result to the extent that the CFTC or any other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances in which the ability of a Fund or a PPC Company to hedge its exposures becomes limited by such requirements.

CFIUS and National Security/Investment Clearance Considerations. Certain investments by the Funds that involve the acquisition of a U.S. business, including foreign businesses with U.S. subsidiaries, assets, employees, facilities, and/or operations, are subject to, or legally require, review and approval by the U.S. Committee on Foreign Investment in the United States ("CFIUS") and/or non-U.S. national security/investment clearance regulators depending on the beneficial ownership and control of interests in the Funds. In the event that CFIUS or another regulator reviews one or more of the Funds' proposed or existing investments, there can be no assurances that a Fund will be able to maintain, or proceed with, such investments on terms acceptable to a Fund. It is possible that CFIUS or another regulator will seek to impose limitations on or prohibit one or more of a Fund's investments. Such limitations or restrictions can prevent the Funds from maintaining or pursuing investments, which could adversely affect a Fund's performance with

respect to such investments (if consummated) and thus such Fund's performance as a whole. Failure to submit required filings can result in significant financial penalties for each transaction party, as well as reputational damage and potential legal restrictions on future investments. In addition, CFIUS is actively pursuing transactions that were not notified to it and can ask questions regarding, or impose restrictions or mitigation on, transactions post-closing. In addition, certain of the investors are non-U.S. investors, and in the aggregate can comprise a substantial portion of the aggregate Commitments in a Fund, which increases both the risk that investments can be subject to review by CFIUS, and the risk that limitations or restrictions will be imposed by CFIUS or other non-U.S. regulators on a Fund's investments. In the event that restrictions are imposed on any investment by a Fund due to the non-U.S. status of an investor or group of investors or other related CFIUS or national security considerations, PPC in its discretion reserves the right to choose to restrict such investor's or group of investors' ability to invest in any such portfolio investment and further, if applicable, restrict such investor's or group of investors' rights to participate in or vote on certain decisions of the advisory board with respect to such investment. However, there can be no assurance that any restrictions implemented on any such investor or any such group of investors will allow a Fund to maintain, or proceed with, any investment. Moreover, the Funds are permitted to invest in portfolio companies that have previously taken capital from, or will in the future take capital from, investors that are considered "foreign" for CFIUS purposes; in such cases, CFIUS requirements can adversely impact a PPC Company's ability to obtain or retain business or otherwise make it more difficult for the Funds to realize a profit from an investment. Heightened scrutiny of foreign investment in companies by CFIUS and similar non-U.S. national security regulators, including through changes to the implementing laws and regulations or agency practice, can constrain the universe of suitable buyers for a PPC Company and thus can limit the ability of the Funds to successfully exit investments. Current legislation pending before the United States Congress contemplates regulating outbound investment to countries and companies deemed to be averse to U.S. national security and foreign policy interests. If such legislation is not enacted, similar outbound investment controls can be implemented under the auspices of an executive order. Any restrictions on U.S. outbound investment can limit the universe of prospective investments available to the Funds making it more difficult to deploy capital, and/or adversely affect the governance and operations of the Funds' investments and thus the performance of the Funds.

Potential Conflicts of Interest

PPC engages in a broad range of advisory and non-advisory activities, including investment activities for the account of the Funds, and providing transaction-related, legal, management and other services to the Funds and the PPC Companies, including such non-advisory services to the PPC Companies, as well as PPC's non-discretionary investment sub-advisory services with respect to the legacy portfolio of private equity investments held by the Pritzker Investors and other co-investors in such investments. PPC will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the relevant Partnership Agreement, although each Fund and its respective investments will place varying levels of demand on these over time. In the ordinary course of PPC conducting its activities, the interests of a Fund have the potential to conflict with the interests of PPC, one or

more other Funds, PPC Companies, the Pritzker Investors or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, PPC will determine all matters relating to structuring transactions and Fund operations using its best judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory boards of the participating Funds.

Relationship with the Pritzker Investors. As described above, certain Pritzker Investors will be offered the opportunity to invest alongside the Funds in each PPC Company investment, as further described in the relevant Partnership Agreements. PPC believes that the investment by the Pritzker Investors in each PPC Company generally will operate to align the interests of PPC, the Funds and the Pritzker Investors, and guidelines on the allocation of investment opportunities included in the relevant Partnership Agreements have been designed, in part, to maintain such alignment of interests.

However, in light of the relationships among PPC, the respective direct and indirect owners and employees of PPC and their respective affiliates (collectively, the “PPC Group”) and the Pritzker Investors, as well as the significant amounts invested by the Pritzker Investors, certain conflicts among the interests of the PPC Group, the Funds and the Pritzker Investors are likely to arise from time to time. In particular, the PPC Group generally has pre-existing relationships with the Pritzker Investors and their affiliates (including, in many cases, familial relationships) and is expected to have ongoing relationships with the Pritzker Investors and the entities that manage and/or administer the Pritzker Investors (together with their affiliates and employees, the “Pritzker Entities”).

Except as otherwise described below, investment opportunities within the Funds’ target investment objectives, strategy, scope and investment criteria/guidelines (including any target capital deployment) that the General Partners determine their respective Funds should pursue (the “Target Criteria”) generally will be allocated between the applicable Funds, the Pritzker Investors and any additional co-investors (including members of the Pritzker Advisory Board, a sub-set of Senior Advisors engaged by PPC to provide strategic and other support for PPC, the Funds and the PPC Companies, who are expected to invest along-side the Funds and the Pritzker Investors in PPC Company investment opportunities) in accordance with a Fund’s investment opportunity allocation guidelines, as described in the relevant Partnership Agreement. PPC and the Pritzker Entities historically have invested in a broad range of investment opportunities across industry and product types (including, in some cases, those falling within the Target Criteria for the Funds), and are expected to continue to do so as well as source, make, hold and/or dispose of investments independently of the Funds, and will have no obligation to offer any such opportunities to Fund investors. The Pritzker Entities generally are not restricted from sourcing, making, holding or disposing of any investment falling outside of the Funds’ Target Criteria independently of the Funds (other than with respect to PPC Companies); in addition to the foregoing, the Pritzker Investors are permitted to invest in investment opportunities falling within the Funds’ Target Criteria (including any such opportunities recommended by PPC (e.g., in connection with the non-discretionary investment advisory services provided by PPC)), to the extent that PPC determines in its sole discretion that such investment is more suited to be an

add-on acquisition in respect of an existing investment held by the Pritzker Entities rather than the subject of a platform investment or add-on investment of the Funds or any of the PPC Companies, respectively. From time to time the Pritzker Investors are expected to make passive investments in third-party managed commingled vehicles having similar investment objectives and scope as the Funds (as well as co-investments offered by those managers), in which case the Pritzker Investors will not exercise control or influence over the investment decisions made with respect to such vehicles, and the Pritzker Investors are authorized to pursue any such investment opportunities independently and without any obligation to offer such investment opportunities to such Fund. The amount of such other investment activity by the Pritzker Entities is expected to be substantial and, in general, neither such other investments nor any transactions related thereto will be disclosed to the Funds or their respective investors, and neither the Funds nor their respective investors will receive economic or other rights thereto. In certain cases, such other investments can be (or can become) competitive with one or more PPC Companies or potential PPC Companies.

The potential for other conflicts of interest with the Pritzker Entities includes that: (i) the Pritzker Investors represent a significant source of co-investment alongside the Funds; (ii) certain Pritzker Investors and/or related entities own a controlling interest in PPC and have the right to receive allocations of carried interest, distributions of revenue or other economic interests therefrom, although in such capacity they will not participate in the day-to-day business, investment decisions or operations of PPC or the Funds; (iii) PPC expects to receive compensation, including monitoring fees and/or carried interest, with respect to the Pritzker Investors' investments alongside the Funds, without offset to the Management Fee or any other compensation payable by the Funds; (iv) PPC provides certain non-discretionary sub-advisory services in addition to monitoring and operational management consulting services similar to those provided to the Funds and the PPC Companies with respect to (A) existing investments held by the Pritzker Investors and other co-investors in such investments, and (B) any other investments made by Pritzker Group or the Pritzker Investors independently of the Funds (which other investments are intended to be limited as described above), and, in each case, to receive compensation (including sub-advisory fees, monitoring fees and/or carried interest, whether at the PPC level or at the transaction level with respect to individual PPC personnel) in connection therewith; (v) the PPC Group and the Pritzker Entities (and/or, in certain cases, companies owned by either the Funds or the Pritzker Entities) are expected to contract to receive certain services from the same third-party service providers, including in certain cases under umbrella agreements applicable to multiple such parties; (vi) members of the PPC Group contract to receive certain services (including with respect to information technology and pooled employee benefits) from the Pritzker Entities; (vii) the Pritzker Entities are expected to refer investors, service providers (including service providers that from time to time provide services to the Pritzker Entities and/or Pritzker Group on an exclusive or nearly exclusive basis) or potential investment or disposition opportunities to the Funds on a non-compensated basis; and (viii) the PPC Group reserves the right to refer investors, service providers or potential investment or disposition opportunities that do not otherwise satisfy the Target Criteria, as determined by PPC in its sole discretion, to the Pritzker Entities on a non-compensated basis.

The General Partners intend to review the relevant circumstances of these and any other potential conflicts of interest of which they become aware in a manner consistent with their duties to the Funds.

Transactions among PPC Funds; Investing in Different Levels of the Capital Structure. Potential conflicts of interest are expected to arise if more than one Fund makes an investment in a PPC Company, which is expected to occur with respect to certain Funds and/or the IDF (and any other similar insurance dedicated funds for which PPC provides investment sub-advisory services). For instance, it is possible the Funds will not invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies. This has the potential to result in differences in price, investment terms, leverage and associated costs between the Funds. There can be no assurance that the Funds will exit the investment at the same time or on the same terms. If additional capital is necessary to preserve or protect a Fund's portfolio investments, including in situations where the related issuer is experiencing financial or other difficulties, or to finance growth or other opportunities, the Funds will potentially, but are not required to provide such additional capital, and such relevant Fund generally will supply such additional capital in such amounts, if any, as determined in the discretion of PPC, subject the terms of the relevant Partnership Agreements.

Subject to the Funds' guidelines on the allocation of investment opportunities and the applicable Partnership Agreement, it is possible that a Fund will acquire and dispose of its interests in a PPC Company at the same time or at separate times and on similar or different terms than another Fund, and PPC reserves the right to make independent decisions related thereto. As a result, a Fund will potentially purchase an investment at a time when another Fund is selling the same or a similar investment, or vice versa. PPC also reserves the right to pursue recapitalization transactions in which certain equity interests in the Funds' PPC Companies are sold to other PPC Funds and/or third-party co-investors. Any such acquisition or disposition can have a positive or negative effect on the market value of the applicable investment of such Fund. There can be no assurance that the return on a Fund's investments will not be less than the returns obtained by any other Funds participating in the investment.

If a Fund enters into any indebtedness or guaranty with another Fund on a joint and several basis, PPC can cause a Fund to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, PPC would likely be subject to conflicts of interest between the Funds. PPC intends to mitigate any potential conflicts by structuring such agreements in a manner intended to cause each of the Funds to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Investment opportunities are expected, from time to time, to be appropriate for more than one Fund at the same, different or overlapping levels of a PPC Company's capital structure. For example, the Funds are permitted to invest in certain debt instruments and will potentially hold such instruments of a PPC Company in which another Fund holds an equity investment. In such cases, conflicts of interest (potentially including conflicting fiduciary duties) can arise in

determining the terms of investments and in managing investments on a going-forward basis, particularly in cases where Funds invest in different classes or types of interests of a single PPC Company. It is possible that other conflicts of interest will arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. For example, following any actual, or in anticipation of any imminent or probable, payment or other event of default by an existing or prospective PPC Company or any subsidiary thereof with respect to debt interests held by other Funds in such existing or prospective PPC Company or subsidiary, as applicable, such other Funds, subject to the terms of such debt interests, shall be permitted to abstain from any vote or vote and otherwise act consistently with the majority of investors in such debt interests that are not affiliated with PPC, in connection with any determination by, or actions of, holders of such debt interests in connection with such default, any related restructuring or work-out, or similar adverse credit event, which shall not constitute a violation of any duties to which PPC is subject under applicable law. In certain circumstances, PPC will make decisions regarding the appropriate action to be taken with respect to such PPC Company or subsidiary thereof, as applicable, including the terms of any financial restructuring or work-out, in the collective best interests of the Funds and such other Fund, and such determinations, if made in good faith, shall be deemed consistent with PPC's fiduciary duties to the Funds to the maximum extent not prohibited by applicable law.

Still other conflicts of interest can arise in cases where a Fund desires optimal flexibility to grow a PPC Company, while it is possible another Fund with interests in the same PPC Company will want to place tighter restrictions on the type and the amounts of such PPC Company's permitted investments and acquisitions. Decisions about what action should be taken in the case of financial distress of a PPC Company, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring raise conflicts of interest, and the interests of different Funds will, in some cases, diverge significantly. If a Fund has the potential to incur a loss on its investment as a result of such difficulties, PPC's ability to recommend actions in the best interests of a Fund might be impaired. In the event a Fund has a controlling or significantly influential position in a PPC Company, it will have the ability to elect some or all of the board of directors of such a PPC Company, thereby controlling the policies and operations, including the appointment of management, future issuances of securities, payment of dividends, incurrence of debt and entering into extraordinary transactions. In addition, a controlling Fund is likely to have the ability to determine, or influence, the outcome of operational matters and to cause, or prevent, a change in control of such a company. It is possible that such management and operational decisions will, at times, be in direct conflict with other Funds that have invested in the same PPC Company that do not have the same level of control or influence over the PPC Company. Although PPC will employ procedures to address such conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to all Funds.

PPC Company Board Appointees. In respect of PPC Companies, PPC intends that the Funds (together with the Pritzker Investors) generally will make controlling investments. As a result of these controlling interests, the Funds typically will have the right to appoint members to the board of directors of the applicable PPC Company (including current or former employees or

executives of PPC or affiliates of the Pritzker Investors, or persons serving at their request), or to influence their appointment, and to determine, or influence the determination of, their compensation. Unless a Fund's allocable portion of any such amount is subject to the relevant Partnership Agreement's offset provisions, it will be in addition to the Management Fee or carried interest discussed herein. For the avoidance of doubt, the portion of any such compensation or other amounts attributable to amounts co-invested by the Pritzker Investors in such PPC Company will not be subject to such offset provision. PPC's authority to appoint or influence the appointment of PPC Company board members who are involved in approving any such compensation or other amounts subjects PPC and any such PPC Company board appointees to potential conflicts of interest.

Business with the State of Illinois. To avoid actual and perceived conflicts of interest, the Funds generally will not, and will seek to direct PPC Companies to not, directly transact material business with the State of Illinois, including its administrative agencies and other governmental or quasi-governmental bodies that receive material funding from the Illinois General Assembly. As such, the Funds and the PPC Companies have the potential to miss out on certain business opportunities as a result of their association with the Pritzker Investors and such restrictions.

Reimbursements. A PPC Company typically will reimburse PPC or service providers retained at PPC's discretion for expenses (including travel expenses) incurred by PPC or such service providers in connection with the performance of services for such PPC Company. This subjects PPC to potential conflicts of interest because the Funds generally do not have an interest or share in such reimbursements, and the amount of such reimbursements over time is expected to be substantial. Subject to the Partnership Agreements and PPC's internal reimbursement policies and practices, PPC will determine the amount of such reimbursements in its own discretion.

Time and Attention of the PPC Team. Members of the PPC team are expected to spend a portion of their business time and attention pursuing and managing investment opportunities for the Funds, as well as managing and monitoring legacy investments and/or any other investments made by the Pritzker Investors independently of the Funds, and in the future can spend a portion of their business time and attention pursuing investment opportunities for other products. PPC believes that the investment of the PPC team in the Funds, as well as the PPC team's interest in the carried interest that can be generated by the Funds, operate to align, to some extent, the interest of the PPC team with the interest of investors, although members of the PPC team also have or can have economic interests in other products and/or legacy investments, including interests in monitoring fees and/or carried interests relating thereto. At such time as PPC is permitted to raise a successor investment fund, the PPC team will continue to manage the Funds' investments, but likely will focus investment activities to a greater degree on other opportunities and areas unrelated to the current Funds' investments. In addition, unless restricted by the Governing Documents or PPC's policies, PPC personnel are permitted to serve on boards or act in other roles unaffiliated with PPC, the Funds or the PPC Companies, including boards of charitable and educational institutions, public companies and former PPC Companies, and receive compensation in connection with such services and roles. Such companies are not PPC

Companies and, as a result, any compensation received by an employee is not subject to the Management Fee offset described above, or otherwise shared with the Funds and/or investors.

Products or Services Received from PPC Companies. From time to time, certain PPC Companies are expected to provide PPC with products or services that such PPC Companies regularly produce or provide as part of their business operations at reduced rates or without charge. Because these PPC Companies offer such discounts to customers other than the PPC Group or the PPC Entities as part of their standard commercial practices in an effort to expand their respective customer bases, PPC believes that the potential for conflicts of interest relating to such discounts is mitigated. In other situations, a PPC Company may offer products or services to members of the PPC Team or their affiliates on arms' length terms in accordance with the PPC Company's standard business practices. The provision of such products or services to the PPC Team or their affiliates could reduce the availability of such products or services to third-party customers and have a negative impact on the PPC Company's go-forward commercial relationship with any such third parties. In addition, PPC has incentives to use or to recommend products or services of one PPC Company to another, which will often involve fees, commissions, servicing payments, or other compensation. Potential conflicts of interest arise in making such recommendations, as PPC has incentives to maintain goodwill between it and its former, existing, and prospective PPC Companies, and as a result the products or services recommended potentially have the potential to not be the best or lowest cost option. In most cases, the Funds will not consent, participate in the negotiations or be directly involved in such arrangements.

Allocation of Investment Opportunities; Co-Investment. During the commitment period of a Fund, all appropriate investment opportunities (as determined in PPC's discretion, and in accordance with the relevant provisions of any applicable Partnership Agreement) will be pursued by PPC principals through such Fund, subject to certain limited exceptions (e.g., the requirement in Fund II and Fund III to present a specified portion of each investment as a co-investment opportunity for the Pritzker Investors). Following the commitment period of a Fund, PPC principals likely will focus their investment activities on other opportunities and areas unrelated to such Fund's investments. Without limitation, PPC expects in the future to raise other Funds, to the extent permitted by the relevant Partnership Agreement, and PPC or its affiliates reserve the right to direct certain relevant investment opportunities to such other Funds. In addition, to the extent such other Funds are formed, PPC personnel will manage and monitor the investments of such Funds until their realization. Such other investments have the potential to compete with the PPC Companies of a particular Fund.

From time to time, PPC will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles managed by PPC or its advisory affiliates. In determining which investment vehicles should participate in such investment opportunities, PPC and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Investments by more than one Fund in a PPC Company also raises the risk of using assets of a Fund to support positions taken by other Funds.

PPC must first determine which Funds or other parties (*e.g.*, the Pritzker Investors) will, or are required to, participate in the relevant investment opportunity in accordance with each Fund's Partnership Agreement. In addition to any requirements in the relevant Partnership Agreement(s), PPC generally assesses whether an investment opportunity is appropriate for a particular Fund based on various factors including but not limited to: a Fund's investment restrictions and objectives (including those set forth in the relevant Fund's Partnership Agreements, where applicable); life cycle; investment and operating guidelines; diversification limits, tax and regulatory considerations; and other relevant factors. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. PPC will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable under the circumstances over time consistent with PPC's obligations and will take into consideration factors such as those set forth above.

There can be no guarantee that PPC's allocation of investment opportunities among Funds will be (and in fact, often will not be) proportional based on available Commitments. Therefore, such allocations have the potential be more advantageous to one Fund relative to another Fund. While PPC will allocate investment opportunities in a way that it believes in good faith is fair and equitable to the applicable Funds under the circumstances over time, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which such allocation is made, will be as favorable as they would be if the potential conflicts of interest did not exist.

When identifying potential add-on opportunities, PPC must determine the appropriate Funds or PPC Companies to participate in the applicable add-on opportunity and the amount of such add-on opportunity in which they will participate. PPC Companies and other Funds can compete for investment opportunities. Given these factors and the limited number of add-on opportunities, PPC likely will be subject to conflicts of interest in determining the allocation of add-on opportunities. PPC will determine the allocation among Funds in such manner as the applicable General Partners, in their sole discretion, determine in good faith to be fair and equitable, consistent with the relevant Partnership Agreements and the investment allocation factors described below.

Following such determination of allocation among Funds, PPC will determine if the amount of an investment opportunity in which one or more Funds (and, the Pritzker Investors, as applicable) will invest exceeds the amount that would be appropriate for such parties and any such excess will often be offered to one or more potential co-investors, including, without limitation, investors of such Fund (or of another Fund), the Pritzker Investors (which such amounts would be in addition to any amount initially offered to the Pritzker Investors pursuant to the Partnership Agreements), Senior Advisors and third parties, as determined in accordance with the Funds' Partnership Agreements, Side Letters and PPC's internal policies and procedures regarding allocation.

In general, no such party has a right to participate in any co-investment opportunity, and PPC's internal procedures permit (but do not require) it to take into consideration a variety of factors in making such co-investment determinations. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities can be made by PPC or its related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Co-investment opportunities typically will be offered to some and not to other PPC investors. When and to the extent that employees and related persons of PPC and its affiliates make capital investments in or alongside certain Funds, PPC and its affiliates are subject to conflicting interests in connection with these investments.

There can be no assurance that any Fund's return from a transaction will be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed. PPC's allocation of investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations can be more or less advantageous to some such persons relative to others. While PPC will allocate investment opportunities in a manner that it believes in good faith is fair and equitable to the Funds under the circumstances over time and considering relevant factors, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the potential conflicts of interest to which PPC expects to be subject, discussed herein, did not exist.

Interests in Carried Interest and Management Fees. PPC's carried interest in a Fund is based on a percentage of such Fund's net profits and can create an incentive for PPC to cause such Fund to make riskier or more speculative investments. The fact that, except as is otherwise provided in the relevant Partnership Agreement, the Management Fee following a Fund's investment period is generally expected to be calculated based on such Fund's invested capital also can create an incentive for PPC to hold an investment longer than otherwise would be the case. In addition, because a Fund has a fixed investment period after which capital from investors generally can only be drawn down in limited circumstances, and because the Management Fee, following such investment period, is calculated based upon the capital invested by such Fund, the Management Fee structure can create an incentive for PPC to deploy capital when it might not otherwise do so.

Because PPC will retain the portion of Transaction Fees not allocable to a Fund (*e.g.*, those Transaction Fees allocable to the Pritzker Investors, other co-investors and PPC Company management) in connection with Fund investments, it could have a conflict of interest in connection with approving transactions and setting such compensation. In addition, because PPC Company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the PPC Company awarding such compensation.

Use of Credit Facilities. The Funds are permitted to borrow funds pursuant to a revolving credit facility or other debt facility, including a facility based on the aggregate fund Commitments available to be called. A Fund's use of such facilities will be determined by PPC, and the performance of a Fund can be impacted by how PPC causes such Fund to utilize such facilities. Although the use of such a facility can increase a Fund's ability to swiftly invest capital, it also will cause a Fund to incur interest expense. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for investors to make contributions to the applicable Fund, which in certain circumstances enhances a Fund's internal rate of return calculations and thereby can be deemed to benefit the marketing efforts of PPC and its affiliates. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing funds sponsored by PPC) as, to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses (including origination fees), co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the Funds nor the investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities in their entirety, including co-investors' proportionate share of such amounts, which are expected to borne exclusively by the Funds.

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

Cross Transactions. PPC is permitted to arrange for any transaction (a "cross transaction") in which (i) a Fund buys a security from, or sells a security to, the account of another Fund and/or Pritzker Investors (including, *e.g.*, with respect to legacy investments) if PPC deems such transaction to be appropriate for each participating Fund or (ii) in connection with a rebalancing, as provided in the relevant Partnership Agreement, (a) parallel Funds buy or sell a security from

the account of one another or (b) the Funds and the Pritzker Investors buy or sell a security from the account of one another. PPC generally will not receive compensation to effect such transactions. Any compensation expenses or other transaction costs associated with a cross transaction are expected to be allocated among the Funds and/or the Pritzker Investors participating in such cross transaction *pro rata* based upon the expenses that relate to each, unless PPC determines that a different allocation would be more fair or equitable. When effecting cross transactions between Funds, PPC will generally have conflicting responsibilities with respect to such Funds. In certain circumstances, a cross transaction with respect to such entities can be deemed to be a “principal transaction” under the Advisers Act, and any such principal transaction will be conducted in accordance with the provisions of Section 206(3) of the Advisers Act and/or any advisory board consultation or approval as set forth under the Partnership Agreements of the applicable Funds. In effecting a cross transaction, PPC will seek to ensure that the purchase or sale is effected at a price that is comparable to what price could be obtained through an arm’s-length transaction with a third party and that is otherwise fair to both parties, which in some cases can include receiving a fairness opinion, receiving a legal opinion, engaging a placement agent and/or investment banker, each as appropriate. In certain circumstances, PPC reserves the right to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to the Fund under then-current market conditions. PPC will maintain documentation to memorialize the basis for determining fairness in pricing.

Fee and Expense Allocations. Subject to any relevant restrictions or other limitations contained in the Partnership Agreements of the Funds, PPC will allocate fees and expenses in a manner that it believes in good faith is fair and equitable to the Funds under the circumstances over time and considering such factors as it deems relevant, but in its sole discretion. In exercising such discretion, PPC can be faced with a variety of potential conflicts of interest.

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-investment holding vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions generally will be made by PPC or its affiliates using their best judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses are not always expected to be proportional, and any such determinations involve inherent matters of discretion (*e.g.*, in determining whether to allocate *pro rata* based on number of Funds or co-investment holding vehicles receiving related benefits or proportionately in accordance with asset size). The Funds have different expense reimbursement terms, including with respect to Management Fee offsets, which can result in the Funds bearing different levels of expenses with respect to the same investment.

PPC and its affiliates will from time to time incur fees, costs and expenses, including in connection with transactions not consummated, on behalf of the Funds. To the extent practicable, any fees, costs and expenses that are incurred in connection with a consummated investment will be charged to the applicable PPC Company. To the extent such fees, costs and expenses are not charged to a PPC Company, they will be paid by each Fund that participated or was expected to

participate in such investment. The Funds will typically bear a portion of any such fees, costs, and expenses in proportion to the size of its actual or proposed investment, or in such other manner as PPC considers to be fair and equitable under the circumstances over time.

Expenses related to the structuring, formation and operation of any co-investment holding vehicle generally will be allocated *pro rata* (based on the size of the investment made through such co-investment holding vehicle) among the applicable Fund and each co-investor (including the Pritzker Investors, if applicable) participating through such co-investment holding vehicle, or in such other manner as is determined to be appropriate and practicable by PPC in its sole discretion. In the event that a transaction in which a co-investment with a third party other than the Pritzker Investors was to be sought ultimately is not consummated, all obligations, liabilities and out-of-pocket fees (including any break-up fees), costs and expenses relating to such unconsummated transaction are expected to be borne by the applicable Fund and the Pritzker Investors, and not by any other potential or expected co-investors, subject to any restrictions set forth in the relevant Partnership Agreement.

A conflict of interest could arise in PPC's determination whether certain costs or expenses that are incurred in connection with the operation of the Funds meet the definition of Fund operational expenses for which the Funds are responsible, whether such expenses should be borne by PPC or the manner in which PPC allocates expenses among the Funds. The Funds will be reliant on the determinations of PPC in this regard. Because the allocation process can be subjective, from time to time, it is possible that subsequent review of allocations could result in an identification of expenses that should have been allocated in a different manner, in which case measures would be undertaken to correct such circumstance, which might include a reversal of the original expense allocations, if possible, or such other equitable adjustment believed by PPC to be the most appropriate corrective measure to ensure allocations are equitable on an overall basis in PPC's good faith judgment.

Some expenses will potentially be incurred on behalf of one Fund which have the potential to benefit other Funds and/or the Pritzker Investors. For example, information PPC obtains in connection with a Fund's research, due diligence and investment activities will be valuable to other Funds and/or the Pritzker Investors. Additionally, tools and resources developed at PPC's expense will be the intellectual property of PPC and not the Funds.

Employees and Service Providers. From time to time, PPC employs personnel with pre-existing ownership interests in, or who were employed by, PPC, the PPC Companies, prior investments made by the Pritzker Investors, the Pritzker Investors, or any of their respective affiliates. Conversely, former personnel or executives of PPC or any affiliate of the Pritzker Investors are expected from time to time to serve in significant management roles at companies or service providers recommended by PPC or its affiliates. Similarly, PPC and/or its personnel maintain relationships with (or, from time to time, invest in) financial institutions, service providers and other market participants, including managers of private funds, banks and brokers. Certain of these persons invest (or are affiliated with an investor) in, engage in transactions with and/or provide services (including services provided at reduced rates) to PPC, its employees, the General

Partners or a Fund. PPC expects to have a conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to a Fund or a PPC Company if such recommendation, for example, is motivated by a belief that such service provider or its affiliate(s) will continue to invest in one or more Funds that PPC sponsors and manages, will provide PPC or its affiliates information about markets and industries in which PPC operates (or is contemplating operations) or will provide other services that are beneficial to PPC, its employees or any of its affiliates. PPC expects to be subject to a potential conflict of interest in making such recommendations, in that PPC has an incentive to maintain goodwill between itself and the existing and prospective PPC Companies, while there can be no guarantee that the products or services recommended will necessarily be the best available to such PPC Companies.

PPC generally exercises its discretion to recommend to a Fund or to a PPC Company thereof that it contract for services with certain service providers, and from time to time such service providers are expected to include: (i) PPC (or a related person thereof, which can include PPC Companies of one or more Funds), at rates determined or substantively influenced by PPC; (ii) an entity with which PPC, the Pritzker Investors, any current or former PPC personnel, and/or any of their respective affiliates has a relationship or from which such person derives a financial or other benefit, including relationships with joint venturers, co-venturers and other kinds of business partners, or relationships where PPC personnel are or have been seconded, or from which PPC receives or has received secondees; or (iii) an investor or its affiliates. For example, as mentioned above, PPC expects to be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain investors or their affiliates that are engaged in lending or related business. Such discretion subjects PPC to conflicts of interest because, although it intends to select service providers that it believes are aligned with its operational strategies and that will enhance a PPC Company's performance, PPC expects to have an incentive to recommend service providers that benefit the financial or business interests of PPC or any of its affiliates. Additionally, there is a possibility that PPC, because of such incentive or for other reasons (including that the retention of certain persons could establish, recognize, strengthen or cultivate relationships that have the potential to provide longer-term benefits to PPC or one or more Funds), favors the initial or continued retention of such a service provider even if a better price and/or quality of service provider could otherwise be obtained. Whether or not PPC or any of its affiliates has a relationship with or receives financial or other benefits from recommending a particular service provider, there can be no assurance that a more qualified and/or lower cost service provider could not be obtained. Although PPC generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers.

Senior Advisors and Other Consultants. In addition, as described above, PPC Companies (and, to a lesser extent, a Fund) typically pay certain fees to Senior Advisors and other consultants (including consultants introduced or arranged by PPC and/or its affiliates) that regularly provide services to one or more PPC Companies, and such fees do not offset the Management Fee as described herein. Senior Advisors generally make use of PPC resources or otherwise are associated with PPC. In some cases, Senior Advisors and/or Functional Advisors are expected to

spend a portion of their time providing services to PPC and a portion of their time providing services to a Fund or the PPC Companies. Senior Advisors generally receive investment opportunities, reimbursements and other compensation that do not offset the Management Fee of any Fund, as described herein. Although the use of Senior Advisors and the allocation of compensation paid to them by PPC, its affiliates, one or more Funds and/or the PPC Companies thereof subjects PPC and/or its affiliates to potential conflicts of interest, PPC believes that such potential conflicts are reduced by the anticipated cost savings to PPC Companies (which is expected to be to the benefit of the applicable Funds) that will result if the services provided by the Senior Advisors align with PPC's model for the PPC Company and improve PPC Company performance. Although PPC seeks to retain Senior Advisors with a view to reducing costs to PPC Companies (and, ultimately, the Funds) and/or improving PPC Company performance, a number of factors can result in limited or no cost savings from such retention. PPC also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that PPC believes will align such persons' interests with those of the Funds' investors, and seeks to retain only Senior Advisors and other consultants and service providers which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost. Relying on Senior Advisors, Functional Advisors and other consultants creates potential conflicts of interest. For example, PPC typically determines the amount of compensation that will be paid to Senior Advisors and Functional Advisors, and PPC Companies or a Fund may ultimately pay or reimburse PPC for such compensation. The appropriate level of compensation for a Senior Advisor or Functional Advisor can be difficult to determine, especially if the expertise and services he/she provides are unique and/or tailored to the specific engagement. In addition, given that PPC (and not a Fund) otherwise pays the salaries of PPC employees and, in most cases, the engagement fees of Functional Advisors, PPC has incentives to retain individuals as Senior Advisors and Functional Advisors (to the extent the expenses of such Functional Advisors are allocated to the relevant PPC Company) instead of hiring them as employees, or to convert existing employees to Senior Advisors and Functional Advisors.

Employees Seconded to a PPC Company. From time to time, PPC personnel serve in significant management roles at, or otherwise are employed by, a PPC Company in either a full-time or a part-time basis. In such circumstances, such persons leave PPC either permanently or on an interim or indefinite basis in order to serve in a dedicated role at a PPC Company. Prior to their employment with a PPC Company, these personnel typically obtain from PPC a temporary or indefinite leave of absence from PPC, during which period any interest such person has in a Fund's carried interest, if any, typically continues to vest as if such person were still employed by PPC unless and until such person indicates that he or she will not return to PPC as an employee or otherwise leave the employment of (or engagement by) the applicable PPC Company. PPC treats any such person who has been granted a temporary or indefinite leave of absence as a former employee, and any compensation received by such person from the PPC Company is not subject to the Management Fee offset described in Item 5 above.

Employee Investors. It is expected that certain of PPC's employees and personnel will invest in a Fund directly or as part of a General Partner's commitment to a Fund. Subject to applicable law, the terms of an investment by an employee differ from, and are more favorable than, those of an investment by an external Fund investor. For example, employee investors generally will not be subject to a Management Fee and/or carried interest with respect to their investment, may receive information regarding investments at different times than other investors and may benefit from different credit facility arrangements than a Fund.

Industry Relationships. The PPC Group, the Pritzker Entities and their respective affiliates have many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, finders (including PPC Company finders), professional advisors (such as attorneys and accountants), investors and co-investors, as well as current and former directors, officers and employees of various companies (including those held or formerly held, in whole or in part, by the Pritzker Investors or any of their affiliates) and former employees and executives of PPC as well as family members or close contacts of such persons. Certain of these third parties are expected to: (i) introduce investment opportunities to PPC; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential PPC Companies; (iii) introduce PPC Companies to potential acquisition or merger candidates; (iv) facilitate the disposition of PPC Companies; or (v) provide investment banking, consulting, legal or advisory services to PPC, the Funds or the PPC Companies. Such third parties will also provide goods or services to or have business, personal, political, financial or other relationships with PPC or its direct or indirect owners, PPC or its owners or employees, the PPC Team, the Pritzker Investors, or any of their respective affiliates. In other instances, such third parties provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through PPC's entities) to PPC personnel and their estate planning vehicles. In addition, some third parties invest in one or more PPC Funds; co-invest in one or more PPC Companies; or provide other significant business or investment services to PPC, the PPC Funds or the PPC Companies. Such third parties can be entitled to receive a portion of a Fund's proceeds in connection with the sale of a particular PPC Company. Such third parties can also on occasion receive discretionary bonuses, transaction-based fees and/or directors' fees from, participation and/or profits or equity interests in a PPC Company or holding company in exchange for providing their services and such discretionary bonuses, fees, participation and/or profits or equity interests are not subject to the Management Fee offsets described above. These relationships have the potential to influence PPC in deciding whether to select or recommend any such third party to perform services for a Fund or a PPC Company. Compensation in the form of profits or equity interests in a PPC Company or immediate holding company will generally have a dilutive impact on a Fund's investment. The cost of any services provided by such third parties will generally be borne directly or indirectly by the Funds or the PPC Companies, as applicable.

Valuation of Assets. There is not expected to be an actively traded market for most of the Funds' investments. In those situations, when estimating fair market value, PPC will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. PPC has established a valuation

policy, which it will follow when performing portfolio valuations. Each General Partner will determine the value of the relevant Fund's investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that the relevant General Partner will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. In addition, there can be no assurance that the valuation decision of a General Partner with respect to an investment will represent the value realized by the relevant Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. The process of valuing investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values can differ from values that would have been determined had an active market existed for such investments and can also differ from the prices at which such investments ultimately will be sold. PPC's discretion in respect of such valuations can give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of the Management Fee. Generally, there will be no retroactive adjustment in the valuation of any investment, the offering price at which interests in a Fund were purchased by investors or by a Fund, as applicable, or the fees and/or performance-based compensation paid to PPC to the extent any valuation proves to not accurately reflect the realizable value of an investment.

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

Material Non-Public Information. From time to time, PPC, its employees and/or any of their respective affiliates can come into possession of confidential or material, non-public information ("MNPI") concerning specific companies, including as a result of certain PPC personnel serving on the boards of directors of PPC Companies. As a consequence of PPC's inability to use MNPI for investment purposes under applicable securities laws and/or internal policies, it is possible that a Fund's investment flexibility will be constrained. For example, a Fund will generally be restricted from buying or selling an investment which, if MNPI had not been known, such investment decision would not have otherwise been undertaken. Each of PPC, the General Partners and the Funds anticipate that, to minimize the impact of such restrictions, such entities will elect to not receive MNPI in certain situations in which such an election is available. However, due to these restrictions, there can be no assurance that the Funds will be able to liquidate or exit an opportunity in the same manner or on the same timing as would be the case if such restrictions did not apply.

Similarly, anti-money laundering, anti-boycott, and economic and trade sanction laws and regulations in the United States and other jurisdictions have the potential to prevent PPC or the Funds from entering into transactions with certain individuals or jurisdictions. OFAC and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions generally prohibit transactions with or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time to time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the U.S. Department of Justice, and other U.S. and non-U.S. regulators and governmental bodies to challenge, impose conditions on, or reject certain transactions. In certain circumstances, antitrust restrictions relating to the Funds' acquisition of a PPC Company either can preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

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

Advisory Board. Each General Partner has appointed one or more investor representatives to a Fund's advisory board, which has the ability to review and waive compliance with certain provisions of the Partnership Agreement, including resolving potential conflicts of interest situations, and whose approval is required or is expected to be requested in certain circumstances under the relevant Partnership Agreement, including certain approvals or consents required by the Advisers Act. Pursuant to the terms of the Partnership Agreements, all investors are bound by the determinations of the applicable advisory board, regardless of whether an investor is represented by a member of the advisory board. The Partnership Agreements provide that, to the maximum extent not prohibited by applicable law, none of the advisory board members owe any fiduciary duties to the Funds or any other investors. An advisory board member is permitted to consider the interests of the investors it represents over the interests of the investors as a whole when voting or consenting to any matter submitted to the advisory board. Members of the advisory board can have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to the advisory board for consideration or review. In addition, members of the advisory board can have various business and other relationships with PPC and its members, partners, managers, directors, officers, employees and affiliates, and the Pritzker Investors and their affiliates, which relationships have the potential to influence their decisions as members of the advisory board. To the extent that an investor is not represented by a member of the applicable Fund's advisory

board, such investor will have no influence over matters submitted to the advisory board for review or approval.

In addition, members of a Fund's advisory board are members of the advisory boards of one or more other Funds. In such instances, a conflict of interest could be deemed to exist, because the relevant advisory boards can be requested to provide consent with respect to transactions that involve a conflict of interest between the Funds on which such advisory board members serve, and such advisory board members are unlikely to recuse themselves from any vote related to such consent.

Conflicting Interests among Fund Investors and Co-Investors. Investors are expected to have conflicting investment, tax and other interests with respect to their investments in the Funds or otherwise, including conflicting interests that relate to the structuring and timing of investment acquisitions and dispositions. Similar conflicts have the potential to arise among one or more investors, on the one hand, and one or more co-investors (including the Pritzker Investors and/or any investor in its capacity as a co-investor), on the other hand. In addition, PPC is permitted to offer certain investors investment opportunities in different levels of a PPC Company's capital structure than the level in which the applicable Fund has invested, which could exacerbate any divergent interests among investors. For example, with respect to decisions about what action should be taken in the case of financial distress of a PPC Company, an investor holding an indirect interest in the equity of a PPC Company through its interest in a Fund, as well as a direct interest in the debt of a PPC Company, can be incentivized to prefer actions that would protect its debt investment to the detriment of its indirect equity investment. As a consequence, conflicts can arise in connection with decisions made by PPC regarding investments that are more beneficial to certain investors and/or co investors than to others, especially with respect to tax matters. In structuring, acquiring and disposing of investments, PPC generally will consider the investment, tax and other relevant objectives of each Fund and its investors as a whole, rather than the investment, tax or other objectives of any individual investor. However, there can be no assurance that a result will not be more advantageous to some investors than to others or to PPC than to a particular investor.

Secondary Transfers of Fund Interests. To the extent that PPC has discretion to consent to a transfer of an interest in a Fund pursuant to the relevant Partnership Agreement, and subject to any restrictions therein, PPC is permitted to identify one or more persons (including investors in one or more Funds or persons that are not investors, but can potentially in the future invest, in any Funds) to potentially acquire such interest, and will take into consideration a variety of factors in exercising its discretion with respect to such a transfer and with respect to identifying any potential transferees. In the case of ordinary transfers, PPC will not receive compensation for identifying transferees.

Certain Other Conflicts. PPC, its affiliates, and equity holders, officers, principals and employees of PPC and its affiliates are permitted and on occasion buy or sell securities or other instruments that PPC has recommended to a Fund. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and

related persons of PPC are expected to have capital investments in or alongside certain Funds, or in prospective PPC Companies directly or indirectly, and therefore have additional conflicting interests in connection with these investments.

From time to time, PPC has in the past participated, and expects in the future to participate, in joint purchasing, vendor or similar arrangements with its affiliates and other PPC Companies. Participants expect to receive discounts negotiated with various vendors and service providers on a groupwide basis. Participants generally participate in the program without cost. PPC and its affiliates also participate in the program, and receive similar benefits and discounts as the PPC Companies participating therein, although generally only a limited portion of the benefits and discounts obtained by the program are applicable to PPC. No such amounts will result in additional offsets to the Management Fee. Additionally, PPC does not receive a rebate or further discount as a result of its participation in such programs. PPC believes the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to PPC Companies (which are expected to accrue indirectly to the benefit of the applicable Funds) that will result if the negotiated discounts rates for goods and services are discounted relative to those widely available in the market.

Any of these situations subjects PPC and/or its affiliates to potential conflicts of interest. PPC attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by PPC and its advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in an appropriate manner. To the extent that an investment or relationship raises particular conflicts of interest, PPC will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, PPC consults and receives consent to conflicts from an advisory board consisting of investors of the relevant Funds and such other investment vehicles and seeks the guidance of outside third parties, as necessary.

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

Item 9 – Disciplinary Information

PPC and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

On occasion, in the ordinary course of their respective businesses, PPC, the Funds, or the PPC Companies (or their respective directors and executive officers) can be named as defendants in a legal action. Although there can be no assurance of the outcome of such legal actions, PPC does not believe that any current legal proceedings or claims to which PPC, the Funds, or the PPC Companies (or their respective directors and executive officers) are a party, if any, would individually or in the aggregate materially affect an investor's or prospective investor's evaluation of PPC or the integrity of PPC's management.

Item 10 – Other Financial Industry Activities and Affiliations

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

PPC does not any have arrangement with a related person who is a broker-dealer, municipal securities dealer, government securities dealer or broker, investment company, other investment adviser or financial planner, futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships that is material to its advisory business, the Funds or investors. PPC has and will continue to develop relationships with service providers, including legal, accounting, banking, investment banking, tax preparation, insurance brokerage, information technology, compliance and other services. Some of these professionals provide services to PPC principals, the Funds or the PPC Companies. Additionally, some of these professionals are investors in the Funds, either personally or through their company.

As mentioned in Item 4 above, Pritzker Private Capital is affiliated with certain other advisory entities who are considered registered with the SEC under the Advisers Act or otherwise subject to the Advisers Act pursuant to PPC's registration in accordance with SEC guidance. These affiliated advisory entities operate as a single advisory business together with Pritzker Private Capital and serve as general partners of Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions.

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

PPC has adopted a Code of Ethics and Securities Trading Policy and Procedures (the "Code"), pursuant to Rule 204A-1 of the Advisers Act which sets forth standards of conduct that are expected of PPC principals and employees and addresses conflicts that arise from personal

trading. The Code of Ethics requires all supervised persons to place Fund interests ahead of PPC's interests, to avoid taking advantage of his or her position and to maintain full compliance with the federal securities laws. Personal securities transactions by PPC employees are required to be conducted in a manner that prioritizes a Fund's interests in Fund eligible investments. Supervised persons are required upon hire and at least annually thereafter to certify their adherence to the Code.

With respect to third parties that are not subject to the trading restrictions under PPC's Code and that may otherwise obtain sensitive and non-public information relating to a Fund deal (*e.g.*, co-investors, legal, financial, diligence, public relations and other similar service providers), such persons typically are subject to contractual provisions in confidentiality agreements or professional obligations that prohibit the misuse of any such information.

Because PPC's business focuses primarily on private market investments, PPC expects that instances of supervised persons having access to material non-public information regarding publicly-traded securities will be relatively infrequent. PPC's personnel and their covered family members are prohibited from trading, either personally or on behalf of others, in securities while in possession of material non-public information regarding publicly traded securities or communicating material non-public information about such securities to others. Under the Code, certain PPC personnel are required to report their personal securities transactions and file various reports. The Code of Ethics establishes guidelines for personal trading requirements, insider trading and reporting of personal securities transactions, including certain pre-clearance and reporting obligations. PPC maintains a restricted list of issuers about which it has or may be deemed to have material non-public information. Supervised persons are permitted to make securities transactions in their personal accounts, subject to certain limitations. Pre-clearance is required by certain personnel and their covered family members for certain personal securities transactions, including trading in restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to file certain reports and link their brokerage accounts to PPC's compliance software to enable monitoring of personal trading by the Chief Compliance Officer or his or her designee.

A copy of the Code will be provided to any investor or prospective investor upon request to Brad West, PPC's Chief Compliance Officer, at (312) 447-6050.

Principals and employees of PPC and its affiliates generally are expected to directly or indirectly own an interest in one or more Funds, including certain co-investment holding vehicles. To the extent that co-investment holding vehicles exist, such vehicles will generally invest in one or more of the same PPC Companies as a Fund. Co-invest opportunities can also be presented to certain affiliates of PPC, as well as third party investors and other persons (including the Senior Advisors), and such co-investments are typically effected through co-investment holding vehicles, directly in a particular PPC Company or through an intermediate entity in a PPC Company's structure. Such co-investment opportunities generally will be allocated in the manner described in Item 8 above.

PPC and its affiliates, principals and employees intend from time to time to carry on investment activities for their own account, for personal or employee investment vehicles and for family members, friends or others, and on occasion give advice and recommend securities which can differ from advice given to, or securities recommended or bought for, any Fund, even though their investment objectives are the same or similar. The operative documents and investment programs of certain Funds restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Funds or give priority with respect to investments to such Funds. Some of these restrictions are permitted to be waived by investors (or their representatives) in such Funds or be subject to limitations, *e.g.*, by time or percentage of capital deployed. All such employee private investments are subject to pre-approval and review by the Chief Compliance Officer or his or her designee.

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

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

In the event PPC were to recommend a principal transaction or cross transaction, it would only be after: (i) PPC has determined the transaction to be in the best interest of participating Funds; (ii) the transaction is permitted by the relevant Partnership Agreements; (iii) proper disclosure is given to the applicable General Partner(s), investors or advisory board(s), as appropriate; (iv) consent is obtained from the appropriate parties; and (v) PPC ensures that best execution is achieved for the transaction. During 2023, PPC engaged in a warehouse transaction in connection with the first investment in Fund IV. PPC followed the procedures set forth above and obtained prior investor consent for the warehouse transaction as part of the subscription process relating to Fund IV.

Item 12 – Brokerage Practices

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

Whether for private or public securities transactions, PPC selects a broker-dealer or investment banker based on PPC's judgment and upon consideration of a variety of factors, and including but not limited to: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

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

PPC does not receive research or other soft dollar benefits in connection with securities transactions for the Funds, does not receive referrals in connection with selecting or recommending broker-dealers for the Funds, and does not engage in directed brokerage. In the event PPC were to aggregate the purchase or sale of securities for Fund accounts, it would do so on a *pro rata* basis.

Item 13 – Review of Accounts

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. A team of investment professionals including principals and other PPC personnel

closely monitors the PPC Companies in which the Funds invest, and the PPC Chief Compliance Officer (or a designee thereof) periodically checks to confirm that each Fund is maintained in accordance with its stated objectives. Decisions as to when to purchase or sell a PPC Company are made by the PPC Investment Committee. PPC holds board seats for the majority of investments it makes or otherwise acts to influence control of the management of the investments. It is not uncommon for the relevant investment professionals for an investment to be in regular, as often as weekly, contact with the PPC Company's senior management team. A Fund's portfolio is reviewed by a team of investment professionals on an on-going basis which includes those investment professionals assigned to individual PPC Companies. Moreover, partners of PPC monitor PPC Company performance through regular management meetings, as well as detailed reviews of specific PPC Companies that occur as needed.

Each Fund generally will provide to its investors the following written reports: (i) annual GAAP audited and quarterly unaudited financial statements; (ii) annual tax information necessary for each investor's tax return; and (iii) descriptive investment information for each PPC Company annually. PPC also has contact with investors (*e.g.*, personal visits, video conference, telephone and email) throughout the year as requested and/or as conditions warrant.

In the course of conducting due diligence or otherwise, investors periodically request information pertaining to PPC's investments and track record. In responding to such requests, PPC reserves the right to provide information that is not generally made available to other investors who have not requested such information. Additionally, as it pertains to existing investors, upon request or pursuant to contractual obligations, certain investors receive additional information and reporting that other investors do not receive. As a result, certain investors will have more information about a Fund than other investors. PPC will ensure that the disclosure of preferential information rights complies with the Private Fund Rule commencing with its effective date in September 2024.

Item 14 – Client Referrals and Other Compensation

As described in Item 5 above, PPC and/or its affiliates provide certain business or consulting services to the PPC Companies and receive compensation from these companies in connection with such services. These fees are paid pursuant to separate agreements entered into with the PPC Companies to provide certain consulting services that PPC believes will ultimately enhance the value of the companies and benefit the Funds and their investors.

These types of fee arrangements present potential conflicts of interest and provide PPC with an incentive to recommend investments based on compensation received rather than the best interests of the Funds. To help mitigate this potential conflict of interest, as described in the relevant Partnership Agreement, a *pro rata* portion of this compensation will offset the Management Fees paid by such Fund. However, in other cases (*e.g.*, reimbursements for out of pocket expenses directly related to a PPC Company), these fees are in addition to Management Fees.

When raising capital for a new Fund, PPC generally enters into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential investor making a Commitment to, and being accepted into, a Fund. Any fees payable to any such placement agents will be borne by PPC indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant Funds. PPC IV engaged William Blair & Company L.L.C., TransPacific Group LLC and TransPacific Group (Asia) Limited to act as placement agents in connection with the offering of interests in Fund IV. PPC and Fund II and Fund III engaged Credit Suisse Securities (USA) LLC (CSS) and Thomas Capital Group, Inc. to act as placement agents in connection with the offering of interests in Fund II and Fund III and Butterfield Asset Management to act as a placement agent for certain Commitments in Fund III.

Item 15 – Custody

PPC is deemed to have custody of the Funds' assets because the General Partners are not operationally independent from PPC: each Fund's General Partner generally has full discretion and control over Fund investments and cash, including the ability to deduct fees from Fund accounts. PPC maintains custody of assets held in the name of one or more Funds with the qualified custodians indicated in Form ADV Part 1. PPC has elected to undergo an annual GAAP financial statement audit for each of the Funds over which it is deemed to have custody, copies of which are (or will be, for newly closed Funds) distributed to all investors in the Funds no later than 120 days after the end of the applicable Fund's fiscal year end (unless an earlier date is specified in the Partnership Agreement of the applicable Fund). In addition, upon the final liquidation of a Fund, PPC will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP with respect to such Fund to all underlying investors promptly upon completion of the audit.

With respect to Fund assets, called capital is directly deposited or wired into the account(s) of the relevant Fund's qualified custodian(s). PPC receives monthly statements from its qualified custodian(s) on behalf of the Funds.

Item 16 – Investment Discretion

PPC has discretionary authority to manage investments made on behalf of each Fund as detailed in the Partnership Agreement of each Fund. Investment advice is provided directly to the Funds, subject to the discretion and control of the relevant General Partner, and not to investors in the Funds individually. PPC assumes this discretionary authority pursuant to the terms of the relevant Partnership Agreements and powers of attorney executed by the investors of such Fund. Once an investor executes these documents, PPC is not required to contact such investor prior to transacting business in a Fund. Pursuant to the terms of the relevant Partnership Agreements, however, PPC and/or its affiliates have entered into Side Letters with certain investors whereby the terms applicable to such investor's investment in a Fund have been altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. Except where required in the relevant Partnership Agreements, other

investors will not receive copies of Side Letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such Side Letters. As a consequence of one or more investors being excused or excluded, or as a result of regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating investors could be adversely affected in a material manner by the unfavorable performance of particular investments.

As mentioned above in Item 4, PPC provides non-discretionary investment advisory services to an entity that oversees the investment activities of the Pritzker Investors. Under the terms of a non-discretionary investment sub-advisory agreement between PPC and such entity, PPC recommends investment opportunities to such entity, and all decisions with respect to the acquisition or disposition of any recommendation by PPC are the sole responsibility of such entity.

Item 17 – Voting Client Securities

By virtue of the applicable Partnership Agreement, PPC has the authority to vote proxy statements on behalf of the Funds. However, given the nature of PPC's advisory business, the Funds seldom hold public securities; the majority of "proxies" received by PPC are written shareholder consents or similar instruments for private companies owned by the Funds. Specifically, from time to time, PPC Companies request PPC (usually through the board of directors or similar governing body of the PPC Company or the General Partner of the applicable Fund) to consent to certain issues pertaining to the PPC Company's business and requiring board or equity owner approval. In these cases, PPC considers factors that could affect the value of the investment and will act in the manner that it believes maximizes the value of its long-term investment in PPC Companies.

PPC has adopted Proxy Voting Policies and Procedures (the "Proxy Policy") pursuant to Rule 206(4)-6 to address how it will vote proxies, as applicable, for any Fund's portfolio investments. The Proxy Policy seeks to ensure that PPC votes proxies (or similar instruments) in the best interest of the Funds with a goal towards maximizing overall value. PPC generally believes its interests are aligned with those of each Fund's investors, for example, through the principals' beneficial ownership interests in such Fund and therefore will not seek investor approval or direction when voting proxies. In the event that there is, or potentially is, a conflict of interest in voting proxies, the Proxy Policy provides that PPC can address the conflict using several alternatives as set forth in the Proxy Policy. Additionally, a Fund's advisory board can be called upon to approve PPC's vote in a particular solicitation. PPC does not consider service on PPC Company boards by PPC personnel or PPC's receipt of management or other fees from PPC Companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by PPC when voting proxies on behalf of a Fund. If you would like a copy of PPC's complete Proxy Policy or information regarding how PPC voted proxies for particular PPC

Companies, please contact Brad West, PPC's Chief Compliance Officer, at (312) 447-6050, and it will be provided to you at no charge.

Item 18 – Financial Information

PPC does not require prepayment of Management Fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.