



Alinda Capital Partners Ltd.  
Part 2A of Form ADV  
The Brochure

*Business Address:*  
100 West Putnam Avenue  
Greenwich CT 06830  
203-930-3800  
[www.alinda.com](http://www.alinda.com)

March 2020

This brochure provides information about the qualifications and business practices of Alinda Capital Partners Ltd. (the “Adviser,” “we,” “us” or “our”) and its investment adviser affiliates including Alinda Capital Partners I Ltd., Alinda Capital Partners II Ltd., Alinda Capital Partners III Ltd. and ATA LTD. (each, an “Alinda Adviser” and collectively with Alinda Capital Partners Ltd., “Alinda”). If you have any questions about the contents of this brochure, please contact us at (203) 930-3800. 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. An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

Additional information about Alinda is also available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## ITEM 2. MATERIAL CHANGES

This brochure has been updated since its last annual filing with the SEC on March 31, 2019. We do not believe that any of the changes to the brochure since that date are material. We encourage all recipients to read this brochure carefully in its entirety.

## ITEM 3. TABLE OF CONTENTS

ITEM 2.	MATERIAL CHANGES .....	1
ITEM 3.	TABLE OF CONTENTS .....	1
ITEM 4.	ADVISORY BUSINESS .....	1
ITEM 5.	FEES AND COMPENSATION .....	3
ITEM 6.	PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT .....	7
ITEM 7.	TYPES OF CLIENTS .....	8
ITEM 8.	METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS.....	9
ITEM 9.	DISCIPLINARY INFORMATION .....	17
ITEM 10.	OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS .....	17
ITEM 11.	CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING .....	18
ITEM 12.	BROKERAGE PRACTICES .....	20
ITEM 13.	REVIEW OF ACCOUNTS .....	21
ITEM 14.	CLIENT REFERRALS AND OTHER COMPENSATION .....	21
ITEM 15.	CUSTODY .....	21
ITEM 16.	INVESTMENT DISCRETION .....	22
ITEM 17.	VOTING CLIENT SECURITIES.....	22
ITEM 18.	FINANCIAL INFORMATION .....	22

## ITEM 4. ADVISORY BUSINESS

Alinda is an independent investment advisory firm that focuses on investing in infrastructure and related assets. Alinda was founded in 2005. Alinda's strategy is to source and capitalize on attractive investment opportunities by acquiring, holding, financing and disposing of infrastructure and related investments. Alinda seeks to target investment opportunities that present appropriate risk-reward characteristics and that are capable of providing long-term capital appreciation and current yield.

Alinda provides investment advisory and/or administrative services to investment vehicles sponsored by Alinda 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"). These investment vehicles include the pooled investment vehicles Alinda Infrastructure Fund I, L.P., Alinda Infrastructure Fund II, L.P. Alinda Infrastructure Fund III, L.P. and ATA I, L.P. ("ATA I") (which, together with their respective parallel funds, are referred to as the "Alinda Funds"). In addition to the Alinda Funds, Alinda has established Alinda Airports UK, LP ("Alinda UK Airports"), Eurovision Co-Investor A, L.P. ("Eurovision"), and Euston Co-Investment A, L.P. ("Euston Co-Investment") and may, from time to time, establish

additional co-investment funds (together with Alinda UK Airports, Eurovision, and Euston Co-Investment, each a “Co-Investment Fund”, and the Co-Investment Funds together with the Alinda Funds, the “Funds”) or enter into co-investment arrangements with certain investors to facilitate co-investments alongside the Alinda Funds. Alinda or its affiliates may provide investment advisory services to investors through Separately Managed Accounts (each, a “Separately Managed Account”) on terms and conditions agreed to pursuant to Management Agreements (as defined below) for such Separately Managed Accounts. The Funds and Separately Managed Accounts are sometimes referred to collectively as “Alinda Managed Vehicles”.

Alinda formulates the investment objectives of each Fund, directs and manages the investment and reinvestment of each Fund’s assets, and provides periodic reports to the limited partners or other investors in each Fund (each, a “Limited Partner” or “Investor”). Alinda originates and recommends investment opportunities for the Alinda Managed Vehicles, identifies sources of capital for, structures, monitors and evaluates portfolio investments, recommends the manner and timing of dispositions of portfolio investments and provides such other services related thereto. Specifically, Alinda generally renders the following services in connection with the Alinda Managed Vehicles’ investment programs:

- analyzing and investigating potential portfolio companies, including their businesses and operations;
- analyzing and investigating potential divestitures of portfolio companies, including identification of potential acquirers and evaluation of offers made by such potential acquirers;
- structuring acquisitions and dispositions of portfolio investments;
- identifying and arranging sources of capital and other financing for portfolio investments and portfolio companies;
- supervising the preparation and review of all documents required in connection with the acquisition, disposition or financing of each portfolio investment; and
- monitoring the performance of portfolio companies and, where appropriate, providing advice to the management of the portfolio companies during the life of a portfolio investment.

Investment advice generally is provided to each Alinda Managed Vehicle pursuant to separate investment management agreements (each, a “Management Agreement”). The terms of the services to be provided are set forth in the respective Alinda Managed Vehicle’s Management Agreement. Investment advice is provided by the applicable Alinda Adviser directly to the relevant Alinda Managed Vehicle and not individually to the Limited Partners thereof, subject to the direction and control of the applicable general partner or other governing entity of the Alinda Managed Vehicle (the “General Partner”). The governing documents of a given Alinda Managed Vehicle may establish restrictions on investments in certain types of securities. Any such restrictions are set forth in the governing documents of such Alinda Managed Vehicle, and such governing documents are provided to each applicable Investor prior to investment.

The Funds were organized to make debt and equity investments in infrastructure assets and businesses located primarily in OECD countries, especially in North America and Europe. Separately Managed Accounts may also make debt and equity investments in assets and businesses globally and may invest alongside the Funds in one or more portfolio investments.

As of December 31, 2019, Alinda managed \$5,059,022,342 on a discretionary basis and \$297,502,289 on a non-discretionary basis.

## **ITEM 5. FEES AND COMPENSATION**

The Management Agreements for each Alinda Managed Vehicle, along with specific governing and organizational documents of an Alinda Managed Vehicle, set forth in detail the fee structure relevant to such Alinda Managed Vehicle. The terms of the Management Agreements are generally established at the time of the formation of the applicable Alinda Managed Vehicle. In general, each Management Agreement is only terminable once the applicable Alinda Managed Vehicle is dissolved, wound up or terminated.

Alinda and/or its affiliates typically receive compensation from fees based on a percentage of assets under management, from carried interest allocations and from the reimbursement of certain other fees or expenses. These fees and expenses will vary, but typically will include fees associated with making or selling portfolio investments; legal, accounting and other service provider fees; taxes; commissions and brokerage fees; registration expenses; fees to government regulatory agencies and other expenses such as litigation or broken deal expenses. Investors should review the specific private offering documents of an Alinda Managed Vehicle to fully understand all fees charged by Alinda, its affiliates and others to an Alinda Managed Vehicle and, indirectly, to the Investors in such Alinda Managed Vehicle.

### **Management Fees**

Alinda receives an investment management fee (“Management Fee”) from each of the Alinda Funds and any Separately Managed Accounts, payable quarterly in advance. The amount, manner and calculation of the Management Fee for each Alinda Fund is established in such Alinda Fund’s governing documents and is described in the relevant Private Placement Memorandum (“PPM”). In the event that a Management Agreement with an Alinda Fund is terminated, the applicable Alinda Adviser will typically refund the unused portion of the advisory fees to the relevant Alinda Fund.

Alinda may receive a Management Fee in connection with a co-investment opportunity offered by Alinda and its affiliates. Co-Investment Funds may or may not pay a Management Fee depending on the governing documents of each such Co-Investment Fund.

The amount, manner and calculation of the Management Fee for each Separately Managed Account is disclosed in such Separately Managed Account’s governing documents.

Alinda may, in its sole discretion, waive or defer, in whole or in part, the Management Fee with respect to any Investor. Such waived fee amounts will be invested in the relevant Alinda Managed Vehicle’s investments and will reduce the aggregate capital commitments of the relevant General

Partner and its affiliates. The relevant General Partner will receive a share of profits, if available, in an amount equal to this notional investment and profit thereon.

Certain Investors in the Alinda Managed Vehicles that are employees, business associates or that are otherwise affiliated with Alinda or its personnel (“Alinda Investors”) will typically not pay Management Fee in connection with their investment in an Alinda Managed Vehicle. Such Alinda Investors, however, pay either the pro rata share of certain expenses of such Alinda Managed Vehicle or the pro rata portion of such Alinda Investors’ expenses will be allocated to Alinda or the General Partner of such Alinda Managed Vehicle.

For a description of the specific management fees charged, please see the respective offering documents for the relevant Alinda Managed Vehicle.

### **Organizational Expenses**

Each Alinda Managed Vehicle will bear all reasonable legal and other organizational and offering expenses (“Organizational Expenses”) incurred in the formation of such Alinda Managed Vehicle and related entities. In some situations, organizational expenses in excess of amounts identified in the relevant offering documents for the Alinda Managed Vehicle will reduce the Management Fees otherwise payable by the Limited Partners by an identical amount. Placement fees paid to placement agents engaged to solicit new Investors for an Alinda Fund are based on a point-in-time negotiation. Except as otherwise set out in the governing documents of an Alinda Fund, all fees and expenses paid to such placement agents will be paid by the relevant Alinda Managed Vehicle to reduce the Management Fees otherwise payable by the Limited Partners by an identical amount.

### **Overhead Expenses**

Alinda will pay all of its normal operating overhead and the normal operating overhead of the General Partners of the Alinda Managed Vehicles. Normal operating overhead includes salaries of Alinda’s and its affiliates’ employees, rent and other expenses incurred in maintaining Alinda’s places of business and out-of-pocket costs (not including costs of counsel or other third persons) incurred in the preliminary investigation of investment opportunities that are not actively pursued. Normal operating overhead would not include certain amounts (such as Organizational Expenses) described in the respective governing documents of the relevant Fund or Separately Managed Account.

Certain Alinda personnel may be seconded to one or more portfolio companies to provide certain services with respect thereto, and the compensation for such personnel during the secondment will be borne by such portfolio companies (in whole or in part). To the extent Alinda receives any fee or expense reimbursement from such portfolio companies with respect to such seconded personnel, such amounts will not result in any offset to the Management Fee.

### **Other Fees and Expenses**

Detailed information regarding the fees charged to the Funds is provided in each Fund’s respective governing documents. In addition to Management Fees and carried interest, Investors will bear

indirectly the costs, expenses and liabilities incurred by or arising out of the operation, administration and activities of the relevant Fund or Separately Managed Account. Such fees and expenses will vary, but generally include:

- (a) the fees and expenses relating to the evaluation, acquisition, holding and disposition of consummated or proposed but unconsummated investments of the relevant Alinda Managed Vehicle, to the extent not reimbursed by a portfolio company or other person;
- (b) interest on, and fees and expenses related to or arising from, the indebtedness of such Fund or Separately Managed Account;
- (c) the Fund's pro rata share of premiums for insurance;
- (d) legal, custodial, accounting, administrative, depository and other expenses of advisers, consultants or service providers, including fees, expenses, costs and other charges specifically allocated to such Fund or Separately Managed Account by Alinda to provide tax compliance, filing and reporting services to such Fund or Separately Managed Account, and expenses and other related costs incurred in connection with the provision of such services, including expenses paid or incurred in connection with the preparation of financial statements, tax returns and Schedules K-1 and representation of the Fund or Investors by the tax matters partner;
- (e) auditing, banking and consulting expenses;
- (f) appraisal and valuation expenses;
- (g) expenses related to organizing persons through or in which such Fund's portfolio investments may be made;
- (h) costs and expenses of any Investor advisory committee or any outside advisory council;
- (i) litigation, indemnity and settlement expenses and other costs and expenses that are classified as extraordinary expenses under generally accepted accounting principles;
- (j) taxes and other governmental charges, fees and duties payable by the Fund;
- (k) fees, costs and expenses relating to compliance, reporting-related and regulatory matters relating to the Alinda Managed Vehicle's activities (including, but not limited to, fees, costs and expenses related to the preparation and filing of Form PF or other reports to be filed with the U.S. Securities and Exchange Commission, U.S. Commodity Futures Trading Commission and the initial and ongoing reports, disclosures, filings and notifications of the Manager and its Affiliates prepared in accordance with the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and its implementing measures, but excluding the costs of Alinda's general compliance with the Advisers Act);
- (l) costs of reporting to Investors, the costs of holding meetings of Investors and the costs and expenses of administering side letters entered into with Investors (including the process of distributing and implementing applicable elections pursuant to any "most-favored-nations" clauses in side letters); and
- (m) costs of winding up, liquidating and dissolving such Fund or Separately Managed Account.

Alinda and its affiliates provide and may in the future provide services to one or more portfolio companies of certain Alinda Managed Funds, including financing activities, administrative services, operational and/or construction management services and similar services that may otherwise be provided by third parties engaged by such portfolio companies to provide such services. In connection with such activities, Alinda and its affiliates may receive management fees, administrative fees and similar payments pursuant to services agreements; such payments will not be considered fees received by Alinda or its affiliates that are subject to offset or otherwise reduce Management Fee payable to Alinda.

A portfolio company or, in the case of a prospective portfolio company, the Alinda Managed Vehicles, have in the past and may in the future, reimburse Alinda for expenses (including, without limitation, travel expenses, which generally include expenses for travel (which may include chartered, first class or business class travel expenses), meals and entertainment expenses) incurred by Alinda in connection with its performance of services for, or diligence with respect to, such portfolio company and such expenses will not be considered fees received by Alinda or its affiliates that are subject to offset or otherwise reduce Management Fee payable to Alinda.

Alinda may be entitled to receive other fees in connection with an Alinda Managed Vehicle's investment activities, including net break-up, monitoring, directors', organizational, advisory, underwriting, syndication and other similar fees in connection with the purchase, monitoring and/or disposition of portfolio investments or from unconsummated transactions. The receipt by Alinda of any such fees generally results in a 100% offset of the Management Fee as provided in the relevant Alinda Managed Vehicle's governing documents; any such fees will first be allocated among the relevant Fund, any other Alinda Managed Vehicle and other funds participating in such investment. The amount of such fees allocable to such other participating funds will not result in an offset of the Management Fee, even if such other funds provide for lower or no management fees for the Investors or participants therein. Co-Investment Funds (including any vehicles established in connection with Alinda's employee co-investment rights) generally will not share in broken-deal expenses or receive any benefit from break-up fees relating to unconsummated transactions.

Alinda may engage and/or retain strategic/senior advisors, consultants and other similar professionals who are not employees or affiliates of Alinda ("Senior Advisors") and who may, from time to time, receive payments from, or allocations with respect to, portfolio companies and/or from Alinda or Alinda Managed Vehicles. In such circumstances, such payments and/or allocations relating to portfolio companies and/or such an Alinda Managed Vehicle may not be deemed paid to or received by Alinda, and such amounts will not be subject to the Management Fee offset provisions described above. These Senior Advisors may also receive reimbursement of expenses incurred in connection with their activities on behalf of the relevant Alinda Managed Vehicle and may have the right or may be offered the ability to co-invest alongside such Alinda Managed Vehicle, including in those investments in which they are involved or otherwise participate in equity plans for management of any such portfolio companies, which may give rise to additional conflicts of interest relating to the relevant Alinda Managed Vehicle's investment activities. The nature of the relationship with each of the Senior Advisors and the amount of time devoted or required to be devoted by them varies considerably. In certain cases, they provide Alinda with industry-specific insights and feedback on investment themes, assist in transaction due diligence and make

introductions to and provide reference checks on management teams. In other cases, they may take on more extensive roles and serve as executives or directors on the boards of portfolio companies or contribute to the origination of new investment opportunities. In certain instances Alinda may have formal arrangements with these Senior Advisors (which may or may not be terminable upon notice by any party), and in other cases the relationships may be more informal. They may be compensated (including pursuant to retainers and expense reimbursement) by Alinda, an Alinda Managed Vehicle and/or portfolio companies, or be otherwise uncompensated unless and until an engagement with a portfolio company develops.

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

Carried interest is a share of the net profits realized on the disposition of investments (“Carried Interest”) that is paid to each Alinda Fund’s General Partner as an incentive to maximize performance of the Alinda Fund. The amount of and method for calculating Carried Interest for a given Alinda Fund is described in the governing documents of such Alinda Fund. The General Partner of an Alinda Fund or its affiliates receives the Carried Interest. Each such General Partner’s carried interest allocation is additional to any investment that such General Partner may have in the respective Alinda Fund. Co-Investment Funds may or may not pay Carried Interest based on their respective governing documents. In the case of Separately Managed Accounts, Alinda may be entitled to a performance-based fee (“Performance Fee”) in an amount calculated in accordance with the governing documents of the relevant Separately Managed Account.

These arrangements may create an incentive for Alinda to make investments on behalf of the Funds or Separately Managed Accounts and to make decisions regarding the timing and manner of the realization of such investments that are riskier or more speculative than would be the case in the absence of such compensation. The existence of the Carried Interest or Performance Fees may also incentivize Alinda to dedicate increased resources and allocate more profitable investment opportunities to an Alinda Managed Vehicle whose distribution characteristics would allow Alinda or its affiliates to receive a higher Carried Interest or Performance Fees (or to be paid a Carried Interest sooner) based on the success of portfolio investments. Further, Alinda may be incentivized to allocate investment opportunities to Funds that, based on investment performance, are not required to reimburse the Fund for losses attributable to prior unprofitable investments.

Each Alinda Managed Vehicle has a specified investment objective that is focused on a particular geography and investment strategy. Investment opportunities that satisfy the investment parameters of a particular Alinda Managed Vehicle typically will be allocated to that Alinda Managed Vehicle, while co-investing opportunities will be allocated in a manner consistent with the co-investing terms established in that Fund’s governing documents. In certain cases, however, an investment opportunity may be appropriate for more than one Alinda Managed Vehicle. As discussed under the heading “Allocation of Investment Opportunities” below, these opportunities are allocated in accordance with Alinda’s written policies and procedures, taking into account the applicable provisions of the Fund governing documents.

## **ITEM 7. TYPES OF CLIENTS**

Alinda provides discretionary investment advisory services to the Funds and non-discretionary investment advisory services to the Separately Managed Accounts. The Funds are private funds that qualify for exclusion from the definition of an investment company under Section 3(c)(1) and/or Section 3(c)(7) of the Investment Company Act of 1940. Investment advice is provided directly to the Funds and Separately Managed Accounts and not individually to the Limited Partners. Investors in the Funds or Separately Managed Accounts may include, but are not limited to, high net worth individuals, pension plans (corporate, state and foreign), sovereign wealth funds, endowments, foundations, banks, pooled investment vehicles (e.g., funds-of-funds), trusts, estates or charitable organizations and corporate or business entities.

### **Minimum Investment**

The minimum commitment for a Limited Partner of an Alinda Fund is outlined in its governing documents. Generally, the minimum commitment is set at \$10,000,000 although the General Partner of an Alinda Fund has the authority to accept less (and has in the past accepted less) than the minimum commitment.

### **Investor Eligibility**

Investors in the Funds and in Separately Managed Accounts generally will be required to meet certain suitability qualifications, such as being an “accredited investor” within the meaning set forth in Rule 501(a) of Regulation D under the Securities Act. Also, Investors will be required to make certain representations when investing in a Fund or Separately Managed Account, including, but not limited to, that (i) they are acquiring an interest for their own account, (ii) they received or had access to all information they deem relevant to evaluate the merits and risks of the prospective investment and (iii) they have the ability to bear the economic risk of an investment in the Fund or Separately Managed Account. Details concerning applicable Investor suitability criteria are set forth in the respective Fund’s or Separately Managed Account’s offering documents and subscription materials, which are furnished to each Investor.

### **Co-Investment Funds**

Where appropriate, Alinda intends, but is not obligated, to provide co-investment opportunities to certain Investors in the Alinda Funds. These co-investment opportunities may be offered as interests in a limited partnership or other similar entity formed for each investment. Alinda will allocate the available investment among the Funds, the co-investors and any third parties as it may determine in accordance with the relevant Alinda Fund’s governing documents.

### **Parallel Funds**

One or more parallel funds may be organized by Alinda for legal, regulatory or tax reasons. The parallel funds will invest on a pro rata basis in all Alinda Fund transactions and are managed in

accordance with the provisions of the Alinda Fund for which the applicable parallel fund was created.

### **Side Letters**

The General Partner of a Fund may enter into additional written agreements (“Side Letters”) with one or more Limited Partners. These Side Letters may entitle a Limited Partner to make an investment in the Fund on terms other than those described in the Fund’s governing documents. Any such terms, including, for example, with respect to (i) excuse or exclusion rights with respect to particular investments, including, as a result of specific Investor policies or applicable laws, rules and/or regulations, (ii) additional or different reporting obligations, (iii) special or priority rights and/or terms with respect to an investment in the Fund and/or co-investment allocation, participation and/or the terms thereof including, in each case, discounted or waived management fees and/or carried interest arrangements with respect to one or more Limited Partners or groups thereof, (iv) rights or terms due to legal, regulatory or policy characteristics applicable to a Limited Partner (including with respect to limits on indemnification obligations), (v) additional obligations and restrictions with respect to the structuring of any particular Investment in light of the legal, tax and regulatory considerations of particular Limited Partners, (vi) matters relating to the General Partner’s exercise of discretion on certain matters, or (vii) any other matters described therein, may be more favorable than those offered to any other Limited Partners. In certain instances, a Side Letter entered into with a Limited Partner may have an adverse effect on the Fund; for example, if a General Partner or Fund enters into a Side Letter entitling a Limited Partner to be excused from a particular investment, any election to be excused by such Limited Partner may increase other Limited Partners’ *pro rata* interests in that particular investment. If a General Partner enters into any Side Letter that establishes rights or benefits in favor of a Limited Partner that are more favorable in any material respect than the rights and benefits established in favor of the other Limited Partners, the General Partner will generally offer to each other Limited Partner in the relevant Fund the opportunity to elect to receive such rights and benefits as established by the provisions of such Side Letter, to the extent reasonably applicable and subject to certain limitations described in the governing documents of the relevant Fund.

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

### **Methods of Analysis**

Alinda’s due diligence process is designed to develop a thorough understanding of a target company’s business, markets and competitive position and to develop a three- to five-year strategic and operating plan for the business. In conducting due diligence, Alinda relies on the skills and experiences of the Alinda investment professionals but also often contracts with third-party consultants and outside advisers to assist with specific components of the due diligence process.

Alinda’s business due diligence review with respect to a potential investment typically focuses on the following areas: the company’s competitive position and its performance, including a review of performance and prospects for the infrastructure services provided by the company; attractiveness of the sector in which the company competes and trends affecting that sector; management structure, incentives and organization; review of the company’s competitors; structure of the company’s

customer base and distribution channels; the quality and useful life of the company's assets; opportunities for growth either organically or through acquisitions; supplier arrangements; cost position and opportunities to improve margins through efficiencies; and exit strategies. In addition, Alinda conducts a thorough tax, legal, accounting and environmental review.

### **Investment Strategy**

The main investment objectives of each Alinda Managed Vehicle are to seek capital appreciation and current income by acquiring, holding, financing, refinancing and disposing of investments and related assets primarily in "target markets," as outlined in each of the respective Alinda Managed Vehicle's governing documents. Each Alinda Managed Vehicle will make investments primarily through direct private placements. Each investment will be made through execution of definitive legal documentation, including, but not limited to, a sale and purchase agreement, equity contribution agreement, loan agreement, financing agreement and guarantee agreement and/or credit support agreement.

### **Reinvestment of Capital**

The Funds may recall for reinvestment or payment of fund expenses the return of capital from any dispositions of investments received by the Funds subject to certain timing and other restrictions described in the Funds' governing documents.

### **Bridge Investments**

The Funds may provide interim financing to, or make investments that are intended to be of a temporary nature in, any portfolio company, subject to certain timing and other restrictions described in the Funds' governing documents ("**Bridge Investments**"). Capital contributions drawn for Bridge Investments are excluded from the cumulative internal rate of return with respect to the computation of carried interest, as described in the Funds' governing documents.

### **Investment Risks**

Investing in securities involves a substantial degree of risk and no guarantee or representation is made that an Alinda Managed Vehicle will achieve its investment objective or that Limited Partners will receive a return of their capital. The descriptions contained below are a brief overview of major risks related to Alinda's investment strategy and generally are applicable to each Fund and Separately Managed Account. The risks summarized below are outlined in greater detail in the PPM provided to each applicable Investor prior to investment, and the PPM of a given Alinda Managed Vehicle generally will address additional risks. Investors should consult the PPM for a complete description of the risks involved in investing in an Alinda Managed Vehicle.

### **Competitive Nature of an Alinda Managed Vehicle's Business**

The business of the Alinda Managed Vehicles is highly competitive. The Alinda Managed Vehicles will be competing for investment opportunities against other groups, including other private equity funds and hedge funds, large and well-capitalized industrial groups and commercial, investment and merchant banks. Some of these competitors could have more relevant experience than Alinda's investment professionals, financial and strategic resources significantly in excess of those available

to the Alinda Managed Vehicles, may be willing to provide financing and other operational assistance to infrastructure investments on more favorable terms than an Alinda Managed Vehicle and may make competing offers for investment opportunities that are identified by an Alinda Managed Vehicle. It is possible that competition for investment opportunities may increase, thus reducing the number of opportunities available to an Alinda Managed Vehicle and adversely affecting the terms upon which investments can be made. Consequently, Alinda may be unable to identify and consummate a sufficient number of opportunities to permit an Alinda Managed Vehicle either to invest all of its committed capital, to diversify its investments to the extent anticipated or to meet its return objectives.

#### **Valuation of Assets**

Most of the securities owned by the Alinda Managed Vehicles are not publicly traded and are required to be valued at fair value. When estimating the relevant fair value, Alinda 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 properly valued is an important focus of Alinda.

#### **Uncertainty of Estimates and Financial Projections**

Estimates or projections of economic and market conditions, supply and demand dynamics and other key investment-related considerations are key factors in evaluating potential investment opportunities and valuing an Alinda Managed Vehicle's investment program. These estimates are subject to wide variances based on changes in interest rates, market conditions or Alinda's underlying assumptions, which in many cases assume that such key trends continue to improve or do not deteriorate. Accordingly, it is possible for such estimates to be significantly revised from time to time, creating significant changes in the value of the company subject to such factors. Projected operating results will often be based on judgments, estimates or perceptions of future activity. Projections are only estimates of future results, which are based on assumptions made at the time such projections are developed. In addition, certain information contained herein is based upon third party forecasts, estimates or projections.

#### **Implementation of Business Plans and Growth Initiatives; Regulatory Developments**

In certain cases, the performance of investments by an Alinda Managed Vehicle will be dependent, in large part, upon the target portfolio company's ability to successfully implement and execute its business plans and growth initiatives, both in connection with achieving capital appreciation over the long-term and providing Investors with current cash yields. The portfolio company may be unable to successfully implement any such business plans and/or growth initiatives or ensure that Investors will receive any capital appreciation or current cash yield with respect to an Alinda Managed Vehicle's investments.

In addition, changes beyond Alinda's control, including adverse regulatory changes affecting infrastructure and/or related industries generally, or an Alinda Managed Vehicle's investments in particular, and/or any changes in the pricing of feedstock commodities, and/or general supply and demand levels relating to infrastructure assets, may adversely affect a portfolio company's ability to implement its business plans and achieve capital appreciation and/or current cash yield. Furthermore, any such circumstances may have an adverse impact on the value of an Alinda Managed Vehicle's investments.

**General Economic and Market Conditions**

The success of an Alinda Managed Vehicle's investment activities will be affected by general economic, real estate and market conditions, as well as a number of other economic factors that are outside of Alinda's control. These factors include, but are not limited to, changes in laws (including laws relating to taxation of an Alinda Managed Vehicle's portfolio investments), fluctuations in currency exchange rates and interest rates, availability of credit, credit defaults, changes in the relative prices of commodities or securities, inflation rates, economic uncertainty, trade barriers, currency exchange controls, general economic and market conditions and activity, and national and international political, environmental and socioeconomic circumstances. General fluctuations in the market prices of securities, commodities, production inputs, and/or interest rates may affect an Alinda Managed Vehicle's investment opportunities and the value of an Alinda Managed Vehicle's portfolio investments. Volatility in the financial markets also may adversely impact an Alinda Managed Vehicle's ability to achieve its investment objectives.

**Public Health Risk**

Certain countries have been susceptible to epidemics, such as severe acute respiratory syndrome, avian flu, H1N1/09 flu and, most recently, the coronavirus. The outbreak of an infectious disease or any other serious public health concern, together with any resulting restrictions on travel or quarantines imposed, could negatively impact the economy and business activities of any country in which the Alinda Managed Vehicles may invest and thereby adversely affect the performance of the applicable Alinda Managed Vehicle's portfolio investments.

**Consequences of Default**

In the event that a Limited Partner defaults with respect to any portion of its capital commitment, such Limited Partner will be subject to the default remedies set forth in the governing documents of the relevant Alinda Managed Vehicle and may be required to forfeit a substantial portion of its interest in the Alinda Managed Vehicle. Any such default may cause an Alinda Managed Vehicle to be unable to pay its obligations when due and to be subject to significant penalties that could have a materially adverse effect on the returns to Limited Partners. A default by a Limited Partner may also limit an Alinda Managed Vehicle's ability to incur borrowings and to avail itself of what would otherwise have been available credit. In addition, if a Limited Partner defaults, non-defaulting Limited Partners may be obligated to make capital contributions (in proportion to, but not in excess of, their unused Capital Commitments) to an Alinda Managed Vehicle to make up for the amounts not paid by such defaulting Limited Partner.

**Certain Effects of Default and Bankruptcy**

Each of an Alinda Managed Vehicle's portfolio companies or its assets may be pledged to third parties, including senior lenders and could be foreclosed upon or otherwise acquired by such parties under certain circumstances, including an incipient and/or unremedied default. In the event of the bankruptcy of a portfolio company, prior distributions to an Alinda Managed Vehicle may be reclaimed if such prior payments are determined to have been a "preference" payment or fraudulent conveyance under applicable bankruptcy and related laws and regulations.

**Investments in Troubled Entities**

An Alinda Managed Vehicle may invest in assets or entities that are experiencing operational, managerial, financial or other difficulties. Investments in these assets or entities will require more

extensive time and effort on the part of the Alinda Managed Vehicle and carry a greater risk of bankruptcy or liquidation. In such an event, the Alinda Managed Vehicle may be exposed to the risk of legal proceedings of uncertain duration, legal costs of uncertain magnitude and to the possibility of little or no return on its investment.

#### **Certain Regulatory Considerations**

New laws and regulations, changing regulatory schemes and the burdens of regulatory compliance may negatively impact the performance of Alinda, an Alinda Managed Vehicle or any related portfolio companies or other entities. Such legislation and regulations may, directly or indirectly, (i) require Alinda to provide reports and other disclosures to Investors, counterparties, creditors and regulators, (ii) cause Alinda to alter its management of an Alinda Managed Vehicle, including for the purposes of avoiding increased regulatory burdens, (iii) limit the types and structures of the investments available to an Alinda Managed Vehicle, including limitations on the use of leverage, or (iv) otherwise change or restrict the operations of an Alinda Managed Vehicle.

#### **Lack of Diversification**

An Alinda Managed Vehicle will concentrate its investments in a small number of investments comprising equity and equity-like securities, together with certain types of debt securities, of entities engaged in the ownership, operation and development of infrastructure and related assets. The investments will not be broadly diversified. An Alinda Managed Vehicle may, therefore, be subject to greater risk of loss than a more broadly diversified fund.

#### **Lack of Control**

An Alinda Managed Vehicle's investments may include minority positions in portfolio investments, without power to exert significant control over such portfolio entities' partnership committees or boards of directors and management. Although Alinda will monitor the performance of each investment, it will rely significantly on the management and boards of directors of such entities, which may include representatives of other Investors with whom an Alinda Managed Vehicle is not affiliated and whose interests or views may conflict with the interests of an Alinda Managed Vehicle.

#### **Risks Associated with Non-U.S. Investments**

*Political Risks.* Investments may be adversely affected by changing political environments, regulatory restrictions, and changes in government institutions and policies in the countries in which an Alinda Managed Vehicle invests or in the countries which affect suppliers and customers of products and services critical to an Alinda Managed Vehicle's investments.

*Economic and Political Risks.* Changes in policy with regard to taxation, fiscal and monetary policies, and repatriation of profits, as well as adverse changes in prevailing political or socioeconomic conditions and/or other economic regulations are possible, any of which could have an adverse effect on private investments. The economies of the countries in which an Alinda Managed Vehicle will invest may differ favorably or unfavorably from the U.S. economy with regard to the rate of growth of gross domestic product, the rate of inflation, interest rates, capital reinvestment, resource self-sufficiency and balance of payments.

*Legal Risks.* Laws and regulations in certain jurisdictions, including those relating to investment and taxation of foreign entities, may be subject to change or evolving interpretation. Further,

situations may arise where legal action is pursued in multiple jurisdictions. Certain jurisdictions may have less developed corporate laws regarding fiduciary duties and the protection of Investors.

*Accounting Standards.* Investments may be made in countries where generally accepted accounting standards and practices differ significantly from those practiced in the United States. The evaluation of potential investments and the ability to perform due diligence may be affected. The financial information appearing on the financial statements of a company operating in one or more countries outside the United States may not reflect its financial position or results of operations in the way that they would be reflected if the financial statements had been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”).

*Tax Risks.* An Alinda Managed Vehicle and/or the Limited Partners could become subject to additional or unforeseen taxation or tax return filing obligations in jurisdictions in which an Alinda Managed Vehicle operates and invests. Changes to taxation treaties (or their interpretation) between the United States and the countries in which an Alinda Managed Vehicle invests may adversely affect the Alinda Managed Vehicle’s ability to efficiently realize income or capital gains.

*Local Intermediary Risks.* Certain of an Alinda Managed Vehicle’s transactions may be undertaken through local brokers, banks or other organizations outside the United States, and an Alinda Managed Vehicle may be subject to the risk of default, insolvency or fraud of such organizations. There can be no assurance that any money advanced to such organizations will be repaid or that an Alinda Managed Vehicle would have any recourse in the event of default. The collection, transfer and deposit of bearer securities and cash expose an Alinda Managed Vehicle to a variety of risks, including theft, loss and destruction. An Alinda Managed Vehicle will also be dependent upon the general soundness of the banking systems of the countries in which it invests.

*Restrictions on Repatriation of Capital and Profits.* The countries in which an Alinda Managed Vehicle invests may control, in varying degrees, the repatriation of capital and profits that results from foreign investment. Consequently, an Alinda Managed Vehicle may not be permitted to repatriate capital or profits, if any, over the term of its activities. Repatriation of investment income, capital and the proceeds from sales of securities by foreign Investors, such as an Alinda Managed Vehicle, may require governmental registration and approval in some countries. An Alinda Managed Vehicle could be adversely affected by delays in, or a refusal to grant, required governmental registration or approval for any such proposed repatriation.

**Risks Relating to Due Diligence of, and Conduct at, the Portfolio Companies**

Before making investments, Alinda will conduct the due diligence it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisers, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees, depending on the type of investment. Such involvement of third party advisers or consultants may present a number of risks, primarily relating to Alinda’s reduced control of the functions that are outsourced. In addition, if Alinda is unable to engage third-party providers in a timely fashion, its ability to evaluate and acquire more complex targets could be adversely affected. When conducting due diligence and making an assessment regarding an investment, Alinda will rely on the resources available to it, including information provided by the target of the investment and, in some circumstances, third-

party investigations. The due diligence investigation that Alinda carries out with respect to any investment opportunity may not reveal or highlight all the relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in the investment being successful.

#### **Reliance on Portfolio Company Management**

The day-to-day operations of each portfolio company will be the responsibility of the investment's management team. Although Alinda will be responsible for monitoring the performance of each investment and intends to invest in companies operated by strong management, the existing management team, or any successor, may not be able to operate the company in accordance with an Alinda Managed Vehicle's plans. Additionally, portfolio companies may need to attract, retain and develop executives and members of their management teams. The market for executive talent can be, notwithstanding general unemployment levels or developments within a particular industry, extremely competitive. Consequently, portfolio companies may not be able to attract, develop, integrate and retain suitable members of its management team and, as a result, an Alinda Managed Vehicle may be adversely affected thereby.

#### **Risks Associated with Third Party Co-Investors**

An Alinda Managed Vehicle may invest alongside strategic, financial or other third party co-investors. An Alinda Managed Vehicle's ability to achieve certain co-investment objectives assumes that the Alinda Managed Vehicle will be able to negotiate and execute mutually acceptable terms and conditions in respect thereof with such third party co-investors. Such investments will involve additional risks which may not be present in investments which do not involve a third party co-investor, including the possibility that a third party co-investor may at any time have economic or business interests or goals that are not consistent with those of the Alinda Managed Vehicle, may be in a position to take action contrary to the Alinda Managed Vehicle's investment objectives or may default on its obligations. An Alinda Managed Vehicle may not be successful in mitigating these risks contractually through co-investment agreements. In addition, under certain circumstances an Alinda Managed Vehicle may be liable for the actions of its third party co-investors. To reduce the possibility of liability, an Alinda Managed Vehicle will seek to hold its assets through limited liability entities and, where appropriate, obtain indemnities from its third party co-investors.

#### **Risks Associated with Agreements Made in Connection with Investment Activities**

As part of the acquisition and disposition of investments on behalf of an Alinda Managed Vehicle and/or its affiliates and the management of their respective investments, Alinda may from time to time enter into agreements in connection with acquisitions, dispositions and/or other investment-related matters that impose restrictions on an Alinda Managed Vehicle and/or its Affiliates, which may effectively preclude an Alinda Managed Vehicle and/or such Affiliates from pursuing and/or consummating investments in certain asset classes, sectors and/or geographic regions that may otherwise be appropriate for an Alinda Managed Vehicle and/or such Affiliates. Any such arrangements may materially restrict the investment flexibility of an Alinda Managed Vehicle and/or its Affiliates and make it more difficult for an Alinda Managed Vehicle and/or its Affiliates to consummate attractive investment opportunities and effectively achieve their investment objectives.

## **Operational Risks**

*Regulatory Risks.* An Alinda Managed Vehicle's investments may be subject to statutory and regulatory requirements, including those imposed by zoning, environmental, safety, labor and other regulatory or political authorities. The adoption of new laws or regulations, or changes in the interpretation of existing laws or regulations, could have a material adverse effect on portfolio investments and thus on an Alinda Managed Vehicle's ability to meet its investment objectives. Such changes could necessitate the creation of new business models and the restructuring of investments to meet regulatory requirements, which may be costly and/or time-consuming. In addition, failure to obtain, or a delay in obtaining, relevant permits or approvals could hinder construction or operation and could result in fines or additional costs for the project entity, which could have a material adverse effect on an Alinda Managed Vehicle's investment projects.

*Operating and Technical Risks.* Investments in infrastructure and related assets may be subject to operating and technical risks, including the risk of mechanical breakdown, spare parts shortages, failure to perform according to design specifications, labor strikes, labor disputes, work stoppages and other work interruptions, and other unanticipated events which adversely affect operations. An operating failure may lead to loss of a license, concession or contract on which a portfolio investment is dependent.

*Environmental Risks.* An owner or operator of infrastructure and related assets may be held jointly and severally and/or strictly liable for past and future damages caused by environmental pollutants located on or emitted from, or otherwise attributable to, the asset, as well as for the costs of remediation and, in some circumstances, fines or other penalties. These liabilities may exceed the value of the infrastructure asset at issue and may result in claims against the owner or operator that would result in the loss of other assets of the owner or operator. Environmental liabilities may arise as a result of a large number of factors, including changes in laws or regulations and the existence of conditions that were unknown at the time of acquisition or operation.

*Catastrophic and Force Majeure Events.* An Alinda Managed Vehicle's investments may be subject to catastrophic events and other *force majeure* events in the construction, technical and operational phases, such as fires, earthquakes, adverse weather conditions, changes in law, eminent domain, war, riots, terrorist attacks and similar risks. These events could result in the partial or total loss of an investment or significant down time resulting in lost revenues, among other potentially detrimental effects. Any loss from such events may not be recoverable under relevant insurance policies. Business interruption insurance is not always available, or economic, to protect the business from these risks.

*Cyber Risks.* As the use of technology has become more prevalent in the course of business, Clients have become more susceptible to operational and financial risks associated with cyber security, including, among other things, theft, loss, misuse, improper release, corruption and destruction of, or unauthorized access to, confidential or highly restricted data relating to a Client, its underlying investors and its proprietary investment strategies, and compromises or failures of systems, networks, devices and applications relating to the operations of a Client and its service providers. Cyber security breaches may involve unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) or may also result from outside attacks such as denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users).

Cyber attacks affecting a Client or its service providers (including, but not limited to, its investment adviser and its custodian or their agents) may result in financial losses to the Client and its investors; the inability of the Client to transact business with its investors; delays or mistakes in the calculation of capital account balances or other materials provided to investors; the inability to process redemptions and subscriptions; violations of privacy and other laws; regulatory fines, penalties and reputational damage; and compliance and remediation costs, legal fees and other expenses. Similar types of cyber security risks are also present for issuers of securities in which a Client may invest, which could result in material adverse consequences for such issuers and may cause the Client's investment therein to lose value. While measures have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in such measures and there is no guarantee those measures will be effective, particularly since the Client does not directly control the cyber security measures of its service providers, financial intermediaries and companies in which it invests or with which it does business.

#### **ITEM 9. DISCIPLINARY INFORMATION**

Alinda and/or its employees (employees for this purpose shall also include partners of Alinda) have not been involved in any legal or disciplinary events in the past 10 years that would be material to an Investor's evaluation of Alinda or its personnel. In connection with litigation filed against portfolio companies, Alinda and certain of its employees may have been and may continue to be named as co-defendants as a result of their relationship with such portfolio companies (e.g., in the case of employees, in their capacity as directors of such portfolio companies).

#### **ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

##### General Partners

Alinda is affiliated with the General Partners of each Alinda Managed Vehicle. The General Partners may provide investment management and portfolio company management services to their associated Alinda Managed Vehicles; however these companies are not separately registered as an investment adviser with the United States Securities and Exchange Commission and instead rely on the registration of the Adviser. Alinda (or the General Partner for a given Alinda Managed Vehicle) will be responsible for all decisions regarding portfolio transactions of the Alinda Managed Vehicles and has full discretion over the management of the Alinda Managed Vehicles' investment activities. While the General Partners are not separately registered as an investment adviser, all of their investment advisory activities are subject to the Advisers Act and the rules thereunder. In addition, employees and persons acting on behalf of the General Partner are subject to the supervision and control of Alinda. Thus, the General Partners, all of their employees and the persons acting on their behalf would be "persons associated with" the registered investment adviser so that the SEC could enforce the requirements of the Advisers Act against the General Partners.

##### Advisory Affiliates

Alinda has two affiliated entities that provide services to Alinda:

- (a) Alinda Capital Partners LLC, a Delaware limited liability company, with its principal business office located in Greenwich, CT, and
- (b) Alinda Capital Partners LLP, an English limited liability partnership, which is authorized by the UK Financial Conduct Authority and has its principal business office in London, England.

These affiliates provide investment advice to Alinda in addition to certain administrative, portfolio management and related services to Alinda and the Alinda Managed Vehicles. None of these affiliates make any investment-related decisions.

### Other Activities

Employees of Alinda and its affiliates may serve as directors and officers of certain portfolio companies and, in that capacity, will be required to make decisions that consider the best interests of such portfolio companies and their respective shareholders. In certain circumstances, for example in situations involving bankruptcy or near-insolvency of a portfolio company, actions that may be in the best interests of the portfolio company may not be in the best interests of the Alinda Managed Vehicles, and vice versa. Accordingly, in these situations, there will be conflicts of interest between such individual's duties as an employee of Alinda and such individual's duties as a director or officer of such portfolio company.

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

### Code of Ethics

Pursuant to Rule 204A-1 of the Investment Advisers Act of 1940, as amended ("Advisers Act"), Alinda has adopted a written Code of Ethics (the "Code") predicated on the principle that Alinda owes a fiduciary duty to the Alinda Managed Vehicles and their respective Investors. The Code is designed to address and avoid potential conflicts of interest and is applicable to any person who provides investment advice on behalf of Alinda and is subject to the supervision and control of Alinda (a "Supervised Person") and all officers, directors, principals, partners, employees or contractors of Alinda (collectively, together with the Supervised Persons, the "Employees"). Alinda requires its Employees to act in the Alinda Managed Vehicles' best interests, abide by all applicable regulations and avoid any action that is, or could even appear to be, legally or ethically improper.

In general, the Code requires pre-clearance approval before purchasing an IPO or limited offering (i.e., private placement); requires periodic reporting of Employees' personal securities transactions and all holdings; and requires prompt internal reporting of Code violations. Alinda endeavors to maintain current and accurate records of all personal securities accounts of its Employees in an effort to monitor all such activity. A copy of the Code is available to any Investor or prospective Investor upon request.

## **Interest in Client Transactions**

### **Investment in General Partners**

Alinda, its employees or a related entity may invest in or alongside the Funds through the General Partners, as direct Investors in the Funds or otherwise. Management fees and Carried Interest or other Performance Fees assessed on such investments may be either substantially reduced or waived entirely by Alinda, a Fund or its General Partner, as applicable.

### **Principal Transactions**

Alinda and its personnel do not purchase any securities for their own personal accounts from, or sell any securities for their own personal accounts to, Alinda Managed Vehicles. However, from time to time, subject to the governing documents of the applicable Alinda Managed Vehicle, an Alinda Managed Vehicle may sell securities to another Alinda Managed Vehicle through an internal cross transaction. No transaction-related fees will be charged to Alinda Managed Vehicles in connection with the completion of a cross trade. Cross trades may be viewed as principal transactions due to the ownership interest in the Alinda Managed Vehicle by Alinda and its personnel. Cross transactions and principal transactions may give rise to conflicts of interest between Alinda Managed Vehicles. For example, Alinda may have an incentive to cause the Alinda Managed Vehicles to engage in transactions at an unfavorable price or under other unfavorable terms or, more generally, to not act in the best interests of the Vehicles. In circumstances where a cross transaction may be viewed as a principal transaction, Alinda will comply with the requirements of Section 206(3) of the Advisers Act. Alinda has established internal policies and procedures designed to comply with the Advisers Act, which policies and procedures require that:

- (a) each proposed principal transaction be approved by Alinda's Chief Compliance Officer and consented to by the Advisory Committee of each participating Alinda Managed Vehicle;
- (b) the transaction be in the best interests of all participating Alinda Managed Vehicles; and
- (c) no Alinda Managed Vehicle is either overpaying for an investment or is unduly discounting the consideration it is to receive.

## **Allocation of Investment Opportunities**

Alinda may, from time to time, sponsor, close, manage or acquire one or more Alinda Managed Vehicles that have investment objectives that overlap with those of one or more other Alinda Managed Vehicles. In such circumstances, investment opportunities that fall within such overlapping objectives will generally be allocated between or among one or more of the Funds and such other Alinda Managed Vehicles on a basis that Alinda determines in good faith to be "fair and reasonable," taking into account the "Allocation Considerations" described in the governing documents of the relevant Alinda Managed Vehicles. In addition, an Alinda Managed Vehicle may from time to time enter into arrangements with Co-Investors or other third parties whereby a portion of an investment opportunity otherwise appropriate for the Fund may be allocated to such Co-Investors and other third parties. The appropriate allocation between one or more of the Alinda Managed Vehicles of expenses and fees generated in the course of evaluating and making

investments which 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 Alinda in its sole discretion.

### **Personal Trading**

Because of the nature of certain Employees' activities and in order to avoid even the appearance of a conflict between the conduct of those activities on behalf of Alinda and the Alinda Managed Vehicles, on the one hand, and their personal trading activities, on the other, special restrictions shall apply. Certain transactions in which Alinda engages may require, for either business or legal reasons, that no employees trade in the subject securities for specified time periods. Such securities will appear on a list (the "Restricted List"). No Employee may engage in any sort of trading activity with respect to a security or a derivative thereof on the Restricted List without obtaining prior approval from the Chief Compliance Officer.

To ensure compliance with applicable securities laws, Alinda monitors the trading activity of its Employees who (i) have access to non-public information regarding any Funds' purchase or sale of securities or (ii) are involved in making securities recommendations to the Funds or who have access to such recommendations that are nonpublic or (iii) are officers of Alinda.

Employees must pre-clear certain transactions for a personal account involving Reportable Securities (as defined by the Code), including IPO's, securities obtained through a private placement or instruments of indebtedness, before completing the transactions. Employees are also required to provide quarterly reports regarding transactions and holdings in Reportable Securities, instruments of indebtedness and newly opened personal accounts. Employees must disclose all personal accounts initially upon commencement of employment or otherwise upon being designated an Employee, and annually thereafter.

### **ITEM 12. BROKERAGE PRACTICES**

Alinda focuses on making investments in private securities or "take private" transactions, thus it does not ordinarily deal with any financial intermediary such as a broker-dealer, and commissions are not ordinarily payable in connection with such investments. To the limited extent Alinda uses an intermediary to transact in public securities it intends to select brokers based upon the broker's ability to provide best execution for the Funds. Alinda is generally authorized to make the following determinations, subject to each Alinda Fund's investment objectives and restrictions, without obtaining prior consent from the relevant Alinda Fund or any of such Alinda Fund's Investors: (1) which securities or other instruments to buy or sell, (2) the total amount of securities or other instruments to buy or sell, (3) the executing broker or dealer for any transaction, and (4) the commission rates or commission equivalents charged for transactions.

In making its decisions regarding the allocation of brokerage transactions, Alinda will consider a variety of factors including but not limited to: (i) the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any), (ii) the operational efficiency with which transactions are effected (such as prompt and accurate confirmation and delivery), taking into account the size of order and difficulty of execution, (iii) the financial strength, integrity and stability of the broker-dealer or counter party, and (iv) the

competitiveness of commission rates in comparison with other broker-dealers. Although Alinda generally seeks competitive commission rates and commission equivalents, it will not necessarily pay the lowest commission or equivalent. Transactions may involve specialized services on the part of a broker-dealer, which may justify higher commissions and equivalents than would be the case for more routine services.

Alinda does not participate in any soft dollar arrangements outside of receiving research available to other institutional investors. Research services received from brokers and dealers are supplemental to Alinda's own research efforts. To the best of Alinda's knowledge, these services are generally made available to all institutional investors doing business with such broker-dealers. Alinda does not separately compensate such broker-dealers for the research and does not believe that it "pays-up" for such broker-dealers' services due to the difficulty associated with the broker-dealers not breaking out the costs for such services. However, Alinda may compensate consultants hired through, or who are related persons to parties with which, the Funds or portfolio companies are engaged in business.

#### **ITEM 13. REVIEW OF ACCOUNTS**

Alinda focuses on unlisted equity investments. All investments are carefully reviewed by Alinda's investment professionals and approved by the respective Alinda Managed Vehicle's Investment Committee. The portfolio companies are reviewed by Alinda's portfolio management personnel at least quarterly. Alinda's portfolio management personnel and the investment personnel meet regularly to discuss investment ideas, economic developments, industry outlook and other issues related to current portfolio holdings and potential investment opportunities.

Annually, each Fund will furnish audited financial statements to its Limited Partners and tax information necessary for the completion of tax returns. On a quarterly basis, each Fund will furnish unaudited financial statements to its respective Limited Partners. Limited Partners will also receive descriptive investment information for each of the portfolio companies on a quarterly basis. The reporting requirements for each Separately Managed Account are determined based on the individual needs of such Separately Managed Account and its Investors and are set out in the relevant governing documents.

#### **ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION**

During a fundraising cycle, Alinda may engage and compensate placement agents who introduce new Investors that commit capital. The amount paid to placement agents is based on point-in-time negotiation and all placement fees will be disclosed to Investors referred by placement agents, as required by law or other agreements with Investors.

#### **ITEM 15. CUSTODY**

All client assets that are eligible for custody are held in custody by unaffiliated broker/dealers or banks. However, Alinda has access to client accounts since it or an affiliate serves as the General Partner of each Fund. Limited Partners (or members or owners) will not receive statements from the custodian. Instead, the Funds are subject to an annual audit and the audited financial statements

are distributed to each Limited Partner (or member or owner). The audited financial statements will be prepared in accordance with U.S. GAAP and distributed within 120 days of each Fund's fiscal year-end. Investors should carefully review these statements, and should compare these statements to any account information provided by Alinda.

#### **ITEM 16. INVESTMENT DISCRETION**

In accordance with the terms and conditions of the governing documents of each Fund and subject to the direction and control of the General Partner of each Fund, Alinda generally has discretionary authority to perform the day-to-day investment operations of each Fund in accordance with the terms and conditions of the Management Agreements and the Fund's offering documents and other governing documents. Each Separately Managed Account will be managed by Alinda or its affiliates on a non-discretionary basis, subject to the terms of its respective governing documents.

#### **ITEM 17. VOTING CLIENT SECURITIES**

The Alinda Managed Vehicles invest primarily in private companies and Alinda is infrequently required to vote the proxies of public or private corporations. However, in the event proxies must be voted, Alinda has adopted and implemented written policies and procedures governing the voting activities on behalf of its clients in accordance with its fiduciary duty to clients and Rule 206(4)-6 of the Advisers Act. Its proxy voting activities are conducted in a manner consistent, under all circumstances, with the best interest of the Funds' Investors. Alinda typically will not vote proxies for its Separately Managed Account clients, unless otherwise provided in the relevant governing documents.

In exercising its voting discretion, Alinda and its employees will avoid any direct or indirect conflict of interest raised by such voting decision. A number of Alinda's investment professionals serve as board members for the Funds' portfolio companies. Alinda may, in certain situations, vote the proxy for a company in which a member of Alinda serves on the board of directors, on the basis that such a proxy vote does not constitute a conflict of interest: the purpose of serving on the board is to maximize the returns on the Investors' investments and to ensure that the Funds' interests are protected.

All proxies that Alinda receives will be treated in accordance with these policies and procedures. A copy of Alinda's written proxy voting policies and procedures, as well as a record of how Alinda has voted in the past, will be maintained and available for review upon written request.

In the event that a class action arises regarding securities held in the Funds' portfolios, the Investment Committee will determine whether Clients will (a) participate in a recovery achieved through class actions, or (b) opt out of the class action and separately pursue their own remedy.

#### **ITEM 18. FINANCIAL INFORMATION**

We have never filed for bankruptcy and are not aware of any financial condition that is expected to affect our ability to manage client accounts.