



Form ADV Part 2A Brochure for Metropolitan Real Estate Equity Management, LLC

March 29, 2019

Item 1. Cover Page

This brochure provides information about the qualifications and business practices of Metropolitan Real Estate Equity Management, LLC (the “Adviser” or “Metropolitan”). If you have any questions about the contents of this brochure, please contact us at (646) 735-4361 or legal@mreem.com. This information has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about the Adviser also is available on the SEC’s website at <http://www.adviserinfo.sec.gov>. An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

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Item 2. Material Changes

This brochure is intended to provide potential and existing clients with an overview of the Adviser. It also contains important disclosures regarding topics such as certain practices of the Adviser, potential material conflicts that may arise and key potential investment risks. There have been no material changes to Metropolitan's brochure since the last annual amendment filed on March 29, 2018; however, in certain sections, including Items 5 and 11, as part of our annual updates, additional clarification and detail has been provided.

Item 3. Table of Contents**TABLE OF CONTENTS**

| | |
|---|-----|
| Item 1. Cover Page | i |
| Item 2. Material Changes..... | ii |
| Item 3. Table of Contents | iii |
| Item 4. Advisory Business | 1 |
| Item 5. Fees and Compensation | 4 |
| Item 6. Performance-Based Fees and Side-by-Side Management | 11 |
| Item 7. Types of Clients..... | 12 |
| Item 8. Methods of Analysis, Investment Strategies and Risk of Loss | 13 |
| Item 9. Disciplinary Information | 36 |
| Item 10. Other Financial Industry Activities and Affiliations | 37 |
| Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading | 40 |
| Item 12. Brokerage Practices | 55 |
| Item 13. Review of Accounts | 56 |
| Item 14. Client Referrals and Other Compensation | 57 |
| Item 15. Custody | 58 |
| Item 16. Investment Discretion | 59 |
| Item 17. Voting Client Securities..... | 60 |
| Item 18. Financial Information | 61 |

Item 4. Advisory Business

Business Background

The Adviser is registered with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Adviser is based in New York City and operates globally with personnel located in San Francisco, Hong Kong and London. The Adviser commenced operations as an investment adviser in July 2002 and has been registered with the SEC since January 2006. In November 2013, Metropolitan was acquired by The Carlyle Group (“Carlyle”). The Adviser provides investment advisory services to pooled investment vehicles sponsored by Metropolitan (“Funds”) and to customized separately managed accounts (“Managed Accounts” and together with Funds, “Advisory Clients”) on both a discretionary and non-discretionary basis. The Adviser also provides sub-advisory services to private funds that are managed by affiliates or third parties. The entities and individuals who invest in Funds and/or Managed Accounts are generally referred to herein as “investors.” Unless otherwise expressly stated herein, any references to “Advisory Clients” do not include such “investors.”

The Adviser’s advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of its Advisory Clients, managing and monitoring the performance of such investments and disposing of such investments. The Adviser manages the assets of each Advisory Client in accordance with the terms of the governing documents and/or the investment advisory agreement applicable to such Advisory Client.

The investment objective of each Advisory Client is principally focused on value-add and opportunistic private real estate investments in office, industrial, retail and residential property types, as well as in real estate-related securities (including debt or mezzanine participations), located in the United States, Europe and the Asia-Pacific region. The investments pursued by the Adviser generally fall within three investment strategies:

- *Primary Fund Investments.* Direct subscriptions for interests in private equity real estate funds sponsored by third-party managers (such underlying funds are hereinafter referred to as “Underlying Funds”);
- *Secondary Investments.* Secondary purchases of interests in Underlying Funds and privately held real estate assets from existing investors; and
- *Co-investments.* Co-investments in single real estate assets or portfolios of real estate assets as well as direct subscriptions for interests in Underlying Funds that are dedicated co-investment funds sponsored by third-party managers.

The Adviser provides advice based on the specific investment objectives and strategies of each Advisory Client. The Adviser may tailor advisory services to the individual needs of each Advisory

Client. For instance, the Adviser may provide advisory services to Advisory Clients with different investment mandates. As such, the investment guidelines set forth by each Advisory Client may vary with respect to property type, geographic market, manager and strategy (e.g., distressed debt, international investments, etc.). All final investment decisions are made by the Adviser's Investment Committee.

As of December 31, 2018, the Adviser had approximately \$2.65 billion in assets under management, \$2.39 billion of which were managed on a discretionary basis and \$265 million of which were managed on a non-discretionary basis.

The Carlyle Group

Carlyle, founded in 1987, is one of the world's largest and most diversified multi-product global investment firms. Carlyle operates its business through Carlyle Investment Management L.L.C. ("CIM") and several other Carlyle-affiliated investment advisers (including the Adviser), across four segments: (i) Corporate Private Equity, (ii) Real Assets, (iii) Global Credit, and (iv) Investment Solutions.

The Adviser is the private real estate arm of Carlyle's Investment Solutions business segment ("Investment Solutions"). Investment Solutions primarily operates through the Adviser and AlInvest Partners B.V. ("AlInvest"), as well as certain Carlyle personnel associated with CIM. Investment Solutions is headed by Lauren Dillard, a Carlyle Managing Director and Partner. AlInvest is also a separately registered investment adviser. Apart from its relationship with Investment Solutions, the Adviser carries out its investment operations independently of Carlyle and its affiliated entities; however, the Adviser shares or leverages certain operational functions and resources at Carlyle, such as corporate accounting, marketing, information technology and compliance. Carlyle maintains a one-way information barrier between Investment Solutions (which includes the Adviser), on the one hand, and the other business segments of Carlyle, on the other hand. The Investment Solutions information barrier restricts the flow of certain non-public, commercially sensitive information from Investment Solutions to the other Carlyle business segments, other than for certain regulatory, reporting and similar purposes. While Carlyle maintains ultimate control over the Adviser, the Adviser's senior management team continues to exercise independent investment authority without involvement by Carlyle (although certain Carlyle professionals who are members of Investment Solutions may observe the Adviser's investment decision-making processes).

The Carlyle Group L.P. (the "Public Company") is a publicly traded partnership traded on the Nasdaq stock exchange as ticker CG and is part of Carlyle. The Public Company indirectly owns 100% of the equity interests of the Adviser and is an affiliate of the Adviser. Carlyle Group Management L.L.C. is the general partner of the Public Company and may be deemed to indirectly control the Public Company's business for regulatory purposes. Carlyle Group Management L.L.C. is managed by a Board of Directors (Carlyle's founders, William E. Conway, Jr., Daniel A. D'Aniello, and David M. Rubenstein represent a majority in interest of the membership interests in Carlyle Group Management L.L.C. and, accordingly, have the ability to appoint and remove the members of the entity's board of directors, subject to the terms of its limited liability company agreement).

and certain other senior Carlyle professionals. Carlyle has formed a group of senior management professionals that establishes the management structures and policies and procedures for the operation and development of the firm (the “Executive Group”), guided by the strategic direction set by the Board of Directors. Together with Messrs. Conway, D’Aniello and Rubenstein, Glenn A. Youngkin and Kewsong Lee, Carlyle’s Co-Chief Executive Officers, Peter J. Clare, Carlyle’s Co-Chief Investment Officer, Jeffrey W. Ferguson, Carlyle’s General Counsel, and Curtis L. Buser, Carlyle’s Chief Financial Officer, comprise the Executive Group. Additional information is also available in current public filings with the SEC for the Public Company (see ir.carlyle.com).

The Adviser and other Carlyle-affiliated advisers (*e.g.*, CIM and AlInvest) may act as an investment adviser to certain advisory clients within Investment Solutions, and the Adviser also acts as a sub-adviser to (i) a private fund managed by CIM and (ii) a third-party managed private fund alongside CIM. Advisory services may include making recommendations to such advisory clients regarding overall investment strategy across the alternatives asset class or allocation, including recommended allocations of capital to certain investment vehicles sponsored by the Adviser, Carlyle and/or AlInvest.

For purposes of this brochure, unless otherwise indicated, references to the “Adviser” or to “Metropolitan” (or its affiliates or its related entities) do not include references to Carlyle or any of its other affiliated entities, including CIM and AlInvest. Neither the term “Advisory Client” nor the term “investor” is intended to refer to any unitholders of the Public Company.

Item 5. Fees and Compensation

The Adviser and/or its affiliates generally receive management fees and performance-based allocations (e.g., carried interest or similar profit allocations) from Advisory Clients. Further, certain Advisory Clients also pay an administration fee to the Adviser or one of its affiliates. The specific legal and/or organizational documents of Advisory Clients (which may include limited partnership or other governing agreements, subscription agreements and side letters) or the investment advisory agreement between the Adviser and such Advisory Client set forth the fee structure relevant to such Advisory Client. Advisory Clients typically also bear certain out-of-pocket expenses incurred by the Adviser and its affiliates in connection with the services provided to such Advisory Clients. Fees and other compensation, as well as other out-of-pocket costs and expenses of the Funds are ultimately borne by the investors in such Funds.

The following sections discuss the most common fees and expenses in more detail.

Common Types of Fees

Management Fees and Administration Fees

Advisory Clients pay the Adviser an asset management fee (the “Management Fee”), either semi-annually in advance or quarterly in arrears in accordance with the terms of such Advisory Client’s governing documents and/or investment advisory agreement.

The Management Fee is generally calculated at the annual rate of 1% of capital commitments for four years after the final closing date of the Fund, and thereafter the basis for the Management Fee changes to the sum of invested capital, unfunded commitments to investments and reserves for investments, minus return of capital. For certain legacy Funds, the Management Fee is calculated at the annual rate of 0.5-1% of capital commitments until the weighted average of the end of the investment periods of all of the Underlying Funds, thereafter on the basis of the Fund’s remaining cost of the Underlying Funds plus the assessment of capital expected to be called by the Underlying Funds until the end of the investment periods of all of the Underlying Funds, and thereafter on the basis of the Fund’s remaining cost of the Underlying Funds. In addition, some Managed Accounts are charged a Management Fee based on capital commitments or capital contributions allocable to unrealized investments for the duration of the Managed Account.

When a new investor is admitted to a Fund following the date on which the Fund first admitted investors, the new investor will generally be charged a Management Fee retroactive to the initial closing date. Additionally, Management Fees are generally required to be returned to an Advisory Client should the Adviser’s management services to such Advisory Client be terminated prior to the end of the period in respect of which the fees have been paid (unless otherwise agreed to by the requisite holders of interest in a Fund or Managed Account as set forth in such Advisory Client’s governing agreements). In general, the amount of such fees to be returned is calculated based on the number of days remaining in the applicable period.

Management Fees are generally paid by or on behalf of an Advisory Client by (i) requiring investors in such Advisory Client to make capital contributions in respect of such fees, or (ii) withholding the amount of such fees from investment proceeds that would otherwise be distributable to the investors of such Advisory Client. The Management Fee is typically deducted from an Advisory Client investor's capital account. In addition, the Adviser or its affiliates often has the ability to cause an Advisory Client to borrow money for the payment of such fees.

In its capacity as the sub-advisor to a private fund advised by CIM, CIM pays the Adviser 100% of the management fee payable to CIM by such private fund. Certain third-party managed funds for which the Adviser provides sub-advisory services are also charged a flat administration fee, paid on a quarterly basis in advance, to cover a portion of the Adviser's internal administration costs. The amounts of any such fees are set forth in the agreements pursuant to which the Adviser provides services to such third-party managed fund.

Performance-Based Arrangements

In addition to Management Fees, the Adviser or one of its affiliates (*e.g.*, the general partner of a Fund) is generally entitled to receive carried interest or similar profit allocations ("Carried Interest") from an Advisory Client. Carried Interest is a performance-based profit allocation based on a share of the income and gains of the assets in each Advisory Client. Carried Interest allocations typically range between 3% and 5% of distributions after the Advisory Client or a Fund's investors have received a return of their contributed capital plus a preferred return of 9%.

With respect to Advisory Clients that are focused on distressed real estate-related opportunities primarily in the United States, the Adviser or one of its affiliates (*e.g.*, the general partner of a Fund) is entitled to Carried Interest equal to 10% of distributions after the Advisory Client's investors have received a return of their contributed capital plus a preferred return of 10%.

With respect to the Adviser's Advisory Clients that are focused on the acquisition of co-investments (either directly or through an investment entity sponsored third-party managers) and/or interests in Underlying Funds acquired on the secondary market, the Adviser or one of its affiliates (*e.g.*, the general partner of a Fund) is typically entitled to Carried Interest equal to 10% of distributions after the Advisory Client's investors have received a return of their contributed capital plus a preferred return of 8%.

Carried Interest is subject to regulation under Section 205 of the Advisers Act and Rule 205-3 thereunder. Therefore, the Adviser seeks to ensure that any Advisory Client or investors in any Fund that are directly or indirectly assessed such performance-based allocations satisfy the qualifications of Rule 205-3 under the Advisers Act and have been advised of such performance-based allocations arrangements and their risks.

Management Fees and Carried Interest arrangements are subject to modification, waiver or reduction in connection with an investment in one or more Funds. The Adviser has offered (and may offer in the future) Management Fee discounts to third-party investors in a Fund if they are able to make a commitment to the Fund early in the fundraising process for such Fund or if their

aggregate commitment to the Fund (or to the Fund and other Advisory Clients, including aggregate commitments of third-party investors that share a common consultant or financial advisor) meets or exceeds a certain threshold. Furthermore, the Adviser, its affiliates and equity owners (including Carlyle), and certain of their respective professionals invest in or alongside an Advisory Client. Other qualified individuals who generally are not employees of Carlyle, but who have business relationships with Carlyle (including, without limitation, operating executives, operating advisors, consultants, former employees, and other similar professionals), also invest in or alongside Advisory Clients. Management Fees and Carried Interest on such investments may be substantially reduced or, as is more typical, waived altogether for these investors.

Some Advisory Clients specifically invest in one or more Funds. In such cases, the Advisory Client is not typically charged any direct Management Fees and does not make any Carried Interest distributions, but it will bear its *pro rata* share of the fees and expenses (including Management Fees) of, and Carried Interest distributed by, the underlying Funds managed by Metropolitan in which it has invested.

Other

Metropolitan and its personnel can be expected to receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of Advisory Clients that will not be subject to the Management Fee offset or otherwise shared with the Advisory Clients and/or their investors. For example, airline travel or hotel stays incurred as Advisory Client expenses typically result in “miles” or “points” or credit in loyalty/status programs, and such benefits will, whether or not *de minimis* or difficult to value, inure exclusively to the Adviser and/or such personnel (and not the Advisory Clients or their investors) even though the cost of the underlying service is borne by the Advisory Clients and/or their investors. In addition, Metropolitan personnel will also receive from time-to-time from third parties such as other private real estate fund managers (“GPs”) and vendors (subject to the Adviser’s policies and procedures) meals, refreshments, gifts and entertainment arising or resulting from their activities on behalf of Advisory Clients, the value of which will not be subject to the Management Fee offset or otherwise shared with the Advisory Clients or their investors.

Metropolitan rarely if ever receives fees or other compensation from prospective and actual portfolio investments, purchasers, sellers or other parties as compensation for services, such as transaction fees, termination or break-up fees, directors’ fees, monitoring fees or other similar fees (“Fee Income”) in connection with the purchase, monitoring, or disposition of underlying investments or from unconsummated transactions. Nevertheless, all Fee Income relating to the investment activities of one or more Advisory Clients will initially be allocated among such Advisory Clients on the basis of capital committed by each to the relevant investment. For the avoidance of doubt, there will be no reduction of an Advisory Client’s Management Fees in respect of any Fee Income paid or received in respect of any other Advisory Client, and to the extent any such other Advisory Client does not pay Management Fees, Metropolitan will be entitled to retain the portion of Fee Income allocable to such other Advisory Client. While an Advisory Client’s share of any such Fee Income will generally offset any Management Fees

(typically 100%) that are otherwise payable by such Advisory Client to the Adviser, there can be no assurance that such Advisory Client's share of such Fee Income will be sufficient to fully offset the amount of Management Fees payable to the Adviser. Generally, any unused portion of the Fee Income paid or received in respect of an Advisory Client will be carried forward to offset Management Fees otherwise payable by such Advisory Client in future periods. However, if upon dissolution of an Advisory Client there is unapplied Fee Income remaining after all applicable reductions in the management fee payable, then such Advisory Client, or its investors, may elect whether to receive their *pro rata* share of such unapplied Fee Income, and the Adviser will return a proportionate amount of such unapplied Fee Income for distribution to any such electing Advisory Client or its investors. The Adviser will retain any remaining Fee Income attributable to non-electing Advisory Clients or investors.

Common Types of Expenses

Fund Organizational and Operational Expenses

Typically, all legal, accounting, filing and other expenses incurred in connection with organizing and establishing a Fund, its general partner (or similar managing fiduciary), any entity established in connection with Metropolitan's commitment to or alongside the Fund, and the associated advisory arrangements with the investment advisor and its subadvisors, and the marketing and offering of interests in a Fund (including, without limitation, first/business class travel and accommodation expenses, entertainment expenses, filing fees and expenses, expenses relating to preparing, reviewing, updating and producing marketing and offering materials (including responses to due diligence requests, as well as request-for-information and request-for-proposal submissions), and fees and expenses incurred in connection with negotiating the terms of a Fund's limited partnership agreement or subscription agreement, or the terms of a side letter agreement with any Fund investor, that are incurred by the general partner (or similar managing fiduciary) or its affiliates in connection with the offering of and subscription for interests in a Fund), are borne by the investors in such Fund. Often, the organizational expenses borne by a Fund are capped in the governing documents for the Fund and any excess would offset future Management Fees. With respect to certain Funds, such expenses, up to the amount of any applicable limit, are borne solely by the third-party investors in such Funds that are not affiliated with Metropolitan and any excess is borne by Metropolitan. In addition, Metropolitan may engage placement agents and finders (whether independent or employed by a Carlyle affiliate) in connection with the offer and sale of interests to certain investors, but the fees due to such placement agents and finders, except as otherwise disclosed to investors, either will be borne by Metropolitan or to the extent paid by a Fund will be treated as excess organizational expenses and subject to an offset against future Management Fees.

Investors in Funds will also typically bear all the costs and expenses relating to the operations of the Fund and its general partner (or similar managing fiduciary), except for certain overhead costs of such general partner (or similar managing fiduciary). These costs and expenses can include fees, costs and expenses related to identifying, investigating, developing, negotiating, structuring, trading, settling, monitoring, holding and disposing of portfolio investments,

including costs and expenses relating to the due diligence of investment opportunities and attendance at investor meetings of Underlying Fund GPs by one or more Metropolitan professionals (which can include, among other things, first/business class air travel, private car or taxi transportation, first class lodging, and meals, as appropriate and in accordance with the Adviser's travel policies) and fees and commissions of third-party finders and broker (whether or not engaged by Metropolitan); third-party diligence software and service providers (including subject/industry-matter experts); financing, commitment, origination and similar fees and expenses; fees, costs and expenses related to the organization, operation or maintenance of intermediate entities or similar administrative structures used to acquire, hold, administer, dispose of, or otherwise facilitate portfolio investments (including related travel and accommodation expenses, and other related expenses); fees and expenses of administrators, custodians, depositories, notaries, attorneys, accountants, auditors, tax advisers, consultants, investment banks, valuers (or other appraisal or pricing service providers), brokers, finders and other professionals (including audit and certification fees); costs incurred in preparing, printing, distributing and otherwise furnishing reports and other financial or investment information, including tax information and reports, to investors in a Fund or other third parties, including costs related to information technology management systems (e.g., online reporting portals); costs relating to investor due diligence and ongoing monitoring pursuant to relevant anti-money laundering and know-your-customer regulations and standards; costs of meetings with investors and the limited partner advisory committee, including without limitation the costs of joint meetings with investors in other Funds and with other Managed Account investors (which meetings may also be attended by certain Carlyle personnel, prospective investors and/or other third parties); costs of compliance with any Fund-related agreements (e.g., a Fund's partnership agreement or side letter agreements with Fund investors requiring additional reporting, including "most favored nation" process and provisions); costs associated with any amendments, modifications, revisions or restatements to the organizational documents of a Fund; costs incurred in connection with legal, tax, regulatory and statutory compliance with U.S. federal, state, local, non-U.S. or other law or regulation, including, without limitation, the European Union Alternative Investment Fund Managers Directive, the Foreign Account Tax Compliance Act and the Organisation for Economic Cooperation and Development Common Reporting Standard for Automatic Exchange of Financial Account Information; any insurance premiums for any errors or omissions or other liability insurance (including cybersecurity insurance), indemnity (including indemnification of a Fund's general partner (or similar managing fiduciary), the Adviser or one of their affiliates) or litigation expense (whether as a party or a witness); costs incurred in connection with complying with and/or responding to any examination, inquiry or investigation by a regulatory authority or other governmental agency (whether as a party or a witness); interest on any borrowings and fees and expenses arising out of any borrowing facilities for a Fund (whether or not ultimately completed or utilized), including interest on bridge loans and outstanding billings from the Adviser to a Fund and agent servicing fees; the out-of-pocket and legal and other advisory expenses of an investor advisory committee; certain taxes and any fees or other governmental charges levied against a Fund, including penalties and interest; and costs and expenses incurred in connection with the dissolution and termination of a Fund.

Managed Accounts typically bear substantially the same types of costs and expenses as Fund investors as it relates to the organization, establishment and operation of the Managed Account, but will ultimately be subject to a final agreement as negotiated between the Advisor and such Managed Account investor.

Broken Deal Expenses

Advisory Clients generally are required to bear out-of-pocket costs and expenses incurred in connection with developing, negotiating and structuring investments for which Metropolitan reasonably expected such Advisory Clients would participate but are not ultimately consummated; however, a non-discretionary Advisory Client will not typically bear any such costs and expenses unless such Advisory Client has previously assented to participating in the investment opportunity which then is not ultimately consummated.

Typically, these expenses include (i) fees, costs and expenses related to identifying, investigating, developing, negotiating and structuring such aborted investments, including due diligence costs and expenses (including first/business class travel costs and accommodation expenses); (ii) legal, accounting, advisory, consulting or other third-party expenses in connection with making an investment that is not ultimately consummated and any related travel and accommodation expenses; (iii) all fees (including commitment fees), costs and expenses of lenders, investment banks and other financing sources in connection with arranging financing for a proposed investment that is not ultimately made; (iv) reverse termination fees; (v) extraordinary expenses such as litigation costs and judgments; and (vi) any deposits or down payments of cash or other property which are forfeited in connection with a proposed investment that is not ultimately made (in each case, to the extent such investment is not ultimately made by another Advisory Client).

In certain circumstances third-party co-investors (*i.e.*, persons who are not Advisory Clients, but who may or may not be investors in a Fund or Managed Account) that have been invited by the Adviser to participate in an investment opportunity alongside one or more Advisory Clients that is not ultimately consummated may not be obligated to bear any portion of the out-of-pocket costs and expenses incurred. In such cases, all broken deal expenses will be borne by one or more Advisory Clients and not by such third-party co-investors.

Other Expenses

There are additional general categories of expenses that will typically be borne by Advisory Clients, depending on their structure and the terms of the applicable governing documents and investment advisory agreements. For example, Advisory Clients (and, indirectly, investors in the Funds) generally will bear a portion of the fees and expenses associated with investments in Underlying Funds, including (i) organizational costs of such Underlying Funds, (ii) management fees and carried interest paid or distributed by such Underlying Funds, and (iii) other fund expenses of such Underlying Funds which are often similar in nature to the costs and expenses borne by investors in a Fund or Managed Account as described above. In certain limited cases, Underlying Funds may include private investment funds sponsored by Carlyle or its affiliates

(including Metropolitan), in which case an Advisory Client would bear the fees, carried interest and other performance-based arrangements charged by Carlyle or one of its affiliates to such Underlying Funds.

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

As described above, the Adviser or one of its affiliates (*e.g.*, the general partner of a Fund) is typically entitled to receive Carried Interest from its Advisory Clients. The agreements with the Advisory Client (*e.g.*, the limited partnership agreement for a Fund) set forth the formula for the allocation of profits and losses of such Advisory Client and describe the method by which the assets of the Advisory Client's account will be valued.

In allocating investment opportunities, there could be incentives to favor Advisory Clients with potential performance-based allocations (or higher potential performance-based allocations) over Advisory Clients with no (or lower) potential performance-based allocations.¹ In addition, performance-based allocations may create an incentive for the Adviser to recommend investments that may be riskier or more speculative than those that would be recommended under different compensatory arrangements. As a control, the Adviser has adopted written policies and procedures pursuant to which it seeks to allocate investment opportunities among Advisory Clients in a fair and equitable manner. Each Advisory Client has its own investment guidelines that must be taken into account when making investment allocation determinations. Final allocation decisions are made in accordance with the Adviser's allocation policies and procedures.

See "Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading" for additional information on how conflicts of interest are generally addressed, including allocation conflicts.

¹ For example, if one Advisory Client is in a net loss position and another Advisory Client is in a net gain position, the Advisory Client in the net loss position will either (i) not generate carried interest from such investment, or (ii) generate less carried interest from such investment to the extent profits are required to make up for previous losses.

Item 7. Types of Clients

Metropolitan provides investment advisory services for Funds and Managed Accounts. The Adviser also provides sub-advisory services to private funds that are managed by affiliates or third parties. Investors in Funds and Managed Accounts are sophisticated institutional investors, including entities associated with U.S. and non-U.S. governments and their instrumentalities (e.g., public pension funds), private pension funds, insurance companies and large endowments, as well as high-net-worth individuals and large family offices. Metropolitan generally structures its Managed Accounts as a “fund of one” where there is a single third-party investor or a small group of affiliated third-party investors as the limited partners (or equivalent) in an investment vehicle organized and managed by Metropolitan or one of its controlled affiliates.

The Adviser typically requires each third-party investor in a Fund or Managed Account to be an “accredited investor” as defined in Regulation D under the United States Securities Act of 1933, as amended (the “Securities Act”), and a “qualified purchaser” as defined in the United States Investment Company Act of 1940, as amended (the “Investment Company Act”). Typically, a minimum commitment amount is imposed on third parties investing in a Fund. This minimum typically is set at \$500,000 (but may be set at a higher or lower amount as determined by the Adviser) although the Adviser, in its sole discretion, will often permit commitments that are less than such minimum (subject to applicable legal requirements). A minimum investment amount can also be established pursuant to the laws of the jurisdiction in which the investment vehicle was established.

Interests in Funds and Managed Accounts are offered through private offerings limited to qualified U.S. investors pursuant to exemptions available under the Securities Act and the regulations promulgated thereunder and to qualified non-U.S. persons in accordance with applicable law. Such investment vehicles are not registered with the SEC as “investment companies” pursuant to specific exclusions from investment company status under the Investment Company Act, and do not have the benefit of the protections afforded by the Investment Company Act to investors in registered investment companies or more highly regulated investment funds. The Adviser and certain of its affiliates, equity owners and professionals (including Carlyle professionals and other qualified individuals who are not employees of Carlyle, but who have business relationships with Carlyle) typically also invest in or alongside its Advisory Clients through “feeder” or “parallel” Funds (see also, “Item 5 – Fees and Compensation – Common Types of Fees”).

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

Methods of Analysis and Investment Strategies

The Adviser's long-term objective for each Advisory Client is to provide attractive investment returns through carefully selected investment portfolios of real estate investments within the parameters of the investment strategies for each such Advisory Client. The core investment strategies employed by the Adviser to meet this objective are primary fund investments, secondary investments and co-investments, as described in more detail below. Typically, Advisory Clients will invest in, and/or co-invest alongside, Underlying Funds principally focused on value-add and opportunistic real estate investments in office, industrial, retail and residential property types, as well as in real estate-related securities (including debt or mezzanine participations), located in the United States, Europe and the Asia-Pacific region.

- *Primary Fund Investments.* The Adviser's primary fund investments strategy seeks to construct portfolios for its Advisory Clients through the subscription of interests in Underlying Funds. The strategy can also include "purchased primaries," which are typically characterized by the purchase of an interest in an Underlying Fund from an existing investor in such Underlying Fund where such Underlying Fund has yet to invest a certain amount of its capital in portfolio investments and such investment falls outside of the Adviser's secondary investment strategy (as described below).
- *Secondary Investments.* The Adviser's secondary investments strategy seeks to construct real estate investment portfolios by purchasing interests in Underlying Funds (including the related unfunded commitments) and interests in private real estate investments.
- *Co-Investments.* The Adviser's co-investment strategy seeks to create well-diversified real estate investment portfolios by co-investing in single real estate assets or portfolios of real estate assets and/or real estate-related securities. The Adviser focuses on maximizing the number of investment opportunities and selecting the most attractive deals with qualified sponsors from those investment opportunities.

The Adviser is responsible for sourcing, investigating, underwriting and evaluating investment opportunities, structuring, negotiating and making investments on behalf of an Advisory Client, managing and monitoring the performance of such investments and disposing of such investments. The Adviser manages the assets of each Advisory Client in accordance with the terms of the governing documents and/or the investment advisory agreement applicable to such Advisory Client. The Adviser pursues investments across the spectrum of fund-related businesses, including Primary Fund Investments, Secondary Investments and Co-Investments, seeking sponsors that have a proven track record of adding value at the property level, a clear "sell discipline," a fiduciary approach to managing investors' capital, a prudent use of leverage, and a well-articulated approach to protecting against downside risk.

The Adviser utilizes a variety of methods and strategies to make investment decisions and recommendations. The Adviser's investment process combines a "top-down" analysis of real estate market trends with a "bottom-up" approach to understand the strengths and weaknesses of individual managers, funds, real estate investments, markets, and investment types. It also includes a detailed consideration of investment-level specifics, including asset pricing, quality, sponsor compensation, value add and exit strategy, as well as potential risk and return.

The Adviser endeavors to select investments that it believes are likely to accomplish the investment objectives of each Advisory Client. As appropriate to the objective, the Adviser attempts to utilize diversification by property type, geographic market, manager and/or strategy to manage risk and optimize returns. Specifically, the Adviser generally will select investments based on one or more of the following criteria: (i) attractive expected risk/return profiles, (ii) investments operated by a deep and experienced management team with a proven track record in their focus property type(s) and markets; (iii) investments with managers that are vertically integrated, which may include in-house leasing, development, and management capabilities; (iv) management teams that drive returns through the selection and management of real estate (seeking to avoid funds that use excessive leverage to achieve returns); and (v) investments with a significant investment by their sponsor, as well as an overall financial structure, that aligns the interests of the management team with those of the investors.

Risks

Investing in securities, including interests in Underlying Funds and their portfolio investments, involves a substantial degree of risk (including the risk loss of an investor's entire investment). These risks, as well as the risks described below, are also applicable to Fund investors. The risk factors and risk of loss described herein should not be considered to be an exhaustive list of all the risks which Advisory Clients and investors in a Fund or Managed Account should consider. Advisory Clients and investors in a Fund or Managed Account should also refer to the applicable offering or organizational documents for additional information on risk factors and risk of loss.

In addition, material risks relating to the investment strategies and methods of analysis described above, and to the types of securities typically purchased by or for an Advisory Client, include the following:

No Assurance of Investment Return

There can be no assurance that any investment made by an Advisory Client will be able to generate returns or that the returns will be commensurate with the risks of investing in the type of investments in which such Advisory Client participates. There can be no assurance that any Fund or Managed Account will make any distribution to its investors. Accordingly, an investment in an Advisory Client should only be considered by persons (i) for whom a speculative, illiquid and long-term investment is an appropriate component of a larger investment program, (ii) who can afford a loss of their entire investment and (iii) who are able to maintain sufficient capital over a significant period of time to support their capital commitment to a Fund or Managed Account. In addition, past performance is not necessarily indicative of future results. There can be no

assurance that projected or targeted returns, or other investment objectives, for any Advisory Client will be achieved.

Investment Risk

The Adviser's ability to source and execute quality investments depends on several factors. The Adviser needs to attract, develop and retain professionals with the requisite investment experience. The Adviser needs to optimize information sharing and synergy benefits across its investment teams. Further, the Adviser needs to undertake thorough assessments of each investment opportunity, using collective knowledge and experience.

The business of identifying and structuring investments of the types contemplated by Advisory Clients and the Underlying Funds is competitive and involves a high degree of uncertainty. Furthermore, the availability of investment opportunities is often limited by market conditions and competition from other groups as well as the prevailing regulatory or political climate. Interest rates, general levels of economic activity, the price of securities and participation by other investors in the financial markets may affect the value and number of investments made by an Advisory Client and Underlying Funds or considered for prospective investment. There can be no assurance that the Adviser will be able to identify and complete attractive investments in the future.

Suitable investments may not be available for Advisory Clients, and even if suitable investments are identified, there is a risk that an Advisory Client's investment objectives will not be achieved. The performance of an Advisory Client's portfolio depends on a range of factors, including the quality of the initial investment decision and the ability of the Underlying Fund manager or portfolio investment to drive performance and achieve its strategy. The investment decisions of the Underlying Funds are made by their respective investment managers independently of each other so that, at any particular time, one Underlying Fund may be purchasing an interest in an asset that at the same time is being sold by another Underlying Fund. Transactions of this sort could result in Underlying Funds directly or indirectly incurring certain transaction costs without accomplishing any net (or accomplishing only a limited) positive investment result. While investing with multiple investment managers may create the appearance of a well-diversified portfolio, the Underlying Funds may cooperate on investments or otherwise own the same assets, and independent investment decisions of various investment managers may result in an increase, rather than decrease, in the aggregate risk associated with an Advisory Client's portfolio.

Management Risk

The success of an Advisory Client's investments will depend in substantial part on the Adviser's ability to attract and retain talented local professionals and the skills and expertise of the Adviser's investment professionals. There can be no assurance that the Adviser's professionals will continue to be associated with the Adviser during the full term of an Advisory Client. The loss

of one or more of the Adviser's key individuals could have a material adverse effect on the Adviser and its Advisory Clients.

Advisory Clients depend on the diligence, skill, and business contacts of the Adviser's investment professionals, and the information and deal flow they generate during the normal course of their activities. The ability of an Advisory Client to achieve its objectives depends on the continued service of these individuals, who are not obligated to remain employed with the Adviser or its affiliates. The market for experienced investment professionals is highly competitive. If the Adviser fails to adequately compensate its investment professionals, in light of such market conditions, one or more of such individuals could cease to work for the Adviser.

The Adviser and/or a Fund's general partner will have exclusive responsibility for an Advisory Client's activities, and, other than as may be set forth in the Advisory Client's governing documents or investment management agreement, investors in a Fund and other Advisory Clients will lack discretion to make investment or any other decisions concerning the management of an Advisory Client.

Third-Party Underlying Fund Management Risk

Advisory Clients will invest in Underlying Funds generally managed by parties that are independent of the Adviser and its affiliates and that invest, directly or indirectly, in real estate investments. Although the Adviser will evaluate the performance of each Underlying Fund manager, the past performance of an Underlying Fund manager may not be a reliable indicator of future results. Many Underlying Fund managers may not be registered as investment advisers with the SEC, making it more difficult for the Adviser to scrutinize such Underlying Fund managers' credentials. Further, many of the material risks described in this Brochure are also applicable to an investment in an Underlying Fund.

In addition, the performance of an Advisory Client is largely dependent in part on the performance results achieved by the Underlying Funds in which the Advisory Client invests. With respect to investments involving Underlying Funds, none of the Adviser or the Advisory Clients generally will have an active role in the day-to-day management of the Underlying Funds, the negotiation or implementation of service provider agreements or the ability to direct the specific investment decisions made by the managers of the Underlying Funds. The failure of such unrelated investment managers to make profitable investments may have a negative impact on an Advisory Client's ability to achieve its investment goals. Advisory Clients may sustain losses with respect to their investments despite the Adviser's efforts to monitor the investment activities of Underlying Funds.

The success of an Underlying Fund will to a great degree rely on the skill and experience of the managers of the Underlying Fund and their ability to manage a franchise successfully, generate attractive returns and retain key talent. Managers of Underlying Funds are likely to rely on a limited number of "key personnel," the departure of which could adversely impact the performance of the Underlying Fund.

Due Diligence Risk

The Adviser seeks to conduct reasonable and appropriate analysis and due diligence in connection with investment opportunities. When conducting due diligence and making an assessment regarding an investment opportunity, the Adviser relies on available resources, including information provided by a GP and, in some circumstances, third-party investigations. Further, the Adviser's due diligence process may not reveal all facts that may be relevant in connection with an investment made by an Advisory Client. In some cases, only limited information is available about an Underlying Fund, an Underlying Fund manager or other investment in which the Adviser is considering making an investment. There can be no assurance that the due diligence investigations undertaken by the Adviser will reveal or highlight all relevant facts (including fraud) that may be necessary or helpful in evaluating a particular investment opportunity, or that the Adviser's due diligence will result in an investment being successful.

Risks Related to Investments in Real Estate and Real Estate-Related Securities

Advisory Clients may invest directly or indirectly through their interests in Underlying Funds, in office, apartment, industrial and other commercial real estate properties, as well as in real estate-related securities (including debt and mezzanine participations). Accordingly, such investments will be subject to the risks incident to ownership and development of real estate, including risks associated with changes in the general economic climate that create vacancy or put downward pressure on rental rates, changes in the overall real estate market, local real estate conditions, the financial condition of tenants, buyers and sellers of properties, supply of or demand for competing properties in an area, accelerated construction activity, technological innovations that dramatically alter space requirements, the availability of debt and other financing, changes in interest rates, competition based on rental rates, energy and supply shortages, various uninsured and uninsurable risks (including possible terrorist activity), and government regulations.

Further, investments in real estate assets are typically subject to various U.S. and non-U.S. environmental laws, regulations, and administrative rulings which, among other things, establish standards for the treatment, storage and disposal of solid and hazardous waste. Real property owners are subject to federal and state environmental laws which impose joint and several liability on past and present owners and users of real property for hazardous substance remediation and removal costs. In addition, investments in real estate or interests in real estate are illiquid and subject to industry cycles, downturns in demand, market disruptions and the lack of available capital from potential lenders or investors. Accordingly, there can be no assurance that the disposition of such investments can be made in a timely manner and/or on favorable terms. Furthermore, there can be no assurance that there will be tenants or purchasers for the office or commercial space or residential units ultimately developed.

Risks Related to Asset-Backed Securities and Mortgage-Backed Securities

Asset-backed securities and mortgage-backed securities may be subject to interest rate risk, credit risk associated with the performance of the underlying asset or mortgage property and, to a lesser degree, prepayment risk. Asset-backed securities are subject to additional risks in that,

unlike mortgage-backed securities, asset-backed securities generally do not have the benefit of a security interest in the related collateral. Each type of asset-backed security also entails unique risks depending on the type of assets involved and the legal structure used. There is also the possibility that recoveries on repossessed collateral may not be available to support payments on these securities because of the inability to perfect a security interest in such collateral. Mortgage-backed securities are affected by factors such as consumer spending habits, local economic and competitive conditions, tenant occupancy rates and regulatory or zoning restrictions, or the loss of a major tenant may adversely affect the economic viability of a mortgaged property. In addition, these mortgage-backed securities are subject to prepayment risk. Some mortgage-securities have a structure that makes their reaction to interest rates and other factors difficult to predict, making their value highly volatile.

Risks Related to Distressed Securities and Situations

Investments in Underlying Funds that focus on distressed situations and/or invest in unrated or low-grade debt securities of distressed assets are subject to significant risks, including, but not limited to: the difficulty in obtaining information as to the issuer's true condition; regulatory risk, including laws relating to fraudulent conveyances, voidable preferences, lender liability and bankruptcy; litigation risk; liquidity risk; and collection risk (especially, when dealing with sovereign debt). Also, securities of distressed assets are generally more likely to become worthless than the securities of more financially stable assets. In addition, evaluating credit risk for foreign debt securities involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult.

Risks Related to Investments in Emerging Markets

Investments in less developed countries, sometimes referred to as emerging markets, typically are riskier than investments in developed countries. For example, political and economic structures in these countries may be less established and may change rapidly. These countries also are more likely to experience high levels of inflation, deflation, or currency devaluation, which can harm their economies and securities markets and increase volatility. Restrictions on currency trading that may be imposed by emerging market countries could have an adverse effect on the value of the securities of companies that operate in such countries and the value of property and other assets in such countries.

Investments in emerging markets may be subject to a greater risk of loss than investments in more developed and traditional markets (such as the United States and the European Union). Emerging markets are more likely to experience inflation, currency and liquidity risks, geopolitical turmoil, and rapid changes in economic conditions than more developed and traditional markets. Emerging markets often have less uniformity in accounting and reporting requirements, unreliable securities valuation and greater risk associated with custody of securities. Predictions about general economic and market conditions are uncertain and the impact of such factors will be larger or smaller depending on the types of investments and the markets in which they trade.

Risks Related to Fixed-Income and Debt Securities

Investment in fixed-income and debt securities such as bonds, notes and asset-backed securities, subject an Underlying Fund's portfolio to the risk that the value of these securities overall will decline because of rising interest rates. Similarly, portfolios that hold such securities are subject to the risk that the portfolio's income will decline because of falling interest rates. Investments in these types of securities will also be subject to the credit risk created when a debt issuer fails to pay interest and principal in a timely manner, or that negative perceptions of the issuer's ability to make such payments will cause the price of that debt to decline.

Risks Related to REITs

Private REIT structures through which certain Underlying Funds invest in real estate or real estate-related securities are subject to changes in tax laws that could impact the net after-tax returns of an investment. Additionally, REITs are affected by underlying real estate values, which may have an exaggerated effect to the extent that REITs in which an Underlying Fund has an interest concentrate investments in particular geographic regions or property types. REITs are subject to risks inherent in operating and financing a limited number of projects because they are dependent upon specialized management skills and have limited diversification.

Competition Risk

The activity of identifying, completing and realizing attractive investments is highly competitive, and involves a high degree of uncertainty. There can be no assurance that the Adviser will be able to locate, consummate and exit investments that satisfy its rate of return objectives or realize upon their values or that it will be able to invest fully its committed capital.

Diversification Risk

Advisory Client investments will not be diversified among a wide range of types of securities, countries or industry sectors. Accordingly, Advisory Clients' portfolios are subject to changes in value due to changes in the market conditions of the real estate market that are potentially greater than would be the case if the Adviser were required to maintain a wider diversification among types of securities and other instruments across a wider range of industries and/or sectors. Given that an Advisory Client will participate in a limited number of investments, the aggregate return of such Advisory Client may be substantially adversely affected by the unfavorable performance of even a single investment.

Leverage Risk

While Advisory Clients generally only borrow on a short-term basis (if at all) to bridge capital calls from investors, Underlying Funds, and the entities in which Advisory Clients and Underlying Funds invest, may utilize leverage in connection with implementing their respective investment strategies. Although leverage will increase investment returns if an Underlying Fund earns a greater return on the investments purchased with borrowed funds than it pays for the use of

those funds, the use of leverage will decrease the returns of an Underlying Fund if it fails to earn as much on investments purchased with borrowed funds as it pays for the use of those funds. An Underlying Fund may need to liquidate certain positions when it may not be advantageous to do so to satisfy its borrowing obligations.

The use of leverage will magnify the volatility of changes in the value of portfolio investments. Any gain in the value of assets in excess of the cost of the amount borrowed to acquire such assets would cause the borrower's net asset value to increase more than if the assets had been bought without utilizing leverage. Conversely, any decline in the value of its assets to below the cost of the borrowing utilized to fund their purchase would cause the net asset value to decline more than would be the case if debt had not been used to purchase such assets. While the use of leverage may increase a borrower's returns, it will also increase its exposure to risk.

In addition, Advisory Clients will from time-to-time borrow funds or enter into other financing arrangements for various reasons, including to pay fund expenses, to pay Management Fees, to make or facilitate new or follow-on investments (including borrowings pending receipt of capital contributions from investors), or to make payments under hedging transactions, to cover any shortfall resulting from an investor's default. If a Fund borrows in lieu of calling capital from its investors to fund the acquisition of an investment, the borrowing would be used for all investors in such Fund on a pro-rata basis, including the general partner of the Fund.

To the extent an Advisory Client uses borrowed funds in advance or in lieu of capital contributions, the Advisory Client's investors generally make correspondingly later capital contributions, but Advisory Clients will bear the interest expense on such borrowed funds. As a result, the Advisory Client's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and may make net IRR calculations higher than they otherwise would be without fund-level borrowing and can impact the Carried Interest that the Advisory Client distributes to the Adviser or one of its affiliates (e.g., the general partner of a Fund), as these calculations generally depend on the amount and timing of capital contributions as well as the level of the organizational structure at which such borrowed funds are borrowed or deployed.

Borrowing by an Advisory Client will generally be secured by the general partner's right to call capital commitments made by the limited partners to an Advisory Client. Moreover, tax-exempt investors should note that the use of borrowings by an Advisory Client may cause the realization of unrelated business taxable income.

Market Risk

The Adviser invests in developed and emerging markets, so its investments are affected by macroeconomic and geopolitical developments, such as changes in interest rates, exchange rates, availability of credit, inflation rates, and economic uncertainty, as well as changes in government policies and regulations. These factors may affect the level and volatility of prices and liquidity of the securities and other assets held by Advisory Clients and the Underlying Funds.

Unexpected volatility or liquidity could impair an Advisory Client's or an Underlying Fund's profitability or result in losses.

The turmoil in recent years in the United States and global financial markets and the broader current financial environment continues to be characterized by uncertainty, volatility and instability. Lending and the global credit markets continue to experience substantial volatility, disruption, liquidity shortages and, to some extent, financial instability. There can be no assurances that conditions in the United States and global financial markets will not worsen and/or adversely affect one or more of an Advisory Client's investments, its access to capital or leverage, its ability to effectively deploy its capital or realize investments on favorable terms or its overall performance.

Currency Risk

An Advisory Client's investments, and the income received by an Advisory Client with respect to such investments, may be denominated in a currency other than the Advisory Client's base currency (EUR, USD, etc.). The Advisory Client's books, however, will be maintained, and contributions to and distributions from the Advisory Client will generally be made, in the base currency. Accordingly, changes in currency exchange rates, costs of conversion and exchange control regulations can adversely affect the base currency value of the Advisory Client's investments. Currency exchange rates may fluctuate significantly over short periods of time and can also be affected unpredictably by intervention by governments or central banks (or the failure to intervene) or by currency controls or political developments in one or more jurisdictions. In addition, certain countries in which the Adviser invests may have implemented or may implement strict controls on foreign exchange which may result in artificially pegged exchange rates that distort the results of returns on investments in such countries. An Advisory Client may incur costs or experience substantial delays when converting one currency into another, or it may be prohibited from converting a currency altogether.

Liquidity Risk

Private real estate investments are generally illiquid. Investments in Underlying Funds or underlying real estate investments may be illiquid and require a long-term commitment of capital with no certainty of return. Interests in Underlying Funds held by an Advisory Client may be subject to legal and other restrictions on resale or otherwise be less liquid than other types of securities, such as publicly traded securities. These investments may be difficult to dispose of and an Advisory Client may realize a substantial loss on the sale of an illiquid investment.

Additionally, the interests in Funds (and Managed Accounts), and the interests in Underlying Funds, have not been (and are not expected to be) registered under the Securities Act, or applicable securities laws of any U.S. state or the securities laws of any other jurisdiction and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and any other applicable securities laws or an exemption from such registration is available. There is no public market for the interests in such Funds, or Underlying Funds, and one is not expected to develop. An investor in an Advisory Client, or an Underlying Fund, will not be permitted to directly

or indirectly assign, sell, pledge, exchange or transfer any of its interests or any of its rights or obligations with respect to its interests without the prior written consent of the general partner (or other similar managing fiduciary) of such applicable investment vehicle, which consent may be given or withheld in accordance with the governing documents of such applicable investment vehicle.

Follow-On Investment Risk

An Underlying Fund's direct and indirect investments in real estate or real estate-related securities may require follow-on investments. An Underlying Fund may be required to provide follow-on funding for its investments or have the opportunity to make additional commitments to such investments. There can be no assurance that the Underlying Fund will have sufficient funds to make any such additional investments. Any decision by an Underlying Fund not to make follow-on investments or its inability to make them may have a negative impact on such investment, which could, in turn, have a negative effect on an Advisory Client's returns. Similar issues may arise with respect to an Advisory Client's direct co-investments.

Layered Expenses

Because the Adviser's strategy involves investing in Underlying Funds, Advisory Clients typically will bear expenses and pay management fees and performance-based compensation at the Underlying Fund level and generally with respect to the Adviser (or its affiliates) as well. As a result, the aggregate amount of fees and expenses borne by an investor in an Advisory Client will be higher than if the investor had invested directly in an Underlying Fund.

Furthermore, the determination of whether the general partner of an Underlying Fund is entitled to carried interest distributions is made on a fund-by-fund basis and not in the aggregate. Therefore, carried interest in respect of one Underlying Fund is calculated and distributed without regard to the fees or performance (including negative performance) of any other Underlying Fund in which an Advisory Client has an interest. Therefore, it is possible that an Advisory Client, as an investor of Underlying Funds, would be required to bear carried interest in respect of one or more Underlying Funds even if the performance of an Advisory Client's investments in Underlying Funds in the aggregate (and therefore the performance of an Advisory Client) is negative.

Minority Investor Risk

An Underlying Fund's or an Advisory Client's minority direct or indirect investments in portfolio investments will subject the Underlying Fund or Advisory Client (as applicable) to actions taken by the holders of a majority-in-interest in such portfolio investments that may not be aligned with the Advisory Client's goals. An Underlying Fund or an Advisory Client may make minority equity investments in portfolio investments where the Underlying Fund or the Advisory Client likely will not be able to control or influence such entities or properties. In such cases, the Underlying Fund or Advisory Client will be reliant on the existing management of such portfolio investments, which may include representatives of other investors with whom the Underlying

Fund or Advisory Client is not affiliated and whose interests may at times conflict with the Advisory Client's interests. The Underlying Fund and/or Advisory Client could therefore be adversely affected by actions taken by management or holders of a majority-in-interest in the portfolio investments in which they invest.

Legal, Tax and Regulatory Risks

Legal, tax and regulatory changes could occur during the term of an Advisory Client that may adversely affect such Advisory Client. The regulatory environment for private investment funds continues to evolve, and changes in the regulation of private investment funds may adversely affect the value of investments held by an Advisory Client and the ability of such Advisory Client to effectively employ its investment and trading strategies. Increased scrutiny and proposed legislation applicable to private investment funds and their sponsors may also impose significant administrative burdens on the Adviser and may divert time and attention from portfolio management activities.

There is a material risk that regulatory agencies in the United States, Europe, or elsewhere may adopt burdensome laws (including tax laws) or regulations, or changes in law or regulation, or in the interpretation or enforcement thereof, which are specifically targeted at the private real estate investment industry, or other changes that could adversely affect private real estate investment firms and the funds they sponsor, including an Advisory Client. For example, the interest payments on the indebtedness used to finance investments by Underlying Funds have historically been deductible expenses for income tax purposes, subject to limitations under applicable tax law and policy. Any change in such tax law or policy to eliminate or substantially limit these income tax deductions, as has been discussed from time to time in various jurisdictions, would reduce the after-tax rates of return on the affected investments, which may have an adverse impact on the financial results of affected Advisory Client investments. In addition, and in particular in light of the changing global regulatory climate, Advisory Clients may be required to register under certain foreign laws and regulations, and need to engage distributors or other agents in certain non-U.S. jurisdictions in order to market to potential investors, which may generally limit an Advisory Client's ability to raise capital and/or increase the costs and expenses borne by the investors in such Advisory Clients.

In December 2017, a broad-based reform of the U.S. Internal Revenue Code of 1986, as amended (the "IRS Code"), was signed into law (the "2017 Tax Act"), which fundamentally changes the IRS Code. While additional guidance on the Tax Act is expected, the timing, scope and content of such guidance are not known. Changes to the IRS Code made by the 2017 Tax Act, and any further changes in tax laws or interpretation of such laws, may be adverse to an Advisory Client and its investors. In addition, although not free from doubt, the 2017 Tax Act subjects the allocations of income and gain in respect of entitlements to carried interest and gain on the sales of profits interests in certain partnerships realized in taxable years beginning after 2017 to higher rates of U.S. federal income tax than under prior law in certain circumstances. Significant uncertainties remain regarding the application of the provisions of the 2017 Tax Act that affect the taxation of carried interest. Enactment of this legislation could cause Metropolitan's investment

professionals to incur a material increase in their tax liability with respect to their entitlement to carried interest. This might make it more difficult for Metropolitan to incentivize, attract and retain these professionals, which may have an adverse effect on Metropolitan's ability to achieve the investment objectives of the Advisory Clients. In addition, this can create a conflict of interest as the tax position of Metropolitan may differ from the tax positions of the Advisory Clients and/or the investors and therefore, these rules may have an additional impact on the investment decisions made by the Advisory Clients, including with respect to decisions on the timing and structure of dispositions and whether to pursue other realization events during the holding period of an investment such as non-liquidating distributions. For example, the tax law gives Metropolitan an incentive to cause an Advisory Client to hold an investment for longer than three years in order to obtain lower tax rates on carried interest gains even if there are attractive realization opportunities earlier than three years.

In light of controversies and highly-publicized incidents involving money managers, a number of states and municipal pension plans have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state entities, including investments by public retirement funds. The SEC also has adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation with respect to a government plan investor for two years after the adviser or certain of its executives or employees make a contribution to certain elected officials or candidates. The Adviser is subject to Carlyle's policies and procedures to account for these pay-to-play laws, regulations or policies, and to comply with the New York Attorney General's Public Pension Fund Reform Code of Conduct (the "Pension Fund Reform Code"), which governs Carlyle's interactions with U.S. public pension funds. If the Adviser, the general partner of an Advisory Client or their respective personnel or affiliates fail to comply with the Pension Fund Reform Code or such pay-to-play laws, regulations or policies, such non-compliance could have an adverse effect on an Advisory Client by, for example, providing the basis for the withdrawal of the affected government plan investor.

In March 2018, the United States imposed an additional 25% tariff under Section 232 of the Trade Expansion Act of 1962, as amended, on steel products, including stainless steel, imported into the United States. These new tariffs, or other changes in U.S. trade policy, have resulted in, and may continue to trigger, retaliatory actions by affected countries. Certain non-U.S. governments have instituted or are considering imposing trade sanctions on certain U.S. goods. Others are considering the imposition of sanctions that will deny U.S. companies access to critical raw materials. A "trade war" of this nature or other governmental action related to tariffs or international trade agreements or policies has the potential to further increase costs, decrease margins, reduce the competitiveness of products and services offered by current and future portfolio companies and adversely affect the revenues and profitability of companies whose businesses rely on goods imported from outside of the United States.

In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, the general partner and/or administrator of an Underlying Fund

may request additional information regarding an investor in a Fund or Managed Account, including documentation verifying, among other things, such investors' identity and source of funds used to acquire the interests of such Advisory Client. The general partner and/or administrator of an Underlying Fund may decline to accept a subscription or other investment commitment on the basis that such information that is provided is inadequate or if this information is not provided. Requests for documentation and additional information may be made at any time during which an investor holds an interest in an Advisory Client, and if such information is not provided or the general partner and/or administrator of the Underlying Fund believes there is a reasonable risk that an investor in an Advisory Client is involved in money laundering or other illicit activities or is subject to governmental sanctions then the Advisory Client's interest in an Underlying Fund may be frozen and/or terminated. Such general partner and/or administrator may be required to provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the Adviser that the information has been provided. Such risks are also relevant to an investor's interest in any Fund or Managed Account.

Alternative Investment Fund Managers Directive

The European Union (the "EU") Alternative Investment Fund Managers Directive (the "Directive"), as transposed into national law within the member states of the European Economic Area (the "EEA"), imposes requirements on alternative investment fund managers ("AIFMs") which market alternative investment funds ("AIFs") to professional investors within the EEA. The Adviser may act as a non-EEA AIFM with respect to certain Metropolitan AIFs (*i.e.*, Funds) and may therefore be in scope of certain of the Directive's requirements. The minimum requirements under the Directive for marketing an AIF under applicable national private placement regimes include transparency, disclosure and reporting requirements to both the investors of the Advisory Clients and/or regulators in the EEA. In parallel, certain member states of the EEA apply more stringent measures to marketing by non-EU AIFMs, such as requiring a depositary; while other member states have chosen not to allow non-EEA AIFMs to market AIFs in their territory at all. The Directive could adversely impact Advisory Clients by, among other things: (i) limiting the territories in the EEA in which the Adviser is able to market its funds to investors; (ii) limiting an Advisory Client's investment opportunities and Metropolitan's operating flexibility both internally and with respect to investments made by the Advisory Client; (iii) exposing an Advisory Client and/or its manager to conflicting regulatory requirements in the United States and one or more member states of the EEA; and (iv) constraining an Advisory Client's ability to carry out its investment approach, which may make it more difficult to achieve its investment objectives; and (vi) materially increasing the costs of doing business in the EEA.

Many Underlying Funds and their GPs will be subject to the Directive requirements as an AIF and AIFM, respectively. In addition to the risks directly applicable to the Adviser and its Advisory Clients discussed above, Underlying Funds and their GPs may also be subject to other various compliance obligations in connection with the Directive. These and other Directive obligations can have an adverse effect on Underlying Funds and their GPs by, among other things, increasing their regulatory burden and costs of raising money and doing business in EEA jurisdictions.

United Kingdom Exit from European Union

On March 29, 2017, the United Kingdom (“UK”) formally notified the European Council of its intention to leave the EU. Under the process for leaving the EU, the UK remains a member state until a withdrawal agreement is entered into, or failing that, two years following the notification of its intention to leave, although that deadline can be extended by agreement. The UK Prime Minister has agreed to the text of a withdrawal agreement and a political declaration on a future relationship with the EU, but the withdrawal agreement has been rejected by the UK Parliament on several occasions and there is no guarantee that it can be rendered acceptable to Parliament. On March 22, 2019, the UK and EU agreed to extend the UK’s departure date from March 29 to April 12, 2019, to enable the UK government additional time to try and secure legislative approval for the proposed withdrawal agreement in the UK Parliament. The UK remains a member state subject to EU law with privileges to provide services under the single market directives until at least April 12, 2019; however, any further privileges after this date will depend on affirmative action taken by the UK, such as, adopting the proposed withdrawal agreement, amending current UK law to provide for a further (as yet) unspecified extension date, or revoking its notification to leave the EU.

As the departure date approaches without the prospect of an orderly transition period, many businesses become unable to postpone executing their contingency plans. Contingency planning for some businesses involves re-establishing the business in a member state of the EU, moving personnel and, if applicable, seeking authorization from the local regulator – all of which are costly, disruptive and potentially inefficient if a business presence is also required in the UK. Uncertainty about the way in which these many and complex issues will be resolved (and whether by agreement or through the absence of any agreement) could adversely affect an Advisory Client, and Underlying Fund and/or a portfolio investment (especially if an Advisory Client, an Underlying Fund and/or a portfolio investment includes, or is exposed to, businesses that depend on access to the single market, the customs union, or whose value is affected adversely by the UK’s future relationship with the EU). Currently, there is uncertainty as to how the UK’s withdrawal from the EU will be implemented and what the economic, tax, fiscal, legal, regulatory and other implications will be for the UK and broader European and global financial markets. Given the size and importance of the UK’s economy, uncertainty or unpredictability about the terms of its withdrawal and its future legal, political and/or economic relationships with Europe is a source of instability, significant currency fluctuations and/or other adverse effects on international markets, international trade agreements and/or other existing cross-border cooperation arrangements (whether economic, tax, fiscal, legal, regulatory or otherwise). The withdrawal of the UK from the EU could therefore potentially and adversely affect an Advisory Client, an Underlying Fund and/or a portfolio investment. In addition, the withdrawal of the UK from the EU could have a further destabilizing effect if other member states consider withdrawing from the EU, presenting similar and/or additional potential risks and consequences for an Advisory Client, an Underlying Fund and/or a portfolio investment.

Foreign Account Tax Compliance Act and OECD Common Reporting Standard

The Foreign Account Tax Compliance Act ("FATCA") requires all entities in a broadly defined class of foreign financial institutions ("FFIs") to comply with a complicated and expansive reporting regime or be subject to a 30% U.S. withholding tax on certain U.S.-sourced payments (and a 30% U.S. withholding tax on gross proceeds from the sale of certain U.S. stocks and securities, with respect to which withholding has been indefinitely deferred pursuant to recent guidance) and requires non-U.S. entities which are not FFIs to either certify they have no substantial U.S. beneficial ownership or to report certain information with respect to their substantial U.S. beneficial ownership or be subject to a 30% U.S. withholding tax on certain U.S.-sourced payments (and a 30% U.S. withholding tax on gross proceeds from the sale of certain U.S. stocks and securities, with respect to which withholding has been indefinitely deferred pursuant to recent guidance). FATCA also contains complex provisions requiring participating FFIs to withhold on certain "foreign passthru payments" made to nonparticipating FFIs and to holders that fail to provide the required information. The definition of a "foreign passthru payment" is still reserved under current regulations, however the term generally refers to payments that are from non-U.S. sources but that are "attributable to" certain U.S. payments and gross proceeds described above. Withholding on "foreign passthru payments" will not be applicable any earlier than two years after final regulations are issued defining the term "foreign passthru payment." In general, non-U.S. investment funds are expected to be considered FFIs. In general, these requirements apply to non-U.S. investment funds, such as any non-U.S. Metropolitan-sponsored investment vehicle advised by the Adviser. Among other things, FATCA compliance requires FFIs to obtain and review appropriate due diligence information with respect to certain existing and prospective investors. The reporting obligations imposed under FATCA require FFIs to enter into agreements with the U.S. Internal Revenue Service (the "IRS") to obtain and disclose information about certain investors to the IRS or, if subject to an intergovernmental agreement, register with the IRS. Failure to comply with the preceding requirements, could expose the Adviser and its investors to a 30% U.S. withholding tax, which may discourage certain investors from investing in U.S. investment funds. Prospective investors in any Metropolitan-sponsored investment vehicle should consult their own tax advisors regarding all aspects of FATCA as it affects their particular circumstances.

In addition, the Organisation for Economic Cooperation and Development ("OECD") has developed Common Reporting Standard ("CRS") rules for the automatic exchange of FATCA-like financial account information among OECD member states. Like FATCA, CRS imposes certain due diligence, documentation and reporting requirements on various Metropolitan entities. While CRS does not contain a potential withholding requirement, non-compliance could subject Metropolitan to certain reputational harm. Moreover, reporting under CRS commenced in 2017 in countries that have signed on as "early adopters." Compliance with such regimes could result in increased administrative and compliance costs and could subject certain Metropolitan-sponsored investment entities to increased non-U.S. withholding taxes.

Risks Relating to Taxation in Other Jurisdictions

If an Advisory Client makes investments in a jurisdiction outside the United States, such Advisory Client or its investors (as applicable) may be subject to income or other tax in that jurisdiction. Withholding tax or branch tax may be imposed on earnings from investments in such jurisdictions. In addition, local tax incurred in non-U.S. jurisdictions by an Advisory Client or vehicles through which it invests may not be creditable to or deductible by investors in their respective jurisdictions. Income or gains of an Advisory Client may be subject to withholding, income, net wealth or other tax in the jurisdictions where its investments are located.

Partnership Audit Legislation

Under legislation enacted in 2015, U.S. federal income tax audits of partnerships will be conducted at the partnership level, and, unless a partnership qualifies for and affirmatively elects an alternative procedure, any adjustments to the amount of tax due (including interest and penalties) will be payable by the partnership. There can be no assurance that a Metropolitan-sponsored investment vehicle will be eligible to, or will, make an election under the alternative procedure, and if such vehicle does not or is not able to make such an election, then (i) its then-current investors, in the aggregate, could indirectly bear income tax liabilities in excess of the aggregate amount of taxes that would have been due had such vehicle elected the alternative procedure, and (ii) a given investor may indirectly bear taxes attributable to income allocable to other investors or former investors, including taxes (as well as interest and penalties) with respect to periods prior to such investor's ownership of interests. Amounts available for distribution to investors may be reduced as a result of a Metropolitan-sponsored investment vehicle's obligations to pay any taxes associated with an adjustment.

Geographic Concentration Risks

Certain Advisory Clients require that the Adviser focus their investments in a particular geographic region and therefore will be particularly vulnerable to events affecting investments in such region. The economy of a particular country in which a geographically-focused fund may invest is influenced by economic and market considerations in other countries in the relevant region, and sometimes by events in unrelated regions. Investors' reactions to events in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which a geographically-focused fund may invest. The performance of a geographically focused Advisory Client may be worse than the performance of other Advisory Clients that invest more broadly geographically.

Valuation Risks

There is no established market for the interests in the Underlying Funds held by Advisory Clients. Additionally, the Co-Investments held by Advisory Clients are typically also privately held securities for which no established market exists. Generally, the Adviser relies on the valuation provided by each Underlying Fund's GP with respect to an Advisory Client's interest in the related Underlying Fund or co-investment but in certain cases (e.g., where a GP of an Underlying Fund

does not report valuations consistent with International Financial Reporting Standards or U.S. Generally Accepted Accounting Principles), the Adviser may conduct additional analysis to determine the valuation of an Advisory Client's interest. As a result, the Adviser's valuation may differ from the valuation reported by such GP. Furthermore, third-party pricing information may at times not be available regarding certain Advisory Clients' interests. Further, the net asset value of an Underlying Fund or specific asset as of a particular date may be materially greater than or less than its net asset value that would be determined if such Underlying Fund or asset were to be actually liquidated as of such date.

Risks Relating to Disposition of Investments

In connection with the disposition of an investment in real estate assets, an Advisory Client or an Underlying Fund may be required to make representations and warranties about the condition of such investment typical of those made in connection with the sale of real estate assets generally. The Advisory Client or Underlying Fund may also be required to indemnify the purchasers of such real estate assets to the extent that any such representations or warranties turn out to be inaccurate or misleading. Exit strategies that initially appear to be viable may be precluded over time due to economic, legal, political or other factors. As a result, the sale of an Advisory Client's or Underlying Fund's investments may be at substantial discounts and/or otherwise disadvantageous terms.

Vintage Year Concentration Risks

Due to their long-term nature, private real estate funds are exposed to market cycles that can result in final returns that vary substantially over vintage years. Additionally, fundraising by Underlying Fund sponsors and volume of investment activity frequently follow counter-cyclical patterns, which can impede proper diversification over time. There can be no assurance that the Adviser can adequately diversify a private real estate portfolio over vintage years and, as a result, an Advisory Client's investment portfolio may become overly concentrated in one or more vintage years, which may adversely affect performance. Further, diversification does not eliminate the risk of loss.

Risks Related to Hedging

While the Adviser does not typically engage in any hedging transactions on behalf of its Advisory Clients, it may elect to do so from time to time. Additionally, an Underlying Fund may engage in hedging transactions. There can be no assurance that a particular hedge will be appropriate or effective. Further, while both an Advisory Client and/or an Underlying Fund may enter into hedging transactions to seek to reduce risk, such transactions may result in poorer overall performance and increased (rather than reduced) risk for the Advisory Client's investment portfolios than if the Advisory Client or such Underlying Fund did not engage in any such hedging transactions. These arrangements may also require the posting of cash collateral at a time when the Advisory Client has insufficient cash or illiquid assets such that the posting of the cash is either impossible or requires the sale of assets at prices that do not reflect their underlying value.

Moreover, these hedging arrangements may generate significant transaction costs, including potential tax costs, which may reduce the returns generated by the Advisory Client.

Interest Rate Risks

In order to seek to reduce the interest rate risk inherent in an Underlying Fund's investment portfolio and capital structure, an Underlying Fund may enter into interest rate transactions, including but not limited to, interest rate swaps and caps. Depending on the state of interest rates in general, an Underlying Fund's use of interest rate transactions could enhance or harm the overall performance of the Underlying Fund, which in turn may impact the overall performance of an Advisory Client.

The London Inter-Bank Offered Rate ("LIBOR") and certain other interest rate "benchmarks" are the subject of recent national, international, and other regulatory guidance and proposals for reform. These reforms may cause such benchmarks to perform differently than in the past or have other consequences which cannot be predicted. There is no guarantee that a transition from LIBOR to an alternative will not result in financial market disruptions, significant increases in benchmark rates, or borrowing costs to borrowers, any of which could negatively impact Advisory Clients.

Access to Information Risks

Due in part to the fact that potential investors in an Advisory Client may ask different questions and request different information, the Adviser or its affiliates may provide certain information to one or more prospective investors that it does not provide to all of the prospective investors or investors in the Advisory Client. Investors' rights to information regarding an Advisory Client will be specified, and strictly limited, in such Advisory Client's governing documents (which may be supplemented for a particular investor in a side letter agreement). Additionally, as an investor in Underlying Funds and Co-Investments, Metropolitan may be provided information by an Underlying Fund manager that is different than information provided to other investors, and the Adviser's right to information in respect of an Underlying Fund or Co-Investment will typically be specified and strictly limited in the applicable agreements (including side letters) of such investment.

Holding Period Risk

Funds and Managed Accounts may make investments which cannot be advantageously disposed of prior to the date such Fund will be dissolved, either by expiration of its term or otherwise. Funds (as well as Managed Accounts structured as "funds-of-one") may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of the commencement of the winding up of the Fund. Upon the commencement of a winding up, the Fund will need to liquidate its assets by reducing such assets to cash and cash equivalents. In discharging the obligations that arise as a result of the commencement of the winding up, the Fund's general partner or liquidator will be required to exercise its judgment to balance its obligation to ensure the expeditious liquidation of the Fund assets against the interest of the Fund's investors to

obtain fair value for such assets taking into account any contractual, tax, market, legal or other considerations (including legal restrictions on the ability of an investor to hold any assets to be distributed in kind). Consequently, there can be no assurances with respect to the time frame in which the winding up and the final distribution of proceeds to investors will occur.

Risk of Limited Number of Investments

An Advisory Client typically will participate in a limited number of investments and, as a consequence, the aggregate return of such Advisory Client can be substantially adversely affected by the unfavorable performance of even a single investment. In addition, other than as set forth in the applicable Advisory Client's governing documents, investors have no assurance as to the degree of diversification of an Advisory Client's investments, either by geographic region, industry or transaction type.

Limited Operating History Risks

Although the Adviser has extensive experience managing investments in the real estate market, many of the Funds as well as the Underlying Funds in which Advisory Clients expect to invest will be newly- or recently-formed entities with no significant operating history upon which to evaluate their likely performance or the likely effectiveness of their investment strategy. An investment in a Fund or an Underlying Fund is therefore subject to all of the risks and uncertainties associated with any new business, including the risk that a Fund or an Underlying Fund (as applicable) will not achieve its investment objectives and that the value of an investment could decline substantially.

Indemnification Risks

Each Advisory Client and Underlying Fund generally will be required to indemnify its general partner (or similar managing fiduciary), its investment adviser, certain service providers and their respective affiliates and each of their respective members, officers, directors, employees, consultants, agents, advisors, senior advisors, stockholders, shareholders, partners and other persons who serve at the request of its general partner on behalf of such investment vehicle for liabilities incurred in connection with the affairs of such Fund or Underlying Fund, as applicable. The Adviser, as well as sponsors of Underlying Funds, typically engage placement agents and other similar finders and consultants in connection with the offering of interests in an Advisory Client or Underlying Fund (as applicable) and, to the extent permitted by such Advisory Client's or Underlying Fund's governing agreements, causes such Advisory Client or Underlying Funds to indemnify such agents, finder or consultants. Where applicable, members of a limited partner advisory committee of a Fund or Underlying Fund will also be entitled to the benefit of certain indemnification and exculpation provisions as set forth in the Fund's or Underlying Fund's governing documents. Such indemnification obligations may be material and have an adverse effect on the returns to the investors in an Advisory Client. In certain circumstances, the indemnification obligation of an Advisory Client may be payable from its assets, including the unpaid capital commitments of the investors therein. If the assets of such Advisory Client are insufficient, the applicable general partner may recall distributions previously made to the

applicable investors (subject to certain limitations set forth in the governing agreement of such Advisory Client). Furthermore, as a result of the provisions contained in the governing agreement of an Advisory Client or Underlying Fund, an Advisory Client or investors in such Fund or Underlying Fund may in certain cases have a more limited right of action against the general partner than it would in the absence of such limitations.

An Advisory Client may be required, at its expense, to purchase insurance for such Advisory Client, its general partner, Metropolitan and their respective employees, agents and representatives. In addition, because an Advisory Client may advance the costs and expenses of an indemnitee pending outcome of the particular matter (including determination as to whether or not the person was entitled to indemnification or engaged in conduct that negated such person's entitlement to indemnification), there may be periods where an Advisory Client is advancing expenses to an individual or entity with whom such Advisory Client is not aligned or is otherwise an adverse party in a dispute. Moreover, in its capacity as general partner of an Advisory Client, such general partner will, notwithstanding any actual or perceived conflict of interest, be the beneficiary of any decision by it to provide indemnification (including advancement of expenses). This may be the case even with respect to settlement of actions where any indemnitee was alleged to have engaged in conduct that disqualifies any such person from indemnification or exculpation so long as such general partner (and/or its legal counsel) has determined that such person is entitled to indemnification.

Risks Related to Presentation of Performance

Generally, net performance of a Fund is calculated on an aggregate basis after taking into account all fees and expenses actually borne by investors in the Fund as a group, but does not take into account any taxes borne or deemed to be borne by investors (such as, for example, taxes resulting from the investors' domicile or taxes paid or payable by vehicles designed to address certain investors' tax, regulatory or other similar issues). With respect to any particular Fund, differences in timing of an investor's commitment to the Fund and the economic and other terms applicable to certain investors therein may increase or decrease the net performance information realized by such investors and, accordingly, the actual net performance information of a particular investor may differ from the net performance information disclosed to such investors.

Certain Advisory Clients utilize subscription lines of credit to fund investments prior to the receipt of capital contributions from investors. Because the capital contributions from investors are delayed when using a subscription line of credit, the investment period of such investor capital is shortened, which may increase the net internal rate of return of an Advisory Client. However, because interest expense and other costs of borrowings under subscription lines of credit are typically an expense of the Advisory Client, the Advisory Client's net multiple of invested capital will be reduced.

Cybersecurity Breaches, Identity Theft, Privacy Breaches and Other Threats

Cybersecurity incidents and cyber-attacks have been occurring globally at a more frequent and severe level and will likely continue to increase in frequency in the future. As part of its business, the Adviser processes, stores and transmits large amounts of electronic information, including information relating to the transactions of the Advisory Clients and personally identifiable information of investors (and their ultimate beneficial owners, control persons and authorized representatives), employees, GPs, and property managers. Similarly, service providers of the Adviser or an Advisory Client, especially an administrator, may process, store and transmit such information. The information and technology systems of the Adviser, its and its Advisory Clients' service providers and other market participants may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, security threats (including ongoing cyber security threats to and attacks on our information technology infrastructure), infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes, typhoons, earthquakes, wars, terrorist attacks and other similar events. Measures designed to manage risks relating to these types of events cannot provide absolute security. The techniques used to obtain unauthorized access to data, disable or degrade service or sabotage systems change frequently and may be difficult to detect for long periods of time. If these systems are compromised, become inoperable for extended periods of time or cease to function properly, an Advisory Client and/or a portfolio investment may have to make a significant investment to fix or replace them. These systems are subject to a number of different threats or risks that could adversely affect an Advisory Client and its investors, despite the efforts of the Adviser and service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to an Advisory Client and its investors. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the Adviser's and its Advisory Clients' operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors in an Advisory Client (including their ultimate beneficial owners, control persons and authorized representatives), employees, GPs and property managers.

A cybersecurity incident or data privacy breach could have numerous material adverse effects, including on the operations, liquidity and financial condition of an Advisory Client. Cyber threats and/or incidents could cause financial costs from the theft of Advisory Client assets (including proprietary information and intellectual property) as well as numerous unforeseen costs including, but not limited to: regulatory intervention or fines (including under GDPR as discussed below), litigation costs, preventative and protective costs, remediation costs and costs associated with reputational damage, any one of which could be materially adverse to an Advisory Client. In addition, Metropolitan may incur substantial costs related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation. The costs

related to cyber or other security threats or disruptions or data privacy breaches may not be fully insured or indemnified by other means.

Similar types of operational and technology risks are also present for Underlying Funds and property managers of portfolio investments, which could have material adverse consequences for such entities, and may cause them to lose value.

European Union General Data Protection Regulation

On May 25, 2018, the EU General Data Protection Regulation (“GDPR”) replaced the then-existing data protection directive and, as a regulation, has direct effect in all EU member states. Although a number of the existing principles for the protection of personal data will remain, GDPR was designed to harmonize data privacy laws across Europe and change the way organizations approach data privacy. It applies to (i) all organizations that process personal data of EU ‘data subjects’ in the context of an establishment in the EU (regardless of whether the processing takes place in the EU) and (ii) organizations outside the EU that offer goods or services to data subjects in the EU, or that monitor the behavior of EU data subjects. Personal data is information that can be used to identify a natural person, including a name, a photo, an email address, or a computer IP address. For those subject to it, compliance with GDPR requires organizations to analyze and evaluate how they handle data in the ordinary course of their business. The costs of compliance with GDPR and the potential for fines and penalties in the event of a breach may have an adverse impact on an Advisory Client, particularly because penalties for non-compliance are material. The more serious breaches of GDPR could incur a fine of up to the greater of €20 million or 4% of aggregate global turnover for the preceding year.

GPs and their Underlying Funds and property managers of portfolio investments are subject to similar risks, which could have material adverse consequences for such entities, and may cause them to lose value.

Risk of Misconduct of Metropolitan Personnel or Third-Party Service Providers

Misconduct by personnel or by third-party service providers could cause significant losses to an Advisory Client. Such misconduct could include, among other things, binding an Advisory Client to transactions that exceed authorized limits or present unacceptable risks and other unauthorized activities or concealing unsuccessful investments (which, in either case, may result in unknown and unmanaged risks or losses), or otherwise charging (or seeking to charge) inappropriate expenses to an Advisory Client or the Adviser. In addition, personnel and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the Advisory Client’s business prospects or future activities. Furthermore, because of the Adviser’s diverse businesses and the regulatory regimes under which they operate, misdeeds by a Metropolitan entity (or its personnel) may result in foreclosing an Advisory Client’s ability to conduct its activities in the manner otherwise intended. It is not always possible to deter misconduct by personnel or service

providers, and the precautions Metropolitan takes to detect and prevent this activity may not be effective in all cases.

GPs and their Underlying Funds and property managers of portfolio investments are subject to similar risks, which could have material adverse consequences for such entities, and may cause them to lose value.

Item 9. Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the evaluation of the adviser or the integrity of the adviser's management. The Adviser does not have any disciplinary information applicable to this Item 9 to disclose.

Item 10. Other Financial Industry Activities and Affiliations**Affiliated Advisers and Other Affiliations***Affiliated Sub-Advisers*

The Adviser has certain personnel located in Europe and Asia. The Adviser's Europe-based personnel are employees of CECP Advisors LLP ("CECP"), which is registered with the UK Financial Conduct Authority. Its Asia-based personnel are employees of Carlyle Asia Investment Advisors Limited ("CAIA"). Each of CECP and CAIA is part of Carlyle and is under common control with the Adviser. The Adviser has entered into a sub-advisory agreement with CIM through which the Adviser's personnel who are employed by CAIA and CECP provide sub-advisory services to the Adviser. These personnel identify, evaluate and monitor investment opportunities and investments in the non-U.S. jurisdictions in which they are located solely to advise the Adviser on investment opportunities in respect of an Advisory Client. Such personnel are also subject to the Adviser's supervision and oversight, including the Adviser's compliance policies and procedures.

The Carlyle Group

The Adviser is affiliated with CIM, which is part of Carlyle and is separately-registered investment advisers under the Advisers Act. As discussed in Item 4, apart from its relationship with Carlyle's Investment Solutions business, the Adviser carries out its investment operations independently of Carlyle (including CIM).

The Adviser is also affiliated with Alpinvest, which is also wholly-owned by Carlyle. Like the Adviser, Alpinvest is part of the Investment Solutions business segment. Alpinvest is separately registered under the Advisers Act as an investment adviser.

TCG Securities, L.L.C. ("TCG Securities"), an affiliate of CIM and the Adviser, is licensed with the SEC as a broker-dealer with respect to the offer and sale of interests in private investment vehicles (which includes one or more Advisory Clients) and is a member of the Financial Industry Regulatory Authority. The Adviser has entered into a non-exclusive placement agent agreement with TCG Securities to solicit prospective investors for Advisory Clients. When registered representatives of TCG Securities provide services to the Adviser thereunder, such persons will be subject to the policies and procedures of TCG Securities when engaged in broker-dealer related activities in addition to applicable policies and procedures of CIM and/or the Adviser (as applicable). TCG Securities does not intend to act as a broker-dealer or agent for transactions made on behalf of affiliated, private investment vehicles and does not intend to hold funds or securities for, or owe money or securities to, its clients generally. Additionally, Carlyle holds, and may acquire, ownership stakes in one or more other broker-dealers. Although deemed to be highly unlikely, the Adviser may execute trades through such Carlyle-affiliated broker-dealers. In such a case, the Adviser will execute trades in all cases consistent with its duty to seek best execution. See "Item 12 – Brokerage Practices" below for additional information.

Carlyle is a global investment firm with business operations across several business segments. Although the Adviser is a separately-registered investment adviser and carries out its investment operations independently of Carlyle (including CIM, AlInvest and other Carlyle-affiliated investment advisers), the Adviser's status as part of the larger Carlyle organization raises certain actual and potential conflicts of interest, as discussed below. Further, the Adviser shares or leverages certain operational functions and resources at Carlyle, such as corporate accounting, information technology, and compliance.

Because Carlyle has many different asset management and advisory businesses and operates on a global basis, the Adviser may be subject to greater regulatory oversight than it would be absent its relationship with Carlyle. The Adviser and its Advisory Clients also may be subject to certain legal and other restrictions on their investment activities as a consequence of the Carlyle relationship including, for example, limitations imposed by non-U.S. regulatory authorities, or restrictions on the purchase or sale of, or exercise of voting or other rights with respect to, the debt instruments of an issuer when a Carlyle advisory client holds the equity of the issuer and the issuer is an affiliate of Carlyle.

Carlyle and its directors, members, managers, partners, shareholders, officers, employees, agents and affiliates (including AlInvest and its officers, employees, agents and affiliates) may conduct any other business, including any business within the securities industry, whether or not such business competes with the Adviser. Without limiting the generality of the foregoing, Carlyle and its affiliated companies and persons act and will continue to act as general partner, investment adviser or investment manager for others, manage funds, separate accounts or capital for others, have, make and maintain investments in their own name or through other entities and may serve as officers, directors, consultants, partners or stockholders of one or more investment funds, partnerships, securities firms or advisory firms.

Please see "Conflicts of Interest — Other Potential Conflicts" under Item 11 for more information on potential material conflicts of interest with Carlyle.

For the purposes of this brochure, references to the "Adviser" include its affiliates specified above, but do not include references to AlInvest, CIM, TCG Securities, or Carlyle. For additional information regarding any of CIM or AlInvest, including persons related to such advisers that may act as investment advisers or sub-advisers or commodity pool operators please see Part 2 of Form ADV of such particular investment adviser, available at: <http://www.adviserinfo.sec.gov/>.

Other Related Persons

Related persons of the Adviser act as the general partner (or similar managing fiduciary) of Funds or other investment vehicles in which Advisory Clients participate and, to the extent not otherwise exempt from registration as an adviser with the SEC, conduct their activities in

accordance with the Advisers Act and the rules thereunder and in reliance on the Adviser's registration under the Advisers Act as associated persons of the Adviser.

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

The Adviser has adopted Carlyle's Code of Conduct (the "Code"), which sets forth standards of ethical conduct for employees and is designed to address and avoid potential conflicts of interest as required under Rule 204A-1 under the Advisers Act. Among other things, the Code prescribes standards for dealing with clients ethically, addresses conflicts of interest issues, and supplements personal trading and operating procedures set forth in Carlyle's Policies and Procedures Regarding Material, Non-Public Information and the Prevention of Insider Trading. The Code provides guidance in specific areas, including but not limited to, confidentiality of information, personal investments, gifts and entertainment and personal political activities. The Code is available to clients, investors, prospective clients or prospective investors by writing to Metropolitan Real Estate Equity Management, 299 Park Avenue, 35th Floor, New York, New York 10171, Attn: Investor Relations.

The Adviser has also adopted Carlyle's written policies and procedures to account for the pay-to-play regulations promulgated by the SEC and to comply with the Pension Fund Reform Code (the "Pay-to-Play Policy"), which governs Carlyle's and the Adviser's interactions with U.S. public pension funds. A copy of these policies and procedures will also be provided to current and prospective investors by writing to the address noted above.

The Adviser may take disciplinary measures against any of the Adviser's personnel who violate the Code or the Pay-to-Play Policy, including, without limitation, imposing penalties or fines, reducing compensation, demotion, requiring unwinding of any applicable trade, requiring disgorgement of trading gains, referral to regulatory authorities, suspending or terminating employment, or any combination of the foregoing. The Adviser's personnel are also required to promptly report any violation of the Code or Pay-to-Play Policy of which they become aware.

Participation or Interest in Client Transactions

The Adviser, its affiliates and equity owners (including Carlyle), and certain of their respective professionals invest in or alongside certain Advisory Clients. Other qualified individuals who generally are not employees of Carlyle, but who have business relationships with Carlyle (including, without limitation, operating executives, operating advisors, consultants, former employees, and other similar professionals), also may invest in or alongside Advisory Clients. Management Fees and Carried Interest on such investments may be substantially reduced or, as is more typical, waived altogether for these investors. For further details regarding these arrangements, as well as conflicts of interest presented by them, please see "Conflicts of Interest" immediately below.

Conflicts of Interest

The Adviser and certain of its related entities engage in a broad range of activities, including investment activities for their own account, and providing transaction-related, investment advisory, management and other services to Advisory Clients. In the ordinary course of conducting its activities, the interests of an Advisory Client may conflict with the interests of the Adviser or other Advisory Clients. Descriptions of several of these conflicts of interest, as well as a description of how the Adviser addresses such conflicts of interest, follows below.

Resolution of Conflicts

In the case of all real or perceived conflicts of interest, the Adviser's determination as to whether an actual conflict exists, which factors are relevant, and the resolution of any such conflicts, will be made using the Adviser's best judgment, but in its sole discretion, absent any agreed upon resolution mechanism with the Advisory Client or investor. In resolving conflicts, the Adviser may consider various factors, including the interests of the applicable Advisory Client with respect to the immediate issue and/or with respect to the Advisory Client's longer-term courses of dealing as well as the effect of such conflict or such resolution on the Adviser and its affiliates. See also Item 17 for more information regarding voting securities in respect of Advisory Client accounts.

Conflicts

The material conflicts of interest encountered by the Adviser with respect to its Advisory Clients include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by the Adviser. Other material conflicts may be disclosed throughout this brochure and this brochure should be read in its entirety for other conflicts. In addition, the organizational documents of certain Advisory Clients are designed to protect the interests of its investors in situations where conflicts may exist, although these provisions do not always eliminate such conflicts. In certain instances, some of such conflicts of interest may be resolved in a manner adverse to an Advisory Client and its ability to achieve its investment objectives.

Allocations of Investment Opportunities and Expenses

The Adviser seeks to make all allocations of investment opportunities in a fair and equitable manner, and will not generally favor or disfavor, consistently or consciously, any Advisory Client in relation to any other Advisory Clients. To this end, the allocation of investment opportunities and certain expenses may not be based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Advisory Client or (ii) the profitability of any Advisory Client to the Adviser.

Generally, each eligible Advisory Client is allocated the full amount of each suitable investment opportunity determined by the Adviser to be appropriate for such Advisory Client in a manner consistent with the investment strategy, guidelines and restrictions (including any allocation requirements) set forth in the relevant organizational and advisory agreements, offering

documents and side letters of such Advisory Client. In those instances where a particular investment opportunity is capacity constrained (*i.e.*, where one or more Advisory Clients is unable to be allocated the full amount determined by the Adviser to be appropriate for such Advisory Client), the Adviser will in general allocate such investment opportunity among eligible Advisory Clients such that each Advisory Client receives its *pro rata* share of such investment opportunity based each such Advisory Client's available aggregate capital to commit, taking into account both the amount of available capital and the time period over which the capital is to be committed (and for Funds that are raising capital, may be calculated with reference to the expected aggregate capital of such Fund at its final closing).

In some cases, the Adviser may conclude that a *pro rata* allocation would be undesirable for an Advisory Client and therefore, allocations will also take into account other factors deemed to be relevant, including but not limited to, (i) each Advisory Client's portfolio composition, including the actual, relative, or potential geographic, manager, and/or property type concentration and deal size, and minimum / maximum deal or commitment size requirements, (ii) each Advisory Client's risk/return profile, (iii) each Advisory Client's liquidity and reserves, (iv) the nature of any requirements or constraints placed upon the investment opportunity (e.g., the preferences, requirements or conditions imposed by the GP offering the opportunity), (v) investment structures and limitations, including currency and hedging considerations, (vi) whether the investment opportunity arises from an existing investment or relationship of such Advisory Client or its investor(s), (vii) tax implications and other relevant legal, contractual, or regulatory considerations with respect to such investment or Advisory Client (or investor(s) in such Advisory Client), (viii) potential conflicts of interests that may arise by having more than one Advisory Client invest in the same opportunity, (ix) prior allocations to such Advisory Client and expected availability of future appropriate opportunities, (x) the expected hold period of the investment and the duration of the Advisory Client's term and (xi) any other relevant limitations imposed by, or conditions set forth in, the applicable agreements with such Advisory Client (or its investors). Therefore, investment opportunities may be available for the participation of several Advisory Clients at any given time, which may result in Advisory Clients not participating in one or more investment opportunities or participating in an investment opportunity to a lesser or greater extent than would otherwise be the case.

From time to time, an investment opportunity may be of such significant size (*e.g.*, a large secondaries transaction) that the Adviser determines that its eligible Advisory Clients for whom it has discretionary investment authority should not or cannot accept the full amount available. In such cases, the Adviser may have the ability to influence or control the allocation of such excess or co-investment opportunity. Often, however, the ultimate determination of who gets access to any such excess or co-investment opportunity is in the sole control of the general partner of an Underlying Fund, and in this case the Adviser's role is to negotiate with the GP the best terms for its participating Advisory Clients and to provide a suitable list of potential co-investors to the Underlying Fund's general partner.

Subject to any restrictions or requirements contained in any agreements with and/or organizational documents of an Advisory Client, or any side letter negotiated with respect to a

Fund investor, the Adviser may, in its sole discretion, offer certain Advisory Clients (and Advisory Client investors), prospective Advisory Clients (and prospective Fund investors) and/or other third parties the ability to participate in an excess or co-investment opportunity or include them on its list of potential co-investors to the general partner of the Underlying Fund or lead sponsor involved in the transaction for its review and consideration. The Adviser will consider a number of factors in determining which parties to approach for any such excess or co-investment opportunity, including (without limitation) an investor's aggregate commitment size to Funds and/or Managed Accounts, any interest expressed by such party to participate in these types of investment opportunities, the level of demand for participation in such opportunity, the financial resources and capabilities of such party, the sophistication of such party and whether such party is in a position to make an investment decision quickly, the complexity of a prospective co-investor's tax status which would require particular structuring requirements, undertakings or covenants, any strategic value or other benefit resulting from offering such co-investment opportunity to a prospective co-investor (including without limitation whether a co-investor has agreed to pay fees and/or carried interest with respect to a co-investment), and any confidentiality, competitive, legal and/or regulatory issues. The foregoing factors are not listed in order of importance or priority, the Adviser is not required to, and does not, consider all of the factors described above in any particular investment and some factors may be more or less important depending upon the nature of the particular investment and attendant circumstances. Absent any written contractual arrangements, the Adviser does not purport to have any duty or other fiduciary obligation to give any Advisory Client or Fund investor access to any excess or co-investment opportunity.

In addition, certain affiliates and personnel of the Adviser and Carlyle will invest directly or indirectly in or with Advisory Clients and will therefore participate in investments made by such Advisory Clients. Such interests will vary Advisory Client by Advisory Client and may create an incentive to allocate particularly attractive investment opportunities to the Advisory Client in which such affiliates and personnel hold a greater interest. The existence of these varying circumstances may present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to an Advisory Client.

Costs and Expenses

Expenses frequently will be incurred by multiple Advisory Clients. The Adviser allocates aggregate costs among the applicable Advisory Clients (and, in certain cases, among the Adviser and applicable Advisory Clients) in accordance with allocation policies and procedures which are reasonably designed to allocate expenses in a fair and reasonable manner over time among such Advisory Clients. However, expense allocation decisions can involve potential conflicts of interest (e.g., an incentive to favor Advisory Clients that pay higher incentive fees or conflicts relating to different expense arrangements with certain Advisory Clients). Advisory Clients will bear costs and expenses to the extent provided in the agreements under which an Advisory Client was established (such as a Fund's limited partnership agreement or private placement memorandum, the investment advisory agreement with an Advisory Client, and/or side letters with Fund investors). Typically, the investment advisory agreement and/or Fund partnership agreement

relating to such Advisory Client will stipulate what costs and expenses can be borne by the Advisory Client. Generally, all investment-related costs (including broken deal costs) will be allocated across relevant Advisory Clients *pro rata* based on their relative participation interest (or anticipated relative participation) in the subject investment. The Adviser may allocate other types of shared Advisory Client expenses on another basis (*e.g.*, relative net asset value) as determined to be appropriate in the particular circumstance and in accordance with the Adviser's policies and procedures. Nonetheless, the portion of a common expense that the Adviser allocates to an Advisory Client for a particular product or service may not reflect the relative benefit derived by Advisory Client from that product or service in any particular instance. Such allocation determinations give rise to conflicts of interest due to inherent biases in the process. The Adviser's expense allocations often depend on inherently subjective determinations and, accordingly, expense allocations made by the Adviser in good faith will be final and binding on the Advisory Clients.

Cross-Transactions

In certain cases, the Adviser may cause an Advisory Client to purchase investments from another Advisory Client, or it may cause an Advisory Client to sell investments to another Advisory Client (*e.g.*, to rebalance an Advisory Client's portfolio, to take into account an Advisory Client's cash flows or to comply with applicable investment guidelines and restrictions of an Advisory Client). Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, an Advisory Client may not receive the best price otherwise possible, or the Adviser might have an incentive to improve the performance of one Advisory Client by selling underperforming assets to another Advisory Client in order, for example, to earn fees. Additionally, in connection with such transactions, the Adviser, its affiliates and/or their professionals (i) may have significant investments, or intentions to invest, in an Advisory Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser and its affiliates may receive Management Fees or other fees in connection with their management of the relevant Advisory Clients involved in such a transaction and may also be entitled to share in the investment profits of the relevant Advisory Clients.

To address these conflicts of interest, in connection with effecting such transactions, the Adviser will follow the investment restrictions and requirements set forth in the offering or organizational documents related to the relevant Advisory Clients, which may in certain circumstances include obtaining the consent of the Advisory Client or investors in a Fund. To the extent such matters are not addressed in such materials, the Adviser will be responsible for confirming that it (i) considers its respective duties to each Advisory Client, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party and (iii) obtains any required approvals of or consents to the transaction's terms and conditions and otherwise complies with its policies and procedures established to comply with the Advisers Act.

Principal Transactions

Section 206 of the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the clients thereof, on the other hand. Very generally, if an investment adviser or an affiliate thereof proposes to purchase a security from, or sell a security to, a client (what is commonly referred to as a “principal transaction”), the investment adviser must make certain disclosures to the client of the terms of the proposed transaction and obtain the client’s consent to the transaction.

The Adviser has established certain policies and procedures to comply with the requirements of the Advisers Act as they relate to principal transactions, including that disclosures required by Section 206 of the Advisers Act be made to the applicable Advisory Client(s) regarding any proposed principal transactions and that any required prior consent to the transaction be received.

Conflicts between Investment Strategies

Managers of Underlying Funds typically offer direct property co-investment opportunities first to investors in their Underlying Funds. Metropolitan expects to be offered co-investment opportunities because it holds primary and secondary investments in many Underlying Funds. However, such co-investment opportunities generally will not be available to the Advisory Clients holding the primary or secondary investment in the Underlying Fund due to the Advisory Client’s investment mandate; rather, Metropolitan expects that such co-investment opportunities would be available to the Advisory Clients that pursue an investment mandate to execute co-investments. Further, Metropolitan may be incentivized to make primary or secondary investments in Underlying Funds in order to generate more co-investment opportunities. Metropolitan will often seek preferences for co-investment opportunities in a side letter (or other similar agreement) in connection with making primary investments and secondary investments that will in general only benefit Advisory Clients that invest in co-investment opportunities.

Management of Advisory Clients

The Adviser provides services to a number of Advisory Clients that may have similar or overlapping investment objectives. The Adviser may in the future obtain additional advisory clients, including establishing one or more additional advisory clients with investment objectives substantially similar to, or different from, those of the Adviser’s current Advisory Clients. Allocation of available investment opportunities between existing and future advisory clients could give rise to conflicts of interest. The Adviser may give advice or take actions with respect to the investments of one or more Advisory Clients that may not be given or taken with respect to other Advisory Clients with similar investment programs, objectives or strategies. As a result, Advisory Clients with similar strategies may not hold the same securities or achieve the same performance. In addition, an Advisory Client may not be able to invest through the same investment vehicles or have access to similar credit or utilize similar investment strategies as another Advisory Client. Further, differing constraints and/or differing investment opportunities available to discretionary and non-discretionary Advisory Clients may also result in circumstances

when allocations made on behalf of discretionary Advisory Clients differ from those provided to non-discretionary Advisory Clients. These differences may result in variations with respect to price, leverage and associated costs of a particular investment opportunity.

In addition, it is expected that the Adviser's personnel responsible for advising a particular Advisory Client will have responsibilities with respect to multiple Advisory Clients. The Adviser expects that its personnel will devote as much time as they believe is necessary to assist an Advisory Client in achieving its investment objective; however, none of such individuals will devote substantially all of his or her working time to the affairs of any particular Advisory Client. Conflicts of interest may arise in allocating time, services or functions of such personnel.

Conflicts Relating to Affiliates of the Adviser

Certain affiliates and qualified personnel of the Adviser may invest their personal funds in Underlying Funds that are also recommended by the Adviser to its Advisory Clients. The Adviser has established procedures intended to limit conflicts of interest in cases where the Adviser, its related persons or any of their employees, intends to invest in securities recommended by the Adviser to its clients (*i.e.*, intends to invest in Underlying Funds that are also recommended by the Adviser to the Advisory Clients).

An Advisory Client may be presented with an investment opportunity to purchase a secondary interest in a Metropolitan-sponsored Underlying Fund from an unaffiliated investor at a price negotiated on an arms'-length basis. Such an investment could result in investors in the Advisory Client bearing Management Fees and Carried Interest payable to Metropolitan and its affiliates at the level of the Advisory Client and, indirectly, at the level of the Metropolitan-sponsored Underlying Fund, and this may create an incentive for the Adviser to seek opportunities to invest in secondary interests in Metropolitan-sponsored Underlying Funds. The general partner of such Advisory Client would discuss the potential conflicts of interest raised by such an investment with the Advisory Client (or in the case of a Fund, its limited partner advisory committee) and seek to act in the best interests of the Advisory Client and in accordance with the Adviser's applicable fiduciary duties to the Advisory Client.

Fee Structure

As discussed above in Item 6, the Adviser (or, in some cases, the general partner or special limited partner of a Fund, which is an affiliate of the Adviser) is entitled to Carried Interest under the terms of the investment advisory agreement with, or the limited partnership agreement (or similar organizational documents) of, an Advisory Client, which is based on the performance of the Advisory Client. The existence of the Adviser's, general partner's or special limited partner's performance-based allocation may create an incentive for the Adviser (or a general partner) to cause an Advisory Client to make more speculative investments than it would otherwise make in the absence of performance-based allocations.

Pursuant to the organizational documents of a Fund or Managed Account, the general partner may be required to return excess amounts of carried interest as a "clawback." This clawback

obligation may create an incentive for the general partner to defer disposition of one or more investments or delay the liquidation of a Fund or Managed Account if the disposition and/or liquidation would result in a realized loss to the Fund or Managed Account or would otherwise result in a clawback situation for the general partner.

There is typically a fixed investment period after which capital from investors in a Fund or Managed Account may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of a Fund or Managed Account (as the case may be), based upon the net invested capital (or similar basis) of such Fund or Managed Account, this fee structure may create an incentive to deploy capital when the Adviser may not otherwise have done so.

Diverse Membership; Side Letter Rights

Investors are expected to include U.S. taxable and tax-exempt entities, and entities organized in jurisdictions outside of the United States. Such investors may have conflicting investment, tax and other interests with respect to their investments in an Advisory Client. The conflicting interests among the investors may relate to or arise from, among other things, the nature of investments made by an Advisory Client, the structuring of the acquisition of investments and the timing of the disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the Adviser or its affiliates, including with respect to the nature or structuring of investments, that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for an Advisory Client, the Adviser and its affiliates will consider the investment and tax objectives of the applicable Advisory Client and the investors as a whole, not the investment, tax or other objectives of any investor individually.

The general partner (or similar managing fiduciary) of a Fund often will enter into side letters or other similar agreements with investors in connection with their admission to such Fund without the approval of any other investor. The side letters or other similar agreements have the effect of establishing rights under, altering or supplementing the terms of the governing documents of such Fund with respect to one or more such investors in a manner more favorable to such investors than those applicable to other investors. Such rights or terms in any such side letter may include, without limitation, (i) fee arrangements with respect to such investors; (ii) excuse rights applicable to particular investments; (iii) reporting obligations of the applicable general partner (or similar managing fiduciary); (iv) waiver of certain confidentiality obligations; (v) consent of the applicable general partner (or similar managing fiduciary) to certain transfers by such investor; (vi) special rights with respect to co-investment; or (vii) rights or terms necessary in light of particular legal, public policy or regulatory characteristics of an investor.

Except as otherwise agreed with an investor, the general partner (or similar managing fiduciary) of a Fund does not have an obligation to give any investor in such Fund notice of any side letters entered into by such general partner with any other investor in such Fund. However, subject to confidentiality obligations, the general partner (or similar managing fiduciary) will, upon request, make available copies of all side letters or a compendium containing the provisions of any such

side letters, which may be redacted of any identifying information. Such copies or compendium may be made available to an investor only after such investor has been admitted to such Fund. Any rights established under a side letter will generally inure solely to the benefit of the parties to such side letter and will not extend to other investors in a Fund.

Metropolitan and its affiliates and personnel have made, and may in the future make, oral and written statements or expressions of intent or expectation to investors in a Fund or Managed Account, or they have acknowledged (and may in the future acknowledge) statements by such persons ("Outside Statements") regarding an Advisory Client or Metropolitan's activities pertaining thereto. These may include, for example, the anticipated or expected allocation and terms of co-investment opportunities, the anticipated or expected allocation of investment opportunities to an Advisory Client generally and other topics often addressed in legally binding side letters. Although such Outside Statements are not legally binding, such Outside Statements may influence allocation and other decisions of Metropolitan and its affiliates and personnel with respect to the operations and investment activities of an Advisory Client and may influence a prospective investor's decision as to whether to invest in an Advisory Client. By virtue of not being legally binding obligations, such Outside Statements will not be considered side letters for purposes of any most-favored-nation's provisions in actual side letters with investors in a Fund or Managed Account.

Positions with Underlying Funds

From time to time Metropolitan will have one or more representatives on the limited partner advisory committee (the "LPAC") of an Underlying Fund. Often, a GP of an Underlying Fund will ask the related LPAC to review and consent to certain transactions which present a conflict of interest for the GP. From time to time, such a transaction may involve another Carlyle affiliate as a party (e.g., as a buyer or seller vis-à-vis the Underlying Fund). In exercising its LPAC voting rights under such circumstances, Metropolitan representatives on the LPAC will vote in a manner that is in the best interests of its Advisory Clients or abstain from participating in the decision.

Possession of Material, Non-Public Information and other Trading Restrictions

The Adviser espouses a management philosophy of collaboration and information sharing among investment professionals to create a unified global network. The Adviser, its affiliates, and their professionals may come into contact with material, non-public information in connection with their dealings with the Adviser, Carlyle, CIM, AlpInvest, or their affiliates. The Adviser has established policies and procedures to prevent the abuse of material, non-public information, which include procedures for, among other things, the use and maintenance of restricted trading lists. Under no circumstances may a professional trade in a security while in possession of material, non-public information about that security for his or her own account, the accounts of certain family members, the account of an Advisory Client or any other account over which such person has investment discretion. The Adviser is subject to various information barriers to segregate the flow of material, non-public information between the various Carlyle business segments, and specifically in the case of Investment Solutions, to segregate the flow of non-public, commercially sensitive information.

In addition, the Adviser receives and generates various kinds of Underlying Fund and portfolio asset data and other information, including related to financial, industry, market, business operations, trends, budgets, developers, competitors and other metrics. This information may, in certain instances, include material, non-public information received or generated in connection with efforts on behalf of an Advisory Client's investment (or prospective investment) in an Underlying Fund or portfolio asset. As a result, the Adviser is better able to anticipate macroeconomic and other trends, and otherwise develop investment strategies. The Adviser from time to time uses information gathered from Underlying Funds and portfolio assets in a manner that may provide a material benefit to the Adviser, its affiliates, and/or certain other Advisory Clients without compensating or otherwise benefitting the Advisory Client from which such information was obtained. In addition, the Adviser may have an incentive to pursue investments based on the data and information expected to be received or generated. The Adviser will utilize such information to benefit the Adviser, its affiliates and/or certain Advisory Clients in a manner that may otherwise present a conflict of interest.

Capital Calls and Use of Subscription Lines

The general partner of an Advisory Client will from time to time fund an investment with proceeds from drawdowns under one or more revolving credit facilities (the collateral for which can be, for example, the undrawn capital commitments of investors) prior to calling capital commitments from investors. The interest expense and other costs of any such borrowings will be borne by the relevant Advisory Client and, accordingly, decrease net returns of such Advisory Client. It is expected that interest will accrue on any such outstanding borrowings at a rate lower than the preferred return, which will begin accruing when capital contributions to fund such investments, or repay borrowings used to fund such investments, are actually made to the relevant Advisory Client. In light of the foregoing, Metropolitan has an incentive to cause such vehicle to borrow in this manner in lieu of drawing down capital commitments. As a general matter, use of leverage in lieu of drawing down capital commitments amplifies returns (either negative or positive) to investors. Further, because an Advisory Client will bear the expense of borrowed funds, such borrowings can also increase the Carried Interest allocations made by such Advisory Client by decreasing the amount of distributions from the Advisory Client that are required to be made to its investors in satisfaction of any preferred return. Accordingly, there is a conflict of interest in deciding whether to borrow funds because the Adviser (or an affiliate) may receive disproportionate benefits from such borrowings.

In addition, the batching of capital calls may amplify the magnitude of potential defaults by investors as a result of there being fewer but larger capital calls. To the extent a subscription facility is due upon demand by a lender, such a demand may be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of liquidity constraints on investors and/or investors facing similar capital calls in multiple funds and being unable to satisfy all such demands simultaneously. Moreover, the existence of a subscription facility may impair an investor's ability to transfer its interest in an Advisory Client as a result of restrictions imposed on such transfers by the lender.

Conflicts Relating to Service Providers

The Adviser and its Advisory Clients will generally engage common legal counsel and other advisers in a particular transaction, including a transaction in which there may be conflicts of interest. Members of the law firms engaged to represent an Advisory Client may be investors in the Advisory Client, and from time to time also represent one or more Underlying Funds, underlying portfolio investments of or investors in an Advisory Client. In the event of a significant dispute or divergence of interest between Advisory Clients, the Adviser and/or its affiliates, the parties may engage separate counsel in the sole discretion of the Adviser and its affiliates, and in litigation and other circumstances separate representation may be required. Additionally, the Adviser may engage other common service providers for itself as well as one or more Advisory Clients. In such circumstances, there may be a conflict of interest between the Adviser and such Advisory Client in determining whether to engage such service providers, including the possibility that the Adviser may favor the engagement or continued engagement of such service providers if it receives a benefit from them (such as lower fees) that it would not receive absent the engagement of such service provider by such Advisory Client. Further, service providers to the Adviser and its affiliates and Advisory Clients often charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required, and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by the Advisory Clients and/or its portfolio companies, the Adviser and its affiliates will pay different rates and fees than those paid by an Advisory Clients.

Services required by an Advisory Client may for certain reasons, including efficiency considerations, be outsourced in whole or in part to third parties in the discretion of the Adviser in connection with the operation of the Advisory Client, and the Adviser will have an incentive to outsource such services at the expense of the Advisory Client in order to leverage the use of the Adviser's personnel. Such outsourced services may include, without limitation, information technology, licensed software, depositary, data processing, trading, settlement, client relations, administration, marketing material reviews, anti-money laundering/know-your customer and similar customer due diligence reviews, custodial, accounting, legal and tax support and other services. Outsourcing may not occur uniformly for all Advisory Clients and, accordingly, certain costs may be incurred by an Advisory Client through the use of third-party service providers that are not incurred for comparable services used by other Advisory Clients. The decision by the Adviser to initially perform particular services in-house for an Advisory Client will not preclude a later decision to outsource such services, or any additional services, in whole or in part to third parties. The costs, fees or expenses of any such third-party service providers will be an expense of the Advisory Client and borne by such Advisory Client in accordance with the terms of such Advisory Client's partnership agreement or its investment advisory agreement with the Adviser (as the case may be).

From time to time, Metropolitan will, in its discretion, select advisors and other service providers (including, without limitation, accountants, administrators, attorneys, banks, brokers or finders,

consultants, custodians, software or other technology vendors, valuation agents, and certain other advisors, agents, and vendors) to provide services for Advisory Clients. Such service providers may be (i) a related person of Metropolitan or Carlyle or (ii) an entity with which Metropolitan, Carlyle or their respective affiliates or personnel has an ownership interest or other relationship from which Metropolitan, Carlyle or their respective affiliates or personnel otherwise derive financial or other benefits (including portfolio companies of Carlyle). When making such a recommendation, Metropolitan may, because of these financial or other interests, have an incentive to recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost.

Because certain expenses are paid for by an Advisory Client or, if incurred by Metropolitan, are reimbursed by an Advisory Client, Metropolitan may have an incentive not to seek out the lowest cost options when incurring (or causing an Advisory Client to incur) such expenses. Metropolitan will seek to act in the best interests of its Advisory Clients when incurring expenses.

Other Potential Conflicts

The terms of a partnership agreement (or similar organizational documents) of an Advisory Client are often highly negotiated and customized for the Advisory Client or investors in a Fund. Accordingly, the terms of such agreements can vary significantly even though other or prior Advisory Clients may have substantially similar investment strategies. For example, an investor in an Advisory Client that commits significant capital may be offered preferential terms (including breaks on fees) compared to another investor in an Advisory Client that has committed a lesser amount. Such preferential terms are typically not offered to every investor in an Advisory Client.

The terms of a partnership agreement (or similar organizational documents) of a Fund or of an investment advisory agreement with an Advisory Client establish complex arrangements among the parties. Questions may arise from time to time under these agreements regarding the parties' rights and obligations in certain situations, many of which may not have been contemplated at the time of the agreements' drafting and execution. In these instances, the operative provisions of the agreements, if any, may be broad, general, ambiguous or conflicting, and may permit more than one reasonable interpretation. At times there may not be a provision directly applicable to the situation. While the Adviser will construe the relevant agreements in good faith and in a manner consistent with the legal obligations of the Adviser, the interpretations adopted may not be, and need not be, the interpretations that are the most favorable to the Fund or an Advisory Client.

The partnership agreements (or similar organizational documents) of certain Advisory Clients may permit the Adviser, or its affiliates, to lend money to the applicable Advisory Client, which the Adviser generally limits to advancing amounts to pay for expenses, or to cause one Fund to make an inter-Fund loan to another parallel Fund. Such lending arrangements create conflicts of interest between the Adviser or its affiliate acting as lender and the Advisory Client acting as borrower, or between the Advisory Client acting as lender and the other Advisory Client acting as borrower.

The partnership agreements (or similar organizational documents) of certain Advisory Clients may permit the Adviser or a Fund's general partner to withhold information from the Advisory Client or certain investors in a Fund under certain circumstances. For instance, information may be withheld from investors of a Fund that are subject to Freedom of Information Act or similar requirements. The Adviser or a Fund's general partner may elect to withhold certain information from such Advisory Client or investors in a Fund for reasons relating to the Adviser's public reputation or overall business strategy, despite the potential benefits to such Advisory Client or investors in a Fund of receiving such information.

Investors may be introduced to the Adviser or may be brought into an Advisory Client by a third party from which the Adviser or a related person receives services and to which the Adviser or a related person may make payments, including in connection with conferences sponsored or hosted by the third-party.

The Adviser will from time to time cause one or more Advisory Clients to purchase, and/or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the applicable Advisory Clients, the applicable general partner, the Adviser and/or their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties, against liability in connection with the activities of the Advisory Clients. This may include a portion of any premiums, fees, costs and expenses for one or more "umbrella" or other insurance policies maintained by the Adviser or Carlyle that cover one or more Advisory Clients and/or the Adviser (including their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties). The Adviser will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella" or other insurance policies among one or more Advisory Clients, and/or the Adviser on a fair and reasonable basis, and it may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in an Advisory Client bearing less (or more) premiums, fees, costs and expenses for insurance policies.

Carlyle maintains a one-way information barrier between Investment Solutions (which includes the Adviser), on the one hand, and the other business segments of Carlyle, on the other hand. The Investment Solutions information barrier restricts the flow of certain non-public, commercially sensitive information from Investment Solutions to the other Carlyle business segments, other than for certain regulatory, reporting and similar purposes. The Investment Solutions information barrier also operates to maintain investment management independence between the Adviser, operating as a part of Investment Solutions, and the other business segments of Carlyle. Consistent with the investment management independence of the Adviser, investment collaboration between the Adviser's personnel and other Carlyle personnel is generally subject to restrictions, including that no Carlyle personnel may serve on or participate in any investment committee or process in respect of the Adviser's Advisory Clients. In addressing the misuse of material, non-public information, Carlyle and the Adviser maintain a shared restricted trading list for their personnel and advisory clients, except that the Carlyle Global Credit segment maintains a separate restricted trading list for its advisory clients. In

addition, as part of the Investment Solutions business segment, the Adviser is subject to other information barriers established by Carlyle, such as the information barrier between Carlyle's Global Credit business segment, on the one hand, and Carlyle's other business segments (including Investment Solutions), on the other hand.

Where permitted under the specific legal and/or organizational documents of an Advisory Client, such Advisory Client may invest in entities or assets in which other advisory clients of CIM or other Carlyle-affiliated investment advisers (*e.g.*, pooled investment vehicles and managed accounts) have or are concurrently making a separate investment and, likewise, advisory clients of CIM or other Carlyle-affiliated investment advisers may invest in entities or assets in which an Advisory Client has an existing investment or is concurrently making an investment in either the same or different tiers of a investment's capital structure. In such situations, such Advisory Client and other Carlyle entities may have conflicting interests (*e.g.*, over the terms of their respective investments). In distressed situations, these interests may be in conflict over such matters as whether to put an issuer into default, whether to grant covenants or waivers, or whether to pursue litigation. In a bankruptcy proceeding, an Advisory Client's interests may be subject to enhanced scrutiny, subordinated or otherwise adversely affected by virtue of the involvement and actions of an affiliate of Carlyle relating to the company involved in the bankruptcy proceeding.

From time to time, certain Advisory Clients are expected to provide capital to, or otherwise co-invest alongside, certain Underlying Funds or other accounts or investments managed or advised by third-party sponsors. The strategies of such sponsors have historically overlapped with the investment strategies of the advisory clients managed by other Carlyle-affiliates, such as CIM. It is therefore likely that the Adviser will create additional competition in the market or independently consider the same investment opportunities as such Carlyle advisory clients, and thereby, on any given occasion, compete directly or indirectly with Carlyle for the same or similar investment opportunities. For example, the Adviser may seek to co-invest alongside a GP that is actively bidding on an asset in competition with one or more CIM advisory clients. If CIM secures the investment for its advisory clients, the Adviser's Advisory Clients generally will not be able to participate in the transaction.

In addition, the Adviser may cause an Advisory Client to (or recommend that an Advisory Client) hold, if permitted under its investment restrictions, interests in one or more Carlyle funds or co-investment opportunities offered by Carlyle. Given the relationship between the Adviser and Carlyle, the Adviser may be incentivized to invest in (i) Carlyle-sponsored Underlying Funds or investments, as opposed to Underlying Funds or investments sponsored or managed by potential competitors of Carlyle or (ii) certain Carlyle-sponsored funds or investments over other Carlyle-sponsored funds or investments, including where such funds or investments have differing levels of fees or have different relative capital needs. Any such investment by an Advisory Client is expected to be made on arm's-length terms (or otherwise consented to or approved by the relevant Fund investors), subject in any case to the Investment Solutions information barrier and the confidentiality restrictions arising from particular fund or vehicle agreements, as well as the Adviser's applicable fiduciary duties to the Advisory Client.

Further, transactions involving the purchase (or sale) of securities by an Advisory Client from (or to) an affiliate of Carlyle may constitute a cross-trade or a principal transaction in certain circumstances. Accordingly, prior to any potential cross-trade or principal transaction involving an Advisory Client, the Adviser will determine whether or not the trade would constitute a cross-trade or principal transaction, and if so, that all required notice and consent requirements have been satisfied.

With respect to direct property co-investments, Advisory Clients generally make non-controlling investments in entities that will own a specified property or portfolio of properties or real estate-related securities; however, an Advisory Client may also acquire a controlling interest in such entities in certain circumstances, as determined by the Adviser. Certain Carlyle affiliates manage other private investment funds ("Carlyle Real Estate Funds") that also seek to make controlling investments in such entities. The Adviser may decline to pursue a controlling co-investment opportunity for an Advisory Client that is ultimately made by a Carlyle Real Estate Fund.

In addition, it is generally expected that the Adviser or the general partner of an Advisory Client will not lead the negotiations of the terms of the purchase of any co-investment opportunity and will not have any determination over the material terms of such acquisition, whereas the general partner of a Carlyle Real Estate Fund which makes such investments is generally expected to lead such negotiations and determine the material terms of any such acquisition.

In the event that the Adviser seeks to pursue a co-investment opportunity for an Advisory Client where the Adviser or the applicable general partner expects to lead the negotiations and/or determine the material terms of the acquisition, the Adviser will notify Carlyle's conflicts committee prior to committing to such opportunity, which will determine if the Advisory Client or a Carlyle Real Estate Fund can proceed with such opportunity.

Item 12. Brokerage Practices

As the Adviser's Advisory Clients primarily invest in private real estate funds and their real estate portfolio investments, the Adviser anticipates that any investment in publicly traded securities would be an extraordinarily rare occurrence. However, to meet its fiduciary duties to its Advisory Clients, the Adviser has adopted written policies to address issues that might arise with respect to purchasing, holding, and selling publicly traded securities, including seeking "best execution" for the transaction, taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer.

Item 13. Review of Accounts

The investment portfolios of Advisory Clients are generally private, illiquid and long-term in nature, and accordingly, the Advisor's review of them is not directed toward a short-term decision to dispose of securities. However, the Adviser closely monitors its Advisory Clients' investments. The holdings in each Advisory Client portfolio are monitored by the Adviser's investment professionals. In addition, the activity of each Advisory Client and its Underlying Fund investments and direct investments is monitored and reviewed periodically during the life of each investment.

Significant market events affecting the prices of one or more securities in each Advisory Client's accounts or the real estate markets in which the Underlying Funds are invested may trigger reviews of Advisory Clients' accounts on other than a periodic basis.

Advisory Clients and investors in a Fund typically receive quarterly financial reports and audited annual reports. Any other reports to Advisory Clients or Fund investors are based on the terms of the applicable partnership agreement (or similar organizational documents) of the applicable Advisory Client.

Item 14. Client Referrals and Other Compensation

The Adviser and its affiliates will, from time to time, enter into cash compensation arrangements with affiliated or unaffiliated placement agents or third parties for introducing investors to the Adviser and/or its Advisory Clients (*e.g.*, TCG Securities). To the extent applicable, all such agreements are, or with respect to future agreements will be, made in accordance with Rule 206(4)-3 under the Advisers Act. Any sales charge associated therewith will ultimately be borne by the Adviser or its affiliates, either directly or through an offset of the Management Fee payable by the relevant Advisory Client. In accordance with the Adviser's policies, no Advisory Client or Fund investor may bear any portion of any fee paid to any third-party solicitor with respect to such investment (whether in the form of higher Management Fees or other types of fees) without the prior disclosure to the investor, except to the extent such fees are paid to locally licensed intermediaries, representatives or distributors that an Advisory Client is legally required to engage in order to offer interests in such Advisory Client in particular jurisdictions.

Item 15. Custody

The Adviser uses unaffiliated, qualified, third-party custodians to hold the cash and securities of Advisory Clients in a manner that it believes complies with current regulatory requirements, including SEC Staff guidance. For example, these qualified custodians maintain the client assets in a manner that segregates them from assets for other clients of the custodian.

Metropolitan will not have physical custody of any Advisory Client assets (other than certain privately offered securities to the extent permitted by the Advisers Act and SEC Staff guidance). Nevertheless, the Adviser will generally be deemed to have “custody” (for purposes of the Advisers Act) of the assets of the Funds and Managed Accounts structured as “funds-of-one” as a result of its position as an affiliate of the general partner of each such Fund and Managed Account. The Adviser relies on an exception available to “pooled investment vehicles” from the reporting and surprise audit obligations imposed by the SEC’s custody rule by causing financial statements of the applicable Advisory Client to be audited annually by a recognized independent auditor registered with and subject to regular inspection by the Public Company Accounting Oversight Board. The audited financial statements are distributed to the respective investors in an Advisory Client, typically within 180 days (or sooner if required) after the Advisory Client’s fiscal year end.

In addition, in connection with the final liquidation of an Advisory Client, the Adviser will obtain a final audit and distribute the audited financial statements to such Advisory Client’s investors promptly after completion of the audit.

Item 16. Investment Discretion

Typically, investment advice is provided directly to Advisory Clients and not individually to the investors in any Funds or Managed Accounts. Services are provided to Advisory Clients in accordance with the applicable investment advisory agreement and/or partnership agreement (or analogous organizational documents) for an Advisory Client. Investment restrictions for Advisory Clients are generally established in the applicable investment advisory agreement and/or partnership agreement (or analogous organizational documents).

In the case of a Fund or a Managed Account structured as a “fund-of-one,” an affiliate of the Adviser will typically act as the general partner of such Fund or Managed Account (as applicable) and will typically (but not always in the case of Managed Accounts) accept discretionary investment authority for such Fund or Managed Account (as applicable). The Adviser, in turn, is retained as investment adviser in order to provide advice with respect to the Fund’s or Managed Account’s investments. Generally, this discretion is subject only to the investment guidelines set forth in the partnership agreement (or similar organizational documents) of the Fund or Managed Account (as applicable), which generally expressly provide that the general partner has the authority to make all decisions concerning the investigation, evaluation, selection, negotiation, structuring, commitment to, monitoring of and disposition of investments. The Adviser will, from time to time, provide certain investors in a Fund or an investor in a Managed Account with a veto or opt-out right in respect of certain investments, as set forth in the Fund’s limited partnership agreement, a Fund investor’s side letter agreement or a Managed Account mandate, as the case may be. Due to the exercise of such opt-out or veto rights, there may be circumstances when investment actions made on behalf of certain discretionary Advisory Clients will differ from the investment recommendations provided to other discretionary Advisory Clients.

Additionally, due to differing objectives, differing constraints, and/or differing investment opportunities available to discretionary and non-discretionary Advisory Clients, there may be circumstances when investment actions made on behalf of discretionary Advisory Clients differ from the investment recommendations provided to non-discretionary Advisory Clients.

As discussed in Item 4, the Adviser may also provide non-discretionary advisory services.

Item 17. Voting Client Securities

The Adviser has established written policies and procedures setting forth the principles and procedures by which the Adviser votes or gives consent with respect to securities owned by Advisory Clients for which the Adviser exercises voting authority and discretion. Most often, such voting authority is exercised in the context of providing investor consents or waivers requested by general partners to take an action (or refrain from taking an action) that is prohibited (or required) under the limited partnership agreement of an Underlying Fund (or related side letters), such as amending an Underlying Fund's limited partnership agreement. The guiding principle by which the Adviser exercises its voting authority on behalf of Advisory Clients is to vote in the best interests of such Advisory Client by taking into account the relevant Advisory Client's investment horizon, the contractual obligations under the relevant advisory agreements or comparable documents, and all other relevant facts and circumstances at the time of the vote.

The Adviser reserves the right to abstain on any particular vote or otherwise withhold its vote or consent on any matter if, in the judgment of the Adviser, the costs associated with exercising a vote outweigh the benefits to the relevant Advisory Client or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of the relevant Advisory Client.

The Adviser monitors all voting requests for any conflicts of interest, regardless of whether they are actual or perceived, including whether the Adviser or any investment professional or other person recommending how to vote and/or the Adviser's affiliates and their clients have an interest in how the vote is exercised that may present a conflict of interest.

Investors may obtain information regarding proxy voting, including the Adviser's policies and procedures, by writing to Metropolitan Real Estate Equity Management, 299 Park Avenue, 35th Floor, New York, New York 10171, Attn: Investor Relations.

Item 18. Financial Information

Registered investment advisers are required to provide certain financial information or disclosures about their financial condition. At this time, the Adviser is not aware of any financial condition that could impair its ability to meet its contractual obligations to any Advisory Client. The Adviser has not been the subject of any bankruptcy petitions, including in the past 10 years.

Additional financial information is also available in current public filings with the SEC for The Carlyle Group L.P. (see ir.carlyle.com).