

PeakEquity Partners Management Co., L.P.
doing business as PeakEquity Partners
Part 2A of Form ADV
The Brochure

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This brochure provides information about the qualifications and business practices of PeakEquity Partners Management Co., L.P., d/b/a PeakEquity Partners. If you have any questions about the contents of this brochure, please contact us at 484-253-0001. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about PeakEquity Partners is also available on the SEC's website at: www.adviserinfo.sec.gov.

We refer to ourselves as a "registered investment adviser". Registration does not imply a certain level of skill or training.

Item 2 Material Changes

This Item 2 of the Brochure discusses only specific material changes that have been made to the Brochure since our last annual update and provides clients with a summary of those changes. The last annual update of our Brochure was on March 29, 2016.

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

Item 4 Advisory Business

PeakEquity Partners is an investment manager to a private investment fund specifically focused on control buyouts and minority recapitalizations of middle-market enterprise software and solutions businesses (the “Fund”). Founded in 2014, PeakEquity Partners is based in the greater Philadelphia area. The principal owners are Mr. Greg Case and Mr. Paul Winn.

PeakEquity Partners provides discretionary investment advice solely to private investment funds that seek to generate significant capital appreciation primarily through private equity investments in portfolio companies that are generally in established industries. The investment management services that we provide to the Fund primarily consist of investigating, structuring and negotiating investments and dispositions, monitoring the performance of investments and performing certain administrative services. These services are provided pursuant to an investment management agreement with the Fund and as a result of a delegation of authority by the Fund’s general partner (an affiliate of ours). We provide tailored advice to the Fund that takes into account its investment objectives and the investment restrictions contained in its limited partnership agreement.

Wrap Fee Programs

We do not participate in wrap fee programs.

Assets Under Management

As of January 27, 2017, PeakEquity Partners manages approximately \$137 million on a discretionary basis. PeakEquity Partners does not manage any assets on a non-discretionary basis. PeakEquity Partners is eligible to register with the SEC because it is under common control with Milestone Partners Management Co., L.P. (“Milestone”), an investment adviser registered with the SEC. PeakEquity Partners and Milestone Partners share the same principal office, some employees and place of business. See Item 10 for additional information about PeakEquity Partner’s affiliations.

Item 5 Fees and Compensation

Management Fee

PeakEquity Partners receives an annual management fee (the “Management Fee”) from the Fund with respect to each investor that may differ from fund to fund but is generally 2.25% of the first \$100 million of each investor’s commitment and thereafter the fee is generally 2.0% of the remaining commitment during the Fund’s investment period or for a specific period of years. Management Fees are payable quarterly in advance and are deducted from the Fund’s account. After the investment period or a specific period of years, the Fund pays a Management Fee based on each investor’s pro rata share of the Fund’s invested capital, which generally equals the declining balance of the acquisition cost of the portfolio investments held by the Fund, taking into account any permanent impairments of portfolio assets. PeakEquity Partners may waive all or a portion of its Management Fee.

Other Fees

We may also receive monitoring, transaction, consulting, directors and other fees in connection with the activities of the Fund (“Other Fees”). In addition, we may be reimbursed by the Fund’s portfolio companies for expenses we incur in connection with our performance of the services that give rise to Other Fees. The monitoring fees that we receive with respect to a portfolio investment are determined with reference to the adjusted EBITDA and/or revenues upon which the purchase price for such portfolio investment is based. Other fees that we receive with respect to a portfolio investment may be determined at the time of acquisition. Both monitoring fees and transaction fees are agreed to with the applicable portfolio companies at the closing of the Fund’s investment in such portfolio companies.

In general, the aggregate management fee that the Fund pays us is reduced by a portion of any Other Fees received by us in connection with the activities of the Fund.

If we cease to serve as the investment manager to the Fund, the management fee payable by the Fund for such period will be pro-rated based on the number of days during such period that we served as investment manager, and we will refund any excess.

Additional fees and expenses for which the Fund may be responsible are described in the limited partnership agreement of the Fund. Generally, the Fund pays all costs and expenses relating to its operations, including but not limited to: legal, auditing, consulting and accounting fees and expenses; expenses of meetings of its limited partner advisory committee and of limited partners; indemnification and insurance expenses; expenses associated with the acquisition, holding and disposition of its proposed or actual investments (including related due diligence other than travel-related due diligence expenses of our personnel); extraordinary expenses such as litigation; interest on and fees and expenses arising out of any permitted borrowing; expenses relating to unconsummated transactions; expenses of liquidating the Fund; and any taxes, fees or other governmental charges levied against the Fund and any expenses incurred in connection with any tax audit, investigation, settlement or review of the Fund. Expenses associated with the acquisition, holding and disposition of an investment may also include the expenses of brokers or dealers to the extent that any such person is engaged in connection with a transaction. See Item 12 - Brokerage Practices. Such expenses may also include commissions, custodian fees, rating agency fees and other transaction expenses.

Neither we nor any of our “supervised persons” accepts compensation for the sale of securities or other investment products.

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

The general partner of the Fund (our affiliate) is entitled to a “carried interest” on the Fund’s profits in accordance with the provisions of the limited partnership agreement. The “carried interest” is equal to a percentage of the investment proceeds distributable by the Fund in excess of the capital invested by the Fund’s limited partners and their allocable share of fees and expenses, and is subject to a preferred return. The general partner is subject to a “clawback” of “carried interest” previously received to the extent that it has received cumulative distributions in excess of amounts otherwise distributable or anticipated to be distributed to the general partner by the Fund as “carried interest”, applied on an aggregate basis covering all transactions of the Fund. In no event

will the general partner be required to restore more than the cumulative distributions received as “carried interest” determined on an after-tax basis. The “carried interest” received by the general partner was negotiated at the time the Fund was formed.

Item 7 Types of Clients

We provide discretionary investment advice solely to the private investment fund. We do not have any requirements for opening or maintaining an account.

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

Investment Strategies and Methods of Analysis

We generally seek investment opportunities for the Fund where we can play a role in enhancing the target company’s value through two complementary strategies. First, we seek growth for portfolio companies through evaluating and executing strategic acquisitions, as well as supporting the implementation of value-added strategies, such as internal capital investment, geographic expansion, product line extension and management team enhancement. Second, we seek to identify a compelling value proposition within an established industry and then assemble a knowledgeable management team led by a CEO to build a business around the investment conviction.

We generally source investment opportunities consistent with these strategies through our differentiated origination networks, including the relationships of our investment professionals and our strategic alliances with our affiliate partners (*i.e.*, third parties who assist us in sourcing portfolio investments). We believe that such networks may allow us to source investments on a proprietary basis.

We generally seek to identify investments that we believe are at appropriate valuations, are in quality businesses in established industries, have a knowable and sustainable value proposition, that are leaders in their markets and for which there exists a vision for achieving profit, improvement and growth. Furthermore, we seek investment opportunities for which exit alternatives exist for the realization of value created. We also typically seek to ensure that adequate protections are in place to protect the Fund’s investment. We primarily focus on investments in the U.S. and in other regions through our strategic alliances.

In screening potential investment opportunities, we seek to implement a due diligence process that is aimed at assessing and quantifying the opportunities for, and challenges to, value creation faced by such potential portfolio companies. Such process typically involves research of a prospective portfolio company’s markets served, competitive position, capabilities, customer relationships, environment, potential for future growth and ultimate realization of value, but may vary depending on the facts and circumstances relating to the particular investment opportunity, including the type of information available to us. Our efforts are typically augmented by outside industry advisors, accountants, lawyers and other relevant experts that we determine are necessary.

In executing investments, we seek to invest at attractive valuation levels, maintain price discipline and differentiate between market overreactions or cyclical valuation peaks and long-term sustainable valuations. In particular, we seek to implement capital structures that support value-creation strategies and future growth, with a preference for entirely private capital structures and avoiding excessive leverage. We also work closely with management of our portfolio companies to assess whether a strategic acquisition, internal capital investment, geographic expansion or product line extension provide a clear strategy for creating long-term value.

Post-investment, we monitor portfolio companies closely, regularly speaking with management and regularly receiving performance reports. Furthermore, our personnel may serve on the board of directors of our funds' portfolio companies. This regular contact is intended to permit us to assess opportunities for portfolio company growth, identify the optimal realization point and find suitable exits.

Risk Factors

Investing involves the risk of loss that an investor in a fund should be prepared to bear. The discussion below of risks associated with an investment in the Fund does not purport to be an exhaustive list of all such risks. Please see the confidential offering memoranda of the Fund for a more detailed discussion of risks.

Risk of Loss of Capital. Investing in securities involves the risk of loss of capital. Investors that cannot bear the loss of their entire investment in the Fund should not make such an investment. While we believe that our investment processes, strategy and research techniques mitigate the investment risk through a careful selection of investment opportunities, no guarantee or representation is made that we will achieve the Fund's investment objectives or that we will be successful.

Leverage. While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. The Fund's investments may be highly leveraged and therefore may be more sensitive to adverse business or financial developments or economic factors. Moreover, rising interest rates may have a more pronounced effect on the profitability or survival of such companies. If for any of these reasons a portfolio company in which we invest on behalf of the Fund is unable to generate sufficient cash flow to meet principal or interest payments on its indebtedness or make regular dividend payments, the value of the investment in such portfolio company could be significantly reduced or even eliminated.

Illiquid and Long-Term Investments; Lack of Transferability. Although the Fund's investments may generate current income, the return of capital and the realization of gains, if any, from such investments is expected to occur upon their disposition. Such investments are typically held for a number of years before they are sold. Furthermore, it is unlikely that there will be a public market for such investments and their securities generally may not be sold 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 sale of such investments may be prohibited or limited by contract for a period of time, and as a result, we may not be permitted to sell such investments at a time we might otherwise desire to do so.

Highly Competitive Market for Investment Opportunities. The activity of identifying, completing and realizing on attractive private equity investments is highly competitive and involves a high degree of uncertainty. There can be no assurance that we will be able to identify and complete investments that satisfy the Fund's investment objective, or realize the value of its portfolio investments, or that we will be able to fully invest its commitments. Nevertheless, investors in the Fund will be required to pay our management fees based on aggregate commitments during the Fund's investment period.

Portfolio Company Management Risks. We expect the portfolio companies in which the Fund invests to 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. While we monitor each portfolio company's management team, each such team will ultimately have day-to-day responsibility for the business of such portfolio company.

Concentration of Investments. The Fund will invest in a limited number of portfolio companies and, as a result, its returns may be affected by the performance of a single investment. Furthermore, because we have broad discretion to invest a considerable portion of the Fund's assets in a single investment, and all of the Fund's assets in a particular industry, adverse movements in the value of a single investment or the health of a particular industry could have a considerably greater negative impact on the Fund than would be the case if we were not permitted to concentrate investments to such an extent.

Control Position. The exercise of control over portfolio companies may expose the Fund to additional risks of liability for environmental damage, product defects, failure to supervise management and other types of liability in which the limited liability that generally characterizes business operations may be ignored. While we intend to manage the Fund so as to minimize exposure to these risks, the possibility of successful claims cannot be precluded.

Board Participation. The Fund may be represented on the boards of directors of certain of its portfolio investments. Although such positions may be important to our investment strategy and may enhance our ability to manage the investment, they may also impair our ability to sell the investment when, and upon the terms, we may otherwise want. It may also subject us and the Fund to claims we would not otherwise be subject to, including claims of breach of duty of loyalty, securities claims and other director-related claims.

Non-U.S. Investments. The Fund may invest globally. Foreign securities involve risks not typically associated with investing in U.S. securities, including risks relating to (i) currency exchange matters, (ii) differences between the U.S. and foreign securities markets, (iii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation, (iv) certain economic and political risks, (v) obtaining foreign governmental approvals and complying with foreign laws and (vi) the possible imposition of foreign taxes on income and gains recognized with respect to such securities. Furthermore, the legal systems in these countries may offer no effective means for the Fund to seek to enforce their rights or otherwise seek legal redress.

Item 9 Disciplinary Information

None.

Item 10 Other Financial Industry Activities and Affiliations

We are not registered, nor do we have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

We are also not registered, nor do we have any application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor or an associated person of the foregoing entities.

PeakEquity Partners is under common control with Milestone Partners Management Co., L.P. PeakEquity Partners and Milestone Partners share the same principal office, some employees and place of business. Milestone Partners is also an investment adviser to private funds. Affiliates of PeakEquity Partners and Milestone Partners serve as the general partners of the PeakEquity and Milestone funds.

The Fund may be subject to various conflicts of interest arising from its relationship with PeakEquity Partners and its affiliates. The Fund may on occasion invest in a portfolio company of a Milestone fund or co-invest with a Milestone fund. Such transactions are generally subject to requirements agreed by the investors and set out in the applicable limited partnership agreements, which may include a requirement to obtain the consent of the limited partner advisory committee (“LPAC”) of the applicable funds. Additional information regarding how PeakEquity Partners addresses conflicts of interest is provided in Item 11 below.

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

Code of Ethics. Our code of ethics is documented in our Policies and Procedures Manual (“Manual”), a copy of which (and any amendments) is provided to each employee. Each employee must certify that he or she has read, understands and agrees to comply with our Manual. Furthermore, each employee must certify annually that he or she has complied with the Manual. We also hold annual compliance training sessions and attendance at such sessions is mandatory for all employees.

Our Manual requires all of our employees to conduct themselves with integrity and dignity and act in a professional and ethical manner in all dealings on our behalf; act with competence and strive to maintain and improve their competence; use proper care and exercise independent professional judgment in the execution of their duties; avoid actions or relationships that might conflict, or appear to conflict with, job responsibilities or the interests of PeakEquity Partners and our client; and comply with all applicable federal securities laws.

Our Manual also requires all of our employees (“Access Persons”) to disclose each account in which they have a beneficial interest and the capability to hold or trade individual securities. These accounts are linked to our compliance software which allows us to monitor their personal trading from pre-clearance authorization of trade requests through post-trade reconciliation and reporting. Furthermore, we require that each Access Person re-affirm the accuracy of his or her list of accounts on record with us at least annually.

Our Manual also requires that employees obtain our approval before investing in any initial public offering of securities or in any private placement of securities.

A copy of our Code of Ethics will be provided to any client or prospective client upon request.

Conflicts of Interests.

Participation or Interest in Client Transactions. As described in Items 5 and 6 above, we are entitled to receive management fees and a carried interest from the Fund. The general partner of the Fund also makes capital commitments to the Fund. Furthermore, we and our members and employees may receive fees from the Fund’s portfolio companies for performing consulting and other services for, or serving as directors (or similar positions) of, such companies. Each of the foregoing may represent a material financial interest in the securities that we recommend to our client accounts.

As described in Item 5 above, the management fees that we receive from the Fund after the termination of the investment period is based on its “invested capital”. To the extent that an investment is written down to below cost, for purposes of calculating our management fee, the invested capital in such investment would be reduced by the amount that the investment has been written down and would result in us receiving a reduced management fee. The foregoing, which could incentivize us to refrain from writing down investments, is mitigated by the fact that, annually, our valuations are reviewed by the Fund’s independent public auditor.

Our entitlement to performance fees from the Fund may incentivize us to cause the Fund to make more speculative investments than would be the case in the absence of such performance fee arrangement. However, the significant capital commitments made by PeakEquity Partners and other investment professionals through the general partner (which capital commitments are invested pro rata with the commitments of the Fund’s limited partners), as well as the general partner’s “clawback obligation” (as described in Item 6), may mitigate the effects of such conflict of interest.

Our ability to receive fees (and related expense reimbursements) from the Fund’s portfolio companies for performing consulting and other services for, or serving as directors (or similar positions) of, such companies represents a potential conflict of interest since we generally have substantial control or influence over such companies. This potential conflict of interest is mitigated by the fact that the amount of such fees are typically negotiated with the applicable portfolio company’s management team and/or any roll-over equity holders, as well as the fact that all such fees are disclosed to the Fund’s investors and a portion of such fees generally offset management fees otherwise payable by our funds (as described in Item 5 above).

Allocation of Investment Opportunities.

PeakEquity Partners and Milestone Partners are both pursuing new investment opportunities for funds they each manage, but the investment mandates of the PeakEquity and Milestone funds differ. PeakEquity Partners seeks to invest in control buyouts and minority recapitalizations of intellectual property-driven, lower middle-market enterprise software and solutions (“Enterprise Software and Solutions”) businesses. Milestone Partners seeks to invest in a broader range of lower middle-market business, which also includes Enterprise Software and Solutions businesses. The funds’ limited partnership agreements set forth terms with respect to the allocation of investment opportunities and generally provide that, from the date of closing of a fund until the expiration of its investment period, all prospective investment opportunities (other than follow-on investments related to a predecessor fund) that we identify, are within the scope of the fund’s investment objectives and are not in excess of a threshold amount specified in the fund’s limited partnership agreement, will be made available to that fund before being offered to any other person. Notwithstanding the foregoing, in the event an Enterprise Software and Solutions investment opportunity arises that is appropriate for both PeakEquity and Milestone funds, we will allocate such investment opportunity among the PeakEquity and Milestone funds on a basis that we believe is fair and equitable and with the approval of the applicable funds’ LPAC. PeakEquity Partners will lead pursuit of Enterprise Software and Solutions opportunities, and it is anticipated that Milestone Partners may occasionally co-invest alongside of PeakEquity Partners. Notwithstanding the foregoing, subject to a negotiated cap, we do reserve the right to allocate investment opportunities to certain individuals (including certain employees) who provide services to, or have a relationship with, our funds or, who in our judgment, can add value to our funds’ activities by virtue of their association with our funds.

Principal Transactions. We do not anticipate entering into principal transactions where we or any of our affiliates purchases or sells any securities for our own accounts from or to the account of any fund. In the event that we or any of our affiliates do engage in a principal transaction, we will seek the approval of the applicable fund’s LPAC in accordance with the terms of such fund’s limited partnership agreement and such transaction will be undertaken only in compliance with Section 206(3) under the Investment Advisers Act of 1940, as amended.

Cross Transactions. As neither we nor any of our affiliates is registered as a broker-dealer, we do not engage in agency cross transactions where one fund purchases or sells any securities for its account from or to the account of another fund. In the event that we cause funds to enter into any cross transaction, we will seek the approval of the applicable funds’ limited partner advisory committees in accordance with the terms of such funds’ limited partnership agreements.

Item 12 Brokerage Practices

We do not make regular use of brokers for the purposes of purchasing or selling securities on behalf of the Fund because the securities that we typically purchase or sell on behalf of the Fund are acquired and/or disposed of in privately negotiated purchase and sale transactions. If we determine to engage a broker, we will select the broker considering the range and quality of its brokerage services, its execution capability, commission rate, financial responsibility and responsiveness to us, and the value to us of research provided, if any. We will negotiate the commission rates and other transaction costs relating to broker services.

We do not receive soft dollar benefits or client referrals from broker-dealers in connection with client transactions.

If we dispose of any investment in securities that is owned by more than one fund, we may sell the securities in an aggregated order, in which case, the aggregated order will be allocated among the funds on a pro rata basis, unless in our good faith judgment a different allocation method is more appropriate under the circumstances. Such a pro rata allocation will be adjusted for and take into account to the extent applicable, specific guidelines, objectives and restrictions of each fund's account, the total amount of funds under management (including drawn and undrawn commitments) and the availability of or need for cash. A pro rata allocation should result in each client receiving the average price.

Item 13 Review of Accounts

PeakEquity Partners' Senior Professionals generally meet weekly to evaluate both current and prospective investments. PeakEquity Partners monitors and reviews the performance of each portfolio company investment and typically distributes weekly reports to PeakEquity Partners' Senior Professionals. PeakEquity Partners' investment professionals conduct in-depth quarterly reviews of the performance and outlook for each portfolio company. PeakEquity Partners' Senior Professionals monitor all cash inflows and outflows from PeakEquity Partners' Fund.

PeakEquity Partners will hold annual meetings at which PeakEquity Partners' Senior Professionals provide investors in the Fund with comprehensive reviews of the performance of the Fund and its portfolio companies. At least quarterly, PeakEquity Partners' investment professionals prepare a review of the Fund's investments for investors. In addition, the financial statements of the Fund are distributed quarterly and audited annually.

PeakEquity Partners may review a client account on other than a periodic basis upon the occurrence of material events that, based on the reasonable business judgment of the responsible Senior Professional, require consideration by the Investment Committee or the senior deal team before the next scheduled meeting of the Investment Committee.

PeakEquity Partners provides such reports (and at such frequency) as will be required by the limited partnership agreement for the Fund. Each quarter PeakEquity Partners issues an unaudited quarterly report which typically includes the following: a summary of portfolio holdings; contributions; distributions; unaudited financial statements, including a balance sheet, statement of changes in Investors' capital, and statement of operations; and a description of some or all of the fund's portfolio companies, which may include updates on the financial performance of the companies and relevant news. Investors receive audited financial statements within 120 days of the end of each fiscal year. PeakEquity Partners or its affiliates may by agreement provide additional information or reports to certain investors.

The Fund has a LPAC that shall serve as the advisory committee for the Fund and shall make decisions and recommendations with respect to the Fund, to the extent provided by the limited partnership agreement.

Item 14 Client Referrals and Other Compensation

PeakEquity Partners or its affiliates may use a placement agent in connection with fund offerings.

Stanwich Advisors LLC (“Stanwich Advisors”) and CV Brokerage, Inc (“CV Brokerage”), broker-dealers registered with the SEC under the Securities Exchange Act of 1934, were retained by PeakEquity Partners as placement agents to certain prospective investors.

Stanwich Advisors and CV Brokerage generally receive a placement fee with respect to the investors they have solicited that invest in the fund, which consists of a cash fee. Such placement fees may be paid by the fund but will reduce management fees payable to PeakEquity Partners.

Various potential and actual conflicts of interest may exist or arise from Stanwich Advisors’ and CV Brokerage’s business activities and relationships with their clients, investors whom they solicit for funds and portfolio companies of the funds or other funds not affiliated with PeakEquity Partners. Stanwich Advisors and CV Brokerage have provided, and may continue to provide, a number of services to PeakEquity Partners, the fund, and certain portfolio companies, which have a number of relationships with PeakEquity Partners, the fund, and may have various relationships with potential portfolio companies. Please refer to Item 11 for a discussion of how we address conflicts of interest that arise in the context of business relationships.

Item 15 Custody

Pursuant to applicable regulation, PeakEquity Partners is considered to have custody of the Fund’s cash and securities. PeakEquity Partners maintains the Fund’s cash and certificated securities with independent qualified custodians. PeakEquity Partners arranges for the Fund’s financial statements to be prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) and audited at least annually by an independent public accountant that is registered with, and subject to regular inspection as of the commencement of the professional engagement period, and as of each calendar year-end, by, the Public Company Accounting Oversight Board in accordance with its rules. PeakEquity Partners makes those audited financial statements available to all Investors in the Fund within 120 days of the end of the Fund’s fiscal year. Upon liquidation of the Fund, PeakEquity Partners will distribute its audited financial statements prepared in accordance with GAAP to all investors in the Fund promptly after the completion of such audit. Because PeakEquity Partners’ client is the Fund and the Fund is subject to the foregoing audits, a qualified custodian is not required to send account statements to clients or investors.

Item 16 Investment Discretion

We have entered into an investment management agreement with the Fund. The agreement, together with the management authority granted to the Fund's general partner pursuant to the Fund's limited partnership agreement, provides us with full discretion to determine investments to be purchased and sold on behalf of the Fund and the terms of the related transactions. Limitations on our investment discretion are set forth in the investment management agreement with, and the limited partnership agreement of, the Fund.

Item 17 Voting Client Securities

In connection with PeakEquity Partners' management of its private equity fund client, PeakEquity Partners may exercise voting authority with respect to its client's securities (each such situation, a "Voting Opportunity"). In each instance in which PeakEquity Partners exercises voting authority with respect to a client's securities, it shall exercise such authority in the best interests of the client. In determining the manner in which it should exercise its voting authority with respect to a client's securities, PeakEquity Partners shall consider the factors that it reasonably determines to be relevant in light of the particular Voting Opportunity.

The following procedures are designed to ensure that (a) Voting Opportunities are properly identified, (b) material conflicts of interest, if any, with respect to Voting Opportunities are identified and addressed, (c) PeakEquity Partners exercises its voting authority with respect to its client's securities in a timely manner and (d) PeakEquity Partners maintains adequate records regarding its exercise of voting authority with respect to its client's securities.

Each time a Voting Opportunity is identified by an employee of PeakEquity Partners, such employee should promptly notify the Chief Compliance Officer of such Voting Opportunity and provide him with background information regarding such Voting Opportunity. The Chief Compliance Officer shall consider such background information and determine whether a material conflict of interest exists with respect to the Voting Opportunity.

If the Chief Compliance Officer determines that no material conflict of interest exists, the Chief Compliance Officer shall exercise (or authorize another PeakEquity Partners employee to exercise) voting authority with respect to the applicable securities in connection with such Voting Opportunity.

If the Chief Compliance Officer determines that a material conflict of interest exists with respect to such Voting Opportunity, he will convene a meeting of members of PeakEquity Partners' senior management to discuss such conflict. At such meeting, the Voting Opportunity and such material conflict of interest will be discussed by the Chief Compliance Officer and such members of PeakEquity Partners' senior management until a decision is reached as to how (a) such material conflict of interest will be addressed and (b) the applicable securities will be voted.

PeakEquity Partners may abstain from exercising its voting authority with respect to its client's securities if it determines that such abstinence is in the client's best interest.

Each time PeakEquity Partners exercises voting authority with respect to its client's securities, the Chief Compliance Officer (or a designee thereof) shall document, in writing, (a) the name of the client (i.e. the Fund), (b) the manner in which PeakEquity Partners exercised its voting authority, (c) the employee(s) of PeakEquity Partners responsible for the determination as to how to exercise such voting authority and (d) a description of any material conflict of interest identified with respect to such Voting Opportunity and the manner in which such conflict was addressed.

The Chief Compliance Officer shall ensure that appropriate disclosure regarding the foregoing Voting Opportunity policies and procedures are included in PeakEquity Partners' brochure (Form ADV Part 2). A client of PeakEquity Partners (or such client's limited partners) may obtain from PeakEquity Partners information regarding how PeakEquity Partners voted with respect to such client's securities subject to the terms of the governing documents of such client.

PeakEquity Partners generally does not disclose to its client (or the underlying limited partners) how PeakEquity Partners expects to exercise its voting authority with respect to its client's securities in the future.

Item 18 Financial Information

PeakEquity Partners has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage client accounts.