



## FORM ADV Part 2A Firm Brochure as of March 30, 2020

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### **Manulife Investment Management Private Markets (US) LLC** *formerly Hancock Capital Investment Management, LLC*

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Boston, Massachusetts 02116

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This brochure provides information about the qualifications and business practices of Manulife Investment Management Private Markets (US) LLC. If you have any questions about the contents of this brochure, please contact us at (617) 572-0693 or [jasonpratt@jhancock.com](mailto:jasonpratt@jhancock.com).

Manulife Investment Management Private Markets (US) LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about the investment adviser also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Material Changes

Manulife Investment Management Private Markets (US) LLC (“Manulife IM PM (US)” or the “Firm”) last updated its brochure on January 22, 2020. The following additional material updates have been made to the brochure.

- **Item 4E—Assets Under Management.** The Firm has updated its assets under management.
- **Item 8B & C—Risks of Investment Strategy and Types of Investments.** The Firm has provided additional risk of loss disclosures related to cybersecurity breaches, market disruptions, health crises (including pandemics), terrorism, and other geopolitical risks.

Manulife IM PM (US) will ensure that its advisory clients receive subsequent brochures, together with a summary of any material changes, within 120 days of the close of the Firm’s fiscal year. The Firm will further provide other ongoing disclosure information about material changes as required. The Firm will provide you with a new brochure as necessary based on material changes or new information at any time without charge.

Currently, Manulife IM PM US’ brochure can be requested by contacting Jason Pratt, Chief Compliance Officer at (617) 572-0693 or [jasonpratt@jhancock.com](mailto:jasonpratt@jhancock.com). Additional information about the Firm is also available via the SEC’s web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## Item 4 – Advisory Business

### A. The Company

Manulife Investment Management Private Markets (US) LLC (“Manulife IM PM (US)” or the “Firm”) is a direct wholly-owned subsidiary of the Manufacturers Investment Corporation. Manulife IM PM (US) is an indirect wholly-owned subsidiary of Manulife Financial Corporation, a Canadian-based global financial services group and publicly-held corporation that trades under the symbol ‘MFC’ on the Toronto Stock Exchange, the New York Stock Exchange, and Philippine Stock Exchange, and under ‘945’ on the Stock Exchange of Hong Kong (“Manulife Financial Group”). Manulife Financial Group’s equity real estate, commercial mortgage loans and bonds, subordinated real estate debt, private placement debt, mezzanine, private equity, leveraged senior loan, oil and gas, timber and farmland investment activities are collectively branded as Manulife Investment Management Private Markets. U.S. equity real estate, commercial mortgage loan, subordinated real estate debt, private placement and public debt, mezzanine, private equity, and leveraged senior loan investment advisory services are principally offered to third parties through Manulife IM PM (US).

Manulife IM PM (US) was formed as a Delaware limited liability company on October 5, 2007 and was registered as an investment adviser under the Investment Advisers Act of 1940, as amended, on December 5, 2007. Effective December 31, 2007, Manulife IM PM US began to assume investment management responsibility from John Hancock Life Insurance Company (“JHLICO”) for investment advisory services being provided to clients by JHLICO. JHLICO was merged into John Hancock Life Insurance Company (U.S.A.) (“John Hancock”) on December 31, 2009. Prior to January 17, 2020, Manulife Investment Management Private Markets (US) LLC was known as Hancock Capital Investment Management, LLC. Manulife IM PM (US) and John Hancock are both direct wholly-owned subsidiaries of Manufacturers Investment Corporation as well as indirect wholly-owned subsidiaries of Manulife Financial Corporation. Today, Manulife IM PM (US)’s advisory services are provided through four distinct investment groups. The four groups are aligned with John Hancock’s Corporate Finance Group, Private Equity and Credit Group, Real Estate Finance Group, and Real Estate Division. Separate from their Manulife IM PM (US) roles, the investment professionals in each group also have similar investment roles for John Hancock and its affiliated insurance companies. The officers and directors of the Firm are primarily comprised of United States-based employees of John Hancock. Where appropriate, the Firm has disclosed in this brochure the primary material conflicts of interest that are likely to arise from the overlap in investment responsibilities.

### B. Advisory Services

Manulife IM PM US manages advisory client portfolios with varied mandates. The Firm’s investment strategies for its clients include providing advice, making recommendations, and making investments in public and private investments, including corporate bonds of various quality levels, structured finance obligations, mezzanine securities, direct and indirect private equity investments, leveraged senior loans, commercial real estate mortgage loans and bonds, subordinated real estate debt, and real estate equity and real estate-related structures and vehicles, and other debt instruments. Depending on the specific strategy, the Firm’s investment approach is based on in-depth credit and

equity analysis (as applicable), a thorough underwriting process, and disciplined pricing of securities and other assets. Manulife IM PM US has the option to use derivatives within certain client mandates in a limited manner.

*Corporate Finance Group*—The Firm’s Corporate Finance Group offers discretionary and non-discretionary investment management services. Services are provided to separately managed accounts and funds related to investments in public and private market fixed income, equity, and other securities. Certain members of this Group focus on providing investment management services with respect to controlling and non-controlling interests in private equity infrastructure investments. The Corporate Finance Group also provides non-discretionary credit support services to affiliate advisory accounts.

*Private Equity and Credit Group*—The Firm’s Private Equity and Credit Group offers discretionary and non-discretionary investment management and other services with respect to private equity co-investments, private equity funds (“Fund-of-Funds”), private equity secondaries, mezzanine securities, and leveraged senior loans to separately managed accounts and funds. The Group also provides certain non-discretionary sourcing of private equity investments to affiliate advisory accounts.

*Real Estate Finance Group*—The Firm’s Real Estate Finance Group offers discretionary and non-discretionary separately managed account and fund strategies for the origination, acquisition, and servicing of commercial real estate mortgage loans and bonds (office, retail, industrial, multi-family, parking garages, manufactured housing communities, self-storage, and other commercial properties). The Real Estate Finance Group also provides investment management services with respect to subordinated real estate debt such as second mortgage loans and mezzanine real estate loans. Services include loan sourcing, credit underwriting, ongoing active portfolio management, and loan servicing.

*Real Estate Division*—The Firm’s Real Estate Division offers discretionary and non-discretionary separately managed account and fund strategies for the acquisition, management, and disposal of real estate equity investments (including and but not limited to retail, office, industrial, multifamily, mixed-use, and other real estate property types). These properties are typically completed (*i.e.*, fully developed and operational) but could be in the development stage. Additionally, property management services are typically provided separately by Manulife IM PM (US) or its affiliate.

It is anticipated that for certain of our investment strategies and, to the extent permitted by its management contracts, Manulife IM PM (US) will delegate discretionary or non-discretionary investment management activities to affiliated sub-advisers who manage all or a portion of a portfolio. The Firm will also utilize the services of certain personnel of our affiliates, as supervised persons under personnel sharing arrangements or other inter-company arrangements entered into with affiliates. To the extent a Manulife IM PM (US) affiliate is hired as a sub-adviser for a Manulife IM PM (US) account, the Firm is responsible for the ongoing supervision and regular monitoring of the investment activities and competence of the affiliated investment manager.

### C. Meeting Investment Objectives

Manulife IM PM (US) works with each of its advisory clients to define the appropriate investment advisory services and develop investment guidelines based upon the client's investment objectives. Advisory services are documented in a written investment advisory agreement, limited partnership agreement, limited liability company agreement, indenture, or other similar agreement and can include:

- evaluating prospective investment opportunities within the client's investment guidelines;
- making decisions or providing advice and recommendations regarding the purchase and disposition of investments as well as waivers/modifications of such investments;
- structuring and negotiating investments;
- working with legal counsel to prepare documentation;
- monitoring investments; and
- other ancillary investment-related support services.

Manulife IM PM (US) manages client portfolios with varied mandates. In most cases, the investment guidelines (including restrictions on investing in certain types of investments or other limits) are negotiated at the time the account or fund is established. Some clients request, or are asked by the Firm to consider, amendments to their guidelines as their needs change, as specific financial conditions of an investment develop, or in response to a change in market conditions.

### D. Wrap Fee Program

Manulife IM PM (US) does not participate in wrap fee programs.

### E. Client Assets

As of 12/31/2019, Manulife IM PM (US) had \$20,626,671,603 in assets under management ("AUM") on a discretionary basis and \$3,249,038,517 in AUM on a non-discretionary basis.

The above AUM amount differs from Manulife IM PM (US)'s "regulatory assets under management" which is used in Form ADV Part 1A. Form ADV Part 1A requires investment advisors to report their "regulatory assets under management." To calculate "regulatory assets under management" an advisor is required to include in the assets for private fund advisory clients the amount of any uncalled commitment pursuant to which a person is obligated to acquire an interest in, or make a capital contribution to, the private fund.

## Item 5 – Fees and Compensation

### A. & B. Overview

As further described below, Manulife IM PM (US) is compensated under several different fee structures, depending on the client and the investment strategy. All fees are subject to negotiation and the manner in which they are charged is documented in a written agreement with the client.

In certain cases, clients can select to have fees billed directly, deducted from client distributions, or deducted from client assets by the custodian. For other clients, the Firm has the fees deducted from income or proceeds that would otherwise have been available to be distributed by the custodian. The Firm generally bills fees directly to clients on a monthly, quarterly or semi-annual basis. Unless otherwise agreed to in a client's written agreement with the Firm, upon termination of any client account, any prepaid, unearned fees would be promptly refunded, and any earned, unpaid fees, would be due and payable. Such fees would be calculated on a pro-rated basis according to the number of days elapsed during the billing period.

Manulife IM PM (US)'s fees are exclusive of other fees and expenses that are incurred by, or on behalf of, the client as documented in a written agreement with the client. If any such expenses are paid by the Firm, the client will reimburse the Firm or its affiliates for those expenses.

The following describes the types of fee arrangements under which Manulife IM PM (US) is compensated.

### Fee Arrangements for Private Placement & Bond Investment Strategies— Mezzanine, Leveraged Senior Loans, Private Equity Investments

*Asset-Based Management Fees*—Manulife IM PM (US) receives management fees for providing discretionary and non-discretionary investment advisory and consultancy services to clients. Depending on the client, these fees are payable quarterly in advance, or monthly, quarterly, or semi-annually in arrears. Any payment made in advance for a period other than a full quarterly period would be adjusted on a prorated basis according to the number of days elapsed. These fees are individually negotiated and range in size from 0.05% to 1.5% per annum of:

- a client's assets under management, or
- a client's outstanding principal amount of securities, or
- a client's funding commitment, capital invested, or fair market value, subject in some cases to adjustment according to predetermined formulas.

As provided for in certain private fund limited partnership agreements, the management fee expense allocable to the limited partners may be reduced (or offset) by certain of other fees received by Manulife IM PM (US) or its affiliates.

*Performance-Based Fees*—In addition to asset-based management fees, mezzanine securities, leveraged senior loan, or private equity clients could also pay performance-based fees, which are commonly referred to as “carried interest,” to the general partner of the respective fund and/or

Manulife IM PM (US). The general partner of certain clients is a related party of Manulife IM PM (US). In these circumstances, the general partner or Manulife IM PM (US) can earn between 5% to 20% of the profits generated by the respective fund subject to a preferred return hurdle and predetermined distribution waterfall.

### Fee Arrangements for Private Placement & Bond Investment Strategies—Private Equity Infrastructure Portfolios

*Asset-Based Management Fees*—Manulife IM PM (US) can receive management fees for providing discretionary and non-discretionary investment advisory and consultancy services to clients. Depending on the client, these fees are payable quarterly in advance, or monthly, quarterly, or semi-annually in arrears. Any payment made in advance for a period other than a full quarterly period would be adjusted on a prorated basis according to the number of days elapsed. The fees are individually negotiated and are based on:

- a client's assets under management, or
- a client's outstanding principal amount of securities, or
- a client's funding commitment, capital invested, or fair market value, subject in some cases to adjustment according to predetermined formulas.

For one private equity infrastructure private fund client, Manulife IM PM (US) receives a management fee at a rate based on the aggregate capital commitment of the limited partners to the fund (subject to specific limited partner capital commitment and lead investor management fee breakpoints) and payable quarterly in arrears only with respect to the aggregate funded portion of the limited partner's capital commitment. As provided for in the fund's limited partnership agreement, the management fee allocable to the limited partners may be reduced (or offset) by certain of other fees received by Manulife IM PM (US) or its affiliates.

*Performance-Based Fees*—In addition to asset-based management fees, private equity infrastructure fund clients typically also pay performance-based fees.

Private equity infrastructure strategies are only offered to “qualified purchasers” and “knowledgeable employees” as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940. As a result, SEC rules permit Manulife IM PM (US) to omit from this brochure its specific private equity infrastructure fee schedule.

### Fee Arrangements for Private Placement & Bond Investment Strategies—Other Private Placement & Bond Portfolios

Manulife IM PM (US) receives management fees for performance of discretionary and non-discretionary investment advisory, consultancy, and sub-advisory services. These fees are individually negotiated with a client or the investment adviser and currently range from .066% to 1.5% per annum based on market value. Depending on the agreement with the client or the investment adviser, these fees are calculated monthly or quarterly by Manulife IM PM US or a client's representative based on market values established by the Firm or other person.



## Fee Arrangements for Credit Support Services

Manulife IM PM (US) provides non-binding credit review analysis and advice related to non-US private placement notes, bonds and/or other private investments issued outside the US by non-U.S. entities. The fees for these services and strategies are currently only provided to Manulife IM PM (US) affiliates for proprietary investment activities. These fees are calculated and billed monthly, quarterly, or semi-annually in arrears. The fees for these services and strategies are structured either as a percentage of assets under management or on cost with a mark-up. Credit support services are only offered to “qualified purchasers” as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940. As a result, SEC rules permit Manulife IM PM (US) to omit from this brochure its specific credit support and public equity strategy fee schedule.

## Fee Arrangements for Real Estate Finance Investments Strategies

As further described below, the Firm’s fees related to commercial real estate mortgage loans and subordinated real estate debt strategies are subject to negotiation, and the manner in which they are charged is documented in a written agreement with the advisory client. Additionally, in the case of commingled funds, fee arrangements are also outlined and disclosed in the private placement memorandum and other relevant offering documents. Generally, the advisory client will pay the Firm a management fee (which likely includes but is not limited to a mandatory origination and portfolio management component, as well as a servicing fee component) each calendar quarter, in arrears, as compensation for services performed or provided under the written agreement, based on the average value of the advisory client’s account as of the last day of each month or quarter for each calendar quarter. Real estate finance investment strategies are only offered to “qualified purchasers” as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940. As a result, SEC rules permit Manulife IM PM (US) to omit from this brochure its real estate finance fee schedule.

## Fee Arrangements for Real Estate Equity Investments Strategies

Manulife IM PM (US)’s fees related to commercial real estate equity strategies are subject to negotiation, and the manner in which they are charged is documented in a written agreement with the advisory client. Additionally, in the case of commingled funds, fee arrangements are also outlined and disclosed in the private placement memorandum and other relevant offering documents. Generally, the advisory client will pay to the Firm an investment management fee each calendar quarter, in arrears, as compensation for services performed or provided under the written agreement, based on the average net asset value of the advisory client’s account as of the last day of each month, quarter, or year. Additionally, advisory clients will typically pay the Firm a separate acquisition fee with respect to each new portfolio property based on the gross purchase price of the property. The acquisition fee is generally payable at the closing of the acquired property. In addition, advisory fees may include compensation for reasonable start-up expenses associated with a particular client’s account. Finally, the Firm charges certain advisory clients a disposition fee equal to a percentage of the net sales proceeds of a property. For an offshore real estate fund, the Firm will receive a sub-advisory fee from the affiliated manager of the fund for Manulife IM PM (US)’s non-discretionary management services which equal all costs and expenses incurred (inclusive of

third party costs and all allocated internal and overhead costs) under the sub-advisory agreement, plus a percentage of all such costs and expenses (excluding third party expenses paid by the fund) under the sub-advisory agreement.

Subject to the terms of each client's written agreement with Manulife IM PM (US), certain real estate equity clients pay the Firm a development performance fee. The Firm's development performance fee is typically based on a portfolio's development properties exceeding a certain pre-determined internal rate of return. Development properties are classified as raw land or other property on which ground-up development (including knock-downs) is expected. Whether a client's portfolio is subject to Manulife IM PM (US)'s development performance fee will be specified in a written agreement with such client. The written agreement will also specify the specific fee calculation formula, property subject to the fee, fee timing, hurdle rates, and any fee clawback features, if any.

Real estate equity investment strategies are only offered to "qualified purchasers" as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940. As a result, SEC rules permit Manulife IM PM (US) to omit from this brochure its specific real estate equity strategy fee schedule.

### C. Other Types of Fees or Expenses

In addition to management, management-related, and performance fees paid to Manulife IM PM (US) (as described in Items 5A & 5B), advisory clients will also be responsible for fees and expenses incurred in connection with such investments, which can include but are not limited to custodian, transaction, assignment, management, and other fees and expenses contractually owed to financial sponsors who require compensation for managing and/or structuring investments which clients make alongside the sponsor, and brokerage and finder fees and expenses.

*Private Placements and Bond Investments*—Item 12 further describes the factors that Manulife IM PM (US) considers in selecting or recommending broker-dealers for client securities transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

When investing in private assets, clients are responsible for paying fees and expenses associated with establishing and maintaining a position in the private assets including certain (i) costs associated with origination, evaluating, negotiating, structuring, development, construction, acquiring, financing, re-financing, holding, monitoring, and disposing of investments (including fees and expenses relating to legal, accounting, appraisal and valuation, broker fees, investment banking fees, third party advisors and consultants, due diligence, travel, and other services incurred in connection with the evaluation, structuring, and negotiation of any investment that forms part of the advisory client's Manulife IM PM (US)-managed portfolio (whether such investment is completed or not), break-up fees, indemnification expenses, structural and environmental studies, dead deal costs), (iii) costs of preparing financial, tax, regulatory, and other reports and communications (including the costs of client communication platforms), (iv) all taxes and regulatory fees, and (v) all legal (including litigation expenses), accounting, custodial, and consulting fees incurred in connection with investment, which may include an allocated portion of

the costs of internal legal counsel of the Firm.

Private fund clients are also responsible for paying expenses associated with organizing and maintaining the respective fund and the sale of the interests to the limited partners (including placement fees). Fees and expenses associated with establishing and maintaining the private funds generally include, but are not limited to (in addition to the fees and expenses outlined above related to the fund's investment) (i) the costs associated with the respective fund's advisory committee meetings and meetings of the limited partners (including accommodations, food, etc.), (iii) costs of preparing financial, tax, regulatory, and other reports and communications (including the costs of client communication platforms) to the limited partners, (iv) all banking charges, taxes, and insurance payments, (v) all legal (including litigation expenses), accounting, custodial, and consulting fees incurred in connection with the business and management of the respective fund, , which may include an allocated portion of the costs of internal legal counsel of the Firm, and (vi) organizational expenses (see below). These fees and expenses are described more fully in each private fund limited partnership agreement or other document governing the relationship between Manulife IM PM (US) and the client.

Manulife IM PM (US) and certain general partners of certain Manulife IM PM (US)-advised private funds have adopted policies to address the proper and accurate charging of fees and expenses (including "broken deal expenses") in accordance with the advisory client's investment management agreement (and in the case of a private fund, the respective fund's limited partnership agreement) and, in the event that selected fees and expenses are not explicitly addressed by the investment management agreement or limited partnership agreements, or are incurred on behalf of two or more funds or co-investors, ensure a fair allocation of fees and expenses to the appropriate funds and disclose the allocations to the Firm's clients (and in the case of a private fund to the fund's limited partners or limited partner advisory committee). For mezzanine securities and private equity co-investment advisory clients, the general partner for the fund that is presently making new investments, and any co-investment vehicles (collectively, the "Fund Pool"), have adopted specific policies regarding the allocation of broken deal expenses (e.g., research costs, travel costs and professional fees, and other expenses incurred in deal sourcing activities related to specific transactions that never materialize). The policies state that 100% of broken deal expenses will be allocated to the Fund Pool if a potential investment is less than or equal to the targeted investment size based on achieving a desired level of diversification for the portfolio. If a potential investment is more than the targeted investment size, then the Fund Pool will bear the percentage of the expense amount equal to the targeted investment size over the total potential investment that John Hancock and affiliates are considering being allocated to the Fund Pool and the remainder allocated to John Hancock or its co-investors.

Additionally, certain private fund clients pay their share of fund organizational expenses borne by the fund, the affiliate general partner, or Manulife IM PM (US). These organizational expenses include but are not limited to travel, printing, legal, accounting, marketing, information technology systems, and other expenses incurred by the fund entity, the general partner, Manulife IM PM (US) or its affiliates in connection with the start-up and organization of any fund entity and its general partner, and all costs and expenses incurred in connection with offering and selling limited partner interests in any fund entity (including affiliate and non-affiliate placement agent fees). Certain of

the private fund clients have used affiliated placement agents and/or third-party placement agents to market and sell the fund interests to limited partners. For certain of these private funds, the limited partnership agreement may also provide for a Manulife IM PM (US) management fee offset to the extent the organizational expense cap of the fund is exceeded or if the fee is paid to an affiliate placement agent. However, fees paid to third-party placement agents, distributors, or broker-dealers whether incurred directly by the fund or indirectly by the fund (for instance by a Manulife IM PM (US) or its affiliate) are generally not subject to management fee offset unless specified in the fund's limited partnership agreement.

A portfolio company may be required to reimburse Manulife IM PM (US) for expenses (including without limitation travel, meals and entertainment expenses) incurred by the Firm in connection with its performance of services for such portfolio company. Such reimbursements are not generally not subject to the sharing arrangements described below. Also, on occasion the Firm and its affiliates perform management, advisory, transaction-related, financial advisory and other services for, and will receive fees from, actual or prospective portfolio companies or other investment vehicles of its private fund clients. Such fees are in addition to any management fees paid by the client to Manulife IM PM (US). Although these fees are in addition to management fees, the Firm is required to reduce its management fee by the management fee bearing partners' share of the mezzanine securities, private equity co-investment, private equity infrastructure private fund's share of any such fees received by the Firm in connection with the investment of fund capital, net of related expenses (this amount could be as low as 80% for earlier funds). Accounts owned by John Hancock or managed accounts of John Hancock that participate in investments alongside a fund generally have a right to share pro rata in such fees, and management fees will generally not be reduced in connection with the receipt of such entities' share of such fees. The Firm will determine the amount of these fees in its own discretion, subject to agreements with portfolio companies and third parties, and the amount of such fees and reimbursements may not (except in connection with the reductions described above) be disclosed to investors in the fund. In many cases with respect to the implementation of the arrangements described above, there is not an independent third party involved on behalf of the relevant portfolio company. Therefore, a conflict of interest might exist in the determination of any such fees and other related terms in the applicable agreement with the portfolio company.

For a certain private funds and as described in the fund's offering materials, John Hancock may sell to the fund a certain pool of assets held by John Hancock. Since slices of each of these assets will generally be sold to the fund with each closing of the fund, certain investors participating in those closings occurring after the first fund close will be required to pay directly to John Hancock a fee in consideration for John Hancock warehousing their allocable piece of the asset prior to its sale to the fund in the subsequent close. The fee would not typically be payable by the fund. The fee is typically structured as a basis point fee over a spread, if charged.

*Private Placement and Bond Credit Support Services*—Subject to the terms of each client's written agreement with Manulife IM PM (US), an advisory client contracting with the Firm for non-discretionary credit support services is responsible for out of pocket expenses related to the Firm's services as agreed to between the Firm and the advisory client.

*Real Estate Finance Investments*—Subject to the terms of each client’s written agreement with Manulife IM PM (US), the advisory client is responsible for its pro rata portion of any fees, expenses, or penalties incurred by or on behalf of the client account relating to any investment in its Manulife IM PM (US)-managed commercial real estate mortgage loan and bond (including subordinated real estate debt) portfolio, including but not limited to all brokerage charges, recording, transfer or registration fees, filing fees, agent fees, cashiering fees, custodial, ongoing sub-servicing fees to financial intermediaries, and any taxes payable by (or required to be withheld on behalf of) the advisory client or to which the advisory client is subject. In addition, the advisory client is responsible for its pro rata share of any fees and expenses relating to the legal, accounting, third party advisors and consultants, due diligence and other services incurred in connection with the evaluation, structuring, and negotiation of any investment that forms part of the advisory client’s Manulife IM PM (US)-managed portfolio (whether such investment is completed or not), and any obligations incurred with respect to the mortgages in the client’s portfolio. For greater certainty, in the event that Manulife IM PM (US) or any of its affiliates incurs any otherwise unreimbursed out-of-pocket cost or expense owing to the advisory client in the course of providing services pursuant to the investment management agreement in order to preserve or enhance the value of any investment, including, without limitation, any cost or expense relating to litigation with respect to such investment or the restructuring of such investment, the advisory client will reimburse Manulife IM PM (US) in full for its pro rata share of such cost or expense, based upon the proportion that such investment bears to the total applicable loan.

Additionally and if required by the investment management agreement, to the extent an advisory client directs the sale of a mortgage loan or bond prior to its maturity or terminates the investment management agreement prior to the maturity of the mortgage loans or bonds in the portfoliosuch sales, transfers or terminations are subject to further restrictions such as rights of first refusal and/or the purchaser entering into a servicing agreement with an affiliate of Manulife IM PM (US).

*Real Estate Equity Investments*—Subject to the terms of each client’s written agreement with Manulife IM PM (US), the advisory client is responsible for any fees, costs, taxes, expenses, or penalties incurred by or on behalf of the client account relating to any portfolio asset in its Manulife IM PM (US)-managed portfolio as well as any proposed portfolio asset approved for a client’s account (whether or not such investment is successfully completed), including but not limited to all deposits, brokerage charges, custodial fees, recording, transfer, registration or documentary fees and/or taxes, filing fees, agent fees (including without limitation escrow, paying or cashiering agents), taxes payable or required to be withheld by or in respect of a client or to which the client is subject, any fees and expenses relating to the legal, accounting, bank or other financial intermediaries, third party advisors and consultants, due diligence, title insurance, escrow, inspection, appraisals, and other services incurred in connection with the evaluation, structuring, and negotiation of the acquisition or disposition of a portfolio asset or the ongoing administration, servicing, maintenance, and management of a portfolio asset (including without limitation fees payable to any Manulife IM PM (US) affiliated or unaffiliated property management company), any advance, periodic or ongoing funding obligations incurred in respect of a portfolio asset, litigation and restructuring costs and expenses and all other out-of-pocket reimbursable expenses of Manulife IM PM (US). These payment obligations are separate from Manulife IM PM (US)’ fees (as described in Items 5A & 5B). For a certain offshore real estate fund, Manulife IM PM (US)

will be entitled to reimbursement from the fund's investment manager for all expenses, costs, taxes or penalties incurred in connection with Manulife IM PM (US)'s performance of its sub-advisory duties.

Manulife IM PM (US) has entered into separate administration agreements with certain advisory clients to provide certain real estate investment-related administrative functions. Depending on the arrangement with the real estate advisory client, administrative services can be provided in connection with the advisory agreement or by separate agreement or agreements with Manulife IM PM (US) or its affiliates. These services can include strategic planning, managing risk management strategies, investor relations, litigation, marketing, formation and supervision of parallel funds, insurance management, transfer agency, oversight of audit services, coordination of appraisal services, cash management, oversight of credit facilities, financing strategies, capital structure management, books and records, oversight of accounting services, engagement and oversight of agents, outside attorneys, accountants, engineers, appraisers, consultants, contractors and other professionals on behalf of the advisory client account and other services as set forth by contract or other written arrangement with the advisory client. Manulife IM PM (US)'s fee for these administrative services can be structured as a fixed percentage of the advisory client accounts AUM or NAV. In the case of one private real estate fund client, the specific fee obligation belongs to the investors in the fund and the fee rate contains discounted break points depending on an investor's share of the NAV of the private fund and/or whether the investor's share of the Fund's NAV was part of a cornerstone investor commitment.

Additionally, Manulife IM PM (US) real estate equity clients are typically required to enter into a property management agreement with a Manulife IM PM (US) affiliate or third party for the day-to-day management of the acquired portfolio assets. Subject to the terms of the specific written property management agreement and (in addition to the payment of asset-related expenses of the portfolio property) the client will typically pay a property management fee payable monthly in advance, development fees, leasing fees, and construction management fees equal to a percentage of the cost of any interior and exterior construction, renovation, or repair of a portfolio property (other than ordinary maintenance and repairs).

These payment obligations outlined above to Manulife IM PM (US) and its affiliates are separate from Manulife IM PM (US)'s fees (as described in Items 5A & 5B). Finally, in the event that the property is managed by a third-party provider (other than Manulife IM PM (US), John Hancock, or their affiliates), the client is typically also required to pay Manulife IM PM (US) or John Hancock an additional asset management fee for the oversight and management of the third-party provider.

*Other*—Additionally, while certain fees and expenses are generally negotiable, those advisory accounts co-investing with certain Manulife IM PM (US) registered investment company advisory clients (the "1940 Act Trusts") will be limited in their ability to negotiate non-pro rata assessment of certain investment-related fees and expenses. Co-investments in senior loans, private placement, and mortgage loans would be subject to this limitation. For a more expansive explanation of this limitation please see Item 12B of this brochure (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).

Finally, in the case of a principal transaction involving portfolio seed assets, the allocation of the transaction fees and expenses are outlined under the relevant fund's offering documents or principal trade consent.

#### **D. Advance Payment of Fees**

For those advisory clients who pay their management fees quarterly in advance, to the extent the management agreement between Manulife IM PM (US) and such client was terminated prior to the end of a fiscal quarter the management fee for such quarter would be pro-rated based on the number of remaining days in the fiscal quarter and any overpayment would be returned by the Firm to the respective advisory client. However, to the extent a management agreement between the Firm and a commercial mortgage mandate client is terminated, certain future components of the management fee (such as origination and portfolio management) related to mortgage investments may be required to be paid to the Firm (or otherwise arranged to be paid to the Firm) as described in the relevant investment management contract.

For certain mezzanine securities fund clients, any carried interest earned by the general partner of such a fund is only paid when the limited partners of the fund have received cumulative proceeds from portfolio assets in excess of the sum of (i) capital contributed to acquire assets which have been disposed of, if any, (ii) impairments from portfolio assets (including those which have not been disposed of), and (iii) certain expenses incurred by the fund. The limited partnership agreement for each such mezzanine fund typically includes a term which provides that, in the event that the general partner receives carried interest in excess of a defined formula, the excess amounts will be returned to the limited partnership.

For certain other fund clients, any carried interest earned by the general partner of such a fund is only paid when the limited partners of the fund have received cumulative proceeds totaling a return of all capital contributed to the fund plus a preferred return on all such capital contributed. The limited partnership agreement for each such fund typically includes a term which provides that, in the event that the general partner receives carried interest in excess of a defined formula, the excess amounts will be returned to the limited partnership.

#### **E. Compensation for Sale of Securities or Other Products**

*Leveraged Senior Loan Origination Transactions*—While Manulife IM PM (US) or its affiliates generally do not act as an underwriter or member of a syndicate in connection with a securities offering, the Firm or its affiliates might act as an underwriter, originator, agent, or member of a syndicate in connection with the origination of leveraged senior loans or lending arrangements with borrowers, where such loans are purchased by the Firm's advisory clients during or after the original syndication. The Firm's advisory clients might purchase such loans directly from the Firm or its affiliates or from other members of the lending syndicate. The Firm or its affiliates may directly or indirectly receive underwriting, origination, or agent fees in connection with such loan originations. As a result, the Firm may have a conflict of interest in connection with such loan origination transactions since it may have an incentive to base its investment recommendation to its advisory clients on the amount of compensation, underwriting, origination or agent fees it would receive

rather than on its advisory clients' best interests. However, certain fees received by the Firm or its affiliates will be shared pro rata if required by the 17(d) Order. See Item 12B of this brochure (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).

## Item 6 – Performance-Based Fees and Side-By-Side Management

In some cases, Manulife IM PM (US) has entered into performance-based fee arrangements with clients, while in other cases, the Firm charges asset-based fees, a combination of asset and performance-based fees, or other fee arrangements. Performance-based fee arrangements can create an incentive for the Firm to recommend investments which might be riskier or more speculative than those which would be recommended under a different fee arrangement. The Firm has processes in place to ensure oversight of investments for certain clients, including the John Hancock approval process (see Item 8A), review of accounts (see Item 13), and reporting to the Credit Committee of Manulife Financial Corporation (see also Item 10C). In addition, John Hancock and its affiliates have made a commitment to co-invest beside certain of these clients, which aligns its interests with that of the clients. Such performance-based fee arrangements can also create an incentive to favor higher fee-paying accounts over other accounts in the allocation of investment opportunities. The Firm has implemented procedures reasonably designed to ensure that all clients are treated fairly and equitably, and to prevent this conflict from influencing the allocation of investment opportunities among clients (see Item 11). Finally, as with all actual or potential conflicts, the Firm's behavior is governed by its fiduciary duty to its clients as expressed in the firm's Code of Ethics.

*Private Equity and Credit Group: Mezzanine and Private Equity (Non-Infrastructure) Investment Strategies*—The general partner (or other affiliated entity) of certain private fund clients is entitled to receive carried interest based on the performance of the assets of such private fund clients. Certain supervised persons of Manulife IM PM (US) are non-managing members or limited partners of these general partner entities. Such employees, as part of their compensation, receive a percentage of the carried interest earned by the general partner. However, these supervised persons do not receive any part of the management fee that is paid to Manulife IM PM (US). The allocation of carried interest to supervised persons can differ from one private fund client to another. Also, the performance of private fund clients can vary over time. These factors could create incentives for supervised persons to favor one private fund client over another. In addition, and as a result of the sub-advisory relationship between Manulife IM PM (US) and MIMPMCC (defined below in Section 10), certain officers of MIMPMCC who provide non-discretionary sub-advisory support to Manulife IM PM (US) related to Manulife Private Equity Partners, L.P. ("MPEP") and Manulife Co-Investment Partners II, L.P. ("MCIP II"), will make capital commitments to MPEP, and will make capital commitments to MCIP II, through a feeder offshore vehicle to MPEP's or MCIP II's respective general partner. These officers of MIMPMCC will also earn carried interest similar to those US-based colleagues with investment management responsibilities to MPEP and therefore such arrangement implicates the same conflict described above. This potential conflict is primarily managed in two ways: (i) for new investments, there is generally only one private fund with a particular strategy or investment focus open for new investments at a time which limits the ability of supervised persons to allocate an investment to a private fund client which would be more



beneficial to them, and (ii) for existing investments, Manulife IM PM (US) and John Hancock have processes in place to ensure oversight of investments for such clients, as noted above, including the John Hancock approval process (see Item 8A), review of accounts (see Item 13), the Firm's Conflicts of Interest and Investment Allocation Oversight Committee (see Item 11), and reporting to the Credit Committee of Manulife Financial Corporation.

On occasion, Manulife IM PM (US) or a related person is paid a closing, transaction, commitment, breakup or other fee by a non-client in connection with giving advice to clients or structuring an investment transaction in which a client invests. In such instances, all, a portion, or none of such fees can be used to offset management fees, or all, a portion, or none of such fees might be retained by the related person. For one of its private fund clients, the Firm is required to reduce the management fee paid by such fund by 80% of the fund's share of any transaction, commitment, break-up or similar fees received by the Firm in connection with the investment of fund capital, net of related expenses, but is permitted to retain the remaining 20% of such fees without reducing the management fee by such amount. The Firm will determine the amount of these fees in its own discretion, subject to agreements with portfolio companies in which such private fund client invests and market norms. These fees compensate the Firm for its expertise in structuring the deal and are a negotiated term of the transaction. Although the Firm receives these fees from actual or prospective portfolio companies, the opportunity to earn these fees can create a conflict of interest between the Firm and the private fund client because the amount of fees that the Firm retains can be substantial. This conflict includes the Firm potentially having a financial incentive to select certain investments that will pay the Firm such a fee versus other investments that will not pay a fee or pay a lesser fee to the Firm. This potential conflict is managed by the Firm's investment oversight processes, as described above in this Item 6.

*Corporate Finance Group: Private Equity Infrastructure Strategies*—The general partner (or related entity) of certain equity infrastructure private fund clients is entitled to receive carried interest based on the performance of the assets of such private fund clients. Certain supervised persons of Manulife IM PM (US) are non-managing members of these general partner entities. Such employees, as part of their compensation, receive a percentage of the carried interest earned by the general partner. Certain of these supervised persons also receive part of the management fee that is paid to the Firm. The allocation of carried interest and the management fee to supervised persons is at the discretion of the board of managers of the general partner. The fund's management fee is paid on invested capital and is not based on the valuation of the fund. The amount of carried interest received by the general partner is necessarily tied to the success and the valuation of the fund's investments. This may create an incentive for the general partner to cause the fund to make investments that are riskier or more speculative than would be the case in the absence of such a carried interest. It may also cause an incentive to use an accounting methodology which would increase the valuation of the fund's investments in order to generate greater compensation. This incentive may be mitigated in the context of the payment of any interim carried interest as a result of the requirement that the general partner calculate the interim carried interest based on values established through an independent third-party valuation process. This incentive is also managed by the fact that the final calculation of the carry is based on proceeds received (likely as a result of a sale of the assets). The management fee and carried interest fee potential conflicts are also managed in two other ways: (i) for new investments, there is generally only one private fund with

a particular strategy or investment focus open for new investments at a time which limits the ability of supervised persons to allocate an investment to a private fund client which would be more beneficial to them and (ii) for existing investments, Manulife IM PM (US) and John Hancock have processes in place to ensure oversight of investments for such clients, as noted above, including the John Hancock approval process (see Item 8A), review of accounts (see Item 13), the Firm's Conflicts of Interest and Investment Allocation Oversight Committee (see Item 11), and reporting to the Credit Committee of Manulife Financial Corporation.

On occasion, Manulife IM PM (US) or a related person is paid a closing, transaction, commitment, breakup or other fee by a non-client in connection with giving advice to clients or structuring an investment transaction in which a client invests. In such instances, all, a portion, or none of such fees can be used to offset management fees, or all, a portion, or none of such fees might be retained by the related person. For the equity infrastructure private fund, Manulife IM PM (US) is required to reduce the management fee paid by such fund by 100% of the fund's share of any transaction, commitment, break-up or similar fees received by the Firm in connection with the investment of fund capital, net of related expenses. John Hancock or its affiliates may have a right to share in such fees, and the private fund's management fees will not be reduced in connection with the receipt of John Hancock or its affiliates share of such fees. The Firm will determine the amount of these fees in its own discretion, subject to agreements with portfolio companies in which such private fund client invests and market norms. These fees compensate the Firm for its expertise in structuring the deal and are a negotiated term of the transaction. Although the Firm receives these fees from actual or prospective portfolio companies, the opportunity to earn these fees can create a conflict of interest between the Firm and the private fund client because the amount of fees that the Firm retains can be substantial. Additionally, the Firm may be paid fees associated with a non-advisory client and non-affiliate account's participation in an investment. These conflicts include Manulife IM PM (US) potentially having a financial incentive to select certain investments that will pay Manulife IM PM (US) or its affiliates a fee versus other investments that will not pay a fee or pay a lesser fee to the Firm or its affiliates. This potential conflict is managed by the Firm's investment oversight processes, as described above in this Item 6.

*Real Estate Division*—In addition to paying Manulife IM PM (US) an investment management fee for real estate equity investments advisory clients will typically pay the Firm a separate acquisition fee with respect to each new portfolio property based on the gross purchase price of the property and can also pay a disposition fee equal to a percentage of the net sales proceeds of a property (see Items 5A & 5B). In addition, certain real estate equity advisory clients will also pay a development performance fee (see Item 5C). Forms of transaction-based compensation can create a conflict of interest between the adviser and the client as to the timing and quality of the transaction, particularly if the transaction or realization event is controlled by Manulife IM PM (US) or its affiliates. However, these conflicts are sometimes mitigated to the extent a Manulife IM PM (US) affiliate is a co-investor in a vehicle alongside the client or Manulife IM PM (US) or its affiliate and the client's investment interests are otherwise aligned. As with all actual or potential conflicts, the Firm's behavior is governed by its fiduciary duty to its clients.

Additionally, for one private fund advisory client, the portfolio manager and certain members of the portfolio management team (in addition to their John Hancock/Manulife compensation as

outlined in Item 11) have had a designated portion of their John Hancock-obligated long-term incentive compensation to be notionally invested in the fund. The value of this notional amount tracks to the performance of the fund. This may create an incentive for the portfolio manager or other portfolio management function to cause the fund to make investments that are riskier or more speculative than would be the case in the absence of such a carried interest. It may also cause an incentive to use an accounting methodology which would increase the valuation of the fund's investments in order to generate greater personal compensation. These conflicts are managed in two principal ways: (i) the oversight of allocation decisions by the Firm's Conflicts of Interest and Investment Allocation Oversight Committee (see Item 11) and (ii) the use of third-party appraisers and oversight of the appraisal process by the Firm's Valuation Committee.

## Item 7 – Types of Clients

Manulife IM PM (US) offers its advisory services to institutional and other qualified purchaser clients, insurance companies, pension and profit-sharing plans (including government plans), sovereign funds, public and private investment companies (registered or unregistered), and affiliated accounts (which includes certain affiliated insurance company clients). Manulife IM PM (US) is permitted to provide services to additional types of clients. For purposes of this brochure, investors in private funds advised by the Firm are not considered the Firm's clients. Manulife IM PM (US) considers each private fund to be its client.

While the Firm does not have any specific requirements for opening or maintaining an advisory account (other than “know your customer” or other regulatory requirements), the Firm generally only offers investment advisory services to funds and other institutional or other qualified purchaser persons as described above.

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

### A. Methods of Analysis

Because the overlap of investment process and persons between Manulife IM PM (US) and John Hancock, as well as the nature of shared investment opportunities and co-investments, investment decisions made by Manulife IM PM (US) on behalf of its clients where John Hancock or its affiliates will also be directly or indirectly investing are generally subject to John Hancock's approval process. In this process, Manulife IM PM (US) evaluates a potential investment opportunity (including any disposition of, or amendment to, an existing investment) and decides whether it wants the applicable Manulife IM PM (US) client to proceed with the transaction. Prior to proceeding with a shared or co- investment transaction, the Firm submits its recommendation for the transaction to the appropriate investment authority of John Hancock or its affiliates for its review, where required. Upon concurrence with the Firm's recommendation, the investment transaction will be completed. Additionally, if the client has retained investment discretion, the client or its authorized representative must also consent to the transaction prior to its completion.

## Methods of Analysis and Investment Strategy—Private Placement, Bond, Leveraged Senior Loan, and Public Equity Investments

The Private Equity and Credit and Corporate Finance Groups' investment process focuses on in-depth credit and/or equity analysis of an issuer, the strength of the issuer's management team, the operating history and industry position of the issuer or fund, the collateral in secured deals, the covenant package in a transaction, and other factors (such as diversification of revenues and profits, cyclicalities of revenue/profits, other investments already in the portfolio, industry-specific considerations, liquidity, financial leverage, insurance coverage, and legal, regulatory, accounting and environmental risks). As appropriate for mezzanine securities, leveraged senior loans, private equity, private equity co-investments and secondaries investments, and for private equity fund subscriptions, Manulife IM PM (US)'s analysis also includes an evaluation of the sponsor, including the track record of the sponsor, the cohesion and stability of the sponsor's investment team, and the consistency of the sponsor's investment strategy. Manulife IM PM (US)'s investment analysts, all of whom are in-house with Manulife IM PM (US) or a related person, use fundamental analysis incorporating various sources including company annual reports and press releases, research materials prepared by others, newspapers, corporate rating and research services and industry, trade association and academic publications. Materials provided by government agencies can also be consulted. Manulife IM PM (US) can also engage third parties with specific market, accounting, tax, pension, insurance or other types of expertise to provide supplemental information to aid its analysis. Manulife IM PM (US)'s investment approach is characterized by a long-term view. Each investment is analyzed for its creditworthiness and/or potential for capital appreciation over the full term of the investment. Finally, the analysts also closely examine each company's historical financial statements and strategic plans to determine the reasonableness of projections, and typically generate their own "base" and "downside" cases, separate from those of management and the sponsor.

Manulife IM PM (US)'s current investment strategies for its Private Equity and Credit and Corporate Finance Groups' clients include investments in public and private securities, including corporate bonds at various quality levels, structured finance obligations, public and private equity (including direct private equity, private equity co-investments, private equity secondary investments, and private equity funds), leveraged senior loans, and mezzanine securities. Depending on the client, Manulife IM PM (US) typically employs the following investment strategies:

- for its fixed income strategy, Manulife IM PM (US) focuses on (i) credit risk, investing primarily in corporate bonds that offer attractive relative value, and (ii) as an additional feature for certain clients, the potential for long-term capital appreciation by investing in equity securities;
- for its private equity co-investment strategies, Manulife IM PM (US) focuses on long-term diversified capital appreciation by targeting equity investments in companies that Manulife IM PM (US) believes have meaningful and sustainable competitive positions, have the capacity to generate strong free cash flow and growth, and possess the requisite operating and financial flexibility to manage through economic cycles;
- for its private equity infrastructure strategy, Manulife IM PM (US) focuses on building a

high-quality and diversified portfolio of infrastructure portfolio companies, primarily within the core and core-plus risk/return spectrum and Manulife IM PM (US) seeks to underwrite investments with downside protection and appropriate risk-adjusted returns, including income and capital appreciation;

- for its fund-of-funds strategy, Manulife IM PM (US) focuses on long-term diversified capital appreciation by targeting primarily middle-market buyout firms in the United States; and
- Manulife IM PM (US) also manages client assets using a total return framework to outperform benchmark indices.

In addition, when providing on-request non-discretionary credit support services, the Groups' services can include (i) gathering and scrutinizing public financial, business, and other market information, (ii) analyzing credit and other financial data, undertaking risk assessment analysis, and/or (iii) conducting (whether directly or through qualified agents) inspections, valuations, projections, or other due diligence activities. These services will typically result in the delivery of applicable research and written reporting to the advisory client.

### Methods of Analysis and Investment Strategy—Real Estate Finance Investments

The Firm's Real Estate Finance Group's management of private mortgage debt portfolios include investment sourcing, credit underwriting, investment selection, loan servicing/surveillance, and active portfolio management. The investment sourcing process relies on relationships with brokers and commercial property owners to identify lending opportunities. Deal sourcing and management of loans is conducted through this Group and its regional offices. Written investment policies, risk and return parameters, portfolio allocation models, investment strategy and guidelines, and performance measures are developed in conjunction with the client. The specific strategy is tailored to the needs of the client. Some of the strategies anticipate co-investment requirements with John Hancock and its affiliated companies.

Risk is managed in-house through underwriting due diligence performed at the time of origination, as well as ongoing investment monitoring performed during the life of the loan (or during the holding period). Location and market analysis, on-site property inspections, meetings with the local on-site property management and leasing teams, analysis of the current tenants, borrower credit analysis, and property valuation analysis (including evaluation of historical and projected cash flows), assessment of improvements, and reviews of third-party environmental and engineering reports can be undertaken as part of the pre-lending due diligence underwriting and risk management process. Additionally, the Real Estate Finance Group also utilizes a "bond-like" internal loan rating calculation system to aid it in its underwriting process. Risk is also managed through the formal loan documentation process as well as certain insurance requirements such as property and liability insurance. During the life of the loan, portfolio surveillance is performed by in-house teams with valuation expertise, asset management, and recovery experience. Additionally, the Group focuses on consistent borrower contact to monitor loan performance. Clients should be aware no risk management system is fail-safe, and no assurance can be given that risk frameworks employed will achieve their objectives and prevent or otherwise limit substantial losses.

## Methods of Analysis and Investment Strategy—Real Estate Equity Investments

The Firm's Real Estate Division provides investment advisory services to clients who wish to purchase and hold direct investments in U.S. equity real estate. Client relationships are generally structured as discretionary or non-discretionary separately managed accounts or private investment funds.

The portfolio management team employs a collaborative investment approach, utilizing the breadth and depth of the firm's fully integrated platform. Both the investment and asset management functions are engaged throughout all phases of the investment process from transaction sourcing to due diligence, underwriting, and transaction completion. The regional offices in particular play a significant role confirming underwritten operating expenses and market rents. Their experience and expertise in their respective markets offer research and insight into local market dynamics, as well as positions of prospective buildings in the market.

Manulife IM PM (US) sources opportunities for clients by leveraging industry relationships (operating partners, direct contacts, banks, brokers) and relies on John Hancock's decentralized regional office structure to provide the day-to-day property management of the assets. John Hancock's real estate acquisitions team is responsible for sourcing potential acquisitions. Potential acquisitions are jointly presented to John Hancock and Manulife IM PM (US) portfolio managers. At this point, Manulife IM PM (US)'s portfolio management team analyzes whether a proposed investment fits within the established guidelines for any equity real estate client. If the portfolio manager for a particular client account desires the acquisition opportunity for his or her particular account then the account (or accounts) will compete with John Hancock and any other interested client account (if any) for the opportunity pursuant to the joint John Hancock and Manulife IM PM (US) real estate allocation policy. For those clients who have retained investment discretion, client approval will be sought prior to entering into a binding bid commitment. For client arrangements requiring (or involving) co-investment from John Hancock, investment approval also requires specific John Hancock approval.

The investment process is characterized by a top-down approach to identify target asset allocation weightings. Bottom-up research is also used to evaluate property specific characteristics. The culmination of top-down and bottom-up research results in a strategic approach to acquisitions. Potential acquisitions are identified and evaluated generally using the following screens:

- Target asset size
- Tenant and lease composition
- Cash-flow yield
- Geographic diversification

All property specific cash flow projections and asset valuations are currently conducted using software which is industry standard. In addition to base-case scenarios, a number of different scenarios are prepared to quantify upside and downside risks associated with the assets.

If the desired opportunity is allocated to a client portfolio and acquired pursuant to the real estate

allocation policy, then the property becomes subject to Manulife IM PM (US)'s ongoing strategic review and oversight to identify short- and long-term initiatives to improve value. Through a contract with John Hancock, the regional offices (or its agents) provide property management services which includes the day-to-day management and oversight of properties located in that particular region. These services include (i) developing an annual strategic business plan (including capital, leasing and strategic operating activities as well as a hold/sell analysis) and budget recommendations for each property, and updating them as conditions change through the course of the year; (ii) overseeing property managers and leasing agents; (iii) visiting properties on an ongoing basis; and (iv) managing physical improvement projects and construction activities.

On a property level, Manulife IM PM (US)'s portfolio management team prepares an annual hold/sell analysis for each investment and continuously evaluates exit strategies on a case-by-case basis.

## Other

Depending on the individual client objectives, Manulife IM PM (US) might utilize leverage in order to: (i) capitalize very large acquisitions, (ii) assume certain existing leverage in place at the time of acquisition, (iii) utilize the availability of attractive financing terms, and/or (iv) increase potential future investment returns albeit at higher risk. Manulife IM PM (US) and the client can agree to limitations on the use of leverage.

## B & C. Risks of Investment Strategy and Types of Investments

All investments involve the risk of loss, including (among other things), loss of principal, a reduction in earnings and the loss of future earnings. These risks include the risks described below as well as other risks of investing in the market that are not contemplated in this brochure.

### Debt Instruments—General

Investments in debt instruments, whether senior or subordinated debt, public or private, secured or unsecured, or investment-grade or below investment-grade, typically involve the following risks:

*Liquidity Risk*—Debt instruments can be illiquid. The risk of investing in illiquid assets is that they can be difficult for Manulife IM PM (US) to sell for their fair market value. Manulife IM PM (US) can purchase or otherwise acquire debt instruments for clients that are subject to restrictions on sale because they were acquired from the issuer in a “private placement.” Manulife IM PM (US) might not be able to sell these instruments publicly. Furthermore, contractual conditions or practical limitations might preclude, delay or otherwise restrict Manulife IM PM (US)'s ability to dispose of illiquid assets for clients or reduce the proceeds that might otherwise be realized from any such disposition. In addition, the ability to buy or sell debt instruments might be reduced or cease at any time, due to general market turmoil, problems experienced by a single issuer/borrower or a market sector, or other factors.

*Interest Rate/Market Value Risk*—There is a risk that the value or yield of a debt instrument might



decline if interest rates change. In general, the prices of debt instruments rise when interest rates fall, and fall when interest rates rise. Longer term obligations are usually more sensitive to interest rate changes than shorter term obligations. Depending on the timing of the purchase of such an asset and the price paid for it, changes in prevailing interest rates might increase or decrease the instrument's yield. If the debt instruments were to be marked-to-market or sold, changes in interest rates might adversely affect the value of these investments.

*Credit Risk/Market Risk*—There is a risk that a decline in an issuer/borrower's financial position can prevent it from making payments on the instruments they issue. Also, if an issuer's financial condition changes, the credit quality of the instruments can be lowered. Instruments with lower credit ratings involve a greater risk of impairment or default before maturity. Lower credit quality also could result in greater volatility in the price of the instrument which could affect the liquidity and the ability to sell the asset. An economic downturn could also disrupt the market for such instruments and adversely affect the value of such instruments and the ability of the issuer to repay principal and interest.

*Ratings Risk*—For investments in private corporate bonds and commercial real estate mortgage loans, Manulife IM PM (US) relies on credit ratings developed by internal credit analysts for each investment because such bonds or instruments are not rated by credit rating agencies.

*Prepayment Risk*—There is a risk that issuer/borrowers pre-pay on the bonds, loans, or other debt securities sooner than expected, which could force Manulife IM PM (US) to reinvest the unanticipated proceeds for a client at lower interest rates, resulting in a decline in income.

*Below Investment-Grade Debt Risks*—Below investment-grade debt obligations are subject to certain risks that are generally greater than those of investment grade securities. Issuers of such debt could be in weak financial health, their ability to pay interest and principal is uncertain and they could have a higher risk of becoming insolvent. Small changes in the issuer's creditworthiness can have greater impact on the price of lower-rated bonds than would comparable changes for investment-grade bonds. Lower-rated bonds can also be harder to value and sell and their prices can be more volatile than the prices of higher-quality securities.

*Foreign Investment Risk*—Investments outside the United States involve greater risks than investments in the United States, including lack of publicly available information, varying degrees of governmental regulation and oversight, difficulties enforcing legal rights in a foreign jurisdiction and uncertainties as to the status, interpretation and application of laws.

*Exchange Rate Risk*—There is risk associated with currency exchange rate fluctuations. Changes in exchange rates and exchange control regulations can increase or reduce the value of an asset.

*Bankruptcy Considerations Risks*—Companies in which our clients invest might experience bankruptcy. In the event of Chapter 11 filing by a borrower, the US Bankruptcy Code of 1978, as amended, authorizes the borrower to use a creditor's collateral and to obtain additional credit by grant of a priority lien on its property, senior even to liens that were first in priority prior to the filing, as long as the borrower provides what the bankruptcy judge considers to be "adequate protection"



which could but need not always consist of the grant of replacement or additional liens or the making of cash payments to the affected secured creditor. The imposition of priority liens on the advisory client's collateral would adversely affect the priority of the liens and claims held by the client and could adversely affect the client's recovery on the affected loans. The bankruptcy process has a number of significant inherent risks. Many events in a bankruptcy proceeding are the product of contested matters and adversary proceedings and are beyond the control of the creditors. A bankruptcy filing by a borrower might adversely and permanently affect the borrower. If the proceeding is converted to liquidation, the value of the borrower might not equal the liquidation value that was believed to exist at the time of the advisory client's investment.

### Other Risks Associated with Leveraged Senior Loans

Investing in leveraged senior loans involves additional risks than those risks noted above. These include the risk that the collateral securing a loan decreases in value, is difficult to sell in a timely manner, is difficult to appraise and fluctuations in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital. Moreover, in some circumstances, the advisory client's lien could be subordinated to claims of other creditors. In addition, deterioration in a portfolio company's financial condition and prospects, including any inability to raise additional capital, might be accompanied by deterioration in the value of the collateral for the loan. Consequently, the fact that a loan is secured does not guarantee that the advisory client will receive principal and interest payments according to the loan's terms, or at all, or that the client will be able to collect on the loan should an attempt be made to enforce the client's contractual or legal remedies.

### Other Risks Associated with Subordinated Debt/Loans and Preferred Equity

In addition to certain of the risks noted above, investing in subordinated debt/loans and preferred equity involves additional risks. Such investments are highly speculative and involve a high degree of risk of credit loss. These risks are likely to increase during an economic recession. Although typically senior to common stock or other equity securities, subordinated debt and preferred equity will generally be unsecured and subordinated to substantial amounts of senior debt, all or a significant portion of which might be secured. Similarly, a subordinated loan or "second lien" loan will generally be subordinated to senior loans (both in terms of payment and collateral). In addition, these instruments might not be protected by financial covenants, such as limitations upon additional indebtedness, which typically protect such senior debt. Holders of subordinated debt/loans generally are not entitled to receive any payments in bankruptcy or liquidation or certain default scenarios until senior creditors are paid in full. Holders of preferred equity are not entitled to payments until all creditors (including trade creditors) are paid in full and may be prohibited from executing their rights for specific periods of time. In addition, the remedies available to holders of subordinated debt/loans are normally limited by restrictions benefiting senior creditors. To the extent a portfolio company or borrower cannot generate adequate cash flow to meet senior debt service, such clients could suffer a partial or total loss of capital invested.

### Common Equity

In addition to certain of the risks applicable to debt investments, investments in common equity are

subject to the risk that the price of equity securities decline in response to the performance and financial condition of individual issuers of equity, as well as general market and economic conditions. General market conditions could include changes in interest rates, changes to end user demand, cost and availability of raw materials, availability of labor, number of competitors, political situations, economic growth, and market conditions.

## Derivatives

Derivatives are subject to risks including but not limited to liquidity risk, interest rate risk, currency risk, market risk, counterparty, and credit risk.

## Capital Competition

Manulife IM PM (US) competes for investments for its clients with a significant number of other sources of capital with similar investment objectives. As a result, there might be relatively few attractively-priced investment opportunities available at certain times. This could result in Manulife IM PM (US) investing capital over a longer period of time as well as not getting capital invested within the prescribed period of time, less diversified portfolios, and potentially an adverse impact on performance.

## Other Risks Associated with Investments in Mezzanine Investments

Manulife IM PM (US) can acquire for its clients either debt or equity securities of companies formed for specific transactions and that have little or no operating histories, or of companies that are highly leveraged, with significant burdens on cash flow resulting from acquisitions, recapitalization or other debt service. Such companies' securities and the ability of such companies to pay debts could be adversely affected by interest rate movements, changes in the general economic climate or the economic factors affecting a particular industry, changes in tax law or specific developments within such companies. In connection with the disposition of such investments, Manulife IM PM (US) might be required to make representations about the business and financial affairs of the company typical of those made in connection with the sale of a business. It might also be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate.

## Other Risks Associated with Investments in Private Equity Co-Investments

Equity securities purchased in connection with the private equity co-investment program are typically subordinated to large amounts of senior and mezzanine securities debt and are typically unsecured. This means that distributions to equity holders are available only after satisfaction of claims of senior and mezzanine creditors and any senior classes of equity. Therefore, if a portfolio company does not generate adequate cash flow to service its debt obligations, clients that have invested in that company's equity securities could suffer a partial or total loss of invested capital.

Investments in equity securities of companies with substantial amounts of indebtedness involve a high degree of risk. Companies with substantial amounts of indebtedness are inherently more sensitive to adverse business or financial developments or economic factors, including declines in

company revenues, increases in company expenses, rising interest rates, downturns in the economy, increasing competition and deteriorating industry conditions.

The price of equity securities varies with the performance of the company that issued the securities, and with the performance of equity markets as a whole. Therefore, if the issuer or the markets experience a decline in performance against which value is unhedged, the value of the client's portfolios could also decline.

Private equity co-investment clients co-invest with third parties through partnerships, joint ventures or other entities. Such investments involve risks not present in investments where a third party is not involved, including the possibility that a third party co-venturer or partner at any time could have economic or business interests or goals which are inconsistent with the participating Manulife IM PM (US) client, or could be in a position to take action contrary to the investment objective of the private equity co-investment client. In addition, the private equity co-investment client could in certain circumstances be liable for actions of its third party co-venturer or partner.

A private equity co-investment client may acquire an interest in a prospective portfolio company without direct discussions with the management of the portfolio company. Therefore, the due diligence information on which the client relies could be difficult to obtain, limited in scope or inaccurate.

As private equity co-investments are investments in companies made alongside a financial sponsor, Manulife IM PM (US)'s ability to generate attractive investment opportunities for the client will be largely dependent not only on the ability of such financial sponsors to identify and execute upon prospective investments, but also on the ability of Manulife IM PM (US) to partner with third party sponsors. Accordingly, because the availability of private equity co-investments to the Manulife IM PM (US) client is ultimately at the discretion of third party sponsors, there is a risk that the Manulife IM PM (US) client will not have the opportunity to make any private equity co-investments. Additionally, the sponsor can have economic or business interests that differ from the interests of Manulife IM PM (US) or its clients.

### Other Risks Associated with Investments in Infrastructure Assets

*Infrastructure and Power Assets Generally*—An investment in infrastructure and power assets is subject to certain risks associated with the ownership of infrastructure and power assets in general, including the burdens of ownership of infrastructure, local, national and international economic conditions, the supply and demand for services from, and access to, infrastructure and power assets, the financial condition of users and suppliers of infrastructure and power assets, changes in interest rates and the availability of funds which may render the purchase, sale or refinancing of infrastructure and power assets difficult or impracticable, changes in environmental laws and regulations, and planning laws and other governmental rules, environmental claims arising in respect of assets acquired with undisclosed or unknown environmental problems or as to which inadequate reserves have been established, changes in energy prices, changes in fiscal and monetary policies, negative developments in the economy that depress travel, uninsured casualties, acts of force majeure, terrorist events, under-insured or uninsurable losses, and other factors which are

beyond the reasonable control of the investor or its investment manager. Many of these factors could cause fluctuations in usage, expenses and revenues, causing the value of an infrastructure asset to decline. Furthermore, many infrastructure and power assets have unique locational and market characteristics, which could make them highly illiquid or appealing only to a narrow group of investors. Political and regulatory considerations and popular sentiments could also affect the ability of our clients to buy or sell investments on favorable terms. Infrastructure and power assets can have a narrow customer base. Should any of the customers or counterparties fail to pay their contractual obligations or be permitted not to pay their obligations, significant revenues could cease and become irreplaceable. This would affect the profitability of the infrastructure or power assets, as applicable.

*Construction and Development Risks*—To the extent that a client invests in new or development-stage investments, including, without limitation, infrastructure, power generation or power distribution projects, it is likely to retain some risk that the project will not be completed within budget, within the agreed time frame and to the agreed specification. During the construction phase, major risks include shortages of construction equipment, material and labor, work stoppages, labor disputes, weather interferences, unforeseen engineering, environmental and geological problems and difficulties in obtaining regulatory, environmental or other approvals or permits, financing, and a reliable supply of suitable equipment, operating and offtake contracts, any of which could give rise to delays or costs overruns. A material delay or increase in unabsorbed cost could significantly impair the financial viability of a new or development-stage project and could result in a material adverse effect on the investment.

*Operational, Maintenance and Technical Risk*—As a general matter, the operation and maintenance of infrastructure assets and power assets involves significant capital expenditures and various risks, many of which may not be under the control of the investor or its investment manager, any owner or any operator, including labor issues, political or local opposition, failure of technology to perform as anticipated, technical obsolescence, increasing fuel prices, structural failures and accidents, environment related issues, counterparty non-performance and the need to comply with the directives of government authorities. Optional or mandatory improvements, upgrades or rehabilitation of infrastructure assets and power assets may cause delays or result in closures or other disruptions subjecting the investment to various risks including lower revenues. The operations of such assets and businesses may also be exposed to unplanned interruptions caused by significant catastrophic events, such as cyclones, earthquakes, landslides, floods, explosions, fires, terrorist attacks, major plant breakdowns, pipeline or electricity line ruptures or other disasters. Operational disruption, as well as supply disruption, could adversely impact the cash flows available from these assets. In addition, the cost of repairing or replacing damaged assets could be considerable. Repeated or prolonged interruption may result in permanent loss of customers or other sources of revenue, substantial litigation or penalties for regulatory or contractual non-compliance. Industrial action involving employees or third parties may also disrupt the operations of infrastructure and power projects. Infrastructure and power projects are exposed to the risk of accidents that may give rise to personal injury, loss of life, damage to property, disruption to service, and economic loss.

*Volatility of Commodity Prices*—The performance infrastructure assets may be substantially dependent upon prevailing prices of oil, natural gas, coal, metals and other commodities and the differential between prices of specific commodities that are a primary factor in the profitability of certain conversion activities such as petroleum refining and power generation. For example, the operation and cash flows of the investment may depend, in some cases to a significant extent, upon prevailing or improving market prices for energy and other commodities, which have been, and may in the future be, volatile and subject to wide fluctuations in response to uncertain market factors, including, without limitation, changes in supply and demand, market uncertainty, political conditions in commodity-producing regions, the competitive position of energy-related commodities as compared with other energy sources, the industry-wide refining or processing capacity for energy-related commodities, impacts of long term contracts, weather conditions and overall economic conditions.

*Effects of Ongoing Changes in the Utility Industry*—In many regions, including the United States, the electric utility industry is experiencing increasing competitive pressures, primarily in wholesale markets, as a result of consumer demands, technological advances, greater availability of natural gas and other factors. In response, for example, certain regulators could propose regulatory changes to increase access to the nationwide transmission grid by utility and non-utility purchasers and sellers of electricity. A number of countries, including the United States, are considering or implementing methods to introduce and promote retail competition. To the extent competitive pressures increase and the pricing and sale of electricity assume more characteristics of a commodity business, the economics of independent power generation projects may come under increasing pressure. Deregulation is fueling a current trend toward consolidation among domestic utilities, but also the disaggregation of many vertically integrated utilities into separate generation, transmission and distribution businesses. As a result, additional significant competitors could become active in the independent electric power industry. In addition, independent power producers may find it increasingly difficult to negotiate long-term power sales agreements with solvent utilities, which may affect the profitability and financial stability of independent power projects. There can be no assurance that (i) existing regulations applicable to electric utility companies will not be revised or reinterpreted; (ii) new laws and regulations will not be adopted or become applicable to electric utility companies; (iii) the technology and equipment selected by such companies to comply with current and future regulatory requirements will meet such requirements; (iv) such companies' business and financial conditions will not be materially and adversely affected by such future changes in, or reinterpretation of, laws and regulations (including the possible loss of exemptions from laws and regulations) or any failure to comply with such current and future laws and regulations; or (v) regulatory agencies or other third parties will not bring enforcement actions in which they disagree with regulatory decisions made by other regulatory agencies.

*Telecommunications Sector Risks*—Investment opportunities in the telecommunications sector are driven largely by consumer demand, technological advances, and improvements in data collection and storage. Changes in the development and proliferation of new technologies, data transmission or consumer demand, as well as changes in the prevailing global economy, may adversely affect a client's ability to consummate attractive investments in the telecommunications sector. Competitive pressures within the telecommunications industry are intense and the securities of telecommunications companies may be subject to significant price volatility. In addition, because

the telecommunications industry is subject to rapid and significant changes in technology, telecommunication assets will face competition from technologies being developed or to be developed in the future by other entities, which may make such companies' products and services obsolete.

*Rate Regulation*—Certain infrastructure assets and power assets, in particular those relating to utilities, may be subject to rate regulation because of their unique position as the sole or predominant provider of services that are essential to a particular community. As a result, such an investment might be subject to unfavorable price regulation by government agencies, which could adversely affect the overall profitability of any particular investment subject to such rate regulation. In addition, such an investment may be subject to unfavorable price determinations that may be final with no right of appeal or that, despite a right of appeal, could result in the profits, if any, arising from such investments being negatively affected and such Investments failing to meet initial return expectations.

*Contract Risk*—To the extent that a client invests, directly or indirectly, in assets that are governed by lease or concession agreements with governmental authorities, there is a risk that these authorities may not be able to honor their obligations under the agreement, especially over the long term. Such lease or concession agreements may also contain clauses more favorable to the governmental counterparty than a typical commercial contract and may restrict the asset's ability to operate in a way that maximizes cash flows and profitability. For instance, such lease or concession agreements may include termination clauses permitting a governmental authority to terminate the agreement under certain circumstances without payment of adequate compensation. Furthermore, governmental authorities have considerable discretion in implementing regulations that could impact these businesses, and because infrastructure assets and power assets provide basic, everyday services, and face limited competition, governments may be influenced by political considerations and may make decisions or implement rules or regulations that adversely impact the client's investment.

*Environmental Matters*—Environmental laws, regulations and regulatory initiatives play a significant role in the infrastructure and power industries generally. Investments in these industries are subject to changing and increasingly stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws and regulations which could impose substantial additional costs on such investments and could create liabilities which did not exist at the time of the acquisition of the investment. There can be no assurance that all costs and risks associated with compliance with such laws, regulations or other requirements can be foreseen or otherwise identified. Required expenditures for environmental compliance have adversely impacted investment returns in a number of segments of the infrastructure and power industries and such industries may continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organizations and special interest groups. Additionally, the investment may be exposed to substantial risk of loss from environmental claims arising from undisclosed or unknown environmental, health or other related matters. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances.

*Weather and Climatological Risks*—Certain investments in infrastructure and power assets or companies may be particularly sensitive to weather and climate conditions. For example, solar power generators rely on the frequency and intensity of sunlight, wind turbines rely on the frequency and intensity of the wind, and companies focused on biomass rely on the production of crops, which can be adversely affected by droughts and other weather conditions. Furthermore, electric power generation assets are generally seasonal businesses. Such seasonal variations may lead to increased or reduced revenues and profitability at various times during the year which could affect investment returns. In addition, actual conditions of the location of the investments, even after feasibility assessments, may not perform sufficiently to meet projected energy generation levels, which could adversely affect the investment.

*Reduction in Government Support for Renewable Power*—Renewable power projects currently enjoy support from governments and regulatory agencies, which support is designed to incentivize the demand for renewable power. Any reduction, elimination or expiration of government subsidies and economic incentives for the renewable power industry (in particular for the solar or wind industries) could result in the diminished competitiveness of certain sources of renewable energy relative to conventional and other renewable sources of energy, which would negatively affect a client's investment. Additionally, other government interventions impacting the relevant contracts (including judicial interventions) could result in the delivery of the power without payment (or reduced payment) or the non-payment (or reduced payment) of government obligated support payments.

### Other Risks Associated with Investments in Private Equity Funds

Investors in private equity funds generally do not have an opportunity to evaluate for themselves the relevant economic, financial, and other information regarding the investments to be made by a fund sponsor and, accordingly, will be dependent upon the judgment and ability of the sponsor to source, evaluate, monitor, and exit investments.

An investor in our Fund-of-Funds will pay, in effect, two sets of management fees and carried interest fee: one directly at the fund level and one indirectly through the funds at the underlying fund level. These fees reduce the actual returns to investors both in the underlying fund and in the Fund-of-Funds. Fees and expenses of the Funds-of-Funds and the underlying funds will generally be paid regardless of whether the funds or underlying funds produce positive investment returns and could result in the amount received by an investor in a fund being less than its total capital contributions to the fund. Consequently, the return to an investor in a Fund-of-Funds will be lower than those of a direct investor in the underlying funds.

### Other Risks Associated with Investments in Commercial Real Estate Debt Investments

The basic risks of lending and direct ownership of commercial real estate mortgages include but are not limited to borrower default on the loan and declines in the value of the real estate collateral. Defaults can be complicated by borrower bankruptcy and other litigation including the costs and expenses associated with foreclosure which can decrease an investor's return. Declines in real estate value can result from changes in rental or occupancy rates, tenant defaults, extended periods of vacancy, increases in property taxes and operational expenses, adverse general and local economic



conditions, overbuilding, deterioration in the physical condition of the asset, environmental issues at the mortgaged property, casualty, condemnation, changes in zoning laws, taxation and other governmental rules. Capital markets volatility can also impact the liquidity and valuation of both mortgage loans and the underlying properties and can include such items as changes in interest rates, availability and pricing of mortgage capital, and the return requirements used in the valuation of real estate by prospective purchasers. Increases in interest rates could also directly reduce the market value of a fixed rate loan. Commercial mortgage investments are also very dependent on the financial health, operational expertise, and management skills of the borrower. Furthermore, second mortgage loans are inherently riskier than first mortgage loans because their payment priority is second to payments due to the holder of the first mortgage loan. Finally, an advisory client can have lending risks associated with concentrated exposure to a single borrower through multiple mortgage loans. This risk is mitigated to a degree by the underlying real estate collateral for securing each loan. Clients using investment vehicles that elect to be taxed as Real Estate Investment Trusts (“REITs”) do not pay federal income taxes if they distribute at least 90% of their earnings to the shareholders and meet other tax requirements. Many of the requirements to qualify as a REIT, however, are highly technical and complex. Failure to qualify as a REIT can result in adverse tax consequences, as well as disqualification from operating as a REIT for a period of time, creating the risk that the REIT’s net income could be taxable.

In addition to the risks outlined above, real estate mezzanine loans made to a mezzanine borrower are secured by the mezzanine borrower’s equity interest in its mortgage borrower. As a mezzanine lender, our advisory clients will have no lien on the real property as collateral for the mezzanine loan. Instead the value of the mezzanine collateral is the value of the real property above the amount of the mortgage loan(s). As a result, upon foreclosure of the mezzanine loan, the mezzanine lender typically becomes the owner of the mortgage borrower and, consequently, the indirect owner of the mortgaged property. The ability (or inability) of the mortgage borrower (or the mezzanine lender, if the mezzanine loan is foreclosed) to continue to service the mortgage liens is a key risk. For instance, if a mortgage lender were to foreclose, the mezzanine lender’s equity interest becomes worthless because the mortgaged real property will pass to the purchaser of the underlying real estate collateral at foreclosure.

Additionally, see Item 5C for discussion of the risks of advance payments of fees when a client in the commercial real estate mortgage investments mandate directs the sale of a mortgage asset or terminates its investment management agreement prior to maturity of the mortgage investment or other mortgage portfolio investments.

### Other Risks Associated with Real Estate Equity Investments

*Real Estate Equity Investing, General Risks*— General investment risks related to the ownership of real property include, among others, declines in the value of real estate, negative changes in the climate for real estate, risks related to general and local economic conditions, decreases in property revenues (including financial failure of tenants), increases in prevailing interest rates, property taxes and operating expenses, decreases in property revenue, changes in zoning laws and costs resulting from the cleanup of environmental problems. The value of real estate is typically dependent upon the ability or the potential for the applicable property to produce cash flow. However, a property’s



net operating income and cash flow can be volatile. The net operating income, cash flow, and value of the properties can be adversely affected by any number of factors, including, without limitation: the age, design, and construction quality of the property; perceptions regarding the safety, convenience, and attractiveness of the property; the proximity and attractiveness of competing properties; the adequacy and effectiveness of the property's operations, management, and maintenance; increases in operating expenses (including but not limited to real estate taxes and insurance premiums) at the property and in relation to competing properties; an increase in the capital expenditures needed to maintain the property or make improvements; costs associated with environmental liabilities or other legal liabilities; the dependence upon a single tenant, or a concentration of tenants in a particular business or industry; a decline in the financial condition of a major tenant; tenant bankruptcy; an increase in vacancy rates; and a decline in rental rates as leases are renewed or entered into with new tenants.

*Competitive Market Risk*—Manulife IM PM (US) faces significant competition from other major real estate investors to acquire attractive investment opportunities. Competitive offers to invest can drive up prices of prospective investments thereby limiting suitable investment opportunities. No assurance can be given that Manulife IM PM (US) will be able to identify and acquire properties on terms favorable to its clients. Changing market factors can also alter Manulife IM PM (US)'s plans to try and acquire a specific property.

*Illiquid Investment Risk*—Investments in (or exposure to) real estate and similar assets are highly illiquid and subject to industry cycles, downturns in demand, market disruptions, and the lack of available capital from potential lenders or investors (whether to finance or refinance portfolio properties or for potential purchasers of such properties). Accordingly, there can be no assurance that Manulife IM PM (US) will be able to dispose of portfolio properties in a timely manner, on favorable terms, or to sell the assets at their most recently reported fair market value.

*Portfolio Concentration Risk*—Concentrations of a client's portfolio in (or exposure to) real estate in certain geographic areas can increase the risk that adverse economic or other developments or natural or man-made disasters affecting a particular region of the country, could adversely impact those properties.

*Environmental Risk*—The owner of real property can be exposed to substantial risk of loss from environmental claims arising with respect to real estate acquired with (or later subject to) environmental problems, and the loss could exceed the value of such investment. Environmental laws can often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Furthermore, changes in environmental laws or in the environmental condition of an asset can create liabilities that did not exist at the time of acquisition of investment and that could not have been foreseen. In addition, certain client real property assets could be located in earthquake zones or be subject to risks associated with other natural disasters, such as fire, windstorms, volcanic eruptions, flood or man-made disasters, including without limitation terrorist activities or acts of war.

*Uninsured Loss Risk*—Generally, insurance coverage for a particular property is deemed adequate and appropriate given the property's characteristics, relative risk of loss, the cost of such coverage,

and industry practice. There are, however, certain types of losses that are generally excluded from coverage, such as losses due to riots or acts of war. Other losses are not economically feasible to insure fully, including without limitation losses due to floods or seismic activity, and therefore can be insured subject to certain limitations, including large deductibles or co-insurance payments. In the event an uninsured loss or a loss in excess of insured limits occurs, a client could lose its capital invested in such properties, as well as the anticipated future revenue from the properties.

*REIT Status Risk*—Clients using investment vehicles that elect to be taxed as Real Estate Investment Trusts (“REITs”) do not pay federal income taxes if they distribute at least 90% of their earnings to the shareholders and meet other tax requirements. Many of the requirements to qualify as a REIT, however, are highly technical and complex. Failure to qualify as a REIT can result in adverse tax consequences, as well as disqualification from operating as a REIT for a period of time, creating the risk that the REIT’s net income could be taxable.

*Leverage Risk*—Depending on a client’s investment objectives and risk tolerance, indebtedness might be incurred in connection with or subsequent to the acquisition of a property. The use of leverage can increase the exposure of a property to adverse economic factors, such as rising interest rates, and economic downturns, or to deteriorations in the condition of a property or its respective markets. In addition, lenders can impose restrictive covenants on the actions that Manulife IM PM US can take with respect to a particular property providing security for a loan. In the event a property is unable to generate sufficient cash flow to meet debt service payments or there are other defaults under any loan documents underlying the indebtedness, the lender will be entitled to exercise the remedies specified under the loan documents, as well as its remedies under law. These remedies could include acceleration of the indebtedness, foreclosure on any collateral securing the loan, and/or collection from the client or its investment vehicle, the amount of any deficiency not satisfied by existing collateral.

### **Risk of Loss—Cybersecurity, Market Disruption, Health Crises, Terrorism and Geopolitical**

The computer systems, networks and devices used by Manulife IM PM (US) and its affiliate and non-affiliate service providers employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite such protections, systems, networks, or devices potentially can be breached. The Firm’s clients and investors in pooled clients could be negatively impacted as a result of a cybersecurity breach.

Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. Cybersecurity breaches can cause disruptions and impact business operations, potentially resulting in financial losses; impediments to trading; inability to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information.

Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which our advisory clients invest; counterparties of the Firm or its advisory clients; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, insurance companies, and other financial institutions; and other parties.

Each account is subject to the risk that war, terrorism, global health crises or similar pandemics, and other related geopolitical events may lead to increased short-term market volatility and have adverse long-term effects on world economies, governments, and markets generally, as well as adverse effects on issuers of securities, the ability of the account's service providers to provide services to the account (including, without limitation, the Firm and its affiliates' ability to provide services to the account), and the value of the account's investments. War, terrorism and related geopolitical events, as well as global health crises and similar pandemics have led, and in the future may lead, to increased short-term market volatility and may have adverse long-term effects on world economies, governments, and markets generally. Those events as well as other changes in world economic, political and health conditions also could adversely affect individual issuers or related groups of issuers, securities markets, interest rates, credit ratings, inflation, investor sentiment and other factors affecting the value of an account's investments. At such times, the account's exposure to a number of other risks described elsewhere in this section can increase.

## **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Manulife IM PM (US) or the integrity of the Firm's management. The has no information applicable to this Item. Although the Firm and its affiliates can be subject to litigation from time to time in the normal course of business, there is no pending or threatened litigation or regulatory action against the Firm that is likely to affect the legality, validity, or enforceability against it of any advisory agreement to which it is a party or its ability to perform advisory services for its clients.

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

### **A. Broker-Dealer Registrations**

Certain of Manulife IM PM (US)'s management persons are registered representatives of a broker-dealer, John Hancock Distributors LLC, which is an affiliate of Manulife IM PM (US).

### **B. Commodity and Futures Regulatory Registrations**

Neither Manulife IM PM US nor any of the Firm's management persons are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor or an associated person of the foregoing entities.

### **C. Material Relationships**

As noted in Item 4, Manulife IM PM (US) is an indirect wholly-owned subsidiary of Manulife Financial Corporation ("MFC"). MFC is also the indirect parent company of the following related

persons with whom Manulife IM PM (US) and/or its management persons have relationships that are material to the Firm's advisory business or the Firm's clients:

- AZ/JH GP (DC) LLC, a Delaware limited liability company.
- AZ/JH GP (IL) LLC, a Delaware limited liability company.
- Gerald Hanrahan, a natural person.
- Hancock Capital Management, LLC ("HCM"), a Delaware limited liability company.
- Hancock Capital Investments IV, LLC, a Delaware limited liability company.
- Hancock Capital Investments VI, LLC, a Delaware limited liability company.
- Hancock Capital Investments V LLC, a Delaware limited liability company.
- Hancock U.S. Real Estate GP, LLC, a Delaware limited liability company.
- Hancock Natural Resources Group, Inc. ("HNRG"), a Delaware corporation and an investment adviser registered with the U.S. Securities and Exchange Commission.
- Hancock Co-Investments GP, LLC, a Delaware limited liability company.
- HCM Co-Investment Opportunities GP, LLC, a Delaware limited liability company.
- John Hancock Distributors LLC ("JHD"), a broker-dealer registered with the Securities and Exchange Commission.
- John Hancock Investment Management, LLC ("JHIM"), a Delaware limited liability company and investment adviser registered with the Securities and Exchange Commission.
- John Hancock GA Mortgage Trust ("GA Mortgage Trust"), a Delaware statutory trust that is registered under the Investment Company Act of 1940.
- John Hancock GA Senior Loan Trust ("GA Senior Loan Trust"), a Delaware statutory trust that is registered under the Investment Company Act of 1940.
- John Hancock Infrastructure Fund GP, LLC, a Delaware limited liability company.
- John Hancock Infrastructure Master Fund GP LLC, a Delaware limited liability company.
- John Hancock Infrastructure Co-Investor Manager, LLC, a Delaware limited liability company.
- John Hancock Life Insurance Company (U.S.A.) ("John Hancock"), a Michigan insurance corporation.
- Manulife Co-Investment Partners II GP, L.P., a Delaware limited partnership.
- Manulife Investment Management (Hong Kong) ("MIMHK"), a company incorporated in the Hong Kong Special Administrative Region of the People's Republic of China. MIMHK is an investment adviser.
- Manulife U.S. Real Estate Private Access General Partner, Inc., an Ontario corporation.
- Manufacturers Life Reinsurance Limited ("MLRL"), a company incorporated under the laws of Barbados and is registered with the Financial Services Commission in Barbados to conduct reinsurance business.
- Manulife Investment Management Distributors Inc. ("MIMD"), a corporation incorporated under the laws of Canada and registered as an exempt market dealer in all Canadian provinces and territories.

- Manulife Investment Management (Europe) Limited (“MIMUK”), a company validly constituted and existing in accordance with English law.
- Manulife General Account Investments (Singapore) Pte. Ltd. (“SAGA”), a corporation incorporated and existing under the laws of Singapore.
- Manulife General Account (HK) Limited (“MANGA”), a company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China and is licensed by the Securities and Futures Commission in Hong Kong to carry on certain asset management activities.
- Manulife (International) Limited (“MIL”), a company incorporated in Bermuda and having its principal place of business in Hong Kong. MIL is an insurance company.
- Manulife Investment Management Private Markets (Canada) Corp. (“MIMPMCC”), a corporation incorporated under the laws of Canada.
- Manulife Life Insurance Co. (“Manulife Japan”), an insurance company incorporated in Japan.
- Manulife Insurance Luban Limited, an insurance company incorporated under the laws of Malaysia (“MILL”)
- Manulife PE Partners GP, L.P., a Cayman Island exempted limited partnership that serves as the general partner to Manulife Private Equity Partners, L.P.
- MPEP GP, LLC, a limited liability company formed under the laws of Delaware acts as the general partner of Manulife PE Partners GP, L.P.
- Manulife Reinsurance (Bermuda) Limited, a Bermudian reinsurance company.
- Manulife Senior Debt Fund – OH GP, LLC, a Delaware limited liability company.
- Manulife Senior Debt Fund – OH GP, L.P., a Delaware limited partnership.
- Manulife (Singapore) Pte. Limited (“Manulife Singapore”), a company principally engaged in the life insurance business in Singapore.
- Manulife US Real Estate Management Pte. Ltd. (“MUSREM”), a company incorporated in Singapore under the Companies Act of Singapore. MAM Singapore is an investment adviser.
- MCIP II GP, LLC, a Delaware limited partnership.
- The Manufacturers Life Insurance Company (“MLI”), a Canadian insurance company.

JHD and HCM have entered into a Placement Agency Agreement. As noted in Item 10A, certain of Manulife IM PM (US)’s management persons as well as sales personnel with MIMUS are registered representatives of JHD. Additionally, Manulife IM PM (US) may enter into similar arrangements with other affiliates. Manulife IM PM (US) does not believe such relationships or sales activity by the affiliated personnel create a material conflict of interest between Manulife IM PM (US) and its clients. Additionally, JHD has entered into a separate placement agency agreement with the GA Mortgage Trust and the GA Senior Loan Trust.

MANGA serves as an investment adviser to Manulife Japan and MLRL. Manulife IM PM (US)

serves as sub-investment adviser for certain Manulife Japan discretionary and non-discretionary portfolios pursuant to a series of sub-investment management agreements and consulting agreements between Manulife IM PM (US) and MANGA. Additionally, Manulife IM PM (US) provides credit support services to MANGA related to its management of portfolios of Manulife Japan. SAGA serves as an investment adviser to MLRL. Manulife IM PM (US) serves as sub-investment adviser for certain MLRL discretionary and non-discretionary portfolios pursuant to a series of sub-investment management agreements and consulting agreements between Manulife IM PM (US) and SAGA. Additionally, Manulife IM PM US provides credit support services to SAGA related to its management of portfolios of MLRL. MIMHK serves as an investment adviser to MIL and Manulife Singapore. Manulife IM PM (US) serves as sub-investment adviser for certain MIL and Manulife Singapore discretionary and non-discretionary portfolios pursuant to a series of sub-investment management agreements and consulting agreements between Manulife IM PM (US) and MIMHK. Additionally, Manulife IM PM (US) provides credit support services to MIMHK related to its management of portfolios of MIL and Manulife Singapore. Manulife IM PM (US) serves as an investment adviser to MILL. To address conflicts related to the management of affiliate and non-affiliate accounts, Manulife IM PM (US) and John Hancock have jointly implemented procedures reasonably designed to ensure that the allocation of investment opportunities among affiliate and non-affiliate accounts by Manulife IM PM (US) persons is fair and reasonable (see Item 11). Additionally, MIMHK provides certain advisory client solicitation, distribution and client support services to Manulife IM PM (US). Manulife IM PM (US) does not believe these relationships create a material conflict of interest between Manulife IM PM (US) and its other clients.

Manulife IM PM (US)'s officers and board members each serve in a dual capacity as officers and/or board members of Manulife IM PM (US) as well as officers and/or employees of John Hancock and/or one or more of its affiliates. These persons are shared with and provide services to Manulife IM PM (US) under a services agreement with John Hancock (which has a services agreement with one or more affiliated companies), but typically spend the majority of their time on activities for John Hancock or its affiliates. These persons are subject to the control of John Hancock or its affiliates and might take actions that are different from the actions that individuals who are not employed by John Hancock or its affiliates would take. The principal activity of certain of these persons is in each case providing investment advice or investment management-related services to affiliated or non-affiliated entities. These supervised persons receive a base salary and performance-based bonus which is based on a number of factors, including the performance of certain accounts of John Hancock that are independent of the investments made by Manulife IM PM (US) on behalf of its clients, which could present a conflict of interest. For example, certain Manulife IM PM (US) officers, acting in their capacity as John Hancock employees, might review investments for John Hancock of the type in which Manulife IM PM (US)'s clients do not invest. If that asset class were performing better than asset classes in which Manulife IM PM (US)'s clients do invest, the compensation of such supervised persons from that asset class would be higher and thus would incentivize such supervised persons to allocate more of their time and attention to that asset class. See also Item 11 (*Conflicts of Interest—General*) for a discussion of John Hancock employee compensation conflicts related to Manulife IM PM (US)'s mezzanine securities private fund, private equity co-investment private fund, and equity infrastructure private fund clients as well as a discussion of the portfolio management compensation arrangement for the Hancock U.S. Real Estate Fund, L.P. These conflicts are mitigated by: (a) each such supervised

person's responsibility to render services in the client's best interest pursuant to the investment management or other agreement and the Firm's code of ethics; (b) the John Hancock approval process (see Item 8A); and (c) the Firm's Conflict of Interest and Investment Allocation Oversight Committee.

John Hancock and Manulife Reinsurance (Bermuda) Limited will issue revolving promissory notes to the GA Senior Loan Trust to meet the Trust's short-term unfunded commitments, including revolving loans and unfunded delayed draw term loans. Under the terms of the anticipated arrangement the Trust may not use the notes to support new investments. The notes prohibit John Hancock or Manulife Reinsurance (Bermuda) Limited from having the contractual ability to access the Trust's assets or cause the liquidation of the Trust's assets to pay the notes. The Trust's registration statement contains a provision requiring the Trust to liquidate to pay any debts and default. Manulife IM PM (US) believes the arrangement as structured (including the fact that the notes require the review and approval of the Trust's independent board) does not create a material conflict of interest.

Manulife IM PM (US) has entered into a sub-servicing agreement with JHIM to provide certain financial, accounting and administrative services such as legal services, tax, accounting, valuation, financial reporting and performance, compliance and service oversight related to the GA Mortgage Trust and GA Senior Loan Trust, both affiliated registered investment companies and Manulife IM PM (US) advisory clients. Under this arrangement Manulife IM PM (US) is reimbursed for its overhead costs related to providing such services (or the costs it incurs reimbursing JHIM for its overhead costs related to its servicing and any sub-servicing contracted to JHIM). The payments made to Manulife IM PM (US) under the servicing agreement with the investment company client and indirectly made to JHIM through the sub-servicing arrangement are not intended to provide a profit to Manulife IM PM (US) or JHIM. Manulife IM PM (US) does not believe such arrangement creates a material conflict of interest between Manulife IM PM (US) and its other advisory clients. However, a potential conflict would exist related to the accurate allocation of reimbursable expenses that related to more than one investment company client. However, this conflict is mitigated by Manulife IM PM (US)'s and JHIM's procedures and controls designed to ensure a reimbursement process in accordance with the contracts.

Manulife IM PM (US) has entered into a non-discretionary sub-advisory agreement with MIMPMCC to provide certain advice regarding private equity fund securities. MIMPMCC acts as a sub-adviser to Manulife IM PM (US) in reliance on the exemption set forth in Ontario Securities Commission Rule 32-505. MIMPMCC also relies on the SEC's Private Fund Adviser registration exemption in the provision of its services to Manulife IM PM (US). Manulife IM PM (US) and MIMPMCC maintain certain joint securities law compliance policies and procedures. Unless otherwise agreed to by an advisory client, Manulife IM PM (US) is responsible for paying MIMPMCC's services fee. However, to the extent MIMPMCC incurs transaction related fees and expenses that would otherwise be reimbursable by the advisory client if such fee was incurred by Manulife IM PM (US) then such reimbursable fee or expense is similarly reimbursable by the advisory client to MIMPMCC. Given the common Private Markets supervisory model (including a joint Code of Ethics), Manulife IM PM (US) does not believe such relationship creates a material conflict of interest between Manulife IM PM (US) and its clients.

Manulife IM PM (US) is the investment manager to the GA Mortgage Trust and GA Senior Loan Trust. Both trusts are indirect wholly-owned subsidiaries of MFC. Certain joint or aggregated transactions with the GA Mortgage Trust, the GA Senior Loan Trust, and future investment companies registered under the Investment Company Act of 1940 and managed by Manulife IM PM (US) (“1940 Act Trusts”) and other affiliated accounts (“Affiliated Accounts”) are subject to limitations as a result of an exemptive order issued by the United States Securities and Exchange Commission. For a more expansive explanation of these limitations please see Item 12B of this brochure (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).

MUSREM is the investment manager to Manulife US Real Estate Investment Trust, a public real estate investment trust constituted under the laws of the Republic of Singapore (the “Trust”). MUSREM has engaged Manulife IM PM (US) to perform certain operational, non-discretionary investment advisory, and asset management services related to the Trust’s real estate activities. Manulife IM PM (US) does not believe such relationships create a material conflict of interest between Manulife IM PM (US) and its other real estate clients.

Under the terms of a joint Equity Infrastructure Investment Allocation Policy, the following Manulife IM PM (US)-affiliates: MANGA, SAGA, HNRG, and Corporate Finance Group of John Hancock and MLI are required to provide certain equity infrastructure investment opportunities (as defined by the policy) to Manulife IM PM (US)’s Power and Infrastructure Team for investment consideration for the Manulife IM PM (US)-advised John Hancock Infrastructure Fund, L.P. Manulife IM PM (US) does not believe such relationships create a material conflict of interest between Manulife IM PM (US) and its other clients.

Under the terms of a joint Blind Pool Private Equity Fund Investments Allocation Policy, the following Manulife IM PM (US)-affiliates: Private Equity and Credit, Corporate Finance, and Portfolio Management Groups of John Hancock, MLI, MIMPMCC, MANGA, and SAGA are required to provide certain private equity fund investment opportunities (as defined by the policy) to Manulife IM PM (US)’s Private Equity Fund Team for investment consideration for the Manulife IM PM (US)-advised Manulife Private Equity Partners, L.P. Manulife IM PM (US) does not believe such relationships create a material conflict of interest between Manulife IM PM (US) and its other clients.

Manulife IM PM (US) and MIMD have entered into a distribution agreement regarding the sale of certain private investment fund securities in the Canadian exempt securities market. MIMD is also the indirect owner of the affiliated general partner of the John Hancock Infrastructure Fund, L.P. Distribution fees and the impact to the specific Manulife IM PM US-sponsored fund are subject to the requirements of the relevant limited partnership agreement. Separately, Manulife IM PM (US) and MIMD have entered into an agreement for the appointment of MIMD as a delegate for certain Cayman Islands anti-money laundering requirements related to certain Manulife IM PM (US)-advised Cayman Islands private funds. Manulife IM PM (US) does not believe the relationships described above create a material conflict of interest between Manulife IM PM (US) and its clients.



HCM, a related party of Manulife IM PM (US), is the managing member of the general partner entities (Hancock Capital Investments IV, LLC, Hancock Capital Investments VI, LLC, Hancock Capital Investments V LLC, Hancock Co-Investments GP, LLC,) for certain of the mezzanine securities fund and private equity co-investment fund clients. Additionally, Hancock U.S. Real Estate GP, LLC, Manulife U.S. Real Estate Private Access General Partner, Inc., AZ/JH GP (DC) LLC, and AZ/JH GP (IL) LLC, are related parties of Manulife IM PM (US), each serve as a general partner to certain limited partnership pooled equity real estate funds. Manulife Senior Debt Fund – OH GP, L.P. serves as the general partner to a senior leveraged loan private fund. John Hancock Infrastructure Fund GP, LLC, John Hancock Infrastructure Master Fund GP, LLC, John Hancock Infrastructure Co-Investor Manager, LLC, and Manulife PE Partners GP, L.P., are related parties of Manulife IM PM (US), and are general partners or managing members of certain private equity funds. They also serve as the general partner or managing member of any related parallel fund or feeder fund. MPEP GP, LLC, a related party of Manulife IM PM (US), serves as the general partner of the general partner of Manulife Private Equity Partners, L.P. and a related offshore feeder fund. MCIP II GP, LLC, a related party of Manulife IM PM (US), serves as the general partner of the general partner of Manulife Co-Investment Partners II, L.P. and a related offshore feeder fund. Manulife Investment Management Private Markets Holdings (US) LLC, a related party of Manulife IM PM (US), is the managing member of certain fund clients. Finally, other Manulife IM PM (US) affiliates could serve as a managing member or general partner of related funds or future funds. Conflicts related to these relationships, including carried interest related conflicts are disclosed in each fund’s offering materials. Manulife IM PM (US) does not believe such relationships create a material conflict of interest between Manulife IM PM (US) and its other clients.

MIMUK has entered into a distribution agreement with Cardo Holdings C.R.S. Ltd., an Israeli Company regarding the sale of certain private funds to offshore investors. To the extent placements are made to Manulife IM PM (US)-advised products under this arrangement MIMUK will seek payment from Manulife IM PM (US) or related person for amounts paid to Cardo related to any placement. Certain private fund clients are required to reimburse Manulife IM PM (US) and its related persons for distribution costs, including distribution fees related to fund distribution activities. This can create an inherent conflict in the amount of fees charged directly or indirectly to the fund. However, certain funds impose a dollar cap on the amount of such fees paid by the fund for organizational costs (including affiliate and non-affiliate distribution expenses) to assist in the mitigation of this conflict as well as imposed a management fee offset for distribution fee amounts paid to affiliate distributors. However, amounts paid to Manulife IM PM (US) or its related persons for the reimbursement of expenses paid to third party distributors are generally excluded from the offset. Any reimbursement or offset obligations related to a specific private fund are outlined in the fund’s offering materials.

The GA Mortgage Trust, an affiliate of Manulife IM PM (US), holds a lending license under California’s finance lenders law. Manulife IM PM (US) does not believe such relationship or the similar licensing of the GA Mortgage Trust or other Manulife IM PM (US) affiliates creates a material conflict of interest between Manulife IM PM (US) and its other clients. Additionally, other affiliate and non-affiliate clients also have or could be required to obtain the same or similar licenses in the future.

John Hancock, Manulife IM PM (US), and the GA Mortgage Trust have entered into an agreement with Wells Fargo Bank (the “Bank”) to provide to provide cashiering services for certain commercial mortgage loans. Specifically, in those instances where a borrower makes a single payment on a multi-investor mortgage loan, the Bank receives the single borrower payment, splits the single payment, and routes the split amounts (in accordance with specific terms of the loan documentation) to the entitled party’s custodial bank. If a client is subject to the Advisers Act Custody Rule and has payments routed through the Bank during the year then the cashiering service payment splitting and payment routing practices will be reviewed by a third-party accountant for such period. The cashiering service fee is calculated and billed monthly to Manulife IM PM (US) on a loan-by loan basis. Under the Bank agreement, the payment obligation for the cashiering service belongs to Manulife IM PM (US) in the first instance. However, if agreed to in writing with the client, Manulife IM PM (US) will seek reimbursement from the advisory client for that portion of the Bank’s servicing fee attributable to the client’s pro-rata portion of any Bank serviced mortgage loan.

For certain commercial mortgage loans owned by advisory clients, John Hancock will collect escrow funds from the borrowers for the payment of property taxes and insurance as well as reserves (e.g. repairs, tenant improvements and leasing commissions, or capital improvements etc.). John Hancock mortgage servicing will establish a separate bank account in the name of the borrower for these escrows and reserves. The funds in the account are property of the borrower but payments are made from the accounts at the direction of John Hancock. Only in the event of non-cured default do the rights to this cash transfer away from the borrower to the note holders. Upon notification of a borrower’s loan default, John Hancock is obligated to direct the payment of the remaining content of the account to (a) the cashiering service (see description of service above) from which the remaining amounts are either split between John Hancock (as investor) and the participating advisory clients (as investors) or (b) directly to the advisory client’s custodian bank (in an instance where only one client investor is invested in the defaulted loan). In situation (a) above, the cashiering firm upon receipt of the funds will split the funds between the parties participating in the loan as per the loan percentage standing instructions (i.e. the percentages for principal and interest splitting for each investor in the loan).

John Hancock or Manulife IM PM (US) in performance of its administrative services on a particular loan or instrument owned by (a) John Hancock and its affiliates, (b) Manulife IM PM (US) advisory clients, or (c) third parties may establish in the future a single comingled bank account (the “Agency Account”) maintained by a U.S. bank to facilitate the movement of cash to and from the lenders and the borrowers, as applicable, for all of the loan or investment participants. If established, John Hancock or its affiliate, in its capacity as the administrative agent, would apply the terms of each loan or other credit agreement and would have no authority to determine how the cash is used, allocated or disbursed. Although John Hancock or Manulife IM PM (US) would not have authority to determine how the cash is used, allocated or disbursed, nothing would prevent John Hancock or Manulife IM PM (US) from withdrawing cash held in the Agency Account for reasons unrelated to the loan or investment, as John Hancock or Manulife IM PM (US) would control the Agency Account. If established, the Agency Account would contain comingled assets for multiple loans or instruments owned both advisory accounts and (affiliated and non-affiliated) persons. If established, John Hancock or Manulife IM PM (US) would be required to obtain an internal control

report from an independent public accountant related to the operation of the Agency Account. In the event the independent public account was to issue a qualified opinion, John Hancock or Manulife IM PM (US) would be required to notify the impacted Manulife IM PM (US) advisory clients.

John Hancock provides property management services to certain real estate properties owned directly or indirectly by Manulife IM PM (US)'s advisory clients. Generally, advisory clients do not have the ability to direct that property management services for portfolio properties be provided by a third-party property management company unless agreed to by Manulife IM PM (US) or its affiliates. Additionally, in the event of foreclosure of a real estate first mortgage, second mortgage, or mezzanine real estate loan held by an advisory client, Manulife IM PM (US) or its affiliates may engage John Hancock to provide property management services on the underlying real property. These arrangements can result in a client indirectly incurring expenses related to the management of its portfolio properties based on the property management decisions and fees of John Hancock. While John Hancock's fees and appropriate property expenses are necessary to maintain and improve a client's real estate investment, any fee or expense can also impact a client's overall investment return. John Hancock's property management fee structure is generally described in Item 5C above. These John Hancock fees and other property management related expenses are generally separate from Manulife IM PM (US)'s advisory fees (as described in Items 5A & 5B). Manulife IM PM (US) believes the tangible and intangible benefits of this type of integrated arrangement outweigh the use of non-affiliate property managers. Additionally, depending on a jurisdiction's real estate broker licensing requirements, Manulife IM PM (US) has the ability to retain John Hancock to provide certain regulated real estate broker services related to investments in real property. Manulife IM PM (US) does not believe such relationship creates a material conflict of interest between Manulife IM PM (US) and its clients.

John Hancock or its affiliates may directly (or indirectly through affiliated special purpose warehousing entities) warehouse assets for the intended potential sale to advisory clients or external parties (including co-investors in our products). Sales to advisory clients from these entities are subject to the principal trade requirements (including conflict disclosure requirements) under the Advisers Act. Sales to external persons are subject to the requirements of the relevant fund's limited partnership agreement as well as Manulife IM PM (US)'s policies, including the relevant allocation policy.

John Hancock's Corporate Finance Group has an arrangement with Arroyo Capital Advisors LLC to source investment opportunities in certain specialized areas. In exchange for these services, John Hancock is obligated to pay a one-time 35 basis point finder's fee on the value of the executed transaction and reimburse Arroyo Capital Advisors for related transaction expenses including travel. For these transactions, any participating advisory client and Manulife IM PM (US) affiliate investing in the transaction are each obligated to reimburse John Hancock their pro rata portion of the paid finder's fee and related expenses, if any. This arrangement results in others being compensated for investment origination activities typically provided by John Hancock or Manulife IM PM (US) for which clients compensate Manulife IM PM (US) as part of their investment management fee. Manulife IM PM (US) believes this arrangement is beneficial in generating

unique and attractive investment opportunities which would not otherwise be made available to either John Hancock or Manulife IM PM (US)'s advisory clients. John Hancock can enter into similar arrangements with other non-affiliate third party finders in the future to obtain access to certain investment opportunities. Any participating advisory client or Manulife IM PM (US) affiliate investing in such transactions would similarly each be responsible for reimbursing John Hancock for their pro rata portion of any contractual finder fee or associated expenses in connection with the transaction.

Certain Manulife IM PM (US) advisory clients do not wish to own a commercial mortgage loan directly and require that their investments in commercial mortgage loans are structured as participations or assignments with John Hancock or its affiliated insurance companies. For a more expansive explanation of arrangement and impact please see Item 11 of this brochure (*Other Conflicts of Interest—Loan Participations and Assignments*).

John Hancock or Manulife IM PM (US) may contract with third parties for placement agent activities services for Manulife IM PM (US) or John Hancock-sponsored private funds. Any compensation payable to these arrangements is paid by John Hancock or Manulife IM PM (US). Unless stated to the contrary in the limited partnership agreement of the particular fund, the fund is not obligated to reimburse John Hancock or Manulife IM PM (US) for such fees. Manulife IM PM (US) does not believe such relationship creates a material conflict of interest between Manulife IM PM (US) and its affiliates and its clients.

Gerald Hanrahan, a former John Hancock employee, serves on the three-member investment committee of the John Hancock Infrastructure Fund, L.P. Mr. Hanrahan may serve on the investment committee of any future infrastructure funds. The investment committee of the fund is responsible for approving acquisitions, dispositions, material waivers and/or amendments and potential financings, as described in the fund's partnership agreement. John Hancock (and not the fund) indirectly pays Mr. Hanrahan for his services and is not subject to reimbursement by the fund. Mr. Hanrahan's compensation is not tied to the performance of the fund. Manulife IM PM (US) does not believe such relationship will create a material conflict of interest between Manulife IM PM (US) and the fund. To mitigate any residual potential conflicts of interests with this arrangement, Mr. Hanrahan has agreed to comply with the requirements of Manulife IM PM (US)'s Code of Ethics.

Other John Hancock (or its affiliates) employees may serve on the investment committees of certain private investment funds. These arrangements are outlined in the limited partnership agreements of the affected private funds. Conflicts related to these individuals are mitigated by implication of Manulife IM PM (US)'s treatment of such persons as its supervised persons, including the obligation to comply with the requirements of Manulife IM PM (US)'s Code of Ethics.

For senior loans, an administrative agent acts on behalf of the senior loan syndicate pursuant to the terms of the credit agreement. As parties to the credit agreement, each participating lender in the agreement acknowledges the administrative agent's responsibility to take action for the group pursuant to the credit agreement and to exercise powers delegated to the agent under the agreement. Manulife IM PM (US), on behalf of its participating advisory clients, will engage with the

administrative agent for the particular syndicate and the advisory clients will be obligated to pay their portion of obligations associated with the credit agreement. Manulife IM PM (US) does not believe this creates a material conflict of interest. The terms of Manulife IM PM (US)'s authority to engage with the administrative agent on behalf of a client will be outlined in the client's investment advisory agreement. As structured, we do not believe this arrangement creates a material conflict of interest.

Please see Item 11 below for descriptions of how some of these relationships could create material conflicts of interest with clients and how those conflicts are addressed.

## **B. Other Investment Advisers**

If permitted, Manulife IM PM (US) could select other affiliated investment managers to provide investment management services to its clients.

As described in Items, 4, 6, and 10, Manulife IM PM (US) has entered into a non-discretionary sub-advisory agreement with MIMPMCC to provide certain advice regarding private fund securities.

Additionally, Manulife IM PM (US) may in the future may engage its foreign affiliates to provide investment advisory services to certain of its clients pursuant to memoranda of understanding. Those affiliated entities would likely not be registered as investment advisers under the Advisers Act and each would be deemed to be a "Participating Affiliate" of Manulife IM PM (US) (as this term has been used by the SEC's Division of Investment Management in various no-action letters granting relief from the Advisers Act's registration requirements for certain affiliates of registered investment advisers). If engaged, Manulife IM PM (US) would deem certain of those affiliates' employees as "associated persons" of Manulife IM PM (US) within the meaning of Section 202(a) (17) of the Advisers Act, as our affiliates would, through such employees, contribute to Manulife IM PM (US)'s investment advisory and investment research process and may have access to information concerning which securities are being recommended to Manulife IM PM (US)'s clients prior to the effective dissemination of such recommendations. Those affiliates would also provide other affiliates of Manulife IM PM (US) certain research relating to securities that are the subject of research concurrently provided to Manulife IM PM (US). If engaged a Participating Affiliate of Manulife IM PM (US), would need to agree to submit to the jurisdiction of U.S. courts for actions arising under U.S. securities laws in connection with investment advisory activities conducted for Manulife IM PM (US)'s clients. Additionally, Manulife IM PM (US) would maintain a list of the employees for each of the affiliates for whom Manulife IM PM (US) deemed an "associated person," which we will make available to current and prospective clients of Manulife IM PM (US) upon request.

Because only affiliate investment managers would be selected by Manulife IM PM (US), Manulife IM PM (US) does not believe that affiliation alone creates a material conflict of interest.

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

## A. Code of Ethics

Manulife IM PM (US) has adopted a Code of Ethics for all supervised persons of the Firm. The Code of Ethics describes the Firm's standards of integrity and ethical business conduct that all supervised persons must follow. The Code of Ethics includes provisions relating to general fiduciary principles and business conduct, a prohibition on insider trading, and personal securities trading procedures, among other things. The Code of Ethics is designed to ensure that personal securities transactions and outside activities of officers of the Firm will not interfere with making decisions in the best interest of clients. Under the Code of Ethics, certain classes of securities have been designated as exempt transactions, based upon a determination that they would not materially interfere with the best interests of the Firm's clients. In addition, the Code of Ethics requires pre-clearance of most transactions and restricts trading in certain securities within 7 calendar days before or after client trades for certain designated access persons. Access persons are any of the Firm's supervised persons who have access to non-public information regarding any client's securities holdings or purchase or sale of securities, or any person who is involved in making securities recommendations to clients, or who has access to such recommendations that are nonpublic. The Firm is permitted to develop (and has implemented) certain de minimis and other exemptions from the requirements of the Code of Ethics for those situations that appear to involve no material opportunity for abuse and where the exemption would be otherwise permitted by applicable law. All supervised persons at the Firm must acknowledge that they have read and agree to abide by the Code of Ethics at least annually and sanctions can be imposed for non-compliance with the Code of Ethics. A copy of the Code of Ethics is available upon request by contacting the Firm's Compliance Office at 617-572-0693.

## B., C. & D. Conflicts of Interest

### Conflicts of Interest—General

Conflicts of interest with respect to Manulife IM PM (US)'s advisory clients arise from time to time, as described below:

- Related persons of Manulife IM PM (US) co-invest with one or more client accounts in commercial mortgage real estate investments, real estate investments, or in securities of the same or similar class. In addition, the Firm or its related persons can invest the assets of a client in a commercial mortgage real estate investment, real estate investment, or in securities of the same or similar class in which the Firm or its related persons or another advisory account have a pre-existing ownership interest. In appropriate circumstances the Firm or its related persons might, as principal, buy securities or other assets for itself from, or sell securities or other assets it owns, to a Firm advisory client if such a trade is permitted by law and the client (or, as applicable, its investment advisory committee or equity holders, in the case of certain private fund clients, or other authorized client representative) grants its consent.
- Mezzanine securities investment and private equity co-investment opportunities presented to or sourced by the Private Equity and Credit Group of John Hancock or Manulife IM PM

(US) may be subject to the portfolio manager's discretion to allocate a certain percentage of any such investment to certain of Manulife IM PM (US)'s private fund advisory clients as well as a related person. The allocation entitlements for private fund advisory clients are set forth in such fund's limited partnership agreement and the Firm's Investment Allocation Process. See "Conflicts of Interest— Investment Allocation Mezzanine Transactions" and "Conflicts of Interest—Investment Allocation Private Equity Co-Investment Transactions" (below) for a description of the entitlements. In addition, other John Hancock accounts can participate in such investments, on the same terms and conditions as the investments made by such private fund clients, to the extent the fund does not commit all of the capital required for such investments.

- Certain advisory clients might make investments in portfolio companies in which John Hancock or its related persons already have an investment, or vice versa or both. Such situations can present conflicts of interest, particularly in cases where the client and John Hancock or its related persons have invested in different levels of a portfolio company's capital structure, have non-proportional holdings at various levels of the capital structure, or have invested at different times, which could result in John Hancock or its related persons holding securities which are senior or junior in priority to those held by the advisory client or the same securities but at a different price. For example, in cases in which a Firm client makes an investment in a portfolio company in which a John Hancock account has a prior investment, the fund's investment could indirectly enhance the value of John Hancock's prior investment.
- From time to time, John Hancock or its affiliates could provide financing in the form of a loan to a portfolio company in which the Firm has invested on behalf of certain clients. The securities received in such transaction could be secured by the assets of the portfolio company and will generally be senior in priority to the portfolio company's existing subordinate debt or equity holders, including the Firm's advisory clients. Similarly, John Hancock or an affiliate could provide additional equity to a portfolio company and receive preferential liquidation or dividend terms over the securities held by Firm clients. Any such financing and/or capital contribution will be at John Hancock's or its affiliates' sole discretion, and there is no guarantee that John Hancock or any of its affiliates will provide such financing and/or capital to any portfolio company.
- Conflicts might arise if an advisory client's investment in a portfolio company is used, directly or indirectly, to refinance or otherwise liquidate an investment in the portfolio company that was made by John Hancock or its related persons or another advisory client, or if an investment by John Hancock or its related person is used, directly or indirectly, to refinance or otherwise liquidate an investment by a Firm advisory client in a portfolio company. Such conflicts of interest can include determinations of whether existing investors are being cashed out at an appropriate price and whether new investors are purchasing securities with terms that are more or less favorable than the prevailing market terms. In such cases, the Firm could have an incentive to arrange for an investment to be refinanced or liquidated upon terms that are advantageous to John Hancock or its other related persons involved.

- Conflicts of interest might arise if a portfolio company in which a Firm advisory client and John Hancock or its related persons have invested subsequently becomes financially troubled. For example, questions as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced could arise. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, whether or not to provide additional capital, and the terms of any work-out, restructuring, or additional capital, could raise conflicts of interest.
- Conflicts of interest could arise if the Firm decides to sell an advisory client investment in a portfolio company in which John Hancock or its related persons hold an investment at a different level of the capital structure, or vice versa or the same investment is held, but it was acquired at a different time or price. Conflicts of interest could arise if the Firm decides to sell an advisory client investment in a portfolio company, loan, or property in which John Hancock or its related persons hold an investment and John Hancock or its related persons do not sell their investment or do not sell their investment in the same proportion as the advisory client. Similarly, conflicts of interest could arise if John Hancock or its related persons decides to sell an investment it holds in a portfolio company, loan, or property that is also held by an advisory client and the Firm does not sell the advisory client's investment or does not sell the investment in the same proportion as John Hancock or its related persons.
- Conflicts could arise if a commercial mortgage loan investment opportunity is originated for a client account where John Hancock or its related persons have an existing financial interest (or as a result of the loan will have a financial interest) in the real estate secured by the loan.
- Conflicts could arise where an equity real estate client purchases from John Hancock a real estate portfolio holding using financing obtained from John Hancock's commercial mortgage loan lending business. In these circumstances commercial mortgage loan advisory clients will not be permitted to co-invest in the loan financing alongside John Hancock. In the event of default or the restructuring of this type of loan, John Hancock's interests (as lender) might not be in alignment with the advisory client (as borrower). Because the personnel of John Hancock and Manulife IM PM (US)'s U.S. Real Estate Finance Group could be deemed to have knowledge of the advisory client's financial position, the advisory client's Manulife IM PM (US) Real Estate Division representative could be disadvantaged in a negotiation on the defaulted loan. If this circumstance should arise, John Hancock will mitigate this risk by creating an information barrier around certain Manulife person(s) outside of Manulife IM PM (US) or John Hancock's U.S. Real Estate Finance Group to negotiate on John Hancock's behalf. The information barrier will seek to ensure that the negotiation is conducted at arms-length and only with information regarding the borrower that a lender would possess in the ordinary course.
- In limited cases, employees of the Firm serve on the boards of certain portfolio companies in which advisory clients invest. A Firm employee who serves as a board member of a



portfolio company will have a fiduciary duty to the stakeholders of such portfolio company as a director, and a potentially conflicting fiduciary duty to Firm clients. While the Firm expects the interests of portfolio companies to be aligned with those of the Firm's clients, from time to time such interests can diverge. In those situations, any investment-related decisions impacting the applicable portfolio company will be made by the Firm through its normal investment decision-making process, without regard to the fact that a Firm employee serves on the board of such portfolio company. In the event of such conflict, the Firm employee serving on the board would recuse himself from voting on the matter that would conflict with the client, and in certain cases, resign.

- While the Firm or its affiliates generally do not act as an underwriter or member of a syndicate in connection with a securities offering, the Firm or its affiliates can act as an underwriter, originator, agent, or member of a syndicate in connection with the origination of leveraged senior loans or lending arrangements with borrowers, where such loans could be purchased by the Firm's advisory clients during or after the original syndication. The Firm's advisory clients could purchase such loans directly from the Firm or its affiliates or from other members of the lending syndicate. The Firm or its affiliates could directly or indirectly receive underwriting, origination, or agent fees in connection with such loan originations. As a result, the Firm has a conflict of interest in connection with such loan origination transactions since it has an incentive to base its investment recommendation to its advisory clients on the amount of compensation, underwriting, origination or agent fees it would receive rather than on its advisory clients' best interests. Additionally, certain fee and expense arrangements will be shared pro rata if required by the 17(d) Order. See Item 12B of this brochure (17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments).
- Conflicts can arise in recommending a private equity fund to a Fund-of-Funds client when that fund offers senior loans, mezzanine securities, or private equity co-investments to John Hancock or its other Clients which are generally not available to the Fund-of-Funds Client. This conflict is mitigated by the primary reason for recommending a commitment to a private equity fund being the expectation for strong investment performance by the fund manager regardless of whether the potential for senior loan, mezzanine, or private equity co-investment opportunities exists. Manulife IM PM (US)'s investment recommendation is also based on insight into the fund manager that is obtained working closely with them on senior loan, mezzanine, or private equity co-investments which benefits the Fund-of-Funds Client as well as John Hancock and its other Clients.
- Management fees, carried interest allocations, performance fees and/or other compensation payable to Manulife IM PM (US) or certain of its related persons by Manulife IM PM (US)'s clients are established by Manulife IM PM (US) at the time of the establishment of the relevant vehicle and negotiated with participating investors prior to their investment. Specific details of such compensation and expenses and their method of calculation are set out in the offering materials, disclosure documents and/or governing documents of the relevant private fund client and, as indicated above, vary from client to client. Such

compensation and expenses, once the relevant private fund has been established and commenced operations, are generally not negotiable. From time to time, the general partner of certain of the private fund clients enter into “side letters” or similar negotiated agreements with investors in the private fund clients that can provide rights and terms that vary from those granted under the terms of the limited partnership agreements, including the right to receive rebates or reductions of management fees or other compensation otherwise payable with respect to investments to Manulife IM PM (US) or its related persons. As a result, some investors could invest in the private funds on terms (including without limitation those relating to information rights) more favorable than the terms that are available to other investors. These differing terms could be based on the size of an investor’s investment in a private fund or other similar commitment by the investor.

- Conflicts of interest could arise with respect to a fund client at the time of liquidation of the fund. At the end of a fund’s life, it might be in the best interests of the fund to sell the remaining securities or investments to John Hancock or its related persons in order to avoid in-kind distributions to the fund’s investors. John Hancock is not obligated to purchase a client’s assets even if doing so would be beneficial to the client.
- Manulife IM PM (US) or its affiliates have arrangements with a number of financial intermediaries who present commercial real estate loan investment opportunities. Typically, these arrangements result in the referring institution being paid an ongoing sub-servicing fee for the duration of the loan. In these circumstances, the participating advisory clients and Manulife IM PM (US) affiliates investing in the loan are each obligated to pay their pro rata portion of the ongoing fee. These arrangements result in others being compensated for a portion of loan servicing activities for which Manulife IM PM (US) receives servicing compensation from its clients. However, Manulife IM PM (US) believes these arrangements are beneficial in generating investment opportunities which would not otherwise be made available to clients or Manulife IM PM (US)’s affiliates.
- In the event of an opportunity to sell a commercial mortgage real estate loan in a client portfolio is presented to Manulife IM PM (US), the Firm could have a financial incentive not to arrange for the sale of the loan as a result of the ongoing origination and servicing fee components of the management fee on that particular loan.
- From time to time, Manulife IM PM (US) or its affiliates are restricted from making investments in certain securities, properties, industries, companies or countries based on regulatory, contractual, or risk management reasons due to limitations imposed by John Hancock as part of its general account portfolio management. These restrictions could have resulted from actions by Manulife IM PM (US) or an affiliate of Manulife IM PM (US). As a result of this, Manulife IM PM (US) clients who have the ability to invest in such securities, properties, industries, companies or countries would not be able to make such investment, particularly where there is a mandatory co-investment requirement. Additionally, these same or similar limitations could also prohibit Manulife IM PM (US) from selling or making other investment decisions regarding certain client investments when desired (see also Items 8A and 16).

- From time to time, Manulife IM PM (US) might not be able to make an investment on behalf of an advisory client as a result of a regulatory restriction. For example, Manulife IM PM (US) or an advisory client might not have the appropriate regulatory license in a particular jurisdiction to participate in the transaction or own the investment. Such restrictions could have resulted from actions (or lack of action) by Manulife IM PM (US) (or a Manulife IM PM (US) affiliate) or due to lengthy, complicated registration process and waiting periods for applications to be reviewed. As a result of this, the advisory client who would otherwise have the ability to invest in such investment might not be able to make such investment.
- Conflicts could arise because different real estate properties in the same market are owned by John Hancock or by other Manulife IM PM (US) clients and as such John Hancock or other clients could compete for tenants. If this situation occurs, then Manulife IM PM (US) will take steps to ensure the potential conflict is addressed.
- Conflicts could arise when two accounts attempt to sell real estate properties located in the same market or submarket, especially if there are a limited number of potential purchasers and/or if such purchaser has an ongoing business relationship with Manulife IM PM (US) or its related persons or one of Manulife IM PM (US)'s specific real estate client accounts. To the extent Manulife IM PM (US) has discretion over the timing of asset sales, it will consider the effect of other sales in the market (including those for other clients) in addition to the other factors used to determine whether and when to sell a property. If the client has reserved discretion over sales of properties, Manulife IM PM (US) will advise the client of any ongoing sales in the market for other clients so that the client can take such other offerings into consideration in determining whether to sell.
- Additionally, John Hancock or other Manulife IM PM (US) affiliates might be existing tenants of real estate purchased for client accounts. John Hancock (as property manager) will be responsible for negotiating the lease terms for any new lease as well as the renewals of existing affiliate leases. This could pose an actual or appearance of a conflict as to the arms-length nature of lease terms on real property owned by clients. Any John Hancock or other Manulife IM PM (US) affiliate tenancy will be disclosed to the client prior to the purchase of the asset.
- For certain potential clients with unique or complex regulatory or tax issues, Manulife IM PM (US) might ask a potential client to share in certain product development costs. Any product development costs would be negotiated and agreed to between Manulife IM PM (US) and the potential client in advance. The benefits of these development activities (including knowledge gained) could be used in the future for the benefit of other potential clients in similar circumstances without any reimbursement to the initial client who bore the development costs.
- As noted throughout this brochure, Manulife IM PM (US)'s individual portfolio managers and staff are also responsible for the day-to-day management of multiple advisory accounts

(including private investment funds and separately-managed accounts) as well non-advisory affiliate accounts (including John Hancock and affiliate insurance company proprietary accounts and insurance company separate accounts for institutional clients). Generally, the potential for material conflicts of interest exists whenever a portfolio manager and investment staff have responsibility for the day-to-day management of multiple accounts. However, the potential for such conflicts could be heightened to the extent a portfolio manager and the relevant investment staff are also responsible for managing proprietary accounts. These potential material conflicts include those relating to the allocation of investment opportunities (see Conflicts of Interest—Investment Allocation below) as well as general preferential treatment for a proprietary account because of the portfolio manager or relevant investment staff’s economic and employment relationship with John Hancock and its affiliated insurance companies. To address these and other potential material conflicts of interests, Manulife IM PM (US) has adopted a number of policies and procedures to ensure that Manulife IM PM (US) and its supervised persons meet their duties to their investment advisory clients in a manner consistent with their legal and contractual obligations. Manulife IM PM (US) is also required to periodically review its policies and procedures to ensure they continue to adequately address their intended purpose.

- Certain Manulife IM PM (US)-advised mezzanine securities and private equity co-investment private funds will pay management fees to Manulife IM PM (US) and also make carried interest distributions to the private funds’ general partner, a Manulife IM PM (US) affiliate, who in turn will distribute portions of the carried interest to members of the investment team responsible for the fund portfolios. These fees and distributions can result in conflicts of interest. Among other things, because the amount of the carried interest distributions depends upon the fund’s performance, Manulife IM PM (US) could have an incentive to cause the fund to make investments that are more speculative than would otherwise be the case.

Manulife IM PM (US)’s Conflicts of Interest and Investment Allocation Oversight Committee (the “Committee”) is responsible for reviewing potential conflicts of interest relating to the Manulife IM PM (US)’s advisory clients and providing advice and recommendations for mitigating such conflicts. The members of the Committee are appointed by the Manulife IM PM (US) Board and consist of representatives from senior management, portfolio management, finance, risk, law and compliance. The Committee meets regularly and on an ad hoc basis, as necessary.

In addition, certain of Manulife IM PM (US)’s private fund clients have advisory committees comprised of limited partners that are established in accordance with the terms of their limited partnership agreements. In accordance with the fund’s governing documents, the general partner of each such fund refers to the advisory committee matters involving conflicts of interest between such fund and John Hancock or related person accounts or other Manulife IM PM (US) clients that the general partner reasonably determines to be material, including in the circumstances described above, other than such matters as are explicitly contemplated by the terms of the limited partnership agreements. The advisory committee of such private fund client addresses these conflicts in accordance with its duties and obligations set forth in the respective limited partnership agreements.

## Conflicts of Interest—Investment Allocation

The investment personnel of the Private Equity and Credit Group, Corporate Finance Group, Real Estate Finance Group, and Real Estate Division who provide investment advisory services to Manulife IM PM (US) client accounts have similar investment roles with John Hancock on behalf of John Hancock (and John Hancock affiliate) insurance company accounts. As a result, these groups of Manulife IM PM (US) and John Hancock maintain joint allocation policies for the allocation of acquisition or sale opportunities of commercial real estate mortgage loans and bonds, equity real estate, public securities, private debt, mezzanine securities investments, private equity, and private equity co-investments. These joint policies also address the sharing of investment opportunities among Manulife IM PM (US)'s advisory accounts and between Manulife IM PM (US) advisory accounts and John Hancock and John Hancock-affiliated accounts. Manulife IM PM (US) advisory client accounts and John Hancock affiliated accounts will from time to time seek to invest in the same investments or securities, resulting in a potential conflict of interest between Manulife IM PM (US)'s clients as well as conflicts between John Hancock or the John Hancock affiliate. The following is a summary of the various conflicts and features of the joint Manulife IM PM (US) and John Hancock investment allocation policies and processes which have been designed to manage allocation conflicts and to allocate investment opportunities in a manner that is fair to all of the accounts managed by Manulife IM PM (US) and John Hancock. A copy of the firm's current relevant allocation policies and procedures are available to advisory clients and prospective clients upon request.

*Private Equity and Credit and Corporate Finance Groups*—Investments generally are allocated among proprietary, affiliated and/or client accounts of Manulife IM PM (US) and the Private Equity and Credit and Corporate Finance Groups, according to the relevant Manulife IM PM (US) allocation processes (publics, private debt, senior loans, mezzanine and private equity). Generally, the ability of Manulife IM PM (US) to allocate an investment opportunity (including the amount allocated) to any Manulife IM PM (US) advisory client account is limited by the terms of the investment management contract and investment guidelines established therein between the advisory client and Manulife IM PM (US) (including consent rights, if applicable), (ii) any allocations reserved under the applicable allocation policy for unaffiliated Manulife IM PM (US) advisory accounts, John Hancock-affiliated accounts, or external parties, (iii) the number of accounts eligible for the investment opportunity (depending on the size of the opportunity), (iv) legal, regulatory, or tax restrictions (if applicable), and (v) other factors such as investment needs (as determined by the portfolio manager) and minimum investment requirements.

- *Mezzanine Transactions.* In addition, with respect to mezzanine securities transactions, a private mezzanine fund client and John Hancock (as co-investor in the fund) have the right, in accordance with their respective capital commitments, to purchase each mezzanine investment opportunity presented and available to Manulife IM PM (US) or the Private Equity and Credit, Portfolio Management, and Corporate Finance Groups of John Hancock. As a result of this arrangement, other Manulife IM PM (US) clients who have the ability to invest in mezzanine transactions will not be able to invest as much as such private fund client and John Hancock. Also, equity transactions made available to John Hancock or Manulife IM PM (US) in conjunction with a mezzanine transaction are treated as a

mezzanine investment for allocation purposes.

- *Equity Infrastructure Transactions.* In addition, with respect to US equity infrastructure transactions, an equity infrastructure private fund client and John Hancock (including John Hancock affiliates) each hold a right to 50% of every eligible US infrastructure opportunity (subject to certain limitations outlined in Manulife IM PM (US)'s allocation policies). As a result, only a portion of John Hancock's residual amounts are reserved for other advisory clients (pro rate based on demand). The equity infrastructure private fund client's residual amounts are first reserved for fund co-investors and then remaining amounts are reserved for John Hancock and/or non-advisory clients, in Manulife IM PM (US)'s sole discretion. As a result of this arrangement, other Manulife IM PM (US) advisory clients who have the ability to invest in US equity infrastructure transactions may not be able to invest as much as such private fund client or John Hancock, and possibly not at all. Additionally, newly originated US opportunities where John Hancock or its affiliates hold (or would hold as a result of the transaction) debt interests in the underlying assets are not eligible for advisory client allocation unless John Hancock (or its affiliates, if applicable) has agreed to waive its voting rights in the debt interests.
- *Private Equity Co-Investment Transactions.* When allocating a sponsored private equity co-investment transaction to an equity co-investment fund (or other equity co-investment advisory account) other allocation factors included in the allocation decision-making process include (but are not limited to) (i) amounts invested by the client account in a single year ("vintage year risk"), (ii) time remaining under an investment management agreement for capital to be invested, (iii) with respect to an investment opportunity originated by a third party, the relationships of a particular advisory client account (or the account's non-Manulife IM PM (US) portfolio manager) to such third party, and (iv) whether the investment opportunity is a follow-on investment. Additionally, equity co-invest clients will not invest in the following industries: (i) upstream and midstream oil and gas, (ii) power and infrastructure, and (iii) project finance.
- *Private Equity Fund Subscriptions.* In addition, with respect to private equity fund transactions, a private equity fund client has a right (subject to certain John Hancock co-investment requirements) to purchase certain leveraged buyout private equity fund investment opportunities presented and available to the Private Equity and Credit, Portfolio Management, and Corporate Finance Groups of John Hancock, Manulife IM PM (US), MIMPMCC, MLI, MANGA and SAGA. As a result of this arrangement, other clients who have the ability to invest in leveraged buyout private fund transactions will not be able to invest as much as such private fund client and John Hancock. In addition, allocation opportunities for non-discretionary advisory accounts are further limited because of their position behind discretionary accounts in the allocation policy's allocation priority. When allocating a private equity fund subscription to an advisory account other allocation factors included in the allocation decision-making process include (but are not limited to) (i) amounts invested by the client account in a single year ("vintage year risk"), (ii) industry concentrations, (iii) sponsor concentrations, (iv) the nature of any requirements or constraints placed on such subscription opportunity (for example, requirements or

conditions imposed by the sponsor), (v) tax implications, and (vi) the geographic location of the sponsor.

- *Senior Leveraged Loans.* The Private Equity and Credit Group of John Hancock and Manulife IM PM (US) maintain an allocation process for allocating senior leverage loans. New eligible senior leveraged loan investment opportunities are allocated to clients based on account-specific portfolio requirements and portfolio manager-directed target allocations or subsequent adjustments. The allocation process allows a portfolio manager of a senior leveraged loans account to deviate from the account's standing target allocation for account-specific reasons, subject to the parameters of the allocation policy, including pro-rata reductions where aggregate target demands exceeds the size of the available opportunity. Additionally, because senior loan opportunities can be too large for the aggregate target allocations of accounts, the Private Equity and Credit Group can seek external investors to participate alongside Manulife IM PM (US)-affiliated and Manulife IM PM (US) client accounts. The inclusion of these external lenders is in the sole discretion of the Private Equity Credit Team and can have the result of reducing the senior loan opportunity to amounts below the aggregate target allocations of Manulife IM PM (US)-affiliated and Manulife IM PM (US) client accounts. If the fees required by such external investors are less than the commitment fees the issuer of the loan has agreed to pay, then such excess fees will be retained by Manulife IM PM (US)'s affiliates unless such amount is required to be shared pro-rata due to a co-investment by a Manulife IM PM (US)-advised 1940 Act Trust. Additionally, borrowers or sponsors controlling the transaction may dictate the scope and size of the available opportunity or otherwise limit certain types of Manulife IM PM (US) client accounts from participating in the opportunity at all. Additionally, since the allocation policy is based on an account's target allocation, a portfolio manager setting a higher target allocation for an account will result in larger allocations for such accounts at the expense of accounts with smaller relative target allocations. Certain accounts may require by contract co-investment by John Hancock affiliate accounts. If the John Hancock accounts' desired allocations cannot meet an account-imposed co-investment threshold then the account risks receiving no allocation of the presented opportunity. Similarly, the imposition of investment minimums also can limit the ability to receive an allocation of an opportunity.

Senior leveraged loan investment opportunities are generally comprised of multiple facility types. Because of the anticipated launch of a Manulife IM PM (US)-advised 1940 Act Trust and the required application of the associated SEC 17(d) Order, if the 1940 Act Trust is participating in all of the offered facilities of a senior loan opportunity then other Manulife IM PM (US)-affiliated and Manulife IM PM US advisory accounts (apart from certain Manulife IM PM (US) separately managed account mandates) desiring exposure to the opportunity will be also required to be invested in each of the same facilities. To the extent a Manulife IM PM (US) advisory account cannot participate in all of the facilities that the 1940 Act Trust is participating in (either because of an account's investment guideline, regulatory, or other restriction or in the discretion of the account's portfolio manager) then such account will be precluded from participating in any facility of the senior loan opportunity. See Item 12B of this brochure for further 17(d) Order information (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).

- *Determination Policy and Committee (Mezzanine, Private Equity Co-Investments, and Leveraged Senior Loans)*. In certain circumstances the investment teams managing the firm's mezzanine securities, private equity co-investments, and leveraged senior loan programs might have the ability to provide one or more investment proposals to the same or multiple sponsors with respect to a given transaction. Additionally, a specific opportunity could be suitable for several investment programs. To address the potential conflicts in these circumstances, Manulife IM PM (US) and John Hancock have jointly adopted a Determination Policy outlining the procedures for managing the potential conflicts, including the formation of a Determination Committee that includes the portfolio managers of each investment program as representatives from the legal and compliance function. The Determination Committee's determination activities are reported to the firm's Conflicts of Interest and Investment Allocation Oversight Committee on a regular basis.

*Real Estate Finance Group ("REFG")*—Commercial real estate mortgage loans (CML) available for allocation and the ability of a client account to achieve its optimal portfolio size and diversification in any particular timeframe are limited (individually and collectively) by (i) the terms of the investment management contract and investment guidelines established therein between the advisory client and Manulife IM PM (US) (including consent rights, if applicable), (ii) the 17(d) Order (see Item 12B of this brochure) and regulatory limitations, (iii) Manulife IM PM (US)'s CML allocation policy and procedures (including loan size allocation floor, minimum and maximum allocation requirements, rounding of allocations, certain re-allocation of declined allocation amounts to John Hancock and its affiliates, elimination of an account's allocation in favor of John Hancock account post allocation due to loan changes), (iv) the number of other eligible advisory clients with a demand for a particular CML (as well future increases in the number of advisory clients eligible for a particular type of CML), (v) the participation of John Hancock and its affiliates, (vi) John Hancock and its affiliates' business ability to originate adequate volume and size of CML meet account demand, and (vii) general market conditions. Additionally, certain types of CMLs have been outright reserved for investment exclusively by John Hancock and its affiliate insurance companies either by contract or policy (e.g., loans not originated or serviced by Manulife IM PM (US) or John Hancock but by a third party).

- *Top Offs*. Certain commercial mortgage loans originated by REFG contain a "Top Off" provision. A top-off provision offers a borrower the ability to request additional loan proceeds after the closing of a loan, subject to satisfaction of certain pre-established underwriting conditions and REFG's consent ("Top Off"). In most cases, this will require the borrower to demonstrate an increase in the value of the underlying collateral since the loan closed or in the financial strength of the borrower. Therefore, a Top Off provision is not a binding commitment to provide additional loan proceeds by the lending entities because the applicable borrower must satisfy the specified conditions and REFG must review and approve any submissions and determine that all conditions have been met. Of those loans that include this feature, most borrowers never request to be considered for a Top Off. However, REFG believes that offering Top Offs distinguishes its lending business and over time generates investment opportunities which would not otherwise be made available to advisory clients or



Manulife IM PM (US)'s affiliates. While the provision of additional Top Off proceeds does not extend the duration of the existing first lien loan, the yield on Top Offs can include a spread component to compensate for increased leverage and that on a combined basis, the rating on the Top Off loan could be lower than the rating of the original loan.

In the event a borrower requests a Top Off for a particular first lien loan and REFG agrees to provide additional funding, each advisory client and any Manulife IM PM (US) affiliate invested in the first lien loan will be offered, in the first instance, the opportunity to invest proportionally in the Top Off loan to the borrower. However, if all accounts invested in the original loan cannot participate proportionally in the Top Off loan, then the Top Off will not be structured as an addition to the first lien financing. Rather REFG might arrange second lien financing to meet the borrower's Top Off needs. Second lien loans generally have a lower credit rating than the related first lien loan, and, therefore, the interest rate on the second lien loan generally will be higher to compensate for the associated subordinated lending risk. If an advisory client is invested in the first lien loan and is eligible for second lien investments, then such client will be offered only their proportionate share of the Top Off now structured as a second lien financing and only if Manulife IM PM (US) or its affiliates and/or other eligible participants in the first lien, in some combination, are willing to provide the remaining portion of the borrower's Top Off demand. Since not all advisory clients invested in the first lien loan might be permitted to invest in second lien financings, Manulife IM PM (US) or its affiliates could provide a portion or the entire second lien loan financing to meet the borrower's Top Off needs (whether or not the Manulife IM PM (US) or its affiliates are invested in the first lien loan). The provision of second loan financing in these circumstances balances the legal requirements to borrowers under Top Off provisions in the loan documents and the need to minimize conflicts between advisory accounts and Manulife IM PM (US) and its affiliates.

*Real Estate Division*—John Hancock and Manulife IM PM (US) maintain a joint allocation process for allocating U.S. commercial real estate investment opportunities. New U.S. equity real estate investment opportunities are presented by acquisition officers to both the portfolio managers of John Hancock and Manulife IM PM (US). Each portfolio manager will conduct a suitability assessment of the opportunity for their accounts. The assessment considers the account's investment objectives and constraints (including but not limited to legal, regulatory, or tax restrictions) as well as the portfolio manager's fiduciary obligations owed to the portfolio. Those portfolio managers identifying the acquisition opportunity as permitted and conforming to the investment strategy and current needs of their specific account(s) will indicate an initial interest for the opportunity for their respective accounts. Next, further due diligence on the property and the opportunity is conducted (including estimating the expected market clearing price and resulting investment yield for the property, as well as other terms and conditions of the seller). If only one account wishes to pursue the transaction then such account will have exclusivity to pursue the transaction. However, if more than one John Hancock or Manulife IM PM (US) account continues to remain interested in the opportunity then Manulife IM PM (US) will employ a rotation methodology as outlined in its allocation policy to determine which competing account will be given the opportunity to make a best and final bid because of its top position in the rotation.

Once an account has invoked its top position in the rotation process to secure the right to bid (regardless if the bid is eventually won or the transaction successfully closes), then such account at the top position moves to the bottom of the rotation. Any requested exception to the allocation policy or the rotation methodology procedures requires approval from Manulife IM PM (US)'s Conflict of Interest and Investment Allocation Oversight Committee.

*Allocation Other*—John Hancock or its affiliates' sale of an existing portfolio investment (where the investment is not also a Manulife IM PM (US)-advised client portfolio holding) is not required to be offered for allocation to any Manulife IM PM (US) advisory account and the sale opportunity is not subject to the requirements of Manulife IM PM (US)'s allocation policies. However, in such situation John Hancock can choose (in its sole discretion) to offer all or part of the sale opportunity to one or more Manulife IM PM (US) advisory clients. If offered to a Manulife IM PM (US) advisory client, the purchase opportunity would be subject to Manulife IM PM (US)'s principal trade approval process and require the informed consent of the purchasing advisory account. Specific selling restrictions, if any, are detailed in the relevant asset class' allocation policy.

*Allocation Oversight*—Manulife IM PM (US)'s Conflicts of Interest and Investment Allocation Oversight Committee is responsible for periodically reviewing the actual results of the Firm's investment allocation process to ensure that the goal of allocating investment opportunities in a fair and equitable manner. The Committee is comprised of senior staff members representing areas including, senior management, investment management, finance, risk, compliance, and law. This section only summarizes Manulife IM PM (US)'s allocation policies. Copies of Manulife IM PM US' allocation policies are available upon request to any client.

### Other Conflicts of Interest—Loan Participations and Assignments

Certain advisory clients do not wish to own a commercial mortgage loan directly and require that their investments in commercial mortgage loans are structured as participations or assignments. As such, it is necessary for a Manulife IM PM (US) affiliated insurance company to first enter into the loan transaction with the borrower and then (in connection with the same rate lock event) agree to participate a portion of the newly originated loan to the client's account. As a result of a client's purchase of an indirect partial interest in a commercial mortgage loan through participation or an assignment and transfer from Manulife IM PM (US)'s affiliated insurance company, the client is limited in its ability to seek legal remedies against the borrower and that in most cases legal remedies may only be brought against the Manulife IM PM (US) affiliated insurance company that sold the participation interest or assignment as its creditor. Additionally, participation and assignments will generally prohibit the client from transferring the Manulife IM PM (US) affiliated insurance company-issued participation or assignment without the consent of the Manulife IM PM (US) affiliated insurance company. This means that a client's ability to direct a sale of the participation assignment will not be possible without the consent of the affiliated insurance company. As a result, a client should be prepared to own a participation or assignment until the underlying loan matures. However, certain clients have negotiated certain participation redemption rights with Manulife IM PM (US) and its affiliated insurance companies. Where JHUSA has participated a portion of a commercial mortgage loan to an advisory client, the terms of such participations may include participation redemption provisions. Any sale or repurchase of a participation or assignments from a Manulife IM PM (US) affiliated insurance company are subject to the Adviser's Act principal trade

client disclosure and consent requirements.

### Conflicts of Interest—Personal Trading

Manulife IM PM (US)'s officers and supervised persons can under certain circumstances purchase and sell securities for their own accounts, including securities which might be purchased or sold for client accounts. Manulife IM PM (US)'s Code of Ethics imposes various trading restrictions and reporting requirements on certain personal securities transactions in order to monitor for and avoid conflicts of interest with client account activity. Most proposed personal securities trades (including all private placement investments) for such officers and certain supervised persons (including certain household family members) must be approved by Manulife IM PM (US) before the trade is executed. Also, certain personal securities trades and holdings, direct or indirect by officers and supervised persons involved in investment advisory securities activities, must be reported to Manulife IM PM (US)'s Compliance Office.

## Item 12 – Brokerage Practices

### A. Factors for Broker-Dealer Selection

Generally, in the absence of a client's direction to use a particular securities broker or dealer for the execution of transactions in such client's account, Manulife IM PM (US)'s primary objective in effecting portfolio transactions is to seek to achieve best execution. "Best execution" is generally understood to mean the most favorable cost or net proceeds reasonably obtainable under the circumstances.

The factors that Manulife IM PM (US) might consider in selecting a particular securities broker or dealer and determining the reasonableness of its commission include, without limitation: Manulife IM PM (US)'s knowledge of available broker-dealer margin/mark-ups or commissions and other typical transaction costs; the nature of the transaction; the size of the transaction; the desired timing of the transaction; the activity existing and expected in the market for the transaction; confidentiality; the execution, clearance and settlement capabilities and procedures of the broker or dealer; Manulife IM PM (US)'s opinion of the financial stability of the broker or dealer; and the willingness of the broker or dealer to commit capital as necessary for execution. Given these factors, Manulife IM PM (US)'s clients can pay transaction costs in excess of those which another broker or dealer might have charged for effecting the same transaction.

Manulife IM PM (US) will generally purchase debt securities for client accounts from the issuer (or its agent) or a primary market maker acting as principal on a net basis with no brokerage commission paid by the client. With respect to private placements of debt and equity securities, in most cases Manulife IM PM (US) will affect transactions for client accounts either directly with the issuer or through the broker or dealer offering the security for sale. Debt and equity securities also could be purchased for client accounts in underwritten offerings at prices that include underwriting commissions and fees. Most debt security transactions executed by Manulife IM PM (US) in the secondary market are executed on a competitive basis, taking into account the factors discussed above.

Certain broker/dealers provide Manulife IM PM (US) with research or analytical data, which they make generally available to a broad array of potential investors. Such data is not taken into consideration by Manulife IM PM (US) in selecting broker/dealers. Manulife IM PM (US) believes that any such data would be made available to Manulife IM PM (US) whether or not trades are placed through a given broker/dealer.

Occasionally, transactions are directed to a particular broker or dealer when market conditions indicate that this method is likely to produce better net prices. With regard to certain private fund clients, most investments made by such funds involve private securities that are not traded or sold through a broker-dealer. From time to time a portfolio company in such a fund later could seek to raise capital through a public offering of its common stock. If Manulife IM PM (US) elects to liquidate a fund's interest in the portfolio company in the public offering, it could be required to do so through the underwriter of the offering or a broker-dealer specified by the underwriter or the equity sponsor. In that case, Manulife IM PM (US) will be limited in its ability to select a broker-dealer to affect the transaction. In addition, Manulife IM PM (US) might be unable to negotiate the commissions on such trades, and the fund could pay a higher commission than it would if Manulife IM PM (US) was free to select the executing broker. Manulife IM PM (US) does not consider client referrals in selecting or recommending securities broker-dealers.

Generally, we do not permit clients to direct brokerage, but in the event Manulife IM PM (US) did so, its authority with respect to brokerage discretion could be subject to conditions imposed by the advisory client. For example, Manulife IM PM (US)'s clients might retain the power to direct that certain transactions be effected through specific brokers or dealers. In such cases, Manulife IM PM (US) might be unable to achieve the most favorable execution of directed transactions, clients might receive less favorable prices, clients might pay higher commission rates than those available through other broker-dealers, and clients might pay higher brokerage commissions because Manulife IM PM (US) might not be able to aggregate the order with other customer orders.

*Leveraged Senior Loan Administrative Agents*—Manulife IM PM (US) will generally acquire and dispose of leveraged senior loan investments in privately negotiated transactions. As a result, Manulife IM PM (US) will infrequently use brokers in the normal course of business for those loans. However, while these transactions typically will not involve brokers or brokerage commissions, assignment fees, which are often charged by an administrative agent for particular loans, might be payable by a client when buying and selling those loans.

*Real Estate Brokers*—Real estate investments are identified primarily through three industry relationships: (1) direct relationships with institutional holders of or investors in real estate; (2) direct relationships with brokers who source potential investment opportunities; and (3) direct relationships with other institutional investment partners. From time-to-time, accounts could also purchase real estate related assets at auctions. While some real estate investments could be made without the utilization of a broker, the majority of transactions are brought to market through one or more brokers. The fees of the broker vary, and any fee to be paid is factored into the analysis and underwriting of each potential investment. When selecting brokers to market a client holding, Manulife IM PM (US) considers the broker's local market knowledge, asset class expertise, market reach and recognition, fees, and other factors specific to the broker, client and property, directed to

effect the most favorable transaction in consideration of the totality of the circumstances. The cost related to the use of a broker is typically borne by the client participating directly or indirectly in the property.

*Commercial Mortgage Brokers and Lending Licenses*—Certain U.S. states require the involvement of a state-regulated mortgage broker or lending licensee for commercial mortgage transactions. Where Manulife IM PM (US) does not maintain the necessary state license, a third party holding a commercial mortgage broker or lending license could be engaged by Manulife IM PM (US) in connection with the transaction. The expenses related to the use of the third-party mortgage broker or lending licensee for a transaction are borne by Manulife IM PM (US) or its affiliate unless specifically agreed to by Manulife IM PM (US) and its advisory client. Manulife IM PM (US) will select the third-party broker or licensee based on a variety of factors, including but not limited to fee structure, reputation, availability, and Manulife IM PM (US)'s experience with the broker or licensee, if any. In circumstances, where a client has agreed to share in expenses related to the required use of a commercial mortgage broker or lending licensee, the client will only incur expenses related to its pro-rata share of the transaction.

Additionally, in those circumstances where a real estate investment trust tax structure is required, a broker-dealer specializing in the private placement of securities to satisfy tax requirements could be hired. Fees to a broker-dealer for these services generally include upfront service fees and related marketing fees. Such expenses are typically borne by the investment product.

## **B. Aggregation of the Purchase or Sale of Securities**

When the same security is being purchased by Manulife IM PM (US) for two or more clients, or by Manulife IM PM (US) and the Corporate Finance Group of John Hancock for clients and proprietary or affiliated accounts, trade orders can be aggregated. The aggregation of trades might allow Manulife IM PM (US) to obtain better net prices and execute trades in a faster manner. Manulife IM PM (US) receives no additional compensation or remuneration of any kind as a result of aggregating orders. If an order is only partially filled, each account will receive a prorate share of the securities purchased or sold based on the size of its order relative to the aggregate order. Manulife IM PM (US) will not aggregate orders if the effect of such aggregation is not consistent with its duty to provide best execution, including obtaining the best net price.

*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*—Certain joint or aggregated transactions involving investment companies registered under the Investment Company Act of 1940 and managed by Manulife IM PM (US) (“1940 Act Trusts”) and other affiliated accounts (“Affiliated Accounts”) are subject to limitations. The United States Securities and Exchange Commission has issued an exemptive order (the “17(d) Order”), that exempts the 1940 Act Trusts from certain restrictions set forth in Section 17(d) of the Investment Company Act of 1940, and Rule 17d-1 thereunder, subject to certain conditions. The Affiliated Accounts include John Hancock, John Hancock Life Insurance Company of New York, John Hancock Life & Health Insurance Company, and certain other affiliated funds. The conditions of the 17(d) Order are applicable only to those joint or aggregate transactions in certain senior loans and commercial mortgage loans where Manulife IM PM (US) or its affiliates negotiate the terms of

the transaction other than price (“Covered Investments”).

Manulife IM PM (US) has established processes for allocating initial investment opportunities, opportunities for subsequent investments in an issuer and dispositions of securities holdings reasonably designed to treat all clients fairly and equitably. These processes will be extended and modified in a manner reasonably designed to ensure that the additional transactions permitted under the 17(d) Order will both (1) be fair and equitable to the 1940 Act Trusts and the Affiliated Accounts; and (2) comply with the conditions contained in the 17(d) Order.

Under the 17(d) Order, the 1940 Act Trusts will not invest in any issuer in which Manulife IM PM (US) or Affiliated Account has an investment (except for certain permitted follow-on investments). In addition, the 1940 Act Trusts will not participate in any potential co-investment unless (i) the terms, conditions, price, class of securities to be purchased, date on which the commitment is entered into and registration rights (if any) will be the same for each participating 1940 Act Trust and Affiliated Account and (ii) the earliest settlement date and the latest settlement date of any participating 1940 Act Trust or Affiliated Account will occur as close in time as practicable and in no event more than ten business days apart.

Additionally, pursuant to the terms of the 17(d) Order, the 1940 Act Trusts are permitted to co-invest in a Covered Investment (except for certain permitted follow-on investments) only if a majority of such 1940 Act Trust’s trustees (who are not “interested persons” of such 1940 Act Trust, as defined in Section 2(a)(19) of the Investment Company Act of 1940) determined that: (1) the terms of the transaction were reasonable and fair to the 1940 Act Trust and its shareholders; (2) the transaction would be consistent with the 1940 Act Trust’s investment objectives and strategies; and (3) the co-investment by the Affiliated Accounts would not disadvantage the 1940 Act Trust and participation by the 1940 Act Trust would not be on a basis different from or less advantageous than that of other participants.

The 17(d) Order also provides that if any party subject to the 17(d) Order (including certain advisory clients) proposes to sell all or dispose of any portion of a Covered Investment that is also owned by a 1940 Act Trust, such 1940 Act Trust must be offered the opportunity to dispose of a proportionate amount of such Covered Investment on identical terms and conditions. This provision would limit the ability of Manulife IM PM (US) or an Affiliated Account to sell or dispose of an asset (even to its affiliate) without complying with the requirements of the 17(d) Order. Additionally, the 17(d) Order requires all parties subject to the 17(d) Order to share, on a pro rata basis based on the amounts invested or committed, in (1) any expenses associated with acquiring, holding or disposing of any securities acquired in a Covered Investment (to the extent not payable by Manulife IM PM (US) for all accounts); and (2) any transaction fees (including break-up, structuring, monitoring or commitment fees, but excluding brokerage or underwriting compensation permitted by Section 17(e) or 57(k) under the Investment Company Act of 1940) received by Manulife IM PM US or an Affiliated Account related to a Covered Investment opportunity in which the 1940 Act Trust was a co-investor.

## Item 13 – Review of Accounts

## A. Frequency and Scope of Account Review

Manulife IM PM (US) performs periodic (generally monthly, quarterly, or annually) internal account reviews to track account performance and to prepare client reports. For each internal review, appropriate personnel of Manulife IM PM (US) monitor or assess an account's various attributes, including custodial reports, portfolio guidelines, asset values, performance, portfolio structure and holdings. Approximately two to four individuals participate in an account's internal review. A portfolio manager is responsible for reviewing the accounts he or she manages. Titles of portfolio managers include Senior Vice President, Senior Managing Director, Vice President, Managing Director, Director, and Assistant Vice President. Manulife IM PM (US) may also have meetings with clients. Client meetings generally cover the same topics as internal reviews. In addition, Manulife IM PM (US) might provide supplementary information during a client meeting. This supplementary information can include relevant organizational or personnel changes concerning Manulife IM PM (US), information concerning aggregate assets under management of Manulife IM PM (US) or Manulife IM PM (US)'s investment strategies.

## B. Other Account Reviews

With respect to certain advisory clients, in addition to the periodic review, Manulife IM PM (US) reviews these client accounts on an as-needed-basis in connection with the ongoing operations of the account and the management of its investments. Examples of situations that trigger a review of all or part of a client's account include scheduled interest payments, prepayments of principal and interest, acquisitions or dispositions of securities or other investments, receipt of physical securities and any unusual events occurring in the marketplace. In such circumstances Manulife IM PM (US) is regularly monitoring the accounts to ensure that transactions are occurring as expected and that any relevant figures provided by third parties match its records.

## C. Content and Frequency of Regular Client Reporting

Manulife IM PM (US) provides written account reports to clients periodically (typically monthly or quarterly, depending on the particular arrangement with each client). Matters covered by reports to clients can include (depending on the client) the account's portfolio guidelines and guideline compliance, asset values, performance, performance attribution, sector concentrations, yield curve exposure, portfolio structure, transactions and holdings.

For certain private fund and separately managed advisory accounts, Manulife IM PM (US) may also report on (depending on client type):

- each limited partner's closing capital account as of the end of the reporting period;
- the cost, reported value, and a summary description of each portfolio investment owned by the fund or account at the end of reporting period, together with a schedule of cumulative distributions received by the fund or account from each such portfolio investment;
- a description of recent key events affecting the fund or account during reporting period;
- a calculation of the internal rate of return and cash on cash return to the fund or account on each portfolio investment through the end of reporting period; and



- the amount of reserves maintained by the fund or account at the end of reporting period, including the value of temporary investments.

## Item 14 – Client Referrals and Other Compensation

On occasion Manulife IM PM (US) or a related person is paid a transaction, commitment, breakup or other fee by a non-client in connection with giving advice to clients or structuring an investment transaction in which a client may invest. In such instances, all, a portion or none of the fees may be used to offset management fees or all, a portion or none of the fees may be retained by the related person. See Item 6 for additional detail.

### A. Economic Benefit from Others for Providing Advisory Services

*Private Placement and Bond Investments*—Investors in certain mezzanine securities private fund clients advised by Manulife IM PM (US) indirectly provide an economic benefit to Manulife IM PM (US) for providing investment advice to such funds. Manulife IM PM (US) generally receives a management fee from a fund based on a percentage of the aggregate capital commitments of the fund's limited partners or the amount of the fund's invested capital, the terms of which are set forth in such fund's limited partnership agreement. In addition, the general partner of certain funds can receive a carried interest in a fund. Please see Items 5 and 6 for additional information on the fees received by Manulife IM PM (US) or its affiliates.

*Real Estate Finance Investments*—Depending on the commercial mortgage transaction, the borrower can pay other types of fees and expenses separate from principal and interest payments. Manulife IM PM (US)'s advisory clients' right to share in these fees and expenses pro-rata with other advisory clients or John Hancock and its affiliates are subject to negotiation between Manulife IM PM (US) and each client and the right (or not) to share in these fees are documented in a written document with the advisory client. Examples of these borrower fees include:

- Loan origination or secondary market loan acquisition fees, which are charged upon the funding of an investment, and are generally based upon the amount of client capital invested. Loan origination fees can alternatively be collected and retained from borrowers on a loan along with due diligence and closing fees.
- Loan servicing, special servicing and portfolio management fees, which are generally based upon outstanding loan balances or current market values. These fees are generally paid in arrears on a quarterly or monthly basis (see Item 5E for further information).
- Other fees can also be collected from borrowers on loans and include payments by borrowers for requested actions such as loan assumptions, loan modifications, loan extensions, collateral substitutions, late fees and fees for other servicing tasks. In addition, revenue might be received and retained from interest from escrow activities and impounds held to the extent not paid by the borrower.

However, certain fee and expense arrangements will be shared pro rata if required by the 17(d) Order. See Item 12B of this brochure (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).



Certain commercial mortgage loans require that the borrower deposit with John Hancock a good faith deposit. If for some reason the borrower does not proceed with the loan, all or a portion of the borrower's deposit (held by John Hancock) becomes the property of John Hancock to be used to cover expenses and to be compensated for the loan not proceeding. The borrower deposit is part of the loan application agreement between the borrower and John Hancock only. Manulife IM PM (US)'s clients are not parties to the loan application. Manulife IM PM (US)'s advisory clients do not become a legal party to the mortgage loan until after the borrower executes the promissory note at settlement. Unless otherwise agreed to in a client's written agreement with Manulife IM PM (US), advisory clients do not share in any forfeited good faith deposit of a borrower.

Additionally, see Item 5C for discussion of advance payments of origination and portfolio management fees when a client directs the sale of a mortgage asset or terminates its investment management agreement prior to maturity of the mortgage investment or portfolio investments.

*Senior Leveraged Loans*— Compensation paid to Manulife IM PM (US) or its affiliates as a result of services that they may provide to a borrower as part of the loan origination process, such as an underwriting fee, a structuring fee, an arrangement fee, a documentation fee, a syndication fee, or an administrative fee, will generally not be passed on to Manulife IM PM (US) advisory client portfolios. However, certain fee and expense arrangements will be shared pro rata if required by the 17(d) Order. See Item 12B of this brochure (*17(d) Order and Certain Senior loan, Private Placement, and Mortgage Loan Advisory Account Co-Investments*).

## **B. Compensation for Client Referrals**

In certain circumstances, and in accordance with the applicable law, Manulife IM PM (US) or its affiliates (i) will pay a fee to employees of John Hancock or its affiliates or other selected individuals, or entities who introduce business to Manulife IM PM (US) or (ii) may receive a fee for introducing clients and their business to related persons or third parties. The amount of fees paid to or received from third parties is negotiated between Manulife IM PM (US) and the person or the related Manulife IM PM (US) affiliate (see also Item 10C).

Certain private fund clients are responsible for paying the cost of the placement agent or distributor, as the case may be, and can call capital from the limited partners to fund such expense or expenses. Certain (but not all) private fund limited partners receive a 100% offset for such fees to the management fees otherwise payable by the fund to Manulife IM PM (US). Additionally, certain distribution costs (including placement agent fees) are paid by certain private funds subject to an overall organizational fund cap. If such offset or an expense cap is available, it is described in the relevant fund's offering documents. However, unless described otherwise in the private fund's offering documents, a fund will be responsible for fees paid by the fund, Manulife IM PM (US) or a Manulife IM PM (US) related person to a third-party distributor, broker-dealer or other entity that has been engaged for the purpose of facilitating compliance with offering restrictions, registration requirements, or other regulatory matters in jurisdictions other than the United States.

## **Item 15 – Custody**

In certain instances, Manulife IM PM (US) is be deemed to have custody of client assets under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the “Custody Rule”). In order to comply with the Custody Rule in those cases, entities meeting the Custody’s Rule’s definition of a qualified custodian will send quarterly or more frequent account statements directly to Manulife IM PM (US)’s advisory clients. Advisory clients should carefully review such statements and compare them to any account statements they receive from Manulife IM PM (US). If any discrepancies are found, clients should contact Manulife IM PM (US) and their custodian as soon as possible.

Manulife IM PM (US) is deemed to have custody in the case of certain fund clients which are pooled investment vehicles because a related person of Manulife IM PM (US) is the general partner or control person of each of these funds and/or has access to certain fund-related accounts in connection with the property management of a client’s real property holdings. For each of these clients, an annual audit of the pooled investment vehicle is conducted by an accountant registered with and subject to inspection by the Public Company Accounting Oversight Board (PCAOB), the annual audited financial statements are prepared in accordance with (or reconciled to) U.S. generally accepted accounting principles and they are delivered to investors within 120 days of the fiscal year end. Such clients are exempt from the requirement to have a qualified custodian distribute periodic account statements because the investment vehicle is audited annually as described above. For these fund clients, Manulife IM PM (US) or its affiliates also maintains its own records with respect to cash receipts and payments, securities, ledgers and financial statements and provides the general partner or other control person of each such fund with reports that contain such information for its review. Manulife IM PM (US) strongly encourages such clients to reconcile the statements received from third party service providers with the records prepared by Manulife IM PM (US). See also Item 10C.

## Item 16 – Investment Discretion

Manulife IM PM (US) may receive discretionary authority from a client to select the identity and amount of securities or other assets to be bought or sold on behalf of such client at the outset of the advisory relationship. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. When selecting investments and determining amounts (or in the case of non-discretion, recommending investments and amounts), Manulife IM PM (US) observes the investment policies, limitations and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to Manulife IM PM (US) in writing. When selecting (or recommending) investments and determining (or recommending) amounts, Manulife IM PM (US) observes the investment policies, limitations and restrictions of the clients for which it advises.

Manulife IM PM (US) is committed to putting the interests of its advisory clients first and seeks to act in a manner consistent with applicable laws and its fiduciary and contractual obligations to its clients. At times, Manulife IM PM (US) may determine in an exercise of its discretion, to limit or refrain from entering into certain transactions for some or all clients in order to seek to avoid a potential conflict of interest with an affiliate and or advisory clients, or where the legal, regulatory,

administrative or other costs associated with entering into the transaction are deemed by Manulife IM PM (US) to outweigh the expected benefits. Further, certain regulatory and legal restrictions or limitations and internal Manulife IM PM (US) and Manulife policies may restrict certain investment activities of Manulife IM PM (US) on behalf of its clients. For example, Manulife IM PM (US)'s investment activities with respect to certain securities, issuers, regulated industries and non-U.S. markets may be restricted where applicable laws or regulations impose limits or burdens with respect to exceeding certain investment thresholds when aggregated with its affiliates or other advisory accounts. Additionally, Manulife IM PM (US) adheres to Manulife's policies that would generally prohibit certain investments made in issuers which might be deemed to present undue environmental, social or governance risks that may otherwise meet a client's account investment criteria (e.g., cluster munitions issuers). Where not prohibited under applicable law or not possible because of a portfolio co-investment requirement, the client can seek to direct Manulife IM PM (US) to include in its account such securities that would otherwise be restricted under these policies. See also Item 4.

## Item 17 – Voting Client Securities

### A. Policies and Procedures

Manulife IM PM (US) accepts the authority to vote client securities and has a Proxy Voting Policy which outlines its fiduciary duty to its clients to use its best efforts to preserve or enhance the value of a client's account. It is Manulife IM PM (US)'s policy that when Manulife IM PM (US) is given authority to vote proxies for any client account, Manulife IM PM (US) must have full discretion and authority to vote all proxies for that account. Manulife IM PM (US) does not accept partial voting authority nor does Manulife IM PM (US) accept instructions from others on how to vote on specific issues. Clients may wish to retain proxy voting authority and vote their own proxies if necessary to satisfy particular social, environmental or other goals.

When Manulife IM PM (US) is given authority to vote proxies for any account, it is Manulife IM PM (US)'s policy to vote all proxies received on behalf of Manulife IM PM (US)'s client accounts except in unusual circumstances. Manulife IM PM (US) may abstain from voting a proxy if Manulife IM PM (US) concludes that the effect on the account holder's economic interests or the value of the portfolio holding is insignificant. Manulife IM PM (US) also may abstain from voting a proxy for cost reasons (e.g., costs associated with voting proxies of non-U.S. securities). In accordance with any applicable fiduciary duties, Manulife IM PM (US) would weigh the costs and benefits of voting proxy proposals relating to non-U.S. securities and make an informed decision with respect to whether voting a given proxy proposal is prudent. Manulife IM PM (US)'s decision would consider the expected effect that such vote, either by itself or together with other votes, would have on the value of the account holder's investment and whether this expected effect would outweigh the cost of voting.

Manulife IM PM (US) recognizes that the potential for conflicts of interest could arise in situations where Manulife IM PM (US) officers or related persons have material business relationships or material personal/family relationships with the subject company (or with a potential acquiring or target company in the case of a takeover proxy vote). To address these potential conflicts, Manulife IM PM (US) has proxy voting procedures reasonably designed to identify potential conflicts and

a Proxy Voting Committee to address them. If a potential for conflict is identified, it is brought to the attention of the Proxy Voting Committee which uses reasonable efforts to determine what the conflict is by screening proxies against lists of companies with whom Manulife IM PM (US) may have a material business relationship and/or reviewing any material business relationships or material personal/family relationships of personnel involved in the proxy vote. The Proxy Voting Committee will decide how to vote the proxy in the best interests of Manulife IM PM (US)'s client(s) and document their rationale.

Clients can obtain a copy of Manulife IM PM (US)'s Proxy Voting Policy and a record of how Manulife IM PM US voted the proxies for their accounts by contacting the Manulife IM PM (US) Compliance Office at (617) 572-0693.

As an investment advisor, Manulife IM PM (US) may be asked to decide whether to participate in a class action for assets held in the client's account. Upon mutual agreement of Manulife IM PM (US) and the client, Manulife IM PM (US) will file a claim in a class action.

#### **B. Voting Authority by Others**

Not applicable.

### **Item 18 – Financial Information**

#### **A. Pre-Payment of Fees 6 Months or More in Advance**

Not applicable.

#### **B. & C. Financial Condition and Contractual Commitments**

Manulife IM PM (US) is not aware of any financial condition that is reasonably likely to impair its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy petition at any time during the past ten years.

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