

**Item 1. Cover Page**

**THL Managers VI, LLC  
THL Managers V, LLC**

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**617-227-1050**

**[www.thl.com](http://www.thl.com)**

Part 2A of Form ADV: Firm Brochure  
March 28, 2014

**This brochure provides information about the qualifications and business practices of THL Managers VI, LLC and THL Managers V, LLC. If you have any questions about the contents of this brochure, please contact us at 617-227-1050. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.**

**Additional information about THL Managers VI, LLC and THL Managers V, LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). An investment adviser’s registration with the SEC does not imply a certain level of skill or training.**

## **Item 2. Material Changes**

This Brochure, dated March 28, 2014, serves as an update to the Adviser's Brochure dated April 1, 2013 (the "Prior Brochure"). This Brochure contains routine annual updates to the Prior Brochure, as well as certain other updates, including those regarding payments of fees and expenses by advisory clients and portfolio companies, investment strategies and risks, and conflicts of interest.

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#### **Item 4. Advisory Business**

For purposes of this brochure, the “Adviser” means THL Managers VI, LLC, a Delaware limited liability company, and THL Managers V, LLC, a Delaware limited liability company, together (where the context permits) with their affiliates that provide advisory services to and/or receive advisory fees from the Clients (as defined below). Such affiliates may or may not be under common control with THL Managers VI, LLC and/or THL Managers V, LLC, but possess a substantial identity of personnel and/or equity owners with THL Managers VI, LLC and/or THL Managers V, LLC. These affiliates may be formed for tax, regulatory or other purposes in connection with the organization of a Client, or may serve as general partner of a Client.

The Adviser provides investment supervisory services to investment vehicles (collectively, the “Clients”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”), and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”). In addition, the Adviser may also provide investment advisory services to entities that act as feeder vehicles into certain Clients, and to investment vehicles specially formed in order to meet tax, regulatory or other requirements through which investors may invest in substantially the same portfolio as the applicable Clients.

The Clients make primarily long-term private equity and equity-related investments, as well as investments in debt instruments. In accordance with the Clients’ respective investment objectives, investments may be made in companies doing business in a wide range of industries and sectors.

The Adviser provides investment supervisory services to each Client in accordance with a separate management agreement with such Client (each, an “Advisory Agreement”), the limited partnership agreement (or analogous organizational document) of such Client, and/or side letters entered into with certain investors in a Client (collectively with the Advisory Agreement and organizational document, the “Governing Documents”). The Adviser’s advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of the Clients, managing and monitoring the performance of such investments and disposing of such investments.

Investment advice is provided directly to the Clients and not individually to the investors in the Clients. Services are provided to each Client in accordance with its Governing Documents. Investment restrictions for a Client, if any, are generally established in its Governing Documents.

The principal owners of each of THL Managers VI, LLC and THL Managers V, LLC are (i) managing directors of Thomas H. Lee Partners, L.P. and (ii) Great-West Lifeco Inc. (through affiliated entities).

The Adviser, including its predecessors, has been in business since 1974. Measured as of December 31, 2013, the Adviser manages a total of \$10,412,869,780 of Client assets, all of which is managed on a discretionary basis.

## **Item 5. Fees and Compensation**

As compensation for investment supervisory services rendered to the Clients, the Adviser receives from each investor of each Client an advisory fee (each, an “Advisory Fee”). Advisory fees paid by a Client are indirectly borne by investors in such Client.

In addition, the Adviser may perform management, advisory, transaction-related, financial advisory and other services (“Related Services”) for, and receive fees from, actual or prospective portfolio companies or other investment vehicles of the Clients, including fees in connection with mergers, acquisitions, add-on acquisitions, refinancings, and other transactions (“Transaction Fees”). Generally, under the terms of the applicable Governing Documents, these Transaction Fees are net of out-of-pocket costs and expenses incurred by the Adviser in connection with consummated or unconsummated transactions or in connection with generating such fees. These Transaction Fees may be substantial and may be paid in cash, in securities of the portfolio companies or investment vehicles (or rights thereto) or otherwise. Although these fees are in addition to the Advisory Fees, the Adviser will generally reduce the amount of Advisory Fees paid by the applicable Client’s investors in connection with the receipt of such fees. The amount and manner of such reduction is set forth in the Governing Documents of the applicable Client. There are also certain circumstances (such as the occurrence of an initial public offering or strategic exit) which may accelerate the payment of such fees. Additionally, a portfolio company may reimburse the Adviser for expenses (including without limitation travel expenses, which may include expenses for chartered or first class travel) incurred by the Adviser in connection with its performance of services for such portfolio company; such reimbursed expenses are generally not included in the definition of “Transaction Fees” under the terms of the applicable Governing Documents, and such reimbursements are not subject to the sharing arrangements described above. For a discussion of material conflicts of interest created by the receipt of such fees, please see Item 11 below.

The Adviser, its affiliates, and portfolio companies of Clients may also engage advisors, consultants, and other similar professionals who may, from time to time, receive payments from, or allocations with respect to, portfolio companies and/or other entities. In such circumstances, such amounts will not be deemed paid to or received by the Adviser and its affiliates and such amounts will not be subject to the Advisory Fee offset arrangements described above.

The precise amount of, and the manner and calculation of, the Advisory Fees for each Client’s investors are established by the Adviser, as modified by negotiations with investors in such Client, and are set forth in such Client’s Governing Documents and/or other documentation received by each investor prior to investment in such Client. The Advisory Fees and other fees and distributions described above are generally subject to waiver or reduction by the Adviser in its sole discretion, both voluntarily and on a negotiated basis with selected investors. The fee structures described above may be modified from time to time. Fees may differ from one Client to another, as well as among investors in the same Client.

The Advisory Fees paid by a Client’s investors will generally be reduced by the amount of fees paid by such Client in connection with the organization of such Client that exceed a limit specified in such Client’s Governing Documents. In addition, the Adviser may waive or reduce all or a portion of the Advisory Fee paid by a Client’s investors.

Advisory Fees are generally paid on a semiannual basis a few days after the commencement of the applicable semiannual period. Upon termination of an Advisory Agreement, Advisory Fees that have been prepaid may be returned.

To the extent provided in the Governing Documents governing the relationship with a Client, the Adviser will pay certain operating expenses, including office space, supplies and other facilities of its business and salaries, employee benefits, fees and expenses of employees (exclusive of consultants, outside counsel, investment bankers, accountants, brokers, finders, and similar outside advisors, and other than Carried Interest to the extent described in Item 6 below), relating to the services and facilities provided by the Adviser to the Clients. Generally, except as otherwise set forth in the applicable Governing Documents, each Client will bear all other costs, fees and expenses incurred in furtherance of the business of the Client, including but not limited to legal, accounting, investment banking, consulting, research, fees paid to third party valuation agents, custody, advisory board, insurance, taxes, certain brokerage and finders' fees, such Client's allocable share of expenses and fees generated in the course of evaluating potential investments, including investments which are not consummated, such Client's allocable share of expenses and fees incurred in the course of making investments, and other similar fees and expenses, as well as any other fees or expenses incurred by the Adviser or such Client in connection with such Client's operations that are not specifically identified in the Governing Documents as being paid by the Adviser.

Additionally, please see Item 6 below regarding "Carried Interest" that Clients may pay.

When a broker is used in connection with an investment by a Client, such Client may incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

## **Item 6. Performance-Based Fees and Side-By-Side Management**

A portion of the profits of each Client is distributed to the Adviser as "carried interest" ("Carried Interest").

The payment of Carried Interest by some, but not all, Clients may create an incentive for the Adviser to disproportionately allocate time, services or functions to Clients paying Carried Interest, or allocate investment opportunities to such Clients. Generally, and except as may be otherwise set forth in the Governing Documents of the Clients, this conflict is mitigated by (i) certain limitations on the ability of the Adviser to establish new investment funds; (ii) contractual provisions requiring certain Clients to purchase and sell investments contemporaneously with other Clients; and/or (iii) contractual provisions and procedures setting forth investment allocation requirements.

## **Item 7. Types of Clients**

The Adviser currently provides investment supervisory services to the Clients. Investment advice is provided directly to the Clients and not individually to investors in any Client.

Interests in the Clients are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Investors in the Clients are generally "qualified purchasers" as

defined in the 1940 Act, and may include, among others, high net worth individuals, banks, thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, university endowments, corporations, limited partnerships and limited liability companies or other entities.

The Adviser does not have a minimum size for a Client, but minimum investment commitments may be established for Client investors. The Adviser may in its sole discretion permit investments below the minimum amounts set forth in the Governing Documents or offering documents of a Client.

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

### **Methods of Analysis and Investment Strategies**

The Adviser seeks to identify and acquire growth-oriented businesses, headquartered primarily in North America, in three core sectors: Business & Financial Services, Consumer & Healthcare, and Media & Information Services. The Adviser's team of investment professionals and in-house operating executives partner with portfolio company management to identify and implement organizational, operational and strategic improvements and to accelerate sustainable revenue and profit growth, both organically and through acquisitions.

#### **Growth Companies**

The Adviser focuses on businesses with strong free cash flow conversion that utilize capital efficiently and that it believes will generate attractive returns on invested capital.

#### **Three Primary Sectors of Focus**

The Adviser focuses its investment activity in primarily three core sectors: Business & Financial Services, Consumer & Healthcare, and Media & Information Services. The Adviser has accumulated deep industry knowledge over decades in these three sectors, which tend to include companies that the Adviser believes exhibit attractive secular growth and free cash flow characteristics.

#### **North American Focus**

The Adviser invests in companies headquartered primarily in North America, where the Adviser has deep local knowledge and seeks to leverage the strength of its relationships and networks in the region. The Adviser believes that North America's large, growing market remains one of the most attractive for private equity investing, with interesting secular growth opportunities, particularly in its sectors of focus. North American capital markets are large and liquid, which the Adviser believes facilitate financings for transactions and realizations of investments. Further, many North American companies boast exceptional management talent and consistently demonstrate leadership in innovation. Many of the North American companies in which Clients invest also operate globally. Additionally, international expansion is frequently an important component of the value creation plan for Clients. The Adviser believes that expanding geographically from a North American base can provide access to attractive global growth with lower risk than investing directly in international markets.

## **Portfolio Construction**

The Adviser's industry exposure may change from Client to Client, reflecting the prevailing market conditions and opportunities at the time that each Client's capital is deployed. In constructing a diversified portfolio, the Adviser focuses on the absolute size of an investment, number of investments, investment pacing, industry concentration and interrelationships among existing portfolio companies. This emphasis on portfolio construction is designed to yield a well-balanced and diversified collection of portfolio company investments. As a result, a Client's composition provides exposure to a variety of industries, which tends to offer sector rotation over the life of the Client's investment horizon.

## **Risks**

Investing in securities involves a substantial degree of risk. A Client may lose all or a substantial portion of its investments, and investors in the Clients must be prepared to bear the risk of a complete loss of their investments.

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 the Clients, include the following:

*Highly Competitive Market for Investments.* The business of identifying and structuring transactions of the nature contemplated by the Adviser is highly competitive and involves a high degree of uncertainty. The Clients will be competing for investments with other private equity investment vehicles as well as other institutional investors. The size and number of private equity investment vehicles has grown dramatically in recent years, and it is likely that these trends will continue in the future. There can be no assurance that the Adviser will be able to locate suitable investment opportunities, acquire them for an appropriate level of consideration, achieve its targeted rate of return, or fully invest its committed capital.

*Nature of Investments.* The Clients' investments are expected to include portfolio companies with significant leverage in their capital structures. While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk.

Although the Adviser will seek to use leverage in a manner it believes is appropriate under the circumstances, the leveraged capital structure of such portfolio companies will increase the exposure of such portfolio companies to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the portfolio company or its industry, which may impair such portfolio companies' ability to finance their future operations and capital needs and result in restrictive financial and operating covenants. As a result, such portfolio companies' flexibility to respond to changing business and economic conditions may be limited. If for any of these reasons a portfolio company is unable to generate sufficient cash flow to meet principal and/or interest payments on its indebtedness or make regular dividend payments, the value of a Client's investment in such portfolio company could be significantly reduced or even eliminated. Moreover, the Clients may invest in securities that are not protected by financial covenants or limitations on additional indebtedness.



*Projections.* The Adviser may rely upon projections, forecasts or estimates developed by the Adviser or a portfolio company concerning the portfolio company's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Adviser's control. Actual events may differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates and domestic and foreign business, market, financial or legal conditions, among others. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results will not be materially lower than those estimated therein.

*Failure to Achieve Investment Objective.* There can be no assurance that the Adviser will be able to achieve a Client's targeted returns or investment objectives. Any given investment may prove to be worthless. Investors in Clients should be able to absorb a loss of some or all of the capital invested in the Clients.

*Illiquid and Long-Term Investments.* Although portfolio investments may generate current income, the return of capital and the realization of gains, if any, from a portfolio investment generally will most likely occur only upon the partial or complete disposition of such portfolio investment. While a portfolio investment may be sold at any time, it is generally expected that the disposition of most of the Clients' portfolio investments will not occur for a number of years after such portfolio investments are made. It is unlikely that there will be a public market for the securities held by the Clients at the time of their acquisition. The Clients will not be able to sell their securities publicly unless their sale is registered under applicable securities laws, or unless an exemption from such registration requirements is available. In addition, in some cases the Clients may be prohibited by contract from selling certain securities for a period of time.

*Portfolio Company Management Risks.* With respect to management at the portfolio company level, many portfolio companies may rely on the services of a limited number of key individuals, the loss of any one of whom could significantly adversely affect the portfolio company's performance. Although the Adviser expects to monitor the management of each portfolio company, management of each portfolio company will have day-to-day responsibility with respect to the business of such portfolio company.

*Concentration of Investments.* The Clients will participate in a limited number of investments and, as a consequence, the aggregate return of the Clients could be materially and adversely affected by the performance of a single portfolio investment. Furthermore, the amount of capital raised at each Client will influence the number of portfolio investments which the Client may make and the overall diversification of the Client's portfolio. Because a Client has the ability to invest a significant amount of its assets in a single portfolio investment and an unlimited amount of its assets in a single industry, the overall adverse impact on a Client of adverse movements in the value of the securities of a single issuer will be considerably greater than if such Client was not permitted to concentrate its investments to such an extent.

*Disposition of Private Investments.* Many of the Clients' investments will involve private securities. In connection with the disposition of an investment in private securities, the Clients may be required to make representations about the business and financial affairs of the portfolio companies typical of those made in connection with the sale of a business. The Clients also may

be required to indemnify the purchasers of such investments to the extent that any such representations turn out to be inaccurate. These arrangements may result in the incurrence of contingent liabilities that may ultimately yield funding obligations that must be satisfied by the investors to the extent of distributions made to such investors.

*Control Position.* The Clients will generally seek investment opportunities that allow the Clients to acquire control or exercise influence over management and the strategic direction of portfolio companies in which they invest. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise management and other types of liability in which the limited liability generally characteristic of business operations may be ignored. The exercise of control over a portfolio company could expose the assets of a Client to claims by such portfolio company, its security holders and its creditors. While the Adviser intends to manage the Clients in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

*Reliance on Key Personnel.* The success of the Clients depends in substantial part upon the skill and expertise of the Adviser's partners and others providing investment advice with respect to the Clients. There can be no assurance that these key investment professionals will continue to be associated with the Adviser throughout the life of any Client. The loss of key personnel could have a material adverse effect on the Clients.

*Board Participation.* The Clients may be represented on the boards of directors of certain of their portfolio companies or may have their representatives serve as observers to such boards of directors. Although such positions in certain circumstances may be important to a Client's investment strategy and may enhance the Adviser's ability to manage the portfolio investments, they may also have the effect of impairing the Adviser's ability to sell the related securities when, and upon the terms, it may otherwise desire, and may subject the Adviser and the Clients to claims they would not otherwise be subject to as investors, including claims of breach of duty of loyalty, securities claims and other director related claims. In general, the Governing Documents of the Clients provide that the Clients will indemnify the Adviser from such claims.

*Regulatory Risks.* The industries within which the Adviser intends to invest may be subject to additional regulatory risks compared to other industries. More generally, regulatory changes may occur at any time and with respect to any industry and any such changes could adversely affect the Adviser's ability to achieve a Client's investment objectives.

*FCC Attribution Risk.* The Federal Communications Commission ("FCC") has promulgated a number of rules that restrict the ability of an entity to hold multiple or cross-interests in various communications companies. These rules affect investments in areas such as television and radio broadcasting, wireless cable, local multipoint distribution service, local exchange service, cable television, newspapers, as well as wireless and mobile communications services (such as PCS and cellular). The Clients may invest in these areas. The Clients' Governing Documents will generally contain provisions designed to ensure, to the extent possible, that investors are not deemed to hold an "attributable ownership interest" in any portfolio company subject to the FCC rules and regulations that determine the attributable status of limited partners based upon compliance with FCC criteria designed to insulate limited partners from any material involvement, direct or indirect, in the management or operation of the media or common carrier

activities of the Clients. Such provisions will generally preclude the investors from engaging in any activities with respect to the Clients or any such portfolio company that would be deemed inconsistent with such FCC rules, regulations and policies regarding the “insulation” of investors.

*Non-U.S. Investments.* The Clients may invest globally, including in portfolio companies located in emerging markets. Foreign securities involve certain risks not typically associated with investing in U.S. securities, including risks relating to (a) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar and the various foreign currencies in which a Client’s foreign investments may be denominated, and costs associated with conversion of investment principal and income from one currency into another; (b) differences between the U.S. and foreign securities markets, including potential price volatility in and relative illiquidity of some foreign securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation; (c) certain economic and political risks, including potential exchange control regulations and restrictions on foreign investment and repatriation of capital, the risks of political, economic or social instability and the possibility of expropriation or confiscatory taxation; and (d) the possible imposition of foreign taxes on income and gains recognized with respect to such securities. Anti-fraud and anti-insider trading legislation in these countries may be rudimentary. There may be no prohibitions or restrictions on the ability of management to terminate existing business operations, sell or otherwise dispose of a portfolio company’s assets, or otherwise materially affect the value of the company without the consent of the company’s shareholders. Anti-dilution protection also may be very limited. In these countries, the concept of fiduciary duty on the part of the management or directors of companies to shareholders may be limited. The legal systems in these countries may offer no effective means for the Clients to seek to enforce their rights or otherwise seek legal redress or to seek to enforce foreign legal judgments.

*Financial Market Fluctuations.* General fluctuations in the market prices of securities and economic conditions generally, particularly of the type experienced since 2008, may reduce the availability of attractive investment opportunities for the Clients and may affect the Adviser’s ability to make investments and the value of the investments held by the Clients. Instability in the securities markets and economic conditions generally may also increase the risks inherent in the Adviser’s investments. Moreover, it remains unknown whether governmental measures undertaken in response to the market turmoil that began in 2008 (whether such measures are regulatory or financial in nature) will ultimately have a positive or negative effect on market conditions. There can be no assurance that the market will, in the future, become more or remain liquid. The ability to realize investments depends not only on portfolio companies and their historical results and prospects, but also on political, market and economic conditions at the time of such realizations. In the past, many private equity funds have looked to the public securities markets as a potential exit strategy and there can be no assurance that Clients will be able to exit from their investments in portfolio companies by listing their shares on securities exchanges. The trading market, if any, for the securities of any portfolio company may not be sufficiently liquid to enable Clients to sell these securities when the Adviser believes it is most advantageous to do so, or without adversely affecting the stock price. Renewed volatility in the financial sector may have an adverse material effect on the ability of Clients to buy, sell and partially dispose of its portfolio company investments. Clients may be adversely affected to the extent that they seek to dispose of any of their portfolio investments into an illiquid or volatile market, and Clients may find themselves unable to dispose of investments at prices that the Adviser believes reflect the

fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted. The ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high yield debt market or otherwise. Clients' portfolio companies may depend on the availability of capital financed from third parties and, to the extent such capital is not available, those portfolio companies that rely on such capital may be adversely impacted in a manner that they would not have been had they been able to access such capital.

*Valuation of Assets.* Because the Clients will be investing in private companies, there generally will not be an actively traded market for most of the securities owned by the Clients. When estimating fair value, the Adviser will apply a methodology based on its best judgment that is appropriate in light of the nature, facts and circumstance of the investments. Valuations are subject to multiple levels of review for approval and ensuring that portfolio investments are fairly valued is an important focus of the Adviser. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities may ultimately be sold. Third-party pricing information may at times not be available regarding certain of a Client's assets.

#### **Item 9. Disciplinary Information**

Item 9 is not applicable to the Adviser.

#### **Item 10. Other Financial Industry Activities and Affiliations**

The Adviser currently has no relationships or arrangements with related persons that are material to the advisory business of the Adviser.

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

##### **Code of Ethics**

The Adviser has adopted a written Code of Ethics that is applicable to all of its members, officers and employees, as well as certain independent contractors (collectively, "Adviser Personnel"). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 (as amended, the "Advisers Act"), establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations. Under the Code of Ethics, Adviser Personnel are also required to file certain periodic reports with the Adviser's Chief Compliance Officer ("CCO") as required by Rule 204A-1 under the Advisers Act. The Code of Ethics helps the Adviser detect and prevent potential conflicts of interest.

Adviser Personnel who violate the Code of Ethics may be subject to remedial actions, including, but not limited to, profit disgorgement, fines, censure, demotion, suspension or dismissal. Adviser Personnel are also required to promptly report any violation of the Code of Ethics of

which they become aware. Adviser Personnel are required to annually certify compliance with the Code of Ethics.

A copy of the Code of Ethics is available to any Client or prospective Client upon written request to the CCO at CCO@THL.com.

### **Participation or Interest in Client Transactions**

The Adviser may, from time to time, establish certain investment vehicles through which certain employees of the Adviser or its affiliates, certain business associates or other persons or entities may invest alongside one or more Clients in one or more investment opportunities (collectively, the “Associates Co-Investment Vehicles”). Associates Co-Investment Vehicles generally are contractually required, as a condition of investment, to exit their investments in each investment opportunity at substantially the same time and on substantially the same terms as the applicable Client that is invested in that investment opportunity. Associates Co-investment Vehicles do not pay Advisory Fees or Carried Interest. Further, certain employees of the Adviser may invest in the Clients through the Adviser, and do not pay Advisory Fees or Carried Interest in respect of such investments. 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 its related entities engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to Clients and portfolio companies. In the ordinary course of conducting the Adviser’s activities, the interests of a Client may conflict with the interests of the Adviser, other Clients or their respective affiliates. Certain of these conflicts of interest, as well a description of how the Adviser addresses such conflicts of interest, can be found below.

#### *Resolution of Conflicts*

In the case of all conflicts of interest, the Adviser’s determination as to which factors are relevant, and the resolution of such conflicts, will be made using the Adviser’s best judgment, but in its sole discretion. In resolving conflicts, the Adviser may consider various factors, including the interests of the applicable Clients with respect to the immediate issue and/or with respect to their longer term courses of dealing. Certain procedures for resolving specific conflicts of interest are set forth below. When conflicts arise, the following factors may mitigate, but will not eliminate, conflicts of interest:

- (1) A Client will not make an investment unless the Adviser believes that such investment is an appropriate investment considered solely from the viewpoint of such Client;
- (2) Many important conflicts of interest will generally be resolved by set procedures, restrictions or other provisions contained in the relevant offering documents and/or Governing Documents for the Clients;

- (3) Generally, each Client has established an advisory committee, consisting of representatives of Client investors not affiliated with the Adviser. The advisory committees meet as required to consult with the Adviser to discuss various matters, including potential conflicts of interest that may arise. On any issue involving actual conflicts of interest, the Adviser will be guided by its good faith discretion;
- (4) When the Adviser deems appropriate, unaffiliated third parties may be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price;
- (5) Providing disclosure to investors in a Client regarding significant potential conflicts of interest arising from the proposed activities of the Client; and
- (6) The Adviser and certain of its affiliates have adopted written policies establishing information “walls” designed to limit communication between affiliates investing in other investment strategies. These policies restrict the transfer of confidential information between these affiliates, subject to certain exceptions provided in the policies. These policies also establish procedures for communications among employees of different affiliates to guard against unlawful and inappropriate disclosure of material, nonpublic information.

### *Conflicts*

The material conflicts of interest encountered by a Client include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by a Client. Other conflicts may be disclosed throughout this brochure and the brochure should be read in its entirety for other conflicts.

### *Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities*

In connection with its investment activities, the Adviser may encounter situations in which it must determine how to allocate investment opportunities among various Clients and other persons, which may include, but are not limited to, the following:

- The Clients;
- Associates Co-Investment Vehicles;
- Individuals and entities that are also investors in one or more Clients or other Clients affiliated with the Adviser (“Adviser Investors”) and/or individuals and entities that are not investors in any Clients or affiliated Clients (“Third Parties”); and
- Adviser Investors and/or Third Parties acting as “co-sponsors” with the Adviser with respect to a particular transaction.

The Adviser has adopted written policies and procedures relating to the allocation of investment opportunities, and will make allocation determinations consistently therewith.

The Clients are generally subject to investment allocation requirements (collectively, “Investment Allocation Requirements”), which will also apply directly or indirectly to certain Associates Co-Investment Vehicles. Investment Allocation Requirements may be set forth in a Governing Document, an offering document or in other contracts. To the extent the Investment Allocation Requirements of the Clients do not include specific allocation procedures and/or allow the Adviser discretion in making allocation decisions among the Clients, the Adviser will follow the process set forth below.

The Adviser must first determine which Clients will participate in an investment opportunity.

The Adviser assesses whether an investment opportunity is appropriate for a particular Client, based on the Client’s investment objectives, strategies and structure. A Client’s investment objectives, strategies and structure typically are reflected in the Client’s offering documents and Governing Documents. Prior to making any allocation to a Client of an investment opportunity, the Adviser determines what additional factors may restrict or limit the offering of an investment opportunity to the Client. Possible restrictions include, but are not limited to:

- **Obligation to Offer:** the Adviser may be contractually required to offer an investment opportunity to one or more Clients.
- **Related Investments:** the Adviser may offer an investment opportunity related to an investment previously made by a Client to such Client to the exclusion of, or with the effect of limiting the offering to, other Clients.
- **Legal and Regulatory Exclusions:** the Adviser may determine that certain Clients or investors in such Clients should be excluded from an allocation due to specific legal, regulatory and contractual restrictions placed on the participation of such persons in certain types of investment opportunities.

Once the Client that will participate in a particular investment has been identified, the Adviser, in its discretion, decides how to allocate such investment opportunity among the identified Clients. In allocating such investment opportunity, the Adviser may consider some or all of a wide range of factors, which may include, but are not necessarily limited to, the following:

- Each Client’s investment objectives and investment focus;
- Transaction sourcing;
- Each Client’s liquidity and reserves;
- Each Client’s diversification;
- Lender covenants and other limitations;
- Amount of capital available for investment by each Client as well as each Client’s projected future capacity for investment;
- Each Client’s targeted rate of return;
- Stage of development of the prospective portfolio company or other investment;
- Composition of each Client’s portfolio;

- The suitability as a follow-on investment for a current portfolio company of a Client;
- The availability of other suitable investments for each Client;
- Risk considerations;
- Cash flow considerations;
- Asset class restrictions;
- Industry and other allocation targets;
- Minimum and maximum investment size requirements;
- Tax implications;
- Legal, contractual or regulatory constraints; and
- Any other relevant limitations imposed by or conditions set forth in the applicable offering documents and Governing Documents of each Client.

The Adviser will not allocate investment opportunities based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Client, or (ii) the profitability of any Client.

The Adviser may determine that the amount of an investment opportunity for a Client exceeds the amount the Adviser determines would be appropriate for the Client (after taking into account any portion of the opportunity allocated by contract to certain participants in the applicable deal, such as co-sponsors, consultants and advisers to the Adviser and/or the Clients or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by the Adviser to be in the best interest of the Client), and offer any such excess to one or more co-investors in the Adviser's sole discretion as set forth in the following paragraphs.

Subject to any Investment Allocation Requirements, in general, (i) no investor in a Client has a right to participate in any co-investment opportunity, (ii) decisions regarding whether and to whom to offer co-investment opportunities are made in the sole discretion of the Adviser or its related persons or other participants in the applicable transactions, such as co-sponsors, (iii) co-investment opportunities may, and typically will, be offered to some and not other investors in the Clients, in the sole discretion of the Adviser or its related persons, (iv) certain persons other than investors in the Clients (e.g., Third Parties) may be offered co-investment opportunities, in the sole discretion of the Adviser or its related persons, and (v) co-investors may purchase their interests in a portfolio company at the same time as the Clients or may purchase their interests from the applicable Clients after such Clients have consummated their investment in the portfolio company (also known as a post-closing sell down or transfer).

In exercising its discretion to allocate co-investment opportunities with respect to a particular investment among the Clients and other persons, the Adviser may consider some or all of a wide range of factors, which may include, but are not limited to, the following:

- The Adviser's evaluation of the size and financial resources of the potential co-investment party and the Adviser's perception of the ability of that potential co-investment party (in terms of, for example, staffing, expertise and other resources) to



efficiently and expeditiously participate in the investment opportunity with the relevant Clients without harming or otherwise prejudicing such Clients, in particular when the investment opportunity is time-sensitive in nature, as is typically the case;

- Any confidentiality concerns the Adviser may have that may arise in connection with providing the other account or person with specific information relating to the investment opportunity in order to permit such potential co-investment party to evaluate the investment opportunity;
- The Adviser's perception of its past experiences and relationships with the potential co-investment party, such as the co-investment party's expressed interest in co-investment generally or specific industries or sectors or the willingness or ability of the potential co-investment party to respond promptly and/or affirmatively to potential investment opportunities previously offered by the Adviser;
- The Adviser's perception of whether the investment opportunity may subject the potential co-investment party to legal, regulatory, reporting, public relations, media or other burdens that make it less likely that the other account or person would act upon the investment opportunity if offered;
- The Adviser's evaluation of whether the profile or characteristics of the potential co-investment party may have an effect on the viability or terms of the proposed investment opportunity and the ability of the Clients to take advantage of such opportunity (for example, if the potential co-investment party is involved in the same industry as a target company in which a Client wishes to invest, or if the identity of the potential co-investment party, or the jurisdiction in which the potential co-investment party is based, may affect the likelihood of a Client being able to capitalize on a potential investment opportunity); and
- Whether the Adviser believes, in its sole discretion, that allocating investment opportunities to a potential co-investment party will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Clients.

The Adviser's exercise of its discretion in allocating investment opportunities among the persons, including the Clients, Associates Co-Investment Vehicles, Adviser Investors and Third Parties, and in the manner discussed above may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to other such persons. While the Adviser will determine how to allocate investment opportunities using its best judgment, considering such factors as it deems relevant, but in its sole discretion, there can be no assurance that a Client's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which the Adviser may be subject, discussed herein, did not exist.

In addition, to the extent the Adviser has discretion over a secondary transfer of interests in a Client pursuant to such Client's Governing Documents, the Adviser may consider the factors listed above, requirements in such Client's Governing Documents, and such other factors as it may deem appropriate under the circumstances in exercising such discretion.

The Adviser will allocate fees and expenses incurred in connection with the offering and management of a Client between the Adviser and such Client in accordance with the Client's Governing Documents or, to the extent not addressed in such documents, in its sole discretion, in each case using good faith and its best judgment.

The appropriate allocation between Clients, Adviser Investors and Third Parties of expenses and fees generated in the course of evaluating potential investments that are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by the Adviser in its good faith discretion, consistent with the Governing Documents of the Clients, as applicable. In certain cases, an Associates Co-Investment Vehicle or other co-investor may evaluate a potential investment alongside a Client. If the potential investment is not consummated, the full amount of any expenses relating to such potential but not consummated investment would be borne entirely by the Client or Clients selected by the Adviser as proposed investors for such proposed investment, rather than the Associates Co-Investment Vehicle or other co-investor. There may be occasions when one Client (the "Payor Client") pays an expense common to multiple Clients (the "Allocated Clients") (e.g., legal expenses for a transaction in which all such Clients participate). On such occasions, each Allocated Client will reimburse the Payor Client for its share of such expense, without interest, promptly after the payment is made by the Payor Client. While highly unlikely, it is possible that one of the Allocated Clients could default on its obligation to reimburse the Payor Client.

In exercising its discretion to allocate investment opportunities and fees and expenses, the Adviser may be faced with a variety of potential conflicts of interest. For example, in allocating an investment opportunity among Clients with differing fee, expense and compensation structures, the Adviser may have an incentive to allocate investment opportunities to the Clients from which the Adviser or its related persons may derive, directly or indirectly, a higher fee, compensation or other benefit.

In addition, principal executive officers and other personnel of the Adviser invest indirectly in Clients and may therefore participate indirectly in investments made by the Clients in which they invest. Such interests will vary Client by Client. The existence of these varying circumstances may present conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Client.

#### *Conflicts Related to Purchases and Sales*

Conflicts may arise when a Client makes investments in conjunction with an investment being made by other Clients or clients of affiliates of the Adviser, or in a transaction in which another Client or client of such an affiliate has already made an investment. Investment opportunities may be appropriate for Clients and/or clients of the Adviser's affiliates at the same, different or overlapping levels of a portfolio company's capital structure. Conflicts may arise in determining the terms of investments, particularly when these Clients may invest in different types of securities in a single portfolio company. Questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or

outside of bankruptcy, and the terms of any work-out or restructuring may raise conflicts of interest, particularly in Clients that have invested in different securities within the same portfolio company. Certain Clients of the Adviser may invest in bank debt and securities of companies in which other Clients hold securities, including equity securities. In the event that such investments are made by a Client, the interests of such Client may be in conflict with the interest of such other Clients or clients of the Adviser's affiliates, particularly in circumstances in which the underlying company is facing financial distress. The involvement of such persons at both the equity and debt levels could inhibit strategic information exchanges among fellow creditors. In certain circumstances, Clients or clients of the Adviser's affiliates may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Clients may or may not provide such additional capital, and if provided each Client will supply such additional capital in such amounts, if any, as determined by the Adviser. In addition, a conflict may arise in allocating an investment opportunity if the potential investment target could be acquired by either a Client or a portfolio company of another Client. Investments by more than one Client or by more than one client of the Adviser's affiliates in a portfolio company may also raise the risk of using assets of a Client or client of the Adviser's affiliates to support positions taken by other Clients or clients of the Adviser's affiliates. Employees and related persons of the Adviser and its affiliates have made or may make capital investments in or alongside certain Clients or clients of the Adviser's affiliates, and therefore may have additional conflicting interests in connection with these investments. There can be no assurance that the return of a Client participating in a transaction would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

A Client may invest in opportunities that other Clients or clients of the Adviser's affiliates have declined, and likewise, a Client may decline to invest in opportunities in which other Clients or clients of the Adviser's affiliates have invested.

#### *Cross-Transactions*

In certain cases, the Adviser may cause a Client to purchase investments from another Client, or it may cause a Client to sell investments to another Client. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Client may not receive the best price otherwise possible, or the Adviser might have an incentive to improve the performance of one Client by selling underperforming assets to another Client 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 the Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser may receive management or other fees in connection with its management of the relevant Clients involved in such a transaction, and may also be entitled to share in the investment profits of the relevant Clients. To address these conflicts of interest, in connection with effecting such transactions, the Adviser will follow the Investment Allocation Requirements of the relevant Clients. To the extent such matters are not addressed in the Investment Allocation Requirements, the Adviser's CCO, in consultation with the Adviser's General Counsel, will be responsible for confirming that the Adviser (i) considers its respective

duties to each Client, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party and (iii) obtains any required approvals of the transaction's terms and conditions. The Adviser will not directly or indirectly receive any commission or other transaction-based compensation for effecting any such transaction, and the Adviser will not effect any such transaction for any Clients if the Adviser may be deemed to own more than 25% of the Client, unless such transaction complies with the requirements of the Adviser's principal transactions policy, as described below.

### *Principal Transactions*

Section 206 under the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the Clients thereof, on the other hand. Very generally, if an investment adviser or an affiliate thereof proposes to purchase a security from, or sell a security to, a Client (what is commonly referred to as a "principal transaction"), the 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. In connection with the Adviser's management of the Clients, the Adviser may engage in principal transactions. The Adviser has established certain policies and procedures to comply with the requirements of the Advisers Act as they relate to principal transactions, including that disclosures required by Section 206 of the Advisers Act be made to the applicable Clients regarding any proposed principal transactions and that any required prior consent to the transaction be received. In addition, the offering documents, Governing Documents and related documents relating to the Clients may contain additional restrictions on the ability of the Clients or the Adviser to engage in principal transactions.

### *Management of the Clients*

The Adviser manages a number of Clients that may have investment objectives similar or identical to each other. The Adviser may in the future establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the current Clients. Allocation of available investment opportunities between the Clients and any such investment fund could give rise to conflicts of interest. See "Allocation of Investment Opportunities Among Clients and Allocation of Co-Investment Opportunities" above. In addition, it is expected that employees of the Adviser responsible for managing a particular Client will have responsibilities with respect to other Clients managed by the Adviser, including Clients that may be raised in the future. Conflicts of interest may arise in allocating time, services or functions of these officers and employees.

### *Follow-On Investments*

Investments to finance follow-on acquisitions may present conflicts of interest, including determination of the equity component and other terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Client in a portfolio company in which another Client has previously invested. In addition, a Client may participate in leveraging and recapitalization transactions involving portfolio companies in which another Client has already invested or will invest. Conflicts of interest may arise, including determinations of whether existing investors are being cashed out at a price that is

higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

#### *Conflicts Relating to the Adviser*

The Adviser generally may, in its discretion, contract with any related person of the Adviser (including but not limited to a portfolio company of a Client) to perform services for the Adviser in connection with its provision of services to the Clients. When engaging a related person to provide such services, the Adviser may have an incentive to recommend the related person even if another person may be more qualified to provide the applicable services and/or can provide such services at a lesser cost.

The Adviser generally may, in its discretion, recommend to a Client or to a portfolio company thereof (in response to a solicitation for a recommendation or otherwise) that it contract for services with (i) a related person of the Adviser (including but not limited to a portfolio company of a Client) or (ii) an entity with which the Adviser or its affiliates or their personnel have a relationship or from which the Adviser or its affiliates or their personnel otherwise derive financial or other benefit. When making such a recommendation, the Adviser may, because of its financial or other business interest, 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 a Client and/or its portfolio companies or, if incurred by the Adviser, are reimbursed by a Client and/or its portfolio companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Client or its portfolio companies to incur) such expenses.

#### *Fee Structure*

Because there is a fixed investment period after which capital from investors in the Clients may be drawn down only in limited circumstances and because Advisory Fees are, at certain times during the life of the Clients, based upon capital invested by the Clients, this fee structure may create an incentive to deploy capital when the Adviser may not otherwise have done so.

Additionally, as discussed above in Item 6, the Adviser is entitled to Carried Interest under the terms of the Governing Documents of the Clients. The existence of Carried Interest may create an incentive for the Adviser to cause such Clients to make more speculative investments than they would otherwise make in the absence of performance-based compensation.

#### *Related Services*

As described in Item 5 above, the Adviser may perform Related Services for, and will receive fees from, actual or prospective portfolio companies or other investment vehicles of the Clients. Such fees will be in addition to any Advisory Fees or Carried Interest paid by the Clients to the Adviser. Consistent with the Governing Documents of the applicable Clients, the Adviser may incur expenses, and a portfolio company may reimburse the Adviser for such expenses (including without limitation travel expenses, which may include expenses for first class travel)

incurred by the Adviser in connection with its performance of services for such portfolio company, and such reimbursements are not subject to the sharing arrangements described below. There are also certain circumstances (such as the occurrence of an initial public offering or strategic exit) which may accelerate the payment of a fee. This creates a conflict of interest between the Adviser and its affiliates and the Clients and their investors because the amounts of these fees and reimbursements may be substantial and the Clients and their investors generally do not have an interest in these fees and reimbursements. The Adviser determines the amount of these fees for Related Services and reimbursements in its own discretion, subject to agreements with sellers, buyers and management teams, the board of directors of or lenders to portfolio companies, and/or third party co-investors in its transactions, and the amount of such fees and reimbursements may not (except in connection with the reductions described below) be disclosed to investors in the Clients. The Adviser will in some circumstances reduce the amount of Advisory Fees paid by the applicable Client in connection with the receipt of the applicable Client's share of such fees. The amount and nature of this reduction varies from Client to Client and is set forth in the Governing Documents of the applicable Client. Persons other than Clients that participate in investments alongside the Clients (such as Associates Co-Investment Vehicles, Adviser Investors and Third Parties) may have a right to share in such fees, and Advisory Fees will generally not be reduced in connection with the receipt of such entities' share of such fees. In many cases with respect to the implementation of such arrangements, there is not an independent third-party involved on behalf of the relevant portfolio company. Therefore, a conflict of interest may exist in the determination of any such fees and other related terms in the applicable agreement with the portfolio company.

#### *Diverse Membership*

The investors in the Clients may include U.S. taxable and tax-exempt entities and institutions from jurisdictions outside of the United States. Such investors may have conflicting investment, tax and other interests with respect to their investments in a Client. The conflicting interests among the investors may relate to or arise from, among other things, the nature of investments made by a 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, 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 a Client, the Adviser will consider the investment and tax objectives of the applicable Client as a whole, not the investment, tax or other objectives of any investor individually.

#### *Business with Portfolio Companies and Investors*

Given the collaborative nature of the Adviser's business and the portfolio companies in which the Clients have invested, there are often situations when the Adviser is in the position of recommending portfolio company services to other portfolio companies. The Adviser may have a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Clients, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Clients.

The Adviser may have an incentive to recommend the products or services of certain investors in the Clients or their related businesses to the Clients or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Clients or the portfolio companies.

The Adviser has service providers, including, for example, investment bankers, outside legal counsel and other parties who are investors in Clients and/or who provide services to businesses that are competitors of the Adviser. The Adviser may have a conflict of interest with the Clients in recommending the retention or continuation of a service provider to the Clients or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Clients or will provide the Adviser information about markets and industries in which the Adviser operates or is interested or will provide other services that are beneficial to the Adviser. There is a possibility that the Adviser, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person.

Certain members of a Client's advisory committee are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in a Client. The Adviser may from time to time utilize the services of investors and their affiliates on an arm's length basis, as it deems appropriate.

#### *Positions with Portfolio Companies*

Employees of the Adviser may serve as directors of portfolio companies. Remuneration such employees may receive as directors will reduce the Advisory Fees owed by the applicable Clients. In addition, employees of the Adviser may leave the employment of the Adviser and become an officer or employee of a portfolio company.

#### *Side Letter Agreements*

The Adviser may enter into certain side letter arrangements with certain investors in a Client providing such investors with different or preferential rights or terms, including but not limited to different fee structures, information rights, co-investment rights and liquidity or transfer rights.

#### *Other Potential Conflicts*

The Adviser and the Clients may engage common legal counsel and other advisors in a particular transaction, including a transaction in which there may be conflicts of interest. Members of the law firms engaged to represent the Clients may be investors in a Client, and may also represent one or more portfolio companies of or investors in a Client. In the event of a significant dispute or divergence of interest between 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 and the Clients may engage other common service providers. In such circumstances, there may be a conflict of interest between the Adviser and the Clients in determining whether to engage such service providers, including the possibility that the Adviser may favor the engagement or continued engagement of such persons if it receives a benefit from such service providers, such

as lower fees, that it would not receive absent the engagement of such service provider by the Clients.

The Adviser may, in its discretion, have, and may, in its discretion, cause the Clients and/or their portfolio companies to have, ongoing business dealings, arrangements or agreements with persons who are former employees or executives of the Adviser. The Clients and/or their portfolio companies may bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there may be a conflict of interest between the Adviser and the Clients (or their portfolio companies) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility that the Adviser may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

If a Client purchases in the secondary market at a discount debt securities of a company in which a Client has, for example, a substantial equity interest, (a) a court might require the Client to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to the issuer of such securities or (b) a Client might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt.

The legal risks associated with these types of transactions may vary from jurisdiction to jurisdiction.

The Governing Documents of certain Clients permit the Adviser to withhold information from certain limited partners or investors in such Client in certain circumstances. For instance, information may be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. The Adviser may elect to withhold certain information to such limited partners for reasons relating to the Adviser's public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

Please see the discussion above under the sub-heading "Resolution of Conflicts" for a description of the means by which the Adviser and its related persons may seek to alleviate conflicts of interest among the Clients or other persons.

## **Item 12. Brokerage Practices**

Because the Clients invest primarily in private equity ventures, the Adviser anticipates that investments in publicly traded securities will occur in limited circumstances (e.g., money market instruments pending investment in a portfolio company, securities held as a result of initial public offerings of portfolio companies, going-private transactions). However, to meet its fiduciary duties to the Clients, the Adviser has adopted written policies to address issues that might arise with respect to purchasing, holding and selling publicly traded securities.

### **Selection of Brokers and Dealers**

For each Client, the Adviser has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker or dealer, if any, to be used to effect transactions. In placing each transaction for a Client involving a broker-dealer, the Adviser will generally seek "best execution" of the transaction. "Best execution" means obtaining for a



Client account the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer.

In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, the Adviser's relevant investment team, in consultation with the Chief Financial Officer ("CFO"), takes into account all factors that it deems relevant to the broker's or dealer's execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or dealer and the quality of service rendered by the broker or dealer in other transactions.

In order to monitor best execution, the Adviser's CFO, in consultation with the Adviser's CCO, will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of the Adviser and each Client.

The Adviser does not receive "soft dollars" in connection with its use of broker-dealers.

### **Aggregation of Trades**

The Adviser may aggregate (or bunch) the orders of more than one Client for the purchase or sale of the same publicly traded security. Portfolio managers and traders often employ this practice because larger transactions may enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. The Adviser may combine orders on behalf of Clients with orders for other Clients for which it has trading authority, or in which it has an economic interest. In such cases, the Adviser generally aggregates trade orders for publicly traded securities so that each participating Client will receive the average price for each execution of a transaction.

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

## **Item 13. Review of Accounts**

### **Oversight and Monitoring**

The investment portfolios of the Clients are generally private, illiquid and long-term in nature, and accordingly the Adviser's review of them is not directed toward a short-term decision to dispose of securities. However, the Adviser closely monitors the portfolio companies of the Clients and generally maintains an ongoing oversight position in such portfolio companies. The portfolios are reviewed by a team of investment professionals on an on-going basis. The team generally includes Managing Directors and other investment professionals of the Adviser. Moreover, the Adviser has a separate group responsible for developing and implementing key strategic initiatives at certain portfolio companies. This group works alongside the investment professionals to oversee the Clients' investments in their portfolio companies.

Reporting Investors in a Client typically receive, among other things, a copy of audited financial statements of such Client within 90 days after the fiscal year end of such Client, as well as quarterly financial reports within 45 days after each fiscal quarter end. The Adviser may from time to time, in its sole discretion, provide additional information relating to such Client to one or more investors in such Client as it deems appropriate.

#### **Item 14. Client Referrals and Other Compensation**

For details regarding economic benefits provided to the Adviser by non-Clients, including a description of related material conflicts of interest and how they are addressed, please see Item 11 above. In addition, the Adviser and its related persons may, in certain instances, receive discounts on products and services provided by portfolio companies of Clients and/or customers or suppliers of such portfolio companies. While not a Client solicitation arrangement, the Adviser may from time to time engage one or more persons to act as a placement agent for a Client in connection with the offer and sale of interests to certain potential investors. Such persons generally will receive a fee in an amount equal to a percentage of the capital commitments for interests made by such potential investors to such Client that are subsequently accepted. Such fees are generally paid by the Adviser.

#### **Item 15. Custody**

Item 15 is not applicable to the Adviser.

#### **Item 16. Investment Discretion**

Investment advice is provided directly to the Clients and not individually to the investors in the Clients. Services are provided to each Client in accordance with its Governing Documents. Investment restrictions for a Client, if any, are generally established in its Governing Documents.

#### **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 the Clients (“Votes”). The guiding principle by which the Adviser votes all Votes is to vote in the best interests of each Client by maximizing the economic value of the relevant Clients’ holdings, taking into account the relevant Clients’ investment horizons, the contractual obligations under the relevant Governing Documents and all other relevant facts and circumstances at the time of the Vote.

It is the Adviser’s general policy to vote or give consent on all matters presented to security holders in any Vote. However, 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 CCO or the relevant Adviser investment professional, the costs associated with voting such Vote outweigh the benefits to the relevant Clients or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of the relevant Clients.

Clients generally cannot direct the Adviser’s Vote.

All Voting decisions initially are referred to the CFO or appropriate investment professional for a voting decision. In most cases, the Adviser's CFO or investment professional covering the particular investment will make the decision as to the appropriate vote for any particular Vote. In making such decision, he or she may rely on any of the information and/or research available to him or her. If the investment professional is making the Voting decision, the investment professional will inform the CCO of any such Voting decision, and if the CCO does not object to such decision as a result of his or her conflict of interest review, the Vote will be voted in such manner. If the investment professional and the CCO are unable to arrive at an agreement as to how to vote, then the CCO may consult with the Adviser's General Counsel as to the appropriate vote, who will then review the issues and arrive at a decision based on the overriding principle of seeking the maximization of the economic value of the relevant Clients' holdings.

The CCO has the responsibility to monitor Votes for any conflicts of interest, regardless of whether they are actual or perceived. The CCO will consider, among other things, whether the Adviser or any investment professional or other person recommending how to vote has an interest in how the Vote is voted that may present a conflict of interest. In addition, all Adviser investment professionals are expected to perform their tasks relating to the voting of Votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Clients. The CCO will use his or her best judgment to address any such conflict of interest and ensure that it is resolved in accordance with his or her independent assessment of the best interests of the Clients.

Information regarding how proxies were voted in connection with a Client and copies of proxy voting policies are available to any Client or prospective Client upon written request to: CCO@THL.com.

#### **Item 18. Financial Information**

Item 18 is not applicable to the Adviser.

#### **Item 19. Requirements for State-Registered Advisers**

Item 19 is not applicable to the Adviser.