

INVESTMENT ADVISER BROCHURE

OPENGATE CAPITAL MANAGEMENT, LLC

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This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of OpenGate Capital Management, LLC (the “Adviser”). If you have any questions about the contents of this Brochure, please contact Shahram (Shawn) Haghighi, OpenGate’s Chief Compliance Officer, at (310) 432-7051. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.

OpenGate Capital Management, LLC is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). However, such registration does not imply a certain level of skill or training.

Additional information regarding OpenGate Capital Management, LLC is also available on the SEC’s website at www.adviserinfo.sec.gov.

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MATERIAL CHANGES

OpenGate Capital Management, LLC filed its most recent Form ADV Part 2A Brochure on March 31, 2019. This annual amendment updates the description of the business practices of OpenGate Capital Management, LLC and its affiliates.

ADVISORY BUSINESS

OpenGate Capital Management, LLC (the “**Adviser**”), a Delaware limited liability company and a registered investment adviser, and its affiliated investment advisers provide investment advisory services to investment funds privately offered to qualified investors in the United States and elsewhere. The Adviser was founded in April 2012 and had primarily been involved with investing capital contributed by the Adviser’s personnel. The Adviser registered with the SEC as an investment adviser in 2015.

The Adviser’s clients include (i) OpenGate Capital Partners I, LP and OpenGate Capital Partners I-A, LP (collectively, “**Fund I**”) and (ii) OpenGate Capital Partners II, LP and OpenGate Capital Partners II-A, LP (collectively, “**Fund II**,” and, together with Fund I and any future private investment fund to which the Adviser or its affiliates provide investment advisory services, the “**Funds**”). The Adviser also manages OGCP I Employee Co-Invest, LP (“**Executive Fund I**”) and OGCP II Employee Co-Invest, LP (“**Executive Fund II**,” and, together with Executive Fund I and any future investment vehicles formed to invest capital on behalf of the Adviser’s personnel and other related parties, the “**Executive Funds**”). Each of the Funds and Executive Funds is a Cayman Islands exempted limited partnership.

The following general partner entities are affiliated with the Adviser:

- OpenGate Capital Partners GP I, LP, a Cayman Islands exempted limited partnership (“**General Partner I**”), which is the general partner of Fund I and Executive Fund I; and
- OpenGate Capital Partners GP II, LP, a Cayman Islands exempted limited partnership (“**General Partner II**” and, together with General Partner I and any other future general partner of a Fund or Executive Fund, the “**General Partners**” and, together with the Adviser, “**OpenGate**”), which is the general partner of Fund II and Executive Fund II.

Each of the General Partners listed above is subject to the Advisers Act pursuant to the Adviser’s registration in accordance with SEC guidance. This Brochure also describes the business practices of the General Partners, which operate as a single advisory business together with the Adviser.

The Funds are private equity funds that invest through negotiated transactions in operating entities, generally referred to herein as “**portfolio companies**.” OpenGate’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and achieving dispositions for such investments. Although investments are made predominantly in non-public companies, investments in public companies are permitted. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of OpenGate or its affiliates generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management of portfolio companies in which the Funds have invested.

OpenGate's advisory services for the Funds are detailed in the relevant private placement memoranda or other offering documents (each, a "**Memorandum**") and limited partnership or other operating agreements (each, a "**Partnership Agreement**," and, together with any relevant Memorandum, the "**Governing Documents**") and are further described below under "Methods of Analysis, Investment Strategies and Risk of Loss." Investors in the Funds participate in the overall investment program for the applicable Fund, but in certain limited circumstances have the right to elect to be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the Governing Documents; such arrangements generally do not and will not create an adviser-client relationship between OpenGate and any investor. The Funds or the General Partners generally have entered into side letters or other similar agreements ("**Side Letters**") with certain investors that have the effect of establishing rights (including economic or other terms) under, or altering or supplementing the terms of, the Governing Documents with respect to such investors.

Additionally, from time to time and as permitted by the Governing Documents, OpenGate has the authority to provide (or agree to provide) co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain investors or other persons, including other sponsors, market participants, finders, consultants and other services providers, OpenGate's personnel and/or certain other persons associated with OpenGate and/or its affiliates (e.g., a vehicle formed by OpenGate's principals to co-invest alongside a particular Fund's transactions). Such co-investments, including through an Executive Fund, typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-investment vehicle may purchase a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility. Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment. The General Partner typically employs a subscription facility maintained by each of the Funds to provide interim financing in connection with the acquisition of a portfolio company by such Fund, its related Executive Fund and any co-investors and, in such circumstances, each of the Funds, Executive Funds and any co-investors typically bear their pro rata share of any interest incurred in connection therewith. Where appropriate, and in OpenGate's sole discretion, OpenGate will seek to negotiate such interest and related costs with such co-investors. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the relevant Fund.

As of March 31, 2020, OpenGate had approximately \$1.1 billion in regulatory assets under management on a discretionary basis.¹ OpenGate is principally owned by Andrew Nikou.

¹ Regulatory assets under management is calculated as the sum of (i) the estimated fair value of cash and securities of the Funds and Executive Funds as of December 31, 2019 and (ii) any unfunded capital commitments for the Funds and Executive Funds that are still in their commitment period as of March 30, 2020.

FEES AND COMPENSATION

In general, OpenGate receives a management fee and a carried interest in connection with advisory services. The Adviser or other OpenGate entities or affiliates receive additional compensation in connection with management and other services performed for portfolio companies or prospective portfolio companies of Funds and such additional compensation will offset in part the management fees otherwise payable to OpenGate in accordance with the Governing Documents. In addition, in certain circumstances OpenGate receives compensation for management, business advisory services, portfolio company support services, management consulting and other services performed in connection with co-investments made in portfolio companies of the Funds. Investors in a Fund also bear certain fund expenses.

Management Fees

Each of Fund I and Fund II will pay the Adviser, quarterly in advance, a management fee (the “**Management Fee**”) equal to 2.0% on an annual basis of such Fund’s aggregate investor capital commitments (“**Commitments**”). Investors participating in a closing after the Fund’s initial closing date bear the Management Fee from the initial closing date. Upon the earliest to occur of (i) the date when all Fund Commitments have been invested or otherwise used to pay expenses of the applicable Fund, (ii) the fifth anniversary of the Fund’s effective date, or (iii) certain other events as set forth in the applicable Partnership Agreement, the aggregate Management Fee will be reduced (as is the case with respect to Fund I) and will equal 2.0% of the aggregate capital contributions made to such Fund’s investments that have not been disposed of or completely written off. The Management Fee will be payable until all portfolio investments are distributed or until the Adviser’s relationship with the Fund is terminated for other reasons (as described in the applicable Partnership Agreement). Installments of the Management Fee payable for any period other than a full quarter are adjusted on a *pro rata* basis according to the actual number of days in such period.

The Adviser and its affiliated investment advisers will receive certain supplemental fees and other amounts (“**Supplemental Fees**”) paid by portfolio companies of the Funds and Executive Funds, which Supplemental Fees consist of: (i) corporate advisory, monitoring, management, and consulting services and director’s fees paid by such portfolio companies; (ii) transaction fees paid to the Adviser by such portfolio companies; and (c) all other designated net fee payments received by the Adviser, the Advisers’ affiliated investment advisers, and its and their respective partners or employees from such portfolio companies. The relevant Governing Documents of the Funds specifically permit such Supplemental Fees, subject to limitations on the aggregate amount of such Supplemental Fees that OpenGate may receive during the term of the Funds and certain carve-outs and expense reimbursement provisions. A Fund’s Governing Documents generally will provide that Supplemental Fees received by the Adviser and attributable to the Fund’s investment in a portfolio company will be credited against management fees otherwise owed to the Adviser in a specified percentage (*e.g.*, 50%-70%). The remaining amount of such Supplemental Fees will be retained by the Adviser or another affiliated investment adviser, provided that, with respect to Fund I, once the aggregate amount of such fees exceeds \$32,500,000, 100% of such subsequent portfolio company-related fees will be credited as an offset against the Management Fee. To the extent that such an offset credit would reduce the Management Fee for a given quarter below zero, the credit will be carried forward for future application against payable

Management Fees, and, if a credit remains upon liquidation, a payment will be made crediting limited partners unless a limited partner has elected to waive such amount. Portfolio company-related fees may also include amounts prepaid in anticipation of future services or otherwise accelerated in certain situations (*e.g.*, an initial public offering), which will be offset against the applicable Management Fee to the extent set forth in the Governing Documents. Although such prepaid or accelerated fees generally will be based on the anticipated level and duration of services that the Adviser believes at the time of such prepayment or acceleration are likely to be provided to the portfolio company, over time, they have the potential to be greater or less than the amount that is ultimately incurred with respect to services ultimately provided to such portfolio company. The relevant Governing Documents of the Executive Funds specifically permit such Supplemental Fees without any limitations and also include certain carve-outs and expense reimbursement provisions.

Additionally, as further described below and in the Governing Documents of the Funds, the Advisers and/or portfolio companies retain certain consultants that OpenGate maintains a relationship with (“**Related Consultants**”) to provide services to (or with respect to) certain portfolio companies in which one or more Funds invest or to conduct diligence or provide other consulting services with respect to investments by the Funds. Such Related Consultants generally receive compensation and other amounts described herein, and no such amounts will offset or reduce the Management Fee.

Carried Interest

Each of General Partner I and General Partner II will receive a carried interest with respect to Fund I and Fund II, respectively, equal to 20% of all realized profits subject to an 8% compound preferred return hurdle, as more fully described in the Governing Documents. The carried interest distributed to General Partner I and General Partner II is subject to a potential giveback at the end of life of the Funds if the applicable General Partner has received excess cumulative distributions, as well as potential interim givebacks at various points in the Fund’s life as described more fully in the Governing Documents.

It is expected that any future Funds will have a similar carried interest structure.

Other Information

OpenGate is permitted to exempt certain investors in the Funds from payment of all or a portion of Management Fees and/or carried interest, including OpenGate affiliates and any other person designated by OpenGate, such as “friends and family” of OpenGate or its personnel. The General Partner reserves the right to make any such exemption from fees and/or carried interest by a direct exemption, a rebate by OpenGate and/or its affiliates, or through other Funds which co-invest with a Fund. For example, in instances where an OpenGate professional or affiliate invests in a Fund, such professional or affiliate generally will be exempt from payment of the Management Fee and carried interest with respect to such Fund. Supplemental Fees that relate to investors that do not pay a Management Fee do not offset the Management Fee with respect to any other investor. Additionally, to the extent permitted by the Governing Documents, OpenGate has the right to permit investors, affiliated with an OpenGate or otherwise, to invest through the relevant General Partner or other vehicles that do not bear Management Fees or carried interest.

The Executive Funds do not pay a Management Fee or carried interest. In general, the Management Fee offsets described above apply only with respect to capital commitments of fee-paying investors. OpenGate retains flexibility to structure its compensation from investors and expects in certain circumstances to agree to invoice an investor directly for Management Fees or other compensation rather than deducting such amounts from the investor's capital account(s).

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

Principals or other current or former employees of OpenGate generally receive salaries and other compensation derived from, and in certain cases including a portion of the Management Fee, carried interest or other compensation received by OpenGate or its affiliates.

In addition to the Management Fee and carried interest payable to OpenGate, each Fund bears certain expenses. As set forth more fully in the Governing Documents, a Fund bears without limitation all fees, costs, expenses, liabilities and obligations relating to the Fund's (and its subsidiaries' and intermediate entities') activities, investments and business to the extent not reimbursed or paid by a portfolio company or applied to reduce Management Fees, including: fees, costs, expenses and liabilities attributable to structuring, organizing, acquiring, managing, operating, holding, valuing, winding up, liquidating, dissolving and disposing of such Fund's investments (including costs of compensating Related Consultants in connection with conducting diligence or otherwise providing consulting services with respect to the Fund's investments on a deal-by-deal basis), legal, filing, accounting, auditing, investment banking, travel (including, where appropriate, meal and entertainment expenses and the cost of chartering private aircraft or other private travel), consulting, research, brokerage, finder's fees, financing, real estate title, appraisal, printing, reporting, custody, depositary, transfer, registration, insurance, advisory board, limited partner meetings (including related meal and entertainment expenses), interest, taxes, extraordinary expenses and other similar fees and expenses, including such fees and expenses, break-up or topping fees or other liabilities or obligations, incurred for transactions not consummated ("**Broken Deal Expenses**"), including Broken Deal Expenses relating to transactions that have been offered to co-investors, but not OpenGate expenses in connection with maintaining and operating its offices (such as compensation of its employees, rent, utilities and general office expenses). The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of OpenGate and/or its affiliates, and expenses related to Related Consultants retained by a portfolio company or retained by OpenGate on a portfolio company's behalf. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. Excluded from Fund expenses are ordinary administrative and overhead expenses of the General Partners incurred in connection with managing, originating and monitoring investments, including OpenGate employees' salaries, rent, utilities and other similar expenses specified in the Governing Documents. In certain cases, these or similar expenses (and/or Supplemental Fees) are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative,

tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. As is typical for private equity funds, the Funds likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. To the extent brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in “Brokerage Practices.” Investors should refer to each Fund’s Governing Documents for a full list of expenses that such Fund will be expected to bear.

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

As described above, in certain circumstances, the relevant General Partner is expected to permit certain investors to co-invest in portfolio companies alongside one or more Funds, subject to OpenGate’s related policies and the Governing Documents and Side Letters. Where a co-invest vehicle is formed or for the Executive Funds, such entity or OpenGate will bear expenses related to its operation, many of which are similar in nature to those borne by the Funds or OpenGate. In the event that a transaction which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial, in the judgment of the General Partner, ultimately is not consummated, all Broken Deal Expenses relating to such proposed transaction will be borne by the Fund(s), and not by any potential co-investors that were to have participated in such transaction. However, to the extent that such co-investors have already invested in an Executive Fund or a co-investment or other vehicle in connection with such transaction or otherwise committed to participate in a given transaction, subject to negotiation with such co-investor related to terms, such vehicle or investor is expected to bear its share of Broken Deal Expenses.

OpenGate and/or its affiliates generally have discretion over whether to charge transaction fees, monitoring fees, director’s fees or other compensation to a portfolio company and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company’s holding or operating structure. Such amounts generally are not reviewed or approved by an independent third party. The receipt of such compensation generally will give rise to potential conflicts of interest between the Funds, on the one hand, and OpenGate and/or its affiliates on the other hand.

Additionally, as further described herein and in the Governing Documents, it is OpenGate’s practice to use or retain certain Related Consultants or recommend such Related Consultants to portfolio companies. Such Related Consultants generally provide services in relation to the identification of add-on acquisitions, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these

services also include serving in management or policy-making positions for portfolio companies. Related Consultants will receive compensation, which includes, but is not limited to cash fees, retainers, transaction fees, incentive equity and stock awards, a profits or equity interest in the respective portfolio company or General Partner, remuneration from OpenGate and/or its Funds or affiliates and/or salary, hourly or other compensation, the amount of which typically are determined according to one or more methods, including without limitation the value of the time (including an allocation for overhead and other fixed costs) of such Related Consultant, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such company. Related Consultants also generally will be reimbursed for certain travel and other costs in connection with their services. As described above, no such amounts will offset or reduce the Management Fee. The use of Related Consultants subjects the Advisers to potential conflicts of interest, as discussed under “Conflicts of Interest,” below.

PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

As described under “Fees and Compensation,” the relevant General Partner receives a carried interest allocation on certain realized profits in the applicable Fund, subject to an 8% preferred return hurdle. The Executive Funds do not pay a pay a carried interest.

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

TYPES OF CLIENTS

OpenGate provides investment advice solely to its clients (which are the Funds, the Executive Funds, and certain co-investment vehicles), and references throughout this Brochure to “clients” and to OpenGate’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds and Executive Funds generally include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Funds generally include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and from time to time include, directly or indirectly, principals or other employees of OpenGate and its affiliates and members of their families, Related Consultants, or other service providers retained by OpenGate. The investors in the Executive Funds generally include employees of OpenGate, their estate planning or investment vehicles, and certain other friends and family.

The relevant General Partner also generally is permitted from time to time to establish Funds that are alternative investment vehicles in order to permit certain investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other

reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Fund.

The Funds generally have a minimum investment amount equal to or in excess of \$5,000,000 for third-party investors, and Fund interests are offered and sold solely to qualified purchasers (or qualified knowledgeable OpenGate personnel). OpenGate generally is permitted to waive such minimum investment amount. The Executive Funds have been offered to employees of OpenGate only, and generally do not have a minimum investment amount.

METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

General

OpenGate is a private investment firm focused on leveraged buyouts, equity, debt and other investments in non-core and/or underperforming divisions of large multinational corporations, but that have a defensible market position and mature operations with existing revenues and a strong customer base, which OpenGate believes are likely to benefit from OpenGate's in-house operating professionals and experience. OpenGate's investment advisory services consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for investments. Investments are predominantly in non-public companies although investments in public companies are permitted.

OpenGate's investment strategy for each Fund focuses on the acquisition of controlling interests in companies that OpenGate believes have strong market positions or franchise value but with poor performance, significant operating challenges, inadequate or incomplete management or in out-of-favor industries. OpenGate often seeks to target industries that are in a downturn and present opportunities for consolidation. Within these industries OpenGate generally has a preference for businesses that are asset-heavy, operationally intense, involved in industrial manufacturing and/or are service oriented. As a result of the above factors, OpenGate aims to purchase for the Funds distressed, good quality businesses at valuations OpenGate believes to be low relative to underlying potential. OpenGate generally focuses on investments that require equity capital of approximately \$10 million to \$75 million, although the required capital is permitted to be greater or less than such amounts.

Once an investment opportunity has been identified, OpenGate seeks to transition the portfolio company from a neglected division within a large corporation to a highly dynamic and growing independent business with substantial operational transformation. OpenGate works with portfolio company management to grow the portfolio company organically or through the execution of add-on acquisitions.

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

Investment and Operating Strategy

Deal Sourcing and Due Diligence. OpenGate considers over one thousand investment opportunities each year, approximately half of which are deemed qualified opportunities by

OpenGate professionals. OpenGate professionals carefully qualify each potential investment opportunity to determine if it meets OpenGate's investment criteria. For investment opportunities that pass the screening process, OpenGate professionals undertake a preliminary review that initially considers the target company's positioning, merits and challenges within its peer group. Senior professionals of OpenGate review the results of the initial due diligence in order to determine whether to accelerate a potential transaction and the necessary allocation of resources. OpenGate professionals then engage in several stages of due diligence on the potential investment opportunity, including analyzing the expected valuation range, investment merits and risks and concerns; formulating key questions; estimating investment returns; reviewing the target company's products and services, customers, financial performance, market position and growth prospects; analyzing the potential valuation, liquidity and capital structure; considering likely sources of financing; conducting on site visits; examining the investment opportunity's cash management, finance, accounting, tax, legal, regulatory, real estate, sales and marketing, human resources and environmental management; reviewing historical and projected financial statements and strategic plans; conducting secondary visits; conducting interviews with customers, suppliers, competitors and potential strategic buyers; and any other actions that the OpenGate professionals believe are warranted under the circumstances.

Develop Restructuring and Operating Plan. Senior members of the professional and operating staff of OpenGate and its affiliates develop a restructuring and operating plan prior to the close of each transaction focusing on the target's strengths, weaknesses, competitive position, industry trends and other relevant factors.

Build Management Team. OpenGate expects to supplement or replace the management team at a new portfolio company and will advise the management team on ways to improve performance. OpenGate and its affiliates routinely search for highly qualified senior managers and often identify qualified candidates prior to making the next investment. In certain instances, operating professionals of OpenGate or its affiliates will fill key management roles (including chief executive officer or chief financial officer) on an interim basis immediately following closing until a professional management team can be assembled.

Maintain Active Involvement in Portfolio Companies. OpenGate aims to act decisively with respect to newly acquired portfolio companies and typically makes significant changes to the company within the first three to six months after acquisition. Thereafter, OpenGate stays actively involved in the management of the portfolio companies by, among other things, requiring its portfolio companies to distribute weekly flash reports and scheduling frequent meetings with the senior staff to focus on operations, competition, new products and personnel.

Internal Growth and Add-on Acquisitions. Once the above strategies have been implemented, OpenGate will often seek to utilize the portfolio company's cash flow, imbedded equity value and borrowing capacity to accelerate growth through new product and market opportunities and add-on acquisitions.

Exit Strategy. Once the portfolio company has restored a track record of sales growth and consistent profitability, OpenGate will consider appropriate exit strategies, including the sale to a strategic or financial buyer, an initial or secondary public offering or a recapitalization. Factors

considered include the company size, company growth rate, industry and competitive dynamics, banking market conditions and capital market conditions.

Risks of Investment

Each Fund and its investors bear the risk of loss that OpenGate's investment strategy entails. The risks involved with OpenGate's investment strategy and an investment in a Fund include, but are not limited to:

Business Risks. A Fund's investment portfolio is expected to consist primarily of securities issued by non-public troubled companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk which can result in substantial losses. Indeed, investments in troubled companies involve a higher degree of risk than other investments.

Concentration of Investments. Each Fund will participate in a limited number of investments (and is authorized to make several investments in one industry or one industry segment or within a short period of time) and, as a consequence, the aggregate return of a Fund would, in such circumstances be materially affected by the performance of a single investment or a single industry segment.

Reliance on OpenGate. Control over the operation of the Fund will be vested with the General Partner, and the Fund's future profitability will depend largely upon the business and investment acumen of the principals of OpenGate. In addition, certain changes in OpenGate or circumstances relating to OpenGate, including without limitation the performance of investments managed by certain principals of OpenGate outside of the Fund, may have an adverse effect on OpenGate, the Fund or one or more of the Fund's portfolio companies.

Lack of Sufficient Investment Opportunities. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. However, regardless of the extent to which the Commitments of the limited partners are invested (or drawn down to be invested), the limited partners will be required to bear management fees through such Fund during the commitment period based on the entire amount of the limited partners' Commitments to such Fund and other expenses as set forth in the Governing Documents.

Dynamic Investment Strategy. While each General Partner generally intends to seek attractive returns for a Fund through the investment strategy and methods described herein, the relevant General Partner reserves the right to pursue additional investment strategies and has broad ability to modify or depart from its initial investment strategy, investment process or investment techniques to the extent it determines such modification or departure to be appropriate and consistent with the Governing Documents. A General Partner reserves the right to pursue investments outside of the industries and sectors in which OpenGate has previously made investments or has internal operational experience.

Illiquidity; Lack of Current Distributions. An investment in a Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on

unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including any Management Fee payable to the General Partner) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including unfunded Commitments.

Leveraged Investments. A Fund expects to, and generally will, make use of leverage by incurring or having a portfolio company incur debt to finance a portion of its investment in such portfolio company. Leverage generally magnifies both such Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. Leverage often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of a Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates (which recently have been at or near historic lows) and could accelerate and magnify declines in the value of such Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time the Fund determines that it is desirable to sell all or a part of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Furthermore, the companies in which a Fund invests generally will not be rated by a credit rating agency.

A Fund has the ability (and has in the past) to borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations it is not expected that such Fund would be compensated for providing such guarantee or exposure to such liability. The use of leverage by a Fund also will result in interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. While Fund-level borrowings generally will be interim in nature, asset-level leverage generally will not be subject to any limitations regarding the amount of time such leverage may remain outstanding. A Fund is permitted to incur leverage on a joint and several basis with one or more other Funds and entities managed by OpenGate or any of its affiliates and may have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts may be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund.

Subscription Lines. A Fund will enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments). Fund-level

borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the relevant General Partner's right to call capital from the limited partners, limited partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in incremental partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment and negotiation of the terms of the borrowing facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the Governing Documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of the General Partner and its affiliates. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors, as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement may contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, a subscription line may impose restrictions on the relevant General Partner's ability to consent to the transfer of a limited partner's interest in the Fund. In addition, in order to secure a subscription line, the relevant General Partner may be required to obtain certain financial information and other documentation from limited partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the General Partner to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the relevant General Partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger

capital calls at the same time. A Fund expects to utilize Fund-level borrowing when the General Partner expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

Restricted Nature of Investment Positions. Generally, there will be no readily available market for a substantial number of each Fund's investments and hence, most of a Fund's investments will be difficult to value. Certain investments may be distributed in kind to the partners of a Fund and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to the partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the Governing Documents, including the value used to determine the amount of carried interest available to OpenGate with respect to such investment.

Non-U.S. Investments. A Fund will invest in companies that are organized and/or have substantial sales or operations outside of the United States, its territories and possessions. Such investments may be subject to certain additional risks due, among other things, to potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates and capital repatriation regulations (as such regulations may be given effect during the term of a Fund) and the application of complex tax rules to cross border investments, possible imposition of non-U.S. taxes on a Fund and/or the partners with respect to such Fund's income, and possible non-U.S. tax return filing requirements for such Fund and/or the partners.

Distressed Investments. A Fund expects to invest in the securities and obligations, including debt obligations that are in covenant or payment default, of companies experiencing significant financial difficulties and material operating issues, including companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. Investments in such companies involve a substantial degree of risk that is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that OpenGate will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, a Fund may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which such Fund invested.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially

reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of a Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by such Fund and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon such Fund's portfolio companies.

Coronavirus and Other Public Health Emergencies. As of the date of this Brochure, there is an outbreak of a novel and highly contagious form of coronavirus ("**COVID-19**"), which the World Health Organization has declared to constitute a "Public Health Emergency of International Concern." The outbreak of COVID-19 has resulted in numerous deaths, adversely impacted global commercial activity and contributed to significant volatility in certain equity and debt markets. The global impact of the outbreak is rapidly evolving, and many countries have reacted by instituting quarantines, prohibitions on travel and the closure of offices, businesses, schools, retail stores and other public venues. Businesses are also implementing similar precautionary measures. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are creating significant disruption in supply chains and economic activity and are having a particularly adverse impact on transportation, hospitality, tourism, entertainment and other industries. As COVID-19 continues to spread, the potential impacts, including a global, regional or other economic recession, are increasingly uncertain and difficult to assess.

Any public health emergency, including any outbreak of COVID-19, SARS, H1N1/09 flu, avian flu, other coronavirus, ebola or other existing or new epidemic diseases, or the threat thereof, could have a significant adverse impact on a Fund and its portfolio companies and could adversely affect a Fund's ability to fulfill its investment objectives.

The extent of the impact of any public health emergency on a Fund's and its portfolio companies' operational and financial performance will depend on many factors, including the duration and scope of such public health emergency, the extent of any related travel advisories and restrictions implemented, the impact of such public health emergency on overall supply and demand, goods and services, investor liquidity, consumer confidence and levels of economic activity and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. The effects of a public health emergency may materially and adversely impact the value and performance of a Fund's portfolio companies, a Fund's ability to source, manage and divest investments and a Fund's ability to achieve its investment objectives, all of which could result in significant losses to a Fund. In addition, the operations of OpenGate, a Fund or its portfolio companies may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel or meetings and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity's personnel.

Projections. Projected operating results of a company in which a Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by OpenGate in its discretion. In all cases, projections are

only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material impact on the reliability of projections.

Need for Follow-On Investments. Following its initial investment in a given portfolio company, OpenGate may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a portfolio company, whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons. There can be no assurance that any Fund will make add-on investments or that any Fund will have sufficient funds to make all or any of such investments. Any decision by a Fund not to make add-on investments or its inability to make such investments may have a substantial negative impact on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made) or may result in a lost opportunity for such Fund to increase its participation in a successful operation.

Investment in Junior Securities. The securities in which a Fund will invest may be among the most junior in a portfolio company's capital structure, and thus subject to the greatest risk of loss. Generally, there will be no collateral to protect an investment once made.

Public Company Holdings. A Fund's investment portfolio may contain debt and/or equity securities issued by publicly held companies. Such investments may subject a Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of such Fund to dispose of such securities at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including OpenGate's principals, and increased costs associated with each of the aforementioned risks.

Limited Access to Information. Limited Partners' rights to information regarding a Fund, the relevant General Partner or OpenGate generally will be specified, and in many cases strictly limited, by the Governing Documents. In particular, it is anticipated that the General Partner and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to Limited Partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of OpenGate's control. Decisions by OpenGate or its affiliates to withhold information may have adverse consequences for Limited Partners in a variety of circumstances. For example, a Limited Partner that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a Limited Partner to monitor OpenGate and its performance. Additionally, it is anticipated that Limited Partners that designate representatives to participate on a Fund's advisory board generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other Limited Partners. Limited Partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and OpenGate reserves the right to

withhold certain information from investors subject to such laws for reasons relating to OpenGate's public reputation, business strategy or other reasons.

Material Non-Public Information; Other Regulatory Restrictions. As a result of the operations of OpenGate and its affiliates, as well as in connection with officerships or directorships of OpenGate personnel, OpenGate frequently comes into possession of confidential or material non-public information. Therefore, OpenGate and its affiliates will, from time to time, have access to material, non-public information that may be relevant to an investment decision to be made by a Fund. Consequently, a Fund will be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, could have been undertaken on account of applicable securities laws or OpenGate's internal policies.

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

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

Currency Arrangements; Related Regulations. The General Partner is permitted to (but is not obligated to) endeavor to manage the Fund's or any portfolio company's currency exposures using currency swaps where available and appropriate. The Fund may incur costs related to currency swap arrangements, which may be undertaken over-the-counter ("OTC") where permitted. There can be no assurance that adequate currency swap arrangements will be available on an economically viable basis or that such arrangements will achieve the desired effect with respect to managing the Fund's currency exposure, and in some cases such arrangements may result in losses greater than if a currency swap had not been used. In some cases, particularly in OTC contexts, currency swap arrangements will subject the Fund to the risk of a counterparty's inability or refusal to perform under a contract, or the potential loss of assets held by a

counterparty, custodian or intermediary in connection with such currency swap arrangement. OTC contracts may expose the Fund to additional liquidity risks if such contracts cannot be adequately settled. The use of certain currency swap arrangements may create for the General Partner and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (the “CFTC”) or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such arrangements, including under circumstances where the ability of a Fund to manage its currency exposures becomes limited by such requirements.

Unfunded Pension Liabilities of Portfolio Companies. A recent court decision found that, in certain circumstances, a Fund could be treated as a “trade or business” for purposes of determining pension liability under the Employee Retirement Income Security Act of 1974. Therefore, where a Fund owns 80% or more (or possibly, under certain circumstances, less than 80%) of a portfolio company, such Fund (and any other 80%-owned portfolio companies of such Fund) might be found liable for certain pension liabilities of such a portfolio company to the extent the portfolio company is unable to satisfy such liabilities. The Fund, from time to time, expects to invest in a portfolio company that has unfunded pension fund liabilities, including structuring the investment in a manner where the Fund may own an 80% or greater interest in such a portfolio company. If the Fund (or other 80%-owned portfolio companies of the Fund) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the Fund and the companies in which the Fund invests. This discussion is based on current court decisions, statute and regulations regarding control group liability under the Employee Retirement Income Security Act of 1974, as amended, as in effect as of the date of this Brochure, which may change in the future as the case law and guidance develops.

Valuation of Investments. Generally, the relevant General Partner will determine the value of all the related Fund’s investments for which market quotations are available based on publicly available quotations. However, market quotations will not be available for virtually all of a Fund’s investments because, among other things, the securities of portfolio companies held by such Fund generally will be illiquid and not quoted on any exchange. When performing valuations, each General Partner will determine the value of all the relevant Fund’s investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that the relevant General Partner will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of a General Partner with respect to an investment will represent the value realized by the relevant Fund on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation.

Cybersecurity Risks. Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company’s systems, such portfolio company may be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information; (ii) customer or portfolio company financial information; (iii) portfolio company software, contact lists or other databases; (iv) portfolio

company proprietary information or trade secrets; or (v) other items. In certain events, a portfolio company's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. Any of such circumstances could subject a portfolio company, or the relevant Fund, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at OpenGate or one of its service providers holding its financial or investor data, OpenGate, its affiliates or the Funds may also be at risk of loss.

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

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

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

United Kingdom (“UK”) Exit from the European Union (the “EU”): On March 29, 2017, the United Kingdom formally notified the European Council of its intention to leave the EU (“**Brexit**”). After a number of iterations, the European Commission and the UK’s negotiators reached agreement on the terms of the UK’s withdrawal from the EU, and these terms have been approved by the UK and EU Parliaments. The UK formally left the EU on January 31, 2020 after which the UK entered the transition period specified in the withdrawal agreement, which is scheduled to end on December 31, 2020. During this period, it is expected that the majority of the existing EU rules will continue to apply in the UK.

The terms of UK’s exit from the EU are still uncertain, including UK’s access to the EU single market permitting the exchange of goods and services between the UK and the EU. The UK expects to agree to a deal on a future relationship with the EU by the end of the transitional

period but whether this is possible is subject to disagreement by leaders of certain EU member states.

The future application of EU-based legislation to the private fund industry in the UK will depend, among other things, on how the UK renegotiates its relationship with the EU. There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty generally resulting from the UK's exit from the EU may adversely affect both EU and UK-based businesses, including OpenGate and Fund portfolio companies. This uncertainty may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States.

Business Continuity Risks. OpenGate has adopted a business continuation strategy in an effort to maintain critical functions in the event of a partial or total building outage affecting its offices or otherwise causing technical problems that impact applications, data centers or networks. While the recovery strategies are designed to limit the impacts from any business interruption or disaster, OpenGate's ability to conduct business may be adversely impacted by such a disruption. In addition, OpenGate's business activities may be adversely impacted in the event that certain service providers to OpenGate or its clients fail to perform or otherwise experience an interruption or disaster.

Taxation of Capital Gains. U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Funds as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset which generated such gain for more than three years. This could reduce the after-tax returns of individuals associated with the applicable Fund, OpenGate, or the General Partner who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the General Partner and its affiliates to incentivize, attract and retain individuals to perform services for the Funds. This could also create an incentive for the principals of OpenGate to cause the Funds to hold investments for a longer period than would be the case if such three-year holding period requirement did not exist.

Conflicts of Interest

OpenGate and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account (including for certain OpenGate principals) and for the account of other Funds, and providing transaction-related, investment advisory, legal, management and other services to Funds and portfolio companies. OpenGate will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the Governing Documents, although the Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of OpenGate conducting its activities, the interests of a Fund likely will conflict with the interests of OpenGate, one or more other Funds, portfolio companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, OpenGate will determine all matters relating to structuring transactions and Fund operations using its judgment considering all factors it deems relevant, but in its sole discretion,

subject in certain cases to the required approvals by the advisory committees of the participating Funds.

During the commitment period of a Fund, all appropriate investment opportunities will be pursued by OpenGate principals through such Fund, subject to certain limited exceptions set forth in the applicable Fund's Governing Documents. Without limitation, OpenGate principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and expect to direct certain relevant investment opportunities or resources to those investments. OpenGate's principals and OpenGate's investment staff will continue to manage and monitor such investments until their realization. Such other investments that OpenGate principals expect from time to time to control or manage generally have the potential to compete with companies acquired by a Fund. Following the commitment period of a Fund, OpenGate principals reserve the right to and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments.

From time to time, OpenGate will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of OpenGate. In determining which investment vehicles should participate in such investment opportunities, OpenGate and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Except as required by the Governing Documents, OpenGate is not obligated to recommend any investment to any particular investment vehicle. Investments by more than one client of OpenGate in a portfolio company also have the potential to raise the risk of using assets of a client of OpenGate to support positions taken by other clients of OpenGate.

OpenGate must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. OpenGate generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Governing Documents, as well as factors including but not limited to: investment restrictions and objectives (including those set forth in the Governing Documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, life-cycle, structure and other considerations. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. OpenGate will determine if the amount of an investment opportunity in which a Fund will invest exceeds the amount that would be appropriate for such Fund and OpenGate reserves the right to offer any such excess to one or more potential co-investors, as determined by the Governing Documents, Side Letters and OpenGate's procedures regarding allocation. OpenGate's procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to: expressed interest in co-investment opportunities; expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; OpenGate's perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting, or other burdens that make it less likely that

the prospective co-investor would act upon the investment opportunity if offered or would impair OpenGate's ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; existence of a formal or informal strategic relationship with the prospective co-investor; and whether OpenGate believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant portfolio company, other portfolio companies, the applicable Funds or OpenGate. Although OpenGate reserves the right to consider a prospective co-investor's willingness to invest in future Funds, such willingness generally will not be the sole determining factor considered by OpenGate in identifying co-investors.

Furthermore, OpenGate or its related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as a lender or co-sponsor. Co-investment opportunities typically will be offered to some and not to other Fund investors, and the consideration of the factors set forth above likely will result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. When and to the extent that employees and related persons of OpenGate and its affiliates make capital investments in or alongside certain Funds, OpenGate and its affiliates are subject to potentially conflicting interests in connection with these investments. There can be no assurance that any Fund's return from a transaction would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

OpenGate's allocation of investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations likely will be more or less advantageous to some such persons relative to others. While OpenGate will allocate investment opportunities in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering relevant factors, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the potential conflicts of interest to which OpenGate expects to be subject, discussed herein, did not exist.

Subject to any relevant restrictions or other limitations contained in the Governing Documents, OpenGate will allocate fees and expenses in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering such factors as it deems relevant, but in any case in its sole discretion. In exercising such discretion, OpenGate expects to be faced with a variety of potential conflicts of interest.

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles eligible to reimburse expenses of that kind, with the exception of organizational expenses of certain co-investment vehicles (including those in which affiliates of OpenGate have invested), which are expected to be borne by the Funds. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions generally will be made by OpenGate or its affiliates using their judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any

such determinations involve inherent matters of discretion, e.g., in determining whether to allocate *pro rata* based on the number of Funds or co-invest vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Fund or OpenGate. The Funds generally have different expense reimbursement terms, including with respect to Management Fee offsets, which is expected from time to time to result in the Funds bearing different levels of expenses with respect to the same investment.

As a result of the Funds' controlling interests in portfolio companies, OpenGate and/or its affiliates typically have the right to appoint portfolio company board members (including current or former OpenGate personnel or persons serving at their request), or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to OpenGate and/or its affiliates. Except to the extent such amounts are subject to the Governing Documents' offset provisions, they will be in addition to any Management Fees or carried interest paid by a Fund to OpenGate.

Additionally, a portfolio company typically will reimburse OpenGate or service providers, including Related Consultants, retained at OpenGate's discretion for expenses (including without limitation travel expenses) incurred by OpenGate or such service providers in connection with its performance of services for such portfolio company. This subjects OpenGate and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. OpenGate determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Fund, their effect is reflected in each Fund's audited financial statements, and any fee paid or expense reimbursed to OpenGate or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related potential conflicts of interest.

OpenGate generally exercises its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with certain service providers, and from time to time such service providers are expected to include: (i) OpenGate or a related person of OpenGate (which may include a portfolio company of such Fund); (ii) an entity with which OpenGate or its affiliates or current or former members of their personnel has a relationship or from which OpenGate or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where OpenGate personnel are seconded, or from which OpenGate receives secondees, or (iii) service providers that OpenGate has an ongoing relationship with, including Related Consultants. This subjects OpenGate to conflicts of interest, because although OpenGate selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, OpenGate has a potential incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that OpenGate, because of such belief or for other reasons, would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. OpenGate

will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Although OpenGate generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Whether or not OpenGate has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Although uncommon, OpenGate reserves the right from time to time to cause a Fund to enter into a transaction whereby the Fund purchases securities from, or sells securities to, or otherwise combines its portfolio company with a portfolio company held by, other Funds managed by OpenGate, or co-investors or co-investment vehicles. Such transactions may arise in the context of automatic or other re-balancing of an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. Certain of such transactions raise potential conflicts of interest, including where the investment of one Fund supports the value of portfolio companies owned by another Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value.

Although OpenGate generally structures Funds to avoid cross-guarantees and other circumstances in which one Fund ultimately bears liability for all or part of the obligations of another Fund, in certain circumstances lenders and other market parties negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In such case, OpenGate intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements.

OpenGate and/or its affiliates reserve the right to employ personnel with pre-existing ownership interests in portfolio companies owned by the Funds or other investment vehicles advised by OpenGate and/or its affiliates; conversely, current or former personnel or executives of OpenGate and/or its affiliates may from time to time serve in significant management roles at portfolio companies or service providers recommended by OpenGate. Similarly, OpenGate, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, OpenGate and/or its affiliates, and/or the Funds or other investment vehicles they advise. OpenGate expects to be subject to a potential conflict of interest with a Fund in recommending the retention or continuation of a third-party

service provider to such Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide OpenGate information about markets and industries in which OpenGate operates (or is contemplating operations) or will provide other services that are beneficial to OpenGate or one or more other Funds. OpenGate expects to be subject to a potential conflict of interest in making such recommendations, in that OpenGate has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to a Fund or its portfolio companies.

In certain circumstances, current or former OpenGate personnel are expected to serve in interim or part-time roles at a portfolio company, or may provide services to a portfolio company as a secondee or in similar capacities, whether or not while maintaining certain legacy economic arrangements, benefits, support services or indicia of employment at OpenGate. Due to the nature of secondee relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such employees and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold or when the position can be filled on a longer term or permanent basis. Employees may or may not return to OpenGate at the end of such secondee arrangement.

OpenGate, its affiliates, and equityholders, officers, principals and employees of OpenGate and its affiliates reserve the right to buy or sell securities or other instruments that OpenGate has recommended to a Fund. In addition, officers, principals and employees reserve the right to buy securities in transactions offered to but rejected by a Fund. Any such transactions are subject to the related policies and procedures set forth in OpenGate's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of OpenGate have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, and therefore expects to have additional potential conflicting interests in connection with these investments.

In addition, as described above, portfolio companies (and, to a lesser extent, the Funds) typically pay certain fees to third party consultants (including consultants introduced, arranged or retained by OpenGate and/or its affiliates that may regularly provide services to one or more portfolio companies, which in the future may include Related Consultants), and such fees do not offset or reduce the Management Fee as described herein. Related Consultants make use of OpenGate's resources or otherwise are associated with OpenGate. Additionally, portfolio companies may provide opportunities for Related Consultants to invest in such portfolio company and reimburse costs and expenses incurred by Related Consultants. Related Consultants also may have a limited partner interest in the General Partners and/or one or more of the Funds, may receive remuneration from OpenGate and/or its affiliates or the Fund and/or be entitled to other forms of compensation. Such investment opportunities, reimbursements and other compensation paid to a Related Consultant will not offset or reduce the Management Fee of any Fund described herein. Although the use of Related Consultants and the allocation of compensation paid to them by OpenGate, its affiliates, the Funds or the portfolio companies of the Funds subjects OpenGate and/or its affiliates to potential conflicts of interest, OpenGate believes that such potential conflicts may be reduced by the anticipated cost savings to portfolio companies (which is expected to be to

the benefit of the applicable Fund(s)) that will result if the cost of the Related Consultant is lower than market rates for the services provided and/or if the quality of the services of the Related Consultant make a greater contribution to the success of the portfolio company. Although OpenGate seeks to retain Related Consultants with a view to reducing costs to portfolio companies and, ultimately, the Funds, a number of factors may result in limited or no cost savings from such retention. OpenGate also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that OpenGate believes will align such persons' interests with those of the Funds' limited partners, and seeks to retain only Related Consultants and service providers which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Because OpenGate's carried interest is based on a percentage of net realized profits, it has the potential to create an incentive for OpenGate to cause a Fund to make riskier or more speculative investments than would otherwise be the case. Also, because there is a fixed investment period after which capital from investors in a Fund may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure creates an incentive to deploy capital when the OpenGate may not otherwise have done so. Since OpenGate is permitted to retain certain Supplemental Fees (as described under "Fees and Compensation") in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. Additionally, OpenGate, its personnel, affiliates or others designated by OpenGate expect from time to time to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable offset provisions in the relevant Governing Documents are applied, OpenGate and/or such other recipients will be permitted to retain such securities as Supplemental Fees, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or OpenGate or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund). In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the portfolio company awarding such compensation.

OpenGate and/or its affiliates reserve the right to enter into Side Letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to different fee structures (including discounted or rebated compensation terms), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, and liquidity or transfer rights. Side Letters may also relate to strategic relationships under which an investor agrees to make capital commitments to multiple Funds. Except where required by Governing Documents, other investors will not receive copies of Side Letters or related provisions, and as a general matter, the other investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such Side Letters. As a consequence of one or more limited partners being excused or excluded, or from regulatory or other factors

limiting their participation in investments, the aggregate returns realized by participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments.

In certain cases, OpenGate will have the opportunity (but, subject to any applicable restrictions or procedures in the Governing Documents, no obligation) to identify one or more secondary transferees of interests in a Fund. In such cases, OpenGate will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on suitability and other factors, and unless required by the Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund investors.

OpenGate has incentives to use or to recommend products or services of one portfolio company to another, which may involve fees, commissions, servicing payments or other compensation. Potential conflicts of interest arise in making such recommendations, as OpenGate has incentives to maintain goodwill between it and its former, existing and prospective portfolio companies, and as a result the products or services recommended may not necessarily be the best or lowest cost option.

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

Any of these situations subjects OpenGate and/or its affiliates to potential conflicts of interest. OpenGate attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by OpenGate's advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a manner it believes to be fair and equitable to the Funds under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, OpenGate will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary,

OpenGate consults and receives consent to conflicts from an advisory committee consisting of limited partners of the relevant Fund and such other investment vehicles.

DISCIPLINARY INFORMATION

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

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

The Adviser is affiliated with other OpenGate investment advisers, including the General Partners and equivalent entities formed from time to time and subject to the Advisers Act pursuant to OpenGate's registration in accordance with SEC guidance, including OpenGate Capital Partners GP I, LP and OpenGate Capital Partners GP II, LP. In addition, the Adviser has two wholly-owned subsidiaries, OpenGate Capital Management Europe Sarl and OpenGate Capital Management Lux Sarl, which are affiliated investment advisers subject to the Advisers Act pursuant to OpenGate's registration in accordance with SEC guidance. All of such affiliated investment advisers operate as a single advisory business together with the Adviser and serve as managers or general partners of Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions.

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

The Adviser has adopted the OpenGate Code of Ethics and Securities Trading Policy and Procedures (the "**Code**"), which sets forth standards of conduct that are expected of OpenGate principals and employees and addresses conflicts that arise from personal trading. The Code requires certain OpenGate personnel to report their personal securities transactions, prohibits or requires pre-clearance for OpenGate personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering or private placement, and prohibits OpenGate personnel from directly or indirectly acquiring beneficial ownership of securities with limited exceptions, without first obtaining approval from OpenGate's Chief Compliance Officer. In addition, the Code requires such personnel to comply with procedures designed to prevent the misuse of, or trading upon, material non-public information. A copy of the Code will be provided to any investor or prospective investor upon request to Shahram Haghighi, OpenGate's Chief Compliance Officer, at (310) 432-7051. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client's interests in client eligible investments.

OpenGate and its affiliated persons may come into possession, from time to time, of material non-public or other confidential information about public companies which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, OpenGate and its affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of OpenGate.

Accordingly, should OpenGate or any of its affiliated persons come into possession of material non-public or other confidential information with respect to public and non-public

company, the Adviser generally would be prohibited from communicating such information to clients, and OpenGate will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of OpenGate personnel serving as directors of public companies and may restrict trading on behalf of clients, including a Fund.

Principals and employees of OpenGate and its affiliates generally are expected to directly or indirectly own an interest in Funds, including certain co-invest vehicles. To the extent that co-invest vehicles exist, such vehicles are expected to invest in one or more of the same portfolio companies as a Fund. Co-invest opportunities generally are also expected to be presented to certain affiliates of the Advisers, as well as third party investors and other persons, and such co-investments may be effected through co-invest vehicles, directly in a particular portfolio company or through an intermediate entity in a portfolio company's structure. Additionally, a Fund generally reserves the right to invest together with other Funds advised by an affiliated adviser of OpenGate in the manner set forth in the Governing Documents. OpenGate will determine the allocation of investment opportunities in a manner that it believes is fair and equitable to its clients under the circumstances over time consistent with OpenGate's obligations and reserves the right to take into consideration factors such as the following: the client's investment restrictions and objectives (including those set forth in the relevant client's governing documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition and cash level and applicable regulatory restrictions. In the case of co-investments, OpenGate may grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in Fund portfolio companies or otherwise to have priority in co-investment opportunities.

OpenGate and its affiliates, principals and employees expect from time to time to carry on investment activities for their own account, for personal or employee investment vehicles and, potentially, for family members, friends or others who do not invest in a Fund, as well as give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, any Fund, even though their investment objectives may be the same or similar. The Governing Documents and investment programs of certain vehicles sponsored by OpenGate (the "**Reference Funds**") generally restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Reference Funds or give priority with respect to investments to such Reference Funds. Some of these restrictions could be waived by investors (or their representatives) in such Reference Funds or be subject to limitations (*e.g.*, by time or percentage of capital deployed).

From time to time, a General Partner reserves the right to advance funds on behalf of a Fund and contribute such amounts to the relevant Fund as a special interim capital contribution for investment, to be redeemed at a later date. A yield amount in connection with such borrowing typically is borne by the relevant Fund, consistent with the Governing Documents. OpenGate will effect such borrowings consistent with a Fund's Governing Documents and in a manner it believes to be fair and equitable under the circumstances to the Fund.

BROKERAGE PRACTICES

OpenGate focuses on securities transactions of private companies and generally purchases and sells such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, OpenGate reserves the right to also distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, such as where a public trading market exists. Although OpenGate does not intend to regularly engage in public securities transactions, to the extent it does so, it intends to follow the brokerage practices described below.

If OpenGate sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by OpenGate. In such event, OpenGate will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, OpenGate reserves the right to consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

OpenGate has no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or “posted” commission rate, but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although OpenGate generally seeks competitive commission rates, it may not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Consistent with OpenGate seeking to obtain best execution, brokerage commissions on client transactions are permitted to be directed to brokers in recognition of research furnished by them, although OpenGate generally does not make use of such services at the current time and has not made use of such services since its inception. Such research services could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. As a general matter, research provided by these brokers would be used to service all of OpenGate’s Funds. However, each and every research service may not be used for the benefit of each and every Fund managed by OpenGate, and brokerage commissions paid by one Fund may apply towards payment for research services that might not be used in the service of such Fund. Research services may be shared between OpenGate and its affiliates.

OpenGate will employ no agreement or formula for the allocation of brokerage business on the basis of research services; however, OpenGate, in its discretion reserves the right to cause the Funds to pay such brokers a commission for effecting portfolio transactions in excess of the amount of commission another broker adequately qualified to effect such transactions would have charged for effecting such transactions. This generally arises where OpenGate has determined in good faith that such commission is reasonable in relation to the value of brokerage and research services received. In reaching such a determination, OpenGate would not be required to place or

attempt to place a specified dollar value on the brokerage or research services provided by such broker.

OpenGate will periodically determine which brokers have provided research that has been helpful in the management of Funds. To the extent consistent with OpenGate's goal to obtain best execution for its clients, OpenGate reserves the right to seek to place a portion of the trades that it directs with the brokers who are identified through this process.

To the extent that OpenGate allocates brokerage business on the basis of research services, it expects to have an incentive to select or recommend broker-dealers based on the interest in receiving such research or other products or services, rather than based on its Funds' interest in receiving most favorable execution. To the extent OpenGate uses "soft dollars" on behalf of the Funds, it intends to seek to do so within the safe harbor provided by Section 28(e) of the Securities Exchange Act of 1934, as amended.

OpenGate does not anticipate engaging in significant public securities transactions; however, to the extent that OpenGate engages in any such transactions, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for Funds are completed independently, OpenGate also reserves the right to purchase or sell the same securities or instruments for several Funds simultaneously. From time to time, OpenGate expects, but is not obligated, to purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or "batched" to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating Fund of OpenGate is favored over any other Fund. When an aggregated order is filled in its entirety, each participating Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. To the extent such orders are not batched, they may have the effect of increasing brokerage commissions or other costs.

When an aggregate order is partially filled, the securities purchased or sold will normally be allocated on a *pro rata* basis to each Fund participating in such buy or sell order in accordance with the amount of securities originally requested for such Funds.

Each Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to *pro rata* allocations are permissible provided OpenGate believes they are fair and equitable to its clients under the circumstances over time.

In OpenGate's private company securities transactions on behalf of the Funds, OpenGate reserves the right to retain one or more broker-dealers or investment banks, the costs of which will be borne by the relevant Fund and/or its portfolio companies. In determining to retain such parties, OpenGate reserves the right to consider a variety of factors, including: (i) capabilities with respect to the type of transaction being contemplated; (ii) commissions or fees charged; (iii) reputation of the firm being considered; and (iv) responsiveness to requests for information. As a result, although OpenGate generally will seek reasonable rates for such services, the market for such services involves more subjective evaluations than public securities brokerage transactions, and the Funds may not pay the lowest commission or fee for such services.

REVIEW OF ACCOUNTS

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, OpenGate closely monitors companies in which the Funds invest, and the OpenGate Chief Compliance Officer periodically checks to confirm that each Fund is maintained in accordance with its stated objectives.

Each Fund generally will provide to its limited partners (i) annual GAAP audited financial statements, (ii) quarterly unaudited financial statements, and (iii) annual tax information necessary for each limited partner's tax return.

CLIENT REFERRALS AND OTHER COMPENSATION

OpenGate and/or its affiliates intend to provide certain business or consulting services to companies in a Fund's portfolio and expect to receive compensation from these companies in connection with such services. As described in the Governing Documents, this compensation may, in many cases, offset a portion of the Management Fees paid by such Fund. However, in other cases (*e.g.*, reimbursements for out of pocket expenses directly related to a portfolio company), these fees are in addition to Management Fees. See "Fees and Compensation."

OpenGate reserves the right from time to time to enter into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential investor becoming a limited partner in a Fund. Any fees payable to any such placement agents generally will be borne by OpenGate indirectly through an offset against the Management Fee under the Governing Documents, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant Fund(s). OpenGate currently has retained UBS, a registered broker-dealer, to solicit Commitments for Fund II from prospective investors in exchange for a non-refundable, non-credited fee based on a percentage of the total of such Commitments, in addition to the reimbursement of certain expenses, and expects to enter into a similar arrangement with a registered broker-dealer with respect to the offering of interests in future Funds.

CUSTODY

As required by the Advisers Act, OpenGate has established an account with one or more qualified custodians to hold funds and securities on behalf of the Funds. In addition, the Funds are audited by an independent public accountant annually and such audited financial statements are distributed to investors in accordance with Rule 206(4)-2 under the Advisers Act.

INVESTMENT DISCRETION

OpenGate has discretionary authority to manage investments on behalf of each Fund. As a general policy, OpenGate does not allow clients to place limitations on this authority. Pursuant to the terms of the Governing Documents, however, OpenGate and/or its affiliates have entered, and expect to enter, into Side Letters arrangements with certain limited partners whereby the terms applicable to such limited partner's investment in a Fund are altered or varied, including, in some

cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. OpenGate assumes this authority pursuant to the terms of the Governing Documents and powers of attorney executed by the limited partners of such Fund.

VOTING CLIENT SECURITIES

OpenGate has adopted the OpenGate Proxy Voting Policies and Procedures (the “**Proxy Policy**”) to address how it will vote proxies, as applicable, for the Funds’ portfolio investments. The Proxy Policy seeks to ensure that OpenGate votes proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. OpenGate generally believes its interests are aligned with those of each Fund’s investors, for example, through the principals’ beneficial ownership interests in such Fund and therefore will not seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that OpenGate may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund’s advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, a Fund’s advisory board is authorized to approve OpenGate’s vote in a particular solicitation. OpenGate does not consider service on portfolio company boards by OpenGate personnel or OpenGate’s receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by OpenGate when voting proxies on behalf of a Fund. If you would like a copy of OpenGate’s complete Proxy Policy or information regarding how OpenGate voted proxies for particular portfolio companies, please contact Shahram Haghighi, OpenGate’s Chief Compliance Officer, at (310) 432-7051, and it will be provided to you at no charge.

FINANCIAL INFORMATION

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