

QHP Capital, L.P.

Firm Brochure

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This brochure provides information about the qualifications and business practices of QHP Capital, L.P. (referred to herein as “NQPE” or the “Adviser”). If you have any questions about the contents of this brochure, please contact us at (919) 459-8620. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Additional information about NQPE is also available on the SEC’s website at <https://adviserinfo.sec.gov/>. NQPE’s CRD number is 311710.

NQPE is a registered investment adviser. Registration with the SEC as an investment adviser does not imply that NQPE possesses a certain level of skill or training.

Item 2 – Material Changes

This summary of material changes reflects only the material changes since the last brochure dated June 29, 2021. Such material changes include:

- Item 8 has been updated with respect to the discussion of the material risks of loss on the Adviser's significant investment strategies and significant methods of analysis.

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Item 4 – Advisory Business

A. General Description of Advisory Firm

For purposes of this brochure, “NQPE” or the “Adviser” means QHP Capital, L.P., a Delaware limited partnership, and/or (where the context permits) its affiliates that provide management or advisory services to and receive advisory fees and/or performance-based fees from the Clients (as defined below). Such affiliates are generally under common control with NQPE, may possess personnel and/or equity owners that are substantially identical to NQPE, and typically are formed for tax, regulatory, or other purposes in connection with the organization of a Client or to serve as the general partner (or equivalent function) of a Client. References to “general partner” in this brochure shall refer to the applicable general partner(s) (or equivalent function) with respect to one or more Clients, as applicable.

NQPE was formed in 2020 and, including its predecessors, has been in business since 2010. The principal owner of NQPE is Sir Dennis Gillings, CBE, Ph.D. (“Gillings”), indirectly through his wholly owned corporation, PharmaBio Development, Inc. (“PBD”).

B. Description of Advisory Services

The Adviser provides investment supervisory services to investment vehicles (collectively, the “Clients”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”), and the securities of which are not registered under the Securities Act of 1933, as amended (the “Securities Act”). Certain Clients of the Adviser will include vehicles specially formed in order to meet tax, regulatory, or other requirements, through which investors invest in substantially the same portfolio as certain other Clients, or through which certain other Clients make individual portfolio investments.

The Clients primarily make long-term, control-oriented private equity and equity-related investments in operating companies, but also from time to time consider non-control investments in operating companies with significant attendant governance rights. In accordance with, and subject to, the Clients’ respective investment objectives and restrictions, Client investments are made principally in technology-enabled service companies in the biopharmaceutical, life sciences, and healthcare sectors.

C. Availability of Tailored Advisory Services

The Adviser provides investment supervisory services to each Client in accordance with a separate management agreement with such Client (each, an “Advisory Agreement”), the limited partnership agreement (or analogous organizational document) of such Client, and/or side letters entered into with certain investors in a Client (collectively with the Advisory Agreement and organizational document, the “Governing Documents”). The Adviser’s advisory services generally consist of investigating, identifying, and evaluating investment opportunities; structuring, negotiating, and making investments in portfolio companies on behalf of the Clients; managing and monitoring the performance of such investments and such portfolio companies; and disposing of such investments. Portfolio company investments are generally effected through privately negotiated investment instruments, typically involve unregistered securities, and may, but need not, be leveraged.

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

D. Wrap Fee Programs

NQPE does not participate in wrap fee programs.

E. Client Assets Under Management

As of April 1, 2021, the Adviser manages \$636,018,000 in regulatory assets on a discretionary basis.

Item 5 – Fees and Compensation

The Adviser generally receives Advisory Fees and carried interest from a Client, though certain Clients do not pay Advisory Fees, or pay Advisory Fees only indirectly through their investments in other Clients. A Client and/or its portfolio companies may also make other payments to the Adviser or its affiliates for services provided to the portfolio companies, which, in certain circumstances, may reduce the Advisory Fees payable to the Adviser. Additionally, in accordance with and subject to the Governing Documents of a Client, the Client typically bears certain out-of-pocket expenses incurred by the Adviser in connection with the services provided to the Client and/or its portfolio companies. Further details about fees and expenses are set forth in this Item 5. Please see Item 6 below for further details regarding carried interest that Clients pay.

A. Advisory Fees

As compensation for investment supervisory services rendered to the Clients, the Adviser generally receives from each investor indirectly through the Client an advisory fee (each, an “Advisory Fee”), typically calculated based on committed capital or remaining invested capital, with respect to such Client. Advisory Fees paid by a Client may also be reduced by other fees or compensation received by the Adviser or its affiliates that relate to such Client’s activities and investments and/or by certain excess organizational or other expenses borne by such Client, as described in more detail below.

Certain investors in the Clients that are employees, business associates and other “friends and family” of the Adviser, its affiliates or their personnel (“Adviser Investors”) will not typically pay Advisory Fees in connection with their investment in a Client. Notwithstanding that Adviser Investors will generally not pay Advisory Fees, Adviser Investors will generally pay for their pro rata share of certain Client expenses or the pro rata portion of such Adviser Investors’ expenses will be allocated to the Adviser or the general partner of the applicable Client.

The Adviser may, from time to time, in the future establish certain investment vehicles through which certain Adviser Investors, other “friends of the firm,” or other persons may invest alongside one or more Clients in one or more investment opportunities. Such co-investment vehicles generally do not pay Advisory Fees or carried interest.

As each Client’s investors are aware, the precise amount of, and the manner and calculation of, the Advisory Fees for each Client’s investors are established by the Adviser and the general partner of the applicable Client, as modified by negotiations with investors in such Client, and are set forth in such Client’s Governing Documents and/or other documentation received by each investor prior to investment in such Client. In addition, the Adviser may enter into economic, fee-sharing, and/or other arrangements with respect to one or more Clients and/or certain investors therein, the rights of which generally will not be made available to other Clients or to other investors within such Client. The Advisory Fees and other fees and distributions described herein are generally subject to modification, waiver or reduction by the Adviser and/or the general partner of the applicable Client, both voluntarily and on a negotiated basis with select investors via side letter and/or other arrangements, which may not be disclosed to other investors in the same Client. The fee structures described herein may be modified from time to time. Fees may differ from one Client to another, as well as among investors in the same Client.

The Advisory Fees paid by a Client’s investors will generally be reduced by: (1) the amount of fees and expenses paid by such Client in connection with the organization of such Client that exceed a limit

specified in such Client's Governing Documents, (2) the amount of any placement agent fees paid by such Client, and/or (3) Portfolio Company Remuneration (as defined below), in each case, subject to and in accordance with the Governing Documents of the applicable Client. The amount and manner of such reduction, if any, is set forth in the Governing Documents of the applicable Client. To the extent a reduction relates to more than one Client, the Adviser will allocate the resulting Advisory Fee reduction among the applicable Clients in its discretion in a manner determined to be fair and reasonable, subject to the applicable Governing Documents, including in proportion to their relative capital commitments, or, in the case of Portfolio Company Remuneration that relates to a portfolio company investment shared by more than one Client, in proportion to their relative investment amounts in the applicable portfolio company. If a Client does not pay any Advisory Fees, then any reduction in Advisory Fees will not benefit such Client. Without limiting the generality of the foregoing, to the extent Portfolio Company Remuneration relates to the allocable capital invested by a Client, co-investment vehicle, or third-party investor that does not pay Advisory Fees (or capital committed by a Client investor that does not pay Advisory Fees), such Portfolio Company Remuneration may be retained by the Adviser, in which case such amounts will not offset any Advisory Fee.

B. Payment of Advisory Fees

In accordance with and subject to each Client's Governing Documents, the Adviser generally charges Advisory Fees directly to Clients on a quarterly basis in advance. Such Advisory Fees may be deducted directly from Client assets or called as capital from such Client's investors. Accordingly, Advisory Fees paid by a Client are indirectly borne by investors in such Client.

C. Other Fees and Expenses

Adviser Expenses

As provided in a Client's Governing Documents, and except as generally described below under "Client Expenses," the Adviser pays certain expenses and costs associated with the performance of its services, including office space, supplies and other facilities of its business and salaries, employee benefits, fees and expenses of employees (exclusive of external attorneys, external accountants, and other specialized third-party consultants and professional services providers, and other than carried interest as described in Item 6 below), relating to the services and facilities provided by the Adviser to the Clients.

Client Expenses

Generally, except as otherwise set forth in the applicable Governing Documents, each Client will bear all fees, costs and expenses incurred in furtherance of the activities of the Client, including, without limitation,

- (i) all fees, costs and expenses in connection with the start-up and organization of the Client, its general partner and related entities, negotiations and discussions with prospective investors and other fundraising expenses associated with the admission of investors and investor-related services and other similar fees, costs and expenses (subject to any applicable cap under the Governing Documents);

(ii) corporate finance fees and all fees, costs and expenses relating to borrowing, including, without limitation, financing commitments and origination and similar fees, costs and expenses and all interest on funds borrowed or guaranteed by the Client (if any);

(iii) any taxes, fees, duties or other governmental charges assessed against the Client, and any related interest and penalties;

(iv) all fees, costs and expenses of professional and similar services to, or in connection with the operation of, the Client, including, without limitation, legal, tax, auditing, actuarial, consulting, financing, accounting (including, without limitation, expenses associated with the preparation and filing of Form PF and the preparation of financial statements and reports to the Client's investors, tax returns, and Schedule K-1s), administration (including, without limitation, maintaining the books and records of a Client, including, without limitation, any related internal costs that the Adviser may incur to produce any such books and records or the external costs for a third-party administrator to maintain and oversee), marketing, investment banking, reporting, valuation, tax preparation (including, without limitation, expenses associated with the preparation and filing of Form PF and the preparation of financial statements and reports to the Client's investors, tax returns, and Schedule K-1s), research, risk management, due diligence, expert network and custodial and other outside advisor fees, costs and expenses (including, without limitation, interest on money borrowed by or on behalf of the Client and other financing-related expenses, registration expenses relating to the Client, commissions and finders', brokerage, custodial, loan servicer fees, and other fees) incurred in connection with investigating, acquiring, structuring, holding, and disposing of securities (including, without limitation, merger fees payable to third parties and whether or not any such purchase or sale is consummated);

(v) all fees, costs and expenses relating to any inquiry, litigation, investigation, proceeding, indemnification, judgment, settlement or audit, and any threatened inquiries, litigation, investigation, proceedings, or audit involving the Client related to the business or activities of the Client (including, without limitation, legal expenses incurred in connection therewith);

(vi) all fees, costs and expenses attributable to "middle and back office" support functions provided by third-party service providers, including, without limitation, operational support, due diligence, research, specialized operations and consulting services and similar or related services;

(vii) the Client's share of premiums for insurance obtained by the Client to protect the Client and certain affiliated or control persons in connection with the activities of the Client (including, without limitation, insurance of which the Adviser, its affiliates and/or associates are beneficiaries and cybersecurity insurance premiums);

(viii) indemnification expenses;

(ix) all out-of-pocket fees, costs and expenses incurred relating to research, discovery, sourcing, investigation, diligencing (including, without limitation, expenses related to attending, participating in or sponsoring trade association meetings, conferences or similar events or meetings in connection with the identification or evaluation of investment opportunities or business sector opportunities, even if such expenses are not related to a specific transaction), risk management assessment, negotiation, structuring, making, holding, developing, operating, managing, monitoring, restructuring, refinancing or disposing of investments and disposition

opportunities, whether or not consummated, or otherwise relating to the investment activities of the Client (including, without limitation, travel and travel-related (including, without limitation, first-class commercial or private air travel, black car, accommodations and meals), legal, accounting, auditing, actuarial, investment banking, consulting (including, but not limited to, consulting fees incurred by the applicable Client for the benefit of its portfolio company and fees of affiliated consultants) fees, costs and expenses, subject to any limitations regarding air travel under the Governing Documents);

(x) all fees, costs and expenses related to the organization and maintenance of any intermediary entity used to acquire, hold or dispose of an investment or to otherwise facilitate a Client's investment activities;

(xi) brokerage and finders' fees and commissions, prime brokerage fees, custodial expenses, hedging expenses, transfer expenses, registration and similar fees, depository (including, without limitation, a depository appointed pursuant to the Alternative Investment Fund Managers Directive) agent bank and other bank service fees, valuation costs (including, without limitation, fees paid to third-party valuation agents for valuations, appraisals or pricing services) and other investment costs;

(xii) market data and research-related fees, expenses and costs, including, without limitation, those related to news and quotation equipment, software and services (including, but not limited to, research costs allocated to the Adviser's internal research team and third-party groups, data and information service subscriptions, related systems and services from data providers and data management software and any research or other service that may be deemed to be bundled for the benefit of such Client), as well as the information technology systems used to obtain such research and other information, third-party diligence software and service providers, and subject and industry-matter research and experts;

(xiii) all fees, costs and expenses incurred in connection with the managed distribution of marketable securities;

(xiv) information technology system expenses (including, without limitation, the costs of acquiring, developing, implementing and maintaining computer software and hardware and other technological systems for the benefit of a Client, its investors, or a portfolio investment or potential investment);

(xv) all fees, costs and expenses associated with the Client's compliance with applicable laws and regulations, including, without limitation, regulatory filings as they relate to the Client's activities;

(xvi) expenses incurred in connection with complying with provisions in investor side letter agreements, including, without limitation, "most favored nation" provisions;

(xvii) the costs associated with any amendments, modification, revisions or restatements to the Governing Documents of a Client;

(xviii) liquidation expenses;

(xix) all fees, costs and expenses incurred in connection with annual and special meetings of the Client's investors or from otherwise holding meetings with such investors (including, without limitation, set-up costs, speaker fees, dining, entertainment and travel and travel-related expenses);

(xx) all fees, costs and expenses of any investor advisory committee or similar body of such Client;

(xxi) all fees, costs and expenses associated with providing reports and notices to the Client's investors and making capital calls from and distributions to the Client's investors, including, without limitation, fees and expenses of information technology used to facilitate all such activities;

(xxii) all other ordinary operating expenses, or non-recurring or extraordinary expenses attributable to the activities and operations of the Client; and

(xxiii) any other fees, costs or expenses incurred by the Adviser or a Client in connection with such Client's operations that are not specifically set forth above as being paid by the Adviser.

In addition, the Adviser, from time to time, engages one or more fund administrators or similar service providers to perform certain functions in relation to Clients, which services may include coordination of the Clients' legal entity management function, execution and recordkeeping associated with applicable tax elections and filings, support for the valuation process and investor correspondence, investor data management, and reporting requests as well as data collection required for various regulatory reporting with which Clients are required to comply. In certain instances, employees of such service providers dedicate substantially all of their time to the Clients or spend all or a significant majority of their business time at the Adviser's offices. These expenses related to such service provider employees are borne by the Clients.

From time to time, the general partner (or equivalent person) of a Client may create "special purpose vehicles," "alternative investment vehicles," or similar structuring vehicles for purposes of accommodating certain tax, legal, regulatory, or other considerations of Client investors ("SPVs"). In the event an SPV is created, consistent with the Governing Documents of the Client, the SPV, and indirectly, the investors thereof, will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the SPV. In addition, expenses of the types borne by a Client but associated with any feeder fund or similar vehicle organized to facilitate the participation of certain investors in the Client (including, without limitation, expenses of accounting and tax services) may be borne by the Client and indirectly, the investors thereof (even if such investors do not participate in any such feeder fund or similar vehicle).

NQPE makes relatively infrequent use of the services of broker-dealers to effect portfolio transactions for Clients; however, when NQPE uses a broker-dealer, applicable Clients will incur brokerage and other transaction costs. The Adviser's brokerage practices are discussed in Item 12.

Co-Investment Vehicle Expenses

As each Client's investors are aware, the Adviser will, from time to time, establish co-investment vehicle (an "Internal Co-investment Vehicle"), through which certain employees of the Adviser or its affiliates, or other persons or entities, invest alongside one or more Clients in one or more investment opportunities.

The Adviser typically bears all expenses related to the organization and formation and other expenses incurred solely for the benefit of any Internal Co-investment Vehicle. An Internal Co-investment Vehicle generally will bear its pro rata portion of expenses incurred in making a consummated investment. If a potential investment is not consummated, the expenses relating to such proposed but not consummated investment (“Dead Deal Costs”) generally would be borne entirely by the Client or Clients selected by the Adviser as proposed investors for such proposed investment, rather than the Internal Co-investment Vehicle.

As each Client’s investors are also aware, the Adviser will, from time to time, form a co-investment vehicle or other similar vehicle (a “Deal Co-investment Vehicle”) in order to facilitate investment by the investors alongside a Client in connection with the consummation of a transaction. If a Deal Co-investment Vehicle is created, the investors in such vehicle generally bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the Deal Co-investment Vehicle. A Deal Co-investment Vehicle generally will bear its pro rata portion of expenses incurred in making a consummated investment. If a potential investment is not consummated, the full amount of any Dead Deal Costs generally would be borne by the Client or Clients selected by the Adviser as proposed investors for such potential investment, rather than the Deal Co-investment Vehicle.

Dead Deal Costs may include, among other things, legal, accounting advisory, consulting, or other third-party expenses, any travel and travel-related and accommodation expenses, all fees, costs, and expenses of lenders, investment banks, and other financing sources in connection with arranging financing for a proposed investment, any break-up fees, reverse termination fees, topping, termination, or other similar fees, extraordinary expenses such as litigation costs and judgments and other expenses, and any deposits or down payments of cash or other property which are forfeited in connection with a proposed investment that is not consummated. In addition, the Adviser and its affiliates have discretion to (i) receive performance-based compensation, Advisory Fees, or similar fees from co-investors and (ii) collect customary fees in connection with actual or contemplated investments that are the subject to co-investment arrangements.

Portfolio Company Remuneration

In addition to the Advisory Fees and carried interest, the Adviser and its affiliates may receive a variety of other cash, equity, and other non-cash fees relating to the investment activities of a Client, its portfolio companies, and prospective portfolio companies including, without limitation, transaction fees, monitoring fees, directors’ fees, advisory fees, consulting fees, organization and financing fees, operational fees, commitment fees, success fees, break-up and topping fees, divestment fees, termination fees, project fees, investment banking fees, fees relating to the arrangement of acquisitions or other financial restructuring and/or other types of management consulting and other similar operational and financial matters and/or other fees and annual retainers from, or with respect to, the portfolio companies and prospective portfolio companies (collectively, “Portfolio Company Remuneration”). The amount and timing of Portfolio Company Remuneration received by the Adviser or its affiliates are generally specified in the agreement or other documentation governing the applicable transaction.

As noted above, the Adviser and its affiliates may receive “monitoring fees” pursuant to monitoring agreements with portfolio companies of the Clients governing the advice, consultation and other similar ongoing services provided by the Adviser to such portfolio companies. The terms of a monitoring agreement may include (among other things) annual automatic renewals, the payment of monitoring fees (which may be fixed fees or calculated as a percentage of EBITDA or similar performance metric), and the

acceleration of payment of the monitoring fees upon certain termination events, including the occurrence of an initial public offering or strategic exit. The accelerated monitoring fee may be calculated as the present value of hypothetical future payments, which may be based on an assumed growth in performance, based on an assumed growth of EBITDA or similar metric.

From time to time, the Adviser will, in its discretion, disclose to an investor the amount of Portfolio Company Remuneration allocated to the Client in which such investor has invested in account statements or other similar periodic reports delivered to investors.

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 exists in the determination of any such fees and other related terms in the applicable agreement with the portfolio company.

The payment of Portfolio Company Remuneration and reimbursements by portfolio companies and prospective portfolio companies will, in some, but not all, circumstances create a conflict of interest between the Adviser and its affiliates, and the Clients and their investors because the amounts of the Portfolio Company Remuneration and reimbursements are often substantial, and the Clients and their investors generally do not have a direct interest in these fees and reimbursements. The Adviser determines the amount and timing of the Portfolio Company Remuneration for the services provided and reimbursements in its own discretion, subject to agreements with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third-party co-investors in its transactions, and the amount of such fees and reimbursements often will not (except in connection with the reductions described herein) be disclosed to investors in the Clients.

Portfolio Company Remuneration are often substantial and may be paid in cash, in securities of the portfolio companies, prospective portfolio companies or investment vehicles (or rights thereto) or otherwise. Although Portfolio Company Remuneration are in addition to the Advisory Fees, the Adviser will in some circumstances reduce the amount of Advisory Fees paid by the applicable Client in connection with the receipt of such Portfolio Company Remuneration in accordance with the Advisory Agreement and/or Governing Documents of the applicable Client. Generally, under the terms of the applicable Governing Documents, for purposes of calculating any Advisory Fee offset, Portfolio Company Remuneration are net of out-of-pocket costs and expenses incurred by the Adviser in connection with consummated or unconsummated transactions or in connection with generating any such fees.

Allocation of Expenses

From time to time the Adviser will be required to decide whether certain fees, costs, and expenses should be borne by the Adviser, a Client, a portfolio company, co-investors and/or a third-party (each, an “Allocable Party”) and if so, how such fees, costs, and expenses should be allocated among the relevant Allocable Parties. Certain fees, costs and expenses may be the obligation of one particular Allocable Party and may be borne by such Allocable Party, or fees, costs and expenses may be allocated among multiple Allocable Parties. The Adviser allocates fees, costs, and expenses in accordance with a Client’s Governing Documents. To the extent not addressed in the Governing Documents of a Client, the Adviser will make allocation determinations among Allocable Parties on a fair and reasonable manner using its good faith judgment, notwithstanding its interest (if any) in the allocation (which such methodologies may include pro rata allocation based on the respective capital commitments of a Client, pro rata allocation based on the respective investment (or anticipated investment) of an Allocable Party in an investment, relative

benefit received by an Allocable Party, or such other equitable method as determined by the Adviser in its sole discretion). The Adviser will make any corrective allocations and take any mitigating steps if it determines in its sole discretion that such corrections are necessary or advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Client for a particular service may not reflect the relative benefit derived by such Client from that service in any particular instance.

There may be occasions when one Allocable Party (the “Payor Allocable Party”) pays an expense common to multiple Allocable Parties (the “Allocated Parties”) (e.g., legal expenses for a transaction in which multiple funds and/or co-investors participate). On such occasions, each Allocated Party will reimburse the Payor Allocable Party for its share of such expense, generally without interest, promptly after the payment is made by the Payor Allocable Party. In addition, there may be occasions where a Client procures borrowing through a subscription line or credit facility in order to make an investment, syndicating out a portion of the investment to another Allocable Party. Subject to the Governing Documents, the borrowing Client will bear the entire cost of interest from the borrowing, even though the investment may ultimately be made by other Allocable Parties. Furthermore, while highly unlikely, it is possible that one of the Allocated Parties could default on its obligation to reimburse the Payor Allocable Party.

Portfolio Company Expense Reimbursement

As each Client’s investors are aware, a portfolio company will typically reimburse the Adviser for expenses (including without limitation travel and travel-related expenses (including first class commercial and private airline travel, black car, accommodations and meals), entertainment expenses (including, as applicable, closing dinners and mementos, cars and meals, social and entertainment events with portfolio company management, customers, clients, brokers and services providers), expenses relating to training programs, meetings or other events (to the extent such programs, meetings or events are attended by portfolio company personnel), expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses), indemnification expenses, certain legal expenses and similar out-of-pocket expenses as well as consulting fees and other cash and non-cash compensation) incurred by the Adviser in connection with its performance of services for such portfolio company; such reimbursed expenses are generally not included in the definition of “Portfolio Company Remuneration” (or similar defined term) under the terms of the applicable Governing Documents, and such reimbursements do not reduce Advisory Fees. Because certain expenses are paid for by a Client and/or its portfolio companies or, if incurred by the Adviser, are reimbursed by a Client and/or its portfolio companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Client or its portfolio companies to incur) such expenses.

Portfolio company expense reimbursements are determined by the Adviser in its discretion, subject to negotiations with sellers, buyers, and management teams, the board of directors of or lenders to portfolio companies, and/or third-party co-investors in its transactions. There is generally not an independent third-party involved on behalf of the relevant portfolio company; therefore, a conflict of interest exists in the determination of any such reimbursement terms in the applicable agreement with the portfolio company.

D. Prepayment of Advisory Fees

Advisory Fees are generally paid in advance. Upon the termination of an Advisory Agreement for a Client, any prepaid, unearned Advisory Fees will be promptly refunded to investors in such Client (determined

on a pro rata basis relative to the number of days elapsed in the applicable billing period), and any earned, unpaid Advisory Fees will become due and payable.

E. Additional Compensation and Conflicts of Interest

NQPE does not accept, and does not permit any of its supervised persons to accept, compensation for the sale of securities or other investment products.

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

The Adviser and/or the general partner generally earns performance-based compensation from Clients (other than, generally, Internal Co-investment Vehicles and Deal Co-investment Vehicles) in the form of “carried interest” allocations, which are effectively allocations of a portion of Clients’ realized gains on portfolio investments (generally subject to a performance threshold). Performance-based compensation is indirectly borne by the investors in a Client. Certain Clients and investors in such Clients may incur lower or no rates of performance-based compensation. Such performance-based compensation has the potential to create an incentive to recommend investments that are riskier or more speculative than would be the case absent this performance-based compensation. The payment of performance-based compensation by some (but not all) Clients or the payment of performance-based compensation at varying rates has the potential to create an incentive for the Adviser to disproportionately allocate time, services, or functions to Clients paying performance-based compensation at a higher effective rate, or to allocate investment opportunities to such Clients.

Generally, and except as otherwise set forth in the Governing Documents of the Clients, this conflict is mitigated, at least in part, by (i) certain limitations on the ability of the Adviser to establish new investment funds; (ii) contractual provisions requiring certain Clients to purchase and sell investments contemporaneously with other Clients; and/or (iii) contractual provisions and policies and procedures setting forth investment allocation requirements. Conflicts of interest for certain Clients may also be referred to limited partner advisory committees (or similarly functioning bodies), which are composed of representatives of investors in a Client and generally charged with resolving conflicts of interest referred to it by the Adviser.

Item 7 – Types of Clients

The Adviser currently provides investment supervisory services to the Clients. Investment advice is provided directly to the Clients (subject to the direction and control of the general partner of each Client, if applicable) and not individually to investors in any Client.

Interests in the Clients are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Investors in the Clients are generally “qualified purchasers” as defined in the 1940 Act, and may include, among others, high net worth individuals, single family offices, multiple family offices, institutional investors, pension and profit-sharing plans, university endowments, sovereign wealth funds, operating corporations, funds of funds, and other legal entities.

The Adviser does not set a minimum Client size, but generally establishes minimum investment commitments for a Client’s investors. The Adviser may, from time to time and in its sole discretion, permit investments below the minimum amounts set forth in the Governing Documents or offering documents of a Client.

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

A. Methods of Analysis and Investment Strategies

NQPE provides investment advisory services to Clients generally consisting of investigating, identifying, and evaluating private equity investment opportunities in technology-enabled services companies in the biopharmaceutical, life sciences, and healthcare sectors; structuring, negotiating, and making investments in portfolio companies; managing and monitoring the performance of such portfolio companies; and disposing of such investments. NQPE seeks to exit private equity investments when it believes that its Clients have the best opportunity to maximize returns. When prudent and consistent with the investment objectives and restrictions of its Clients, NQPE reserves the right to make investments to hedge illiquid long equity exposure, foreign currency exposure, interest rate exposure, or other investment risks.

NQPE generally seeks to identify investments in growing biopharmaceuticals, life sciences, and healthcare companies that help reduce the total cost of care, fulfill unmet medical needs, reduce unnecessary procedures, improve efficacy (therapeutics or prevention), and/or improve the quality of life of patients. NQPE generally seeks control investments in companies with proven services, products, and/or technologies with defensible position and market-changing offerings that need commercial expansion capabilities. NQPE focuses on revenue-generating companies with proven business models that it believes are poised for revenue growth.

NQPE utilizes a thematic, research-driven process to analyze applicable sectors and market trends to proactively source investment opportunities. In evaluating potential investment opportunities, NQPE employs various analytical methods generally focused on, among other factors, the target company's (i) industry fundamentals; (ii) market positioning and competition; (iii) financial valuation, including comparable company analysis, comparable transaction analysis, and discounted cash flow analysis; (iv) management capability; (v) operational, marketing, legal, tax, labor, environmental, and accounting factors; (vi) key business risks; (vii) governance and control; and (viii) exit options and timing.

B. Risk of Loss

Although all investments in securities involve risk of loss that investors must be prepared to bear, NQPE's significant investment strategies and significant methods of analysis involve the following material risks.

Projections

Clients will from time to time rely upon projections, forecasts or estimates developed by such Client or a company in which such Client is invested or is considering making an investment concerning a company's future performance and cash flow. Projections, forecasts and estimates are forward looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond a Client's control. Actual events may differ from those assumed. Some important factors that could cause actual results to differ materially from those in any forward looking statements include changes in interest rates, market fluctuations and domestic and non-U.S. business, market, financial or legal conditions, among others. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results for a Client or its portfolio companies will not be materially lower than those estimated or targeted.

Highly Competitive Market for Investments

The business of identifying, structuring and completing transactions of the nature contemplated by Clients is highly competitive and involves a high degree of uncertainty, especially with respect to timing. Clients will be competing for investments with other private equity investment vehicles as well as strategic buyers and other institutional investors. The availability of attractive investment opportunities generally will be subject to market conditions as well as the prevailing regulatory and political climates. The size and number of private equity investment vehicles has grown dramatically, and it is likely that these trends will continue in the future. Some of these competitors may have more relevant experience, greater financial resources, a greater willingness to take on risk, or more personnel than a Client, the general partner, NQPE or their affiliates. It is possible that competition for appropriate investment opportunities may increase, thus reducing the number of investment opportunities available to a Client and adversely affecting the terms upon which investments can be made.

There can be no assurance that a Client will be able to locate suitable investment opportunities in the future, acquire them for an appropriate level of consideration or fully invest its available committed capital. Likewise, there can be no assurance that a Client will be able to realize upon the value of its investments or that it will be able to invest its committed capital. To the extent that a Client encounters competition for investments, returns to investors may decrease, including as a result of higher pricing, foregoing opportunities, or negotiating fewer transactional protections in order to remain competitive. Additionally, a Client may incur bid, due diligence, negotiating, consulting or other costs on investments that may not be successful. Such Client may not recover all of such costs, which would adversely affect returns.

Generally, there will be little or no publicly available information regarding the status and prospects of prospective portfolio companies. Many investment decisions by the general partner and NQPE will be dependent upon the ability of their respective members and agents to obtain relevant information from non-public sources, and the general partner and NQPE often will be required to make decisions without complete information or in reliance upon information provided by third parties that is impossible or impracticable to verify. The marketability and value of each investment will depend upon many factors beyond the general partner's and NQPE's control.

Changes in Investment Focus

While this brochure contains a description of the types of investments that NQPE is expected to make and information about the general partner's expectations with respect to the Client, many factors may contribute to changes in emphasis in the construction of the portfolio, including changes in market or economic conditions or regulation applicable to particular industries or sectors and changes in the political or social situations in particular countries. As a result, the general partner may modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. There can be no assurance that the investment portfolio of a Client will resemble the portfolio of any other Client.

Long-Term Nature of Client Investments

Clients will intend to construct a portfolio of investments that NQPE believes have the ability to appreciate and/or generate attractive cash flow over extended periods of time. The investments of a Client are unlikely to provide current income, which may not be an objective of such Client. Certain of a Client's investments may not be disposed of in an advantageous manner prior to the date that such Client will be

dissolved, either by expiration of such Client's term or otherwise. Therefore, it is expected that no significant liquidity from the disposition of a Client's investments will occur for a significant period of time after its initial closing.

Illiquidity of Client Investments

Practical limitations may inhibit a Client's ability to liquidate certain of its investments in portfolio companies since the issuing portfolio companies will likely be privately held and such Client will likely own a relatively large percentage of its equity securities. Sales may also be limited by market conditions, which may be unfavorable for sales of securities of particular issuers or issuers in particular industries. The limitations described herein on liquidity of a Client's investments could prevent a successful sale thereof, result in delay of any sale, or reduce the amount of proceeds that might otherwise be realized.

It is anticipated that all or a substantial portion of a Client's investments will consist of securities that are subject to restrictions on sale by such Client because they were acquired from the issuer in "private placement" transactions or because such Client will be deemed to be an affiliate of the issuer. Generally, a Client will not be able to sell these securities publicly in the United States without the expense, time and other burdens required to register the securities under the Securities Act, or will be able to sell the securities only under Rule 144 or other rules under the Securities Act which permit limited sales under specified conditions.

Investments in Middle Market, Smaller or Less Established Companies

A Client may invest a portion of such Client's assets in middle market, smaller or less established companies. Such companies may lack management depth or the ability to generate internally or obtain externally the funds necessary for growth. Companies with new revenue streams could sustain significant losses if projected markets do not materialize. Further, such companies may have, or may develop, only a regional market for specific revenue streams and may be adversely affected by purely local market conditions. To the extent there is any public market for the securities held by a Client, such securities may be subject to more abrupt and erratic market price movements than those of larger, more established companies. Middle market, smaller or less established companies tend to have lower capitalizations and fewer resources and, therefore, often are more vulnerable to financial stress or failure, and the risk of bankruptcy or insolvency is higher. Such companies also may have shorter operating histories on which a Client can judge future performance when making the decision to invest. Lastly, such companies may face intense competition from larger companies and could entail a greater risk to a Client than investment in larger companies.

Many such companies will operate with substantial variations in operating results from period to period. Many of these companies will need substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including from companies with greater financial resources, more extensive development, manufacturing, marketing and service capabilities and a larger number of qualified managerial and technical personnel. The nature of such companies described herein may require the general partner and NQPE to allocate a disproportionate amount of time, effort and capital towards such companies that could otherwise be allocated to other portfolio companies. This allocation of resources may have an adverse effect on the performance of portfolio companies that did not receive the resources allocated to such less established companies with short operating histories.

Concentration of Investments in the Healthcare and Life Sciences Sectors

Clients' portfolio companies are expected to be concentrated in the healthcare and life sciences sectors – biopharmaceuticals, medical devices and healthcare services (both public and private) – which concentration may involve risks greater than those generally associated with a more diversified portfolio, including significant fluctuations in returns. Both the healthcare and life sciences industries are challenged by factors such as rapidly changing market conditions and participants, new competing products, improvements in existing products and pervasive regulatory requirements of federal and state governments. Clients' portfolio companies will compete in this volatile environment. There is no assurance that the products or services sold by a Client's portfolio companies will not be rendered obsolete or adversely affected by competing products or other challenges. Instability, fluctuation or an overall decline within the healthcare or life sciences industry will not be balanced by investments in other industries not so affected.

Extensive Government Regulation of Certain Healthcare and Life Sciences Portfolio Companies

The extensive government regulation of the healthcare and life sciences industries creates additional uncertainty and risks for a Client. Governmental agencies throughout the world, but particularly in the United States, Europe and Japan, heavily regulate such industries. Obtaining government approval is a lengthy and expensive process with an uncertain outcome. Portfolio companies may be unable to obtain necessary regulatory approvals on a timely basis, if at all, for any of the products they are developing, and the failure to obtain regulatory approval could have a material, adverse effect on the success of the portfolio companies. Moreover, the current regulatory framework may change or additional regulations may arise at any stage during the product development phase of a portfolio company, which may affect the company's ability to obtain approval of its products. Even after approving a product or service offering, a government may require a company (or the company may act voluntarily) to limit the product's scope of prescription or withdraw the product from the market based on safety concerns. Additionally, regulatory agencies may impose requirements for product labeling and advertising, regulations regarding manufacturing practices and post-marketing reporting obligations.

Continually Changing Regulatory Landscape of Healthcare

Both the federal and state governmental authorities in the U.S. continue to propose and pass new legislation, including potential changes to the 2010 Patient Protection and Affordable Care Act (as amended by the Health Care and Education Affordability Reconciliation Act and otherwise) affecting healthcare coverage and reimbursement policies, which are designed to contain or reduce the cost of medical products and services. There may be future changes that result in reductions in current coverage and reimbursement levels for current and future products and services. In addition, there may be future changes that result in increasing regulation of pharmaceutical sales representatives, restrictions on direct consumer advertising and off-label uses, limitation on manufacturers' access to marketing data, importation of drugs from Canada and other non-U.S. countries to lower pharmaceutical costs to U.S. consumers, price discounts, formularies or rebates to government healthcare programs, and allowing government healthcare programs to negotiate prescription drug prices directly with manufacturers. NQPE cannot predict the scope of any future changes or the impact that those changes would have on the operations or potential profitability of any of a Client's portfolio companies. Any of these changes could negatively affect the future revenues and potential profitability of a Client's portfolio companies.

Industry Regulatory Risks

There is no guarantee that the government's role in the healthcare industry will not adversely impact the performance of a Client. In both U.S. and non-U.S. markets, sales of a healthcare product and its success will depend in part on the availability of reimbursement from third-party payors such as government health administration authorities, private health insurers, managed care entities and other organizations. The levels of revenues and profitability of healthcare companies may be affected by the continuing efforts of governmental and third-party payors to contain or reduce the costs of healthcare or to establish protocols which effectively limit physicians' ability to select products and procedures. Significant uncertainty exists as to the reimbursement status of newly approved healthcare products. There can be no assurance that a company's proposed products will be considered cost-effective or that adequate third-party reimbursement will be available to enable a company to maintain price levels sufficient to realize an appropriate return on its investment in product development.

The development, testing, manufacturing and marketing of certain products by healthcare companies are subject to extensive regulation by numerous governmental authorities in the United States and other countries. The process for obtaining approval by the U.S. Food and Drug Administration ("FDA") is typically costly and time consuming, and there can be no guarantee that a portfolio company will obtain the necessary approvals of its products. If a portfolio company is unable to obtain these approvals in a timely fashion, the portfolio company may experience significant adverse effects, which in turn could negatively affect the performance of a Client. Moreover, the current regulatory framework may change or additional regulations may arise at any stage during the product development phase of a portfolio company, which may affect the company's ability to obtain approval of its products. Certain new products must undergo rigorous preclinical and clinical testing and an extensive regulatory approval process mandated by the FDA. Even if a company receives approval of the FDA to sell a product, such product will be subject to continued regulation by the FDA and other regulatory agencies. In addition, even if the regulatory approval of a product is granted, the approval may be subject to limitations on the uses for which the product may be marketed, or the conditions of approval, or certain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the product. Any adverse effects observed after the approval and marketing of a product could result in the withdrawal of the product from the marketplace.

Clients may invest in companies that will need to obtain patents for their products, both in the U.S. and in other countries. The patent protection of the intellectual property of healthcare technology companies in many countries is highly uncertain and involves complex legal, scientific and factual issues. The policy regarding allowable claimed subject matter of life sciences or healthcare technology patents varies from jurisdiction to jurisdiction.

Political Risk

Healthcare management and reimbursement policies can be significantly influenced by political events and these events can have an impact on the equities of life science and healthcare companies. For example, during the Clinton Administration's attempt to create universal health coverage in the early 1990s, the equities of United States pharmaceutical companies traded at discounts to historic valuation parameters. In this regard there has periodically been some political sentiment for government intervention in the pricing of medical products and services. While there has been consistent debate, there has been little change, and there appears to be a consensus that price controls should be avoided since it is likely they would have a direct negative impact on the highly productive research efforts of the industry. However, even heated debate can elicit a sense of risk in the marketplace, and there can be no

guarantee that government's role in the healthcare sector will continue to have the minimal impact it has had in the past. Any change in the pricing policy of products and services through government intervention could have a material effect on the performance of a Client.

Healthcare and Life Sciences Research and Innovation

The healthcare and life sciences industries spend heavily on research and development. Research findings (e.g., regarding side effects or comparative benefits of one or more particular treatments, services or products) and technological innovation (together with patent expirations) may make any particular treatment, service or product less attractive if previously unknown or underappreciated risks are revealed, or if a more effective, less costly or less risky solution is or becomes available. Any such development could have a material adverse effect on the companies in which a Client invests.

Dependence on Single Products and Services

Certain companies in which a Client invests may have only one product or service offering or a concentration in such products and service offerings. There can be no assurance that the product or service will be approved for marketing by the FDA or any non-U.S. regulatory agency. Further, competition to the product may develop from other new and existing products and services. In either case, if a company is dependent on that one product or service offering, or on a concentration of such products or service offerings, the consequences of such failure could be devastating to the prospects of such company, which in turn could negatively affect the performance of a Client.

Dependence on Patents, Trademarks and Other Intellectual Property

Many healthcare and life sciences companies, including companies that a Client invests in, depend heavily on intellectual property rights, including patents, trademarks and service marks. The ability to effectively enforce patent, trademark and other intellectual property laws will affect the value of many of these companies. Patent disputes are frequent and can preclude commercialization of products, and patent litigation is costly and could subject a portfolio company to significant liabilities to third parties. For example, to the extent another company claims that a product sold by a portfolio company infringes upon their intellectual property, resolving such infringement claim can be costly and time consuming and may require the product to be subject to a license agreement. A successful claim of patent or other intellectual property infringement could result in an injunction preventing the manufacture, sale or use of a product sold by a portfolio company. Patent litigation that does not result in liability of the portfolio company may still be so costly as to adversely affect the performance of such portfolio company. To the extent the intellectual property related to a product sold by a portfolio company is challenged, invalidated or circumvented or to the extent it does not allow that product to compete with other products effectively, the return on a Client's investment may be adversely affected. The presence of patents or other proprietary rights belonging to other parties may lead to the termination of the research and development of a portfolio company's particular product. Any of these occurrences could have an adverse effect on a Client's ability to generate a positive return on its investment.

Risk of Product Liability Claims

Companies in which a Client invests may be subject to product liability claims. Although such companies carry insurance against product liability claims, any such exposure faced by a company in which a Client invests could negatively affect the development of its products and, therefore, negatively affect such

Client's value. Furthermore, there is an inherent risk of product liability lawsuits related to the testing of life science and healthcare products and services. Regardless of merit or eventual outcome, liability claims may result in:

- Injury to the company's and Client's reputations;
- Withdrawal of clinical trial participants;
- Significant litigation costs expended by a company in which a Client invests; and
- Substantial monetary awards to or costly settlements with clinical trial participants and patients.

Investments in Equity Securities

Clients generally will seek to invest primarily in equity securities. Equity securities generally involve a high degree of risk and will be subordinate to the debt securities and other indebtedness of the portfolio company issuing such equity securities. Prices of equity securities generally fluctuate more than prices of debt securities and are more likely to be affected by poor economic or market conditions. A Client may experience a substantial or complete loss on individual equity securities.

Investments in Debt Securities

While Clients generally will invest primarily in equity securities, they may invest in debt securities of existing or new portfolio companies or other issuers in instances where, subject to the Governing Documents of such Client, the general partner believes it would be beneficial for such Client to do so. Debt securities are subject to creditor risks, including the possible invalidation of an investment transaction as a "fraudulent conveyance" under relevant creditors' rights laws and so-called lender liability claims by the portfolio company issuing the obligations. Adverse credit events with respect to any portfolio company, such as missed or delayed payment of interest and/or principal, bankruptcy, receivership, or distressed exchange, can significantly diminish the value of a Client's investment in any such portfolio company. Accordingly, there can be no assurance that a Client's rate of return objectives will be realized.

Where a Client invests in secured debt securities, such debt is secured only to the extent of its lien and only to the extent of underlying assets or incremental proceeds on already secured assets. Moreover, underlying assets are subject to credit, liquidity, and interest rate risk. Although the amount and characteristics of underlying assets selected as collateral may allow a Client to withstand certain potential delinquent or failed payments caused by a portfolio company's default, if any deficiencies exceed such assumed levels or if underlying assets are sold, it is possible that the proceeds of such sale or disposition will not be equal to the amount of principal and interest owing to a Client in respect to its investment. Therefore, the investment in secured debt securities may not prevent a Client from incurring loss that adversely affects such Client's overall returns. In addition, any subordinated investments of a Client will be subordinated to the senior obligations of a portfolio company. Many of the remedies available to subordinated holders are available only after satisfaction of claims of senior creditors. Therefore, any such subordinated investments will be characterized by greater credit risks than those associated with the senior obligations of the same portfolio company. Adverse changes in the financial condition of a portfolio company or in general economic conditions (or both) may impair the ability of such portfolio company to make payments on the subordinated securities and result in defaults on and declines in the value of such securities more quickly than in the case of the senior obligations of such portfolio company.

Private Investments in Public Equities

Subject to the terms of a Client's Governing Documents, a Client may make certain types of investments in private placements by publicly-held companies ("PIPEs"), although it is not anticipated that Clients will initially acquire common stock in connection with a PIPE transaction. In a PIPE transaction, a Client will acquire, directly from an issuer seeking to raise capital in a private placement pursuant to Regulation D under the Securities Act, a security convertible into common stock, such as convertible notes or convertible preferred stock. While the issuer's common stock is usually publicly traded on a U.S. securities exchange or in the over-the-counter market, the securities acquired by such Client will be subject to restrictions on resale imposed by U.S. securities laws absent an effective registration statement. In recognition of the illiquid nature of the securities being acquired, the conversion price of the convertible securities being acquired will typically be fixed at a discount to the prevailing market price of the issuer's common stock at the time of the transaction. As part of a PIPE transaction, the issuer usually will be contractually obligated to seek to register within an agreed upon period of time for public resale under the U.S. securities laws the shares of common stock issuable upon conversion of the convertible securities acquired by such Client. If the issuer fails to so register the shares within that period, such Client may be entitled to additional consideration from the issuer, but such Client may not be able to sell its shares unless and until the registration process is successfully completed. Accordingly, PIPE transactions present certain risks not associated with open market purchases of equities.

Public Company Holdings

Although Clients generally intend to make investments primarily in private portfolio companies, a Client may invest in public companies other than in open market transactions in "going private" transactions. Such investments may subject a Client to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased compliance costs, including obligations to disclose information regarding such companies, limitations on the ability of a Client to dispose of such securities at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' board members (which may include individual members of the general partner and NQPE), regulatory action by governmental bodies and increased costs associated with each of the aforementioned risks.

Special Purpose Acquisition Companies

Clients may invest in units of, shares of, warrants to purchase stock of, and other interests in special purpose acquisition companies or similar special purpose entities that pool funds to seek potential acquisition opportunities (collectively, "SPACs"). While a Client's Governing Documents are generally expected to place limits on investments in publicly traded securities, to the extent that a Client makes an investment in a SPAC prior to such SPAC's initial public offering, such investment is expected to be in compliance with such Governing Documents. Because SPACs and similar entities have no operating history or ongoing business other than seeking to complete a business combination with one or more companies, the value of each of their securities is particularly dependent on the ability of the entity's management to identify and complete a successful business combination. Some SPACs may pursue acquisitions only within certain industries or regions, which may increase the volatility of their prices. An investment in a SPAC is subject to a variety of risks, including, among others, that (i) as a newly formed company with no operating history, there is no basis on which to evaluate the ability to achieve the SPAC's business objective; (ii) an attractive business combination target may not be identified at all and the SPAC may be required to liquidate and return any remaining monies to shareholders; (iii) shareholders may not be afforded an opportunity to vote on the proposed business combination; (iv) a business combination, if effected, may

prove unsuccessful and an investment in the SPAC may lose value; (v) the warrants or other rights with respect to the SPAC held by a Client may expire worthless or may be repurchased or retired by the SPAC at an unfavorable price; (vi) a Client may be delayed in receiving any redemption or liquidation proceeds from a SPAC to which it is entitled; (vii) an investment in a SPAC may be diluted in connection with the business combination or by additional financings; (viii) no or only a thinly traded market for shares or interests in a SPAC may develop, leaving a Client unable to sell its interest in a SPAC or to sell its interest only at a price below what such Client believes is the SPAC interest's intrinsic value; and (ix) the values of investments in SPACs may be highly volatile and may depreciate significantly over time.

In addition, a Client may invest in the at-risk capital of a SPAC, which may be in the form of LLC interests in such SPAC's sponsor, private placement warrants of the SPAC, units of the SPAC or shares of the SPAC. An investment in the at-risk capital of a SPAC is subject to complete loss if the SPAC does not complete a business combination. Investments in a SPAC sponsor consist of securities issued on a private placement basis, which are subject to legal and contractual lock-ups and transfer restrictions and are illiquid. In connection with a business combination, a SPAC sponsor may agree to forfeitures, earn outs, additional lock ups, or other agreements that may have the effect of reducing the value of any such investments.

In connection with any such investments, a Client may have the ability to appoint one or more persons to the board of any such SPAC. Any such board member may become aware of material non-public information that could impact such Client's ability to trade in the securities of certain issuers.

Adverse Consequences of Ownership of Controlling Interest in Portfolio Companies

It is expected that Clients will often own a controlling percentage of the common equity of portfolio companies, which, depending upon the amount of equity owned by a Client, contractual arrangements between the portfolio company and such Client, and other relevant factual circumstances, could result in an extension to one year of the 90-day bankruptcy preference period with respect to payments made to a Client. The exercise of control and/or significant influence over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise management, pension and other fringe benefits, violations of government regulations (including securities laws) and other types of liability in which the limited liability generally characteristic of business operations may be ignored. In addition, because of its equity ownership, representation on the board of directors and/or contractual rights, such Client will often be thought to control, participate in the management of or influence the conduct of portfolio companies. These factors could expose the assets of such Client to claims by a portfolio company, its other security holders, its creditors or governmental agencies. While NQPE intends to manage Clients in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

Lack of Control in Certain Investments

Clients' investments are, in certain circumstances, expected to represent a minority position in portfolio companies, without power individually to exert significant control over such portfolio companies' boards of directors, management, operations and strategic direction. Such portfolio companies may have other goals not completely aligned with those of a Client, and such Client may not be in a position to limit or influence actions taken by such portfolio companies, or otherwise protect the value of such Client's investment in such portfolio companies. In such cases, such Client will rely significantly on the management and boards of directors of such companies, which may include representatives of other investors with whom such Client is not affiliated and whose interests or views may conflict with those of

such Client. Although engaging in a specific transaction or sale of an entire portfolio company may be a beneficial disposition for a Client, the majority holder or holders of interest in the portfolio company may prevent the portfolio company from entering into such transactions, which could result in such Client's investments being frozen in minority positions that incur substantial losses. Therefore, there can be no assurance that a Client will be able to realize the value of its investments or distribute proceeds from a sale or disposition of a portfolio company in a timely manner. In addition, although Clients will generally seek board representation in connection with their minority investments, there is no assurance that such representation, if sought, will be obtained.

Third Party Involvement

Clients will from time to time invest alongside third parties, including through direct investments, partnerships, joint ventures or other similar arrangements, and such third parties may have larger ownership interests than or similar ownership interests with a Client or may otherwise share control of the relevant portfolio company with a Client. Such investments may involve additional risks relating to such third-party involvement, including the possibility that a third party may have financial difficulties resulting in a negative impact on the investment, may have economic or business interests or goals that are inconsistent with those of such Client or may be in a position to take or block action in a manner contrary to such Client's investment objectives. In such case, such Client may not be in a position to take action to protect the value of such Client's investment in the entity. There may also be instances where a Client will be liable for the actions of such third-party co-investors, including the risk that such Client could be deemed to be part of a "partnership-in-fact" with certain co-investors based on joint investment and other activities. There can be no assurance that the return of a Client participating in a transaction with a third-party would be equal to and not less than the return of any other participant in such transaction, or that such return would have been as favorable as it would have been had such third-party not been involved.

Hedging Transactions

Clients generally may, but are not required to, engage in hedging transactions designed to reduce the risks of currency, interest rate or other risks associated with their portfolio positions. There can be no assurance, however, that a Client will engage in such hedging transaction at any given time or from time to time, or that such hedging transactions will be available or be available at a reasonable cost, or that such hedging transactions will be effective and actually eliminate the applicable risk. To the extent NQPE employs a hedging strategy for a Client, the success of any such strategy is subject to NQPE's ability to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments in the portfolios being hedged. Since the characteristics of many securities change as markets change or time passes, the success of the instances when NQPE hedges portfolio positions in a Client is also subject to NQPE's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. While hedging transactions may reduce certain risks, such transactions themselves entail certain other risks. Thus, while a Client may benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices, currency exchange rates or other variables may result in a poorer overall performance for a Client than if it had not entered into such hedging transactions. Hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolio positions or prevent losses if the values of such positions decline or if the hedges do not work as intended, but establishes other positions designed to gain from those same developments, thus seeking to offset the decline in the portfolio positions' value. Such hedging transactions also limit the opportunity for gain if the value of the hedged

portfolio positions should increase. For a variety of reasons, NQPE may not seek to establish a perfect correlation between the hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may prevent a Client from achieving the intended hedge or expose such Client to risk of loss. The successful utilization of hedging and risk management transactions requires skills complementary to those needed in the selection of a Client's portfolio holdings. There can be no guarantee that NQPE will correctly implement any hedging strategies or transactions or that such strategies and transactions will have their intended effect.

Derivatives Risk

All derivative instruments involve risks different from, and potentially greater than the risks associated with, investing directly in securities and other more traditional assets, including the risk of loss as a result of the failure of the other party to a derivative to comply with the terms of the derivative contract. Many derivative instruments are also subject to documentation risk, which is the risk that ambiguities, inconsistencies or errors in the documentation relating to a derivative transaction may lead to a dispute with the counterparty or unintended investment results. In addition, if a derivative transaction is particularly large or if the relevant market is illiquid (as is the case with many over-the-counter derivatives), it may not be possible to initiate a transaction or liquidate a position at an advantageous price. Because many derivatives have a leverage component (*e.g.*, a notional value in excess of the assets needed to establish and/or maintain the derivative position), adverse changes in the market value or level of the underlying asset, rate, or index can result in a loss substantially greater than the amount invested in the derivative itself. Other risks in using derivatives include the risk of mispricing or incorrect valuation of derivatives.

Counterparty Risk

A Client may execute its securities transactions through a limited number of counterparties. There can be no assurance that a counterparty will be able or willing to meet its obligations. Events that affect the ability of a Client's counterparties to comply with the terms of contracts may have an adverse effect on such Client. If the counterparty defaults, such Client will have contractual remedies, but there can be no assurance that such Client will succeed in enforcing contractual remedies. If a counterparty becomes bankrupt, a Client may experience significant delays in obtaining any recovery under the contract in a bankruptcy or other reorganization proceeding or may obtain a limited or no recovery of amounts due to it under the contract, including the return of any collateral that has been provided to the counterparty.

A Client may invest in derivatives that (i) do not require the counterparty to post collateral, (ii) require that a counterparty post collateral but that do not provide for such Client's security interest in it to be perfected, (iii) require such Client to post significant upfront collateral unrelated to the derivatives' fundamental fair (or intrinsic) value, or (iv) do not require that collateral be regularly marked-to-market. Even when derivatives are required by regulation and/or contract to be collateralized, a Client may not receive the collateral for one or more days after the collateral is required to be posted by a counterparty. When a counterparty's obligations are not fully secured by a perfected security interest in collateral, a Client runs a greater risk of not being able to recover what it is owed if the counterparty defaults because it is essentially an unsecured creditor of the counterparty. If a Client has over-collateralized derivative contracts, it is also likely to be an unsecured creditor of any such counterparty in the event of a counterparty's insolvency. Such Client will have contractual remedies, but there can be no assurance that such Client will succeed in enforcing contractual remedies.

Counterparty risk is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where a Client has concentrated its transactions with a single or small group of counterparties. For example, the creditworthiness of a counterparty may be adversely affected by larger than average volatility in the markets, even if the counterparty's net market exposure is small relative to its capital. NQPE evaluates the creditworthiness of the counterparties to a Client's transactions or their guarantors at the time such Client enters into a transaction. A Client is not restricted from dealing with any particular counterparty or from concentrating any or all transactions with one counterparty. The ability of a Client to transact business with any one of a number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by such Client. In addition, counterparties to derivatives contracts may have the right to terminate such contracts in certain circumstances (or in some cases, at any time for any reason), including if a Client's net asset value declines below a certain level over a specified period of time. The exercise of such a right by the counterparty could have a material adverse effect on such Client's operations and such Client's ability to achieve its investment objective.

A Client may also be exposed to documentation risk, which is the risk that ambiguities, inconsistencies or errors in the documentation relating to a transaction may lead to a dispute with the counterparty or unintended investment results. The counterparty may interpret contractual terms differently from such Client, and if it does, such Client may decide not to pursue its claims against the counterparty to avoid the cost and unpredictability of legal proceedings. Such Client, therefore, may be unable to obtain payments NQPE believes are owed to such Client under derivative instruments or those payments may be delayed or made only after such Client has incurred the cost of litigation.

Portfolio Trading

Clients generally do not intend to trade their assets for short-term profits, however, when circumstances warrant, securities may be sold by a Client without regard to the length of time held. Any active short-term trading of a Client will increase its rate of turnover and related transaction expenses.

Need for Follow-On Investments

Following its initial investment in a portfolio company, NQPE anticipates that a Client may be called upon to provide additional funds or otherwise increase its investment in such portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There can be no assurances that a Client will make any follow-on investments or that a Client will have sufficient funds to make all or any such investments. Any determination by a Client to not make a follow-on investment or its inability to make a follow-on investment may have a substantial negative effect on a portfolio company in need of such follow-on investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such determination or inability may result in a lost opportunity for such Client to increase its participation in a successful portfolio company or the dilution of such Client's ownership in a portfolio company to the extent that a third party invests in such portfolio company.

Improvement in Portfolio Company Operations Critical to Investment Success

The success of a Client's investment strategy depends on the effectiveness of efforts to improve the operating performance of portfolio companies following investment. Initiatives to achieve improvements

in operating performance include, among others, introductions of new products, changes in sales, marketing and distribution methods, implementation of new sourcing arrangements, reductions in manufacturing, overhead and other costs, enhancements and changes in the management team and identification, and the consummation and integration of add-on acquisitions. The proper identification and implementation of initiatives important to achieve improved operating performance is difficult and often requires substantial resources. The capabilities and resources of a portfolio company, even with the assistance of the general partner and NQPE, may be insufficient to affect such initiatives, and there can be no assurance that portfolio companies will be successful in achieving improvements in operating performance. The failure to achieve improved operating results following investment is likely to lead to losses or poor returns on such investment.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies

Before making investments in any particular company, a Client will conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, environmental and legal issues. When conducting due diligence and making an assessment regarding a potential investment, a Client will rely on the resources available to it, including information provided by the target of the investment and, in some circumstances, third-party investigations and/or consumer surveys. The due diligence investigation that a Client carries out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. In addition, at times, a Client's transaction opportunities will require rapid execution, and investment analyses and decisions by the general partner and NQPE may be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to the general partner and NQPE at the time of making an investment decision may be limited, and the general partner and NQPE may not have access to detailed information regarding the investment. Therefore, no assurance can be given that the general partner or NQPE will have knowledge of all circumstances that may adversely affect an investment. Moreover, such an investigation will not necessarily result in the investment being successful. Outside consultants, legal advisors, accountants, investment banks and other third parties are likely to be involved in the due diligence process to varying degrees depending on the type of investment. Such involvement of third-party advisors or consultants may present a number of risks primarily relating to a Client's reduced control of the functions that are outsourced. The general partner and NQPE may rely on the findings of these third-party advisors or consultants in making investment and management decisions. Such third parties do not owe any fiduciary duties to a Client or its investors, yet may be entitled to indemnification under the terms of their respective service contracts or other arrangements made with the general partner and/or NQPE, and the costs and expenses of such indemnification would be borne by such Client. In addition, if a Client is unable to timely engage third-party providers, its ability to evaluate and acquire more complex targets could be adversely affected.

Misconduct of Employees and of Third-Party Service Providers

Misconduct by employees of NQPE or by third-party service providers to a Client could cause significant losses to such Client. Employee misconduct may include binding a Client to transactions that present unacceptable risks and unauthorized activities or concealing unsuccessful activities (which, in either case, may result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including, without limitation, improperly performing administrator or other responsibilities. In addition, employees and third-party service providers may improperly use or disclose

confidential information, which could result in litigation or serious financial harm, including limiting a Client's business prospects. Although NQPE has adopted measures reasonably designed to prevent and detect employee misconduct and to select reliable third-party providers, such measures may not be effective in all cases.

Financial Fraud by Portfolio Companies

There can be no assurance that a Client will be able to detect or prevent irregular accounting, employee misconduct or other fraudulent practices during the due diligence phase or during its efforts to monitor the investment on an ongoing basis or that any risk management procedures implemented by a Client will be adequate. In the event of fraud or other misconduct or deceptive practices by any portfolio company, the management of such portfolio company, or any of their affiliates, a Client may suffer a partial or total loss of capital invested in that portfolio company. For example, the possibility of material misrepresentation or omission on the part of the portfolio company or the seller may adversely affect the value of a Client's investment in such portfolio company. A Client will rely upon the accuracy and completeness of representations made by portfolio companies and, in certain instances, their former owners in the due diligence process when it makes its investments, but cannot guarantee such accuracy or completeness. In addition, conduct occurring at portfolio companies, even activities that occurred prior to a Client's investment therein, could have an adverse impact on such Client.

Portfolio Company Pension Liability and Other Considerations

As a result of its equity ownership, representation on the board of directors and/or contractual rights, a Client may be deemed to control, participate in the management of or influence the conduct of one or more of its portfolio companies. This could expose the assets of such Client to claims by a portfolio company, its other security holders, its creditors or governmental agencies. In addition, if a Client holds 80% or more of the interests in a portfolio company and such Client is found to be a "trade or business" under ERISA, a court could find that such Client is jointly and severally liable with the portfolio company for any withdrawal liability with respect to a multiemployer pension plan from which the portfolio company withdraws or is deemed to have withdrawn. This is currently an unsettled area of law, which is subject to recent litigation in the First Circuit Court of Appeals, and significant questions remain regarding the potential application of these theories to similar factual situations. If a Client were to be deemed a "trade or business" with the requisite level of ownership of an investment, either alone or in concert with other investors, such Client could face liability with respect to the pension plans of its portfolio companies. In addition, it is possible that a court could expand this theory to cause multiple portfolio companies of a Client to be treated as a controlled group or under common control, and thereby be liable for these funding obligations.

Leverage

Clients generally may incur debt for any purpose that the general partner considers appropriate, including without limitation borrowings to fund investments pending take-downs of capital and in connection with credit support. A Client may enter into borrowing arrangements that require such Client and its related vehicles (including, without limitation, any parallel funds or alternative investment vehicles) to be jointly and severally liable for the obligations, increasing the exposure of investors to defaults by such other entities. A Client may also guarantee the obligations of its portfolio companies. If a portfolio company defaults on its obligations, a Client may be required to satisfy such obligations.

A Client may fund investments in portfolio companies or pay Client expenses with proceeds from drawdowns under one or more revolving credit facilities (the collateral for which can be, for example, the capital commitments of investors) prior to calling capital from investors. The interest expense and other costs of such borrowings will be Client expenses and, accordingly, will decrease net returns of such Client. It is expected that interest will accrue on any such outstanding borrowings at a rate lower than the preferred return, which will generally begin accruing when capital contributions to fund such portfolio companies are due or actually made to a Client. In light of the foregoing, there is an incentive to fund the acquisition and ongoing capital needs of portfolio companies and a Client with the proceeds of such borrowings in lieu of drawing down capital commitments on a just-in-time basis, as the use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) by making net internal rate of return calculations higher than they otherwise would be without Client-level borrowing, and may accelerate or increase incentive distributions the general partner receives. The general partner therefore has a conflict of interest in deciding whether to borrow funds because the general partner may receive disproportionate benefits from such borrowings.

Borrowing by a Client may be secured by capital commitments made by investors and/or by such Client's assets. In the case of a borrowing secured by investors' capital commitments, the documentation relating to such borrowing may provide that during the continuance of a default under such borrowing, the relevant lender or an agent thereof may call capital directly from investors to the extent necessary to repay such borrowing, and all other amounts owing under the loan documentation, in full. In the case of a borrowing secured by a Client's assets, the related documentation will likely provide that during the continuance of a default under such borrowing, the interests of the investors will be subordinated to the interests of the lenders with respect to such Client-level borrowing.

Leveraged Nature of Investments

While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. A Client's investments will from time to time involve significant leverage, including without limitation as a result of borrowing at one or more levels of the investment structure or implicit leverage as a result of derivative transactions, as a result of which recessions, operating problems, and other general business and economic risks may have a pronounced effect on the profitability or survival of a Client's portfolio companies. In using leverage, these portfolio companies may be subject to terms and conditions that include restrictive financial and operating covenants, which may impair their ability to finance or otherwise pursue their future operations or otherwise satisfy additional capital needs. Also, a company with substantial leverage may be at risk of increases in interest rates and therefore increases in interest expenses. In the event any portfolio company cannot generate adequate cash flow to meet debt service, a Client may suffer a partial or total loss of capital invested in the portfolio company. As a general matter, the presence of leverage can accelerate losses.

A Client's ability to achieve attractive rates of return on investments may depend on the ability of its portfolio companies to access sufficient sources of debt at attractive rates, including at the time of acquisition, during their lifetime, and at the time of disposition of such portfolio companies. However, availability of capital from the debt markets is subject to volatility from time to time, and there may be times when a Client and its portfolio companies might not be able to access those markets at attractive rates, or at all, when completing an investment.

Securing Leverage with Portfolio Company Securities

In connection with borrowing, a Client may pledge, assign or otherwise collateralize its assets. Such collateralized leverage could increase both the possibility for profit and the risk of loss to such Client. Decreases in the value of the pledged securities would increase the effective amount of such Client's leverage and could result in significant adverse effects on such Client and its investors, including mandatory liquidation of the pledged securities or a "margin call" under which such Client is required to call capital from its investors and post the proceeds with the relevant lender to compensate for the decline in value. Mandatory liquidation could have extremely adverse consequences, including sales at disadvantageous times and prices and the acceleration of tax consequences.

Bridge Financings

A Client may lend to portfolio companies on a short-term, unsecured basis or acquire equity intended to be sold down within a short period of time (such loan or equity investment, a "Bridge Financing"). Such Bridge Financings would typically be converted into a more permanent capital; however, for reasons not always within a Client's control, such long-term capital may not be obtained and such Bridge Financings may remain with such Client. In such event, the interest rate on a Bridge Financing loan may not adequately reflect the risk associated with the unsecured position taken by such Client. To the extent a Bridge Financing is not repaid or otherwise disposed of within a certain period of time as set forth in a Client's Governing Documents, the Bridge Financing may be treated as an investment of such Client. In the event of any such failure to dispose of a Bridge Financing, a Client's exposure to such portfolio company may exceed the exposure the general partner would otherwise deem appropriate for such Client's portfolio construction or diversification. If a Bridge Financing is not repaid or otherwise disposed of within a certain period of time as set forth in a Client's Governing Documents and, as a result, such Client's interest in a portfolio company would exceed the investment limitations set forth in such Governing Documents had the Bridge Financing been treated as an investment on the date of the original investment, the general partner will not be deemed to have breached the investment limitations set forth in such Governing Documents and will not have any requirement to sell down such Client's interest in such portfolio company. In addition, profits and losses incurred by a Client on such Bridge Financings (so long as such Bridge Financing is not treated as an investment, as above) will not be subject to such Client's distribution schedule as set forth in such Client's Governing Documents, and will be borne by investors in direct proportion to their capital commitments in such Client. As such, the general partner is incentivized to allocate Client expenses to Bridge Financings rather than investments of such Client such that the general partner bears a smaller portion of such Client expenses.

Special Risks Associated with Non-U.S. Investments

A Client may invest a portion of its capital commitments in portfolio companies that are headquartered and that have their principal operations outside of the United States. These investments involve special risks not typically associated with investments in the securities of issuers located in the United States, including (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar and the various non-U.S. currencies in which a Client's non-U.S. investments may be denominated, and costs associated with conversion of invested capital and income from one currency into another, (ii) differences between the U.S. and non-U.S. securities markets, including potential price volatility in and relative illiquidity of some non-U.S. securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and more or less governmental supervision and regulation, (iii) certain economic and political risks, including potential exchange control regulations and restrictions on non-U.S. investment and repatriation of capital, political, economic or

social instability and the possibility of expropriation or confiscatory taxation, (iv) difficulties or challenges obtaining non-U.S. governmental approvals and complying with non-U.S. laws, (v) tax-related issues, including the possibility of withholding or other taxes (including on dividends, interest payments or capital gains), the possibility of non-U.S. tax filing obligations and the possibility of double taxation of income earned overseas, (vi) less developed corporate laws regarding fiduciary duties, limited liability and the protection of investors and (vii) increased exposure to liabilities arising from a portfolio company's breach of applicable anti-corruption or other non-U.S. laws or regulations. A Client's returns on domestic investments may not be indicative of the results it may achieve on investments located in non-U.S. countries. Anti-fraud and anti-insider trading legislation in these countries may be less robust than in the United States, or in certain circumstance, non-existent. There may be no prohibitions or restrictions on the ability of management to terminate existing business operations, sell or otherwise dispose of a portfolio company's assets, or otherwise materially affect the value of the company without the consent of the company's shareholders. Anti-dilution protection also may be very limited. The legal systems in these countries may offer no effective means for a Client to seek to enforce its rights or otherwise seek legal redress or to seek to enforce non-U.S. legal judgments.

Third Party Litigation

A Client's investment activities generally will subject it to the normal risks of becoming involved in litigation by third parties. These risks are elevated where a Client exercises control or significant influence over a portfolio company's direction or becomes involved in official or unofficial creditor committees. The expense of defending against any claims by third parties and paying any amounts pursuant to settlements or judgments will generally be borne by a Client.

A Client may also participate in portfolio company financings at implicit valuations lower than the valuations implicit in preceding rounds of financing. Legal disputes, involving a Client or the general partner, may arise from such activity (or any other activities relating to the operation of such Client or the general partner) and could have a significant adverse effect on such Client.

Service on Boards of Directors, Material Non-Public Information, Etc.

Individual members of the general partner and NQPE may serve as officers or directors of portfolio companies. In their capacity as officers or directors (or even simply by virtue of a Client's status as a significant shareholder of a portfolio company), such individuals may become subject to fiduciary or other duties that could adversely affect a Client, and may subject the general partner, NQPE and such Client to claims they would not otherwise be subject to, including claims of breach of duty of loyalty, securities laws claims and other director-related claims. In general, a Client will indemnify the general partner, NQPE, and individual members of the general partner and NQPE for such claims.

Additionally, a Client may be unable to sell or otherwise dispose of an investment if a member of the general partner or NQPE is in possession of material, non-public information relating to the issuer thereof due to the member's service as an officer or director of such portfolio company. A Client's Governing Documents generally will not preclude members of the general partner or NQPE from serving as officers or directors of portfolio companies or otherwise acquiring material, non-public information regarding portfolio companies. Additionally, such Governing Documents generally will not require that members of the general partner or NQPE serve as officers or directors of portfolio companies, and there can be no assurance that the general partner or NQPE will have a legal right to influence the management of any portfolio company.

Conflicting Interests of Investors

Clients are likely to have a diverse range of investors that may have conflicting interests stemming from differences in investment preferences, tax status and regulatory status. The general partner and NQPE will consider the objectives of the Client and its investors as a whole when making decisions with respect to the selection, structuring, and sale of investments. However, it is inevitable that such decisions may be more beneficial for one investor than for another investor. In voting on matters related to a Client, each investor will be permitted to consider only its own interests and preferences, which may conflict with the interests and preferences of other investors, and no investor will owe a fiduciary duty to consider the interests of any other investors other than a duty to act in good faith.

Without limiting the foregoing, investors in a Client are generally expected to include U.S. taxable and tax-exempt entities, and investors from jurisdictions outside of the United States. Such investors often have conflicting investment, tax and other interests with respect to their investments in such Client. The conflicting interests among investors generally relate to or arise from, among other things, the nature of investments made by a Client, the structuring of the acquisition of investments and the structuring and timing of the disposition of investments. As a consequence, conflicts of interest arise in connection with decisions made by the general partner and NQPE, including with respect to the nature or structuring of investments, that are more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for a Client, the general partner and NQPE will consider the investment and tax objectives of the Client, not the investment, tax or other objectives of any investor individually. In addition, a Client and other funds managed by the general partner, NQPE or their affiliates are expected to make investments in companies that operate in and have assets in different jurisdictions. It is possible that the activities of one or more investments, including a Client's portfolio companies, may have adverse consequences on one or more other portfolio companies, even when the investments are held by different funds managed by NQPE or its affiliates. In particular, the laws and regulations regarding limited liability of such companies may vary by jurisdiction, and may result in the availability for the recourse of assets by one company from another company under common control with such company. There can be no assurance that a Client's portfolio companies, and therefore such Client, will not be adversely affected by such risk.

Side Agreements

A Client, the general partner or NQPE may enter into arrangements with individual investors with respect to such Client without any further act, approval or vote of any other investor, which would have the effect of establishing rights under, altering or supplementing the terms of such Client's Governing Documents or the subscription agreement with respect to such investor in a manner more favorable to such investor than those applicable to other investors. Such rights or terms pursuant to such arrangements may provide material economic or other benefits to an investor and may include, but are not limited to, (i) the addition of or forbearance from a term contained within a Client's Governing Documents or an investor's subscription agreement to accommodate such investor's specific regulatory, tax, operational, legal or other concern; (ii) material economic benefits (including, but not limited to, a reduction in Advisory Fees or carried interest rate payable by such investor); (iii) a modification of the right of the general partner to make distributions in-kind; (iv) reporting obligations; (v) waiver of certain confidentiality obligations; (vi) consent of the general partner to certain transfers by such investor; and (vii) special rights with respect to co-investment opportunities or rights or terms necessary in light of particular legal, regulatory, tax or other characteristics of such investor. The decision whether to enter into any such agreements, as well as

the terms thereof, will be made solely in the discretion of the general partner and may, among other things, be based on the size of the investor's investment in such Client or in other investment vehicles advised by NQPE. Depending on the terms of any such agreements and the basis on which they are given, investors may not have the right to benefit from such terms given to other investors.

Impact of Carried Interest and Advisory Fee Structure

The general partner, in respect of its carried interest, is expected to be entitled to a portion of the net profits generated by the Client subject to the preferred return, but does not have to bear a portion of the net losses, if any, suffered by such Client. This feature may cause the general partner and NQPE to make investments that have a greater risk/reward profile than would be the case in the absence of such a feature.

Furthermore, Advisory Fee may be required to be paid to NQPE even if a Client experiences net losses in a particular year or over the term of such Client. In addition, to the extent there is a fixed investment period after which capital from investors in a Client may be drawn down only in limited circumstances, because Advisory Fees are, at certain times during the life of a Client, based upon capital invested by such Client, this fee structure creates an incentive to deploy capital when the general partner or NQPE may not otherwise have done so.

Gains in respect of the general partner's right to carried interest distributions will be subject to a three year "holding period" in order to be classified as "long term capital gains," while the corresponding holding period requirement with respect to investors is one year. This holding period requirement could affect investment decisions, including the timing and structure of dispositions, and could adversely impact returns for investors. For example, the holding period requirement may incentivize the general partner to cause the Client to hold an investment for longer than three years in order for the general partner to obtain a preferential tax rate on carried interest distributions, even if there are attractive realization opportunities prior to that time.

Valuation of Investments

There is no actively traded market for most of the securities owned by Clients. When estimating fair value of portfolio companies for which no public market valuations exist, in accordance with a Client's Governing Documents, NQPE will apply a method based on its best judgment that is appropriate in light of the nature, facts and circumstance of the investments. Ensuring that investments of a Client are fairly valued is an important focus of NQPE; however, the valuation of such investments will be difficult, may be based on imperfect information and is subject to inherent uncertainties. The resulting values may differ from values that would have been determined had a ready market existed for such investments, from values placed on such investments by other investors and from prices at which such investments may ultimately be sold. In addition, third-party pricing information may at times not be available regarding certain of a Client's assets or, if available, may not be considered reliable. Valuations of a Client's investments may impact the amount of Advisory Fees as well as the timing and/or amount of carried interest distributions, and therefore, NQPE and the general partner have incentives that may not align with such Client or investors. In addition, valuations may affect NQPE's track record. As a result, NQPE or one of its affiliates could be incentivized to influence the valuation of investments.

Furthermore, if distributions are made of property other than cash, the amount of any such distribution will be accounted for at the fair market value of such property, as determined in accordance with

procedures specified in a Client's Governing Documents. An independent appraisal generally will not be required and is not expected to be obtained. Because the general partner's right to receive carried interest is based on the value of such securities, the general partner has an incentive to distribute such securities when they are valued at a higher price.

Market Disruption, Terrorism and Geopolitical Risk

Clients are subject to the risk that war, terrorism, climate change, social unrest and related and unrelated geopolitical and other new or novel market disrupting events as well as outbreaks of infectious disease, pandemics or any other serious public concerns (cumulatively, "Market Disruption Events") may lead to increased short-term market volatility and have adverse long-term effects on world economies and markets generally, as well as adverse effects on issuers of securities and the value of a Client's investments. Market Disruption Events, as well as other changes in world economic, social and political conditions, also are likely to 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 a Client's investments. At such times, such Client's exposure to a number of other risks described elsewhere in this section can increase. NQPE's financial condition is likely to be adversely affected by a significant general economic downturn and it may be subject to legal, regulatory, reputational and other unforeseen risks that are likely to have a material adverse effect on NQPE's business and operations and thereby are likely to impact Clients. Moreover, a sustained downturn in the U.S. or global economy (or any particular segment thereof) or weakening of credit markets is likely to adversely affect a Client's profitability, impede the ability of a Client's portfolio companies to perform under or refinance their existing obligations, and impair a Client's ability to effectively exit its investments on favorable terms. Any of the foregoing events are likely to result in substantial or total losses to such Client in respect of certain investments, which losses will likely be exacerbated by the presence of leverage in a particular portfolio company's capital structure.

In addition, the physical effects of climate change may have a significant effect on a Client's business, operations, and physical assets. Effects of climate change may subject a Client to risks including, but not limited to, property damage to investments, financial and operational impacts from disruptions in operations of portfolio companies, increased insurance premiums, and changes in the availability of natural resources.

Market Disruption Events, as well as other events beyond the control of a Client's portfolio companies (such as acts of God and natural disasters) may cause portfolio companies to be effected by force majeure events, which could adversely affect the ability of a portfolio company or a contractual counterparty to a portfolio company to perform certain contractual obligations until the force majeure event is remedied. The cost to a portfolio company or a Client of repairing or replacing assets damaged by a force majeure event could be substantial. Repeated or prolonged interruptions of contractual obligations resulting from a force majeure event may result in permanent loss of portfolio company customers, litigation, or penalties from regulatory or contractual non-compliance. Additionally, major regulatory intervention of an industry, including the assertion of control over a portfolio company or its assets, may result in a loss to a Client. Therefore, any effects of force majeure events, including any of the foregoing, may adversely affect the performance of a Client. Certain catastrophic losses, such as those caused by war, terrorist attacks, natural disasters and other acts of God may be uninsurable, or insurable only at such high rates that to have such coverage would adversely affect profitability of the portfolio companies or a Client. In particular, it has become harder and more expensive to obtain coverage against losses incurred by terrorist attacks, and some insurers exclude losses caused by terrorist attacks from their all-risk policies altogether. Insurance proceeds from covered risks may be inadequate to completely or even partially cover resulting losses in revenues or increases in expenses. The occurrence of a significant loss for which a Client or its portfolio companies are not insured, or where the

cost of such loss significantly exceeds the insurance coverage, may adversely affect such Client and cause it to lose both invested capital and returns from an investment.

Financial Market Fluctuations; Political Measures

Generally, a Client's investment program is intended to extend over a period of years, during which the business, economic, political, regulatory, social and technology environment within which a Client operates may undergo substantial changes. General fluctuations in the market prices of securities may affect the value of a Client's investments, and instability in the securities markets will also likely increase the risks inherent in a Client's investments. There can be no assurance that such economic and market conditions will be favorable in respect of both the investment and disposition activities of a Client. In reaction to changing economic and market conditions, regulators in the United States and several other countries have undertaken in the past and may undertake in the future regulatory actions and implement other measures to ensure stability in the financial markets. Despite these efforts and the efforts of securities regulators of other jurisdictions, global financial markets could become and remain extremely volatile. In addition, new regulations could limit a Client's activities and investment opportunities or change the functioning of capital markets. Unpredictable changes in social patterns and trends may have an impact on consumer behavior and create a negative effect on the profitability of a Client's investment program. Prospective investors should note that information in this brochure is presented as of the date hereof, and the information contained herein is subject to change based on the market fluctuations and other risks described herein.

A Client's ability to realize investments depends not only on the portfolio companies and their historical results and prospects, but also on political, market, social and economic conditions at the time of such realizations. In the past, many private equity funds have looked to the public securities markets as a potential exit strategy, and there can be no assurance that a Client will be able to exit from its investments in portfolio companies by listing their shares on securities exchanges. The trading market, if any, for the securities of any portfolio company may not be sufficiently liquid to enable a Client to sell these securities when NQPE believes it is most advantageous to do so. Renewed volatility in the financial sector may have a material adverse effect on the ability of a Client to buy, sell and partially dispose of its investments. A Client may be adversely affected to the extent that it seeks to dispose of any of its investments into an illiquid or volatile market, and such Client may find itself unable to dispose of investments at prices that NQPE believes reflect the fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted. The ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high yield debt market or otherwise. A Client's portfolio companies may depend on the availability of capital financed from third parties, and, to the extent such capital is not available on reasonable terms or at all, those of such Client's portfolio companies that rely on such capital may be adversely impacted in a manner that they would not have been had they been able to access such capital. In addition, political measures taken in response to market practices or renewed economic instability in the United States or abroad may have an adverse impact on a Client's investments.

Non-U.S. Trade Policy

If the U.S. federal government continues to make significant changes in U.S. trade policy, including imposing tariffs on certain goods and raw materials imported into the United States, such actions may trigger retaliatory actions by the affected countries, resulting in "trade wars," which may cause increased costs for goods and raw materials imported into the United States, or in trading partners limiting their

trade with businesses in the United States, either of which may have material adverse effects on a portfolio company's business and operations. Such "trade wars" may cause significant losses for a Client and/or one or more of its portfolio companies.

Risks Resulting from the United Kingdom's Exit from the EU

The United Kingdom left the European Union on January 31, 2020 (commonly referred to as "Brexit"). From January 1, 2021, European Union laws ceased to apply in the United Kingdom. However, many European Union laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Depending on the terms of any future agreement between the European Union and the United Kingdom on financial services, substantial amendments to English law may occur, and it is impossible to predict the consequences on a Client and its investments. Such changes could be materially detrimental to investors.

Although one cannot predict the full effect of Brexit, it could have a significant adverse impact on the United Kingdom, European and global macroeconomic conditions and could lead to prolonged political, legal, regulatory, tax and economic uncertainty. This uncertainty is likely to continue to impact the global economic climate and may impact opportunities, pricing, availability and cost of bank financing, regulation, values or exit opportunities of companies or assets based, doing business, or having service or other significant relationships in, the United Kingdom or the European Union, including companies or assets held or considered for prospective investment by a Client.

The future application of European Union-based legislation to the private fund industry in the United Kingdom and the European Union will ultimately depend on how the United Kingdom renegotiates the regulation of the provision of financial services within and to persons in the European Union. There can be no assurance that any renegotiated terms or regulations will not have an adverse impact on a Client and its investments, including the ability of such Client to achieve its investment objectives. Brexit may result in significant market dislocation, heightened counterparty risk, an adverse effect on the management of market risk and, in particular, asset and liability management due in part to redenomination of financial assets and liabilities, an adverse effect on the ability of the general partner, NQPE and their affiliates to manage, operate and invest in the Client and increased legal, regulatory or compliance burden for the general partner, NQPE, their affiliates and/or such Client, each of which may have a negative impact on the operations, financial condition, returns or prospects of such Client.

Areas where the uncertainty created by the United Kingdom's withdrawal from the European Union is relevant include, but are not limited to, trade within Europe, foreign direct investment in Europe, the scope and functioning of European regulatory frameworks (including with respect to the regulation of alternative investment fund managers and the distribution and marketing of alternative investment funds), industrial policy pursued within European countries, immigration policy pursued within European Union countries, the regulation of the provision of financial services within and to persons in Europe and trade policy within European countries and internationally. The volatility and uncertainty caused by the withdrawal may adversely affect the value of a Client's investments and the ability to achieve the investment objective of such Client.

Cybersecurity Risk

The use of the internet and cloud-computing and the dependence on computer systems to perform necessary business functions may expose investment vehicles such as a Client, its portfolio companies and

their service providers to operational and information security risks resulting from cyber attacks. In general, cyber attacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber attacks. Cyber attacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorized release of confidential information and causing operational disruption. Successful cyber attacks against, or security breakdowns of a Client, the general partner, NQPE, such Client's portfolio companies and/or any of their third-party service providers may adversely impact such Client or investors. For instance, cyber attacks may interfere with the processing of investor transactions, impact a Client's ability to value its assets, cause the release of private investor information or confidential information of such Client, impede trading, cause reputational damage, and subject such Client to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of NQPE's systems to disclose sensitive information in order to gain access to NQPE's data or that of a Client's investors. A Client may also incur substantial costs for cybersecurity risk management in order to prevent any cyber incidents in the future. A Client and its investors could be negatively impacted as a result. While a Client or such Client's service providers have established business continuity plans and systems designed to prevent such cyber attacks, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified. Similar types of cybersecurity risks are also present for issuers of securities or other instruments or portfolio companies in which a Client invests, which could result in material adverse consequences for such issuers, and may cause the investments therein to lose value.

Coronavirus Outbreak Risks

The global outbreak of COVID-19 has led, and for an unknown period of time will continue to lead, to disruptions in local, regional, national and global markets and economies affected thereby. In the U.S., this outbreak has resulted in, and until fully resolved is likely to continue to result in, the following, among other things: (i) government imposition of various forms of "stay at home" orders and the closing of "non-essential" businesses resulting in (x) significant disruption to many businesses including both supply chains and demand, and (y) lay-offs of employees, which effects are hoped to be temporary but may be permanent for some of these businesses; (ii) shutdowns and significant delays at government agencies; (iii) increased draws by borrowers on revolving lines of credit; (iv) increased requests by borrowers for amendments and waivers of their credit agreements to avoid default, and increased defaults by such borrowers and/or increased difficulty in obtaining refinancing at the maturity dates of their loans; (v) volatility and disruption of the loan market including greater volatility in pricing and spreads and difficulty in valuing loans during periods of increased volatility, and liquidity issues; and (vi) rapidly evolving proposals and/or actions by state and federal governments to address problems being experienced by the markets and by businesses and the economy in general. It is impossible to determine the scope of this outbreak, or any future outbreaks, how long any such outbreak, market disruption or uncertainties may last, the effect any governmental actions may have or the full potential impact on Clients.

Furthermore, the general partner's and NQPE's ability to operate effectively, including the ability of its personnel or its service providers and other contractors to function, communicate and travel to the extent necessary to carry out the Client's investment strategies and objectives and the general partner's and NQPE's business and to satisfy its obligations to such Client, its investors, and pursuant to applicable law will be impaired. The spread of COVID-19 among the general partner's and NQPE's personnel and its service providers would also significantly affect such general partner and NQPE's ability to properly oversee the affairs of the Client (particularly to the extent such impacted personnel include key

investment professionals or other members of senior management), which could result in a temporary or permanent suspension of such Client's investment activities or operations.

Inflation

Inflation and rapid fluctuations in inflation rates have had, and may continue to have, negative effects on the economics and securities markets of certain economies outside the Organisation for Economic Co-operation and Development. There can be no assurance that inflation will not become a serious problem in the future and thus have an adverse impact on a Client's returns.

Currency Exchange Risk

Client's assets are generally expected to be valued in U.S. dollars. A portion of a Client's investments may be denominated in the currencies other than the U.S. dollar, and hence the value of such investments will depend in part on the relative strength of the U.S. dollar. A Client may be affected favorably or unfavorably by exchange control regulations or changes in the exchange rate between non-U.S. currencies and the U.S. dollar, as well as the transaction costs associated with converting non-U.S. currencies into U.S. dollars. Changes in non-U.S. currency exchange rates may also affect the value of dividends and interest earned, and the level of gains and losses realized on the sale of such investments. The rates of exchange between the U.S. dollar and other currencies are affected by many factors, including forces of supply and demand in the non-U.S. currency exchange markets. Exchange rates also are affected by the international balance of payments and other economic and financial conditions, government intervention, speculation and other factors. A Client is not obligated to engage in any currency hedging operations, and there can be no assurance as to the success of any hedging operations that a Client may implement.

Legal Risk, Litigation and Regulatory Action

Clients, the general partner, NQPE and their affiliates are subject to a number of risks, including changing laws and regulations, developing interpretations of such laws and regulations, and increased scrutiny by regulators and law enforcement authorities. Some of this evolution may be directed at the private fund industry in general or certain segments of the industry, and may result in scrutiny or claims against a Client, the general partner, NQPE or their affiliates directly for actions taken or not taken by such Client, the general partner, NQPE or their affiliates. These risks and their potential consequences are often difficult or impossible to predict, avoid or mitigate in advance, and might make some investment opportunities unavailable to a Client or result in fines, suspensions of personnel or other sanctions, including censure, the issuance of cease-and desist orders or the suspension or expulsion of applicable licenses or members. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against a Client, the general partner, NQPE or their respective affiliates were small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these sanctions could harm such Client, the general partner, NQPE or their respective affiliates' reputations, which may adversely affect such Client's investment performance by hindering its ability to obtain favorable financing or consummate a potentially profitable investment. In addition, the securities market is subject to comprehensive statutes and regulations. The SEC, other regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The effect on a Client, the general partner, NQPE or any affiliate of any such legal risk, litigation or regulatory action could be substantial and adverse.

Certain of a Client's investments may be materially adversely affected by such events in the future. In the

longer term, there may be significant new regulations that could limit a Client's activities and investment opportunities or change the functioning of capital markets. As a result, there can be no assurance a Client will be able to achieve its investment objectives.

The enactment of these reforms or other similar legislation could have an adverse effect on the private investment funds industry generally and on NQPE, the general partner or a Client specifically, and may impede a Client's ability to effectively achieve its investment objectives. Any further increases in the regulations applicable to private investment funds generally or a Client, the general partner or NQPE in particular may result in increased expenses associated with such Client's activities and additional resources of NQPE being devoted to such regulatory reporting and compliance-related obligations, which may reduce overall returns for investors or have an adverse effect on the ability of such Client to effectively achieve its investment objectives.

Benefit Plan Regulatory Risks

If a Client were at any point deemed to hold "plan assets" under ERISA, its operations and investments could be limited, resulting in a lower return to such Client than might otherwise be the case. Further, unless the general partner and NQPE operated such Client and its investments in accordance with ERISA and the prohibited transaction provisions of the Internal Revenue Code of 1986, as amended, they could be exposed to litigation, penalties and liabilities, which might adversely affect their ability to fully satisfy their obligations to such Client. If a Client elects to operate so that it qualifies as a venture capital operating company, it may be restricted or precluded from making certain investments. In addition, such avoidance could require such Client to liquidate or dispose of investments at a disadvantageous time, resulting in lower proceeds from such liquidation or disposition to such Client than might have been the case without the need for such compliance.

Economic Sanctions Laws

Economic sanctions laws in the United States and other jurisdictions may prohibit NQPE, NQPE's professionals and Clients from transacting with or in certain countries and with certain individuals and companies. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces laws, Executive Orders and regulations establishing U.S. economic and trade sanctions. Such sanctions prohibit, among other things, transactions with, and the provision of services to, certain non-U.S. countries, territories, entities and individuals. These entities and individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs. The lists of OFAC prohibited countries, territories, persons and entities, including the List of Specially Designated Nationals and Blocked Persons, as such list may be amended from time to time, can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC. These types of sanctions may significantly restrict a Client's investment activities in certain countries.

Anti-Corruption and Anti-Boycott Considerations

The U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("UKBA") and other anti-corruption and anti-bribery laws, as well as U.S. anti-boycott regulations, may impact the general partner, NQPE, the Client and such Client's portfolio companies. A Client may be adversely affected or miss out on

opportunities because of the general partner's unwillingness to participate in transactions that potentially violate such laws and regulations. Such laws and regulations may make it difficult in certain circumstances for a Client to act successfully on investment opportunities or to obtain or retain business. In recent years, U.S. regulators have been increasingly focused on private equity sponsors' compliance with the FCPA. Any determination that the general partner, a Client, its portfolio companies or any of their respective officers, directors or employees has violated the FCPA, the UKBA or other applicable anti-corruption laws, anti-bribery laws, or U.S. anti-boycott regulations, could subject it to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and/or a general loss of investor confidence, any one of which could adversely affect a Client's business prospects and/or financial position, as well as the ability to achieve its investment objectives and/or conduct its operations.

Public Disclosures; Freedom of Information Act

Potential future regulatory changes applicable to investment advisors and/or the accounts they advise could result in NQPE and/or the portfolio companies becoming subject to disclosure requirements the specific nature of which is as yet uncertain. There can be no assurance that any confidential information will not be disclosed either publicly or to regulators, law enforcement agencies or otherwise, including for purposes of complying with regulations or policies to which a Client, the general partner, NQPE, their affiliates, portfolio companies or service providers to any of them may be or become subject.

Pay-to-Play Laws, Regulations, and Policies

A number of states and municipal pension plans have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state entities, including investments by public retirement funds. The SEC also has adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation with respect to a government plan investor for two years after the adviser or certain of its executives or employees make a contribution to certain elected officials or candidates. If the general partner, NQPE, or their respective employees or affiliates fail to comply with such pay-to-play laws, regulations or policies, such non-compliance could have an adverse effect on a Client by, for example, providing the basis for the withdrawal of the affected government plan investor.

Data Protection Laws

Compliance with current and future privacy, data protection and information security laws, and the ways that these are applied or interpreted by regulators and courts, could significantly impact a Client's current and planned privacy and information security-related practices, as well as its collection, use, sharing, retention and safeguarding of personal data and some of its current and planned business activities. A failure to comply with such laws could result in fines, sanctions or other penalties, which could materially and adversely affect results of operations and overall business, as well as have an impact on the reputation of a Client, the general partner, NQPE and their affiliates.

C. Conflicts of Interest

In the case of all conflicts of interest, the Adviser's determination as to which factors are relevant, and the resolution of such conflicts, subject to the applicable Governing Documents, will be made using the Adviser's best judgment, but in its sole discretion. In resolving conflicts, the Adviser considers various

factors, including the interests of the applicable Clients with respect to the immediate issue and/or with respect to their longer-term courses of dealing. Certain procedures for resolving specific conflicts of interest are set forth below. When conflicts arise, the following factors generally mitigate, but will not eliminate, conflicts of interest:

- (1) The Adviser will consider the appropriateness of an investment from the viewpoint of a Client;
- (2) Many important conflicts of interest will generally be resolved by set procedures, restrictions or other provisions contained in the Governing Documents for the Clients;
- (3) Generally, each Client has established an advisory committee, consisting of representatives of investors not affiliated with the Adviser. The advisory committees meet as required to consult with the Adviser as to certain potential conflicts of interest. On any issue involving actual conflicts of interest, the Adviser will be guided by its good faith discretion;
- (4) When the Adviser deems appropriate, unaffiliated third parties may be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price;
- (5) The Adviser has adopted and implemented certain policies and procedures designed to reduce certain conflicts of interest; and
- (6) Prior to subscribing for interests in a Client, each investor receives information relating to significant potential conflicts of interest arising from the proposed activities of the Client.

As a general matter, NQPE will devote such time, personnel, and internal resources as are necessary to conduct the business affairs of its Clients in an appropriate manner, as required by the relevant Governing Documents, although the Clients and their respective investments will place varying levels of demand on these over time. In the ordinary course of NQPE conducting its activities, the interests of a Client are expected to conflict with the interests of NQPE, one or more other Clients, portfolio companies, or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, NQPE will determine all matters relating to structuring transactions and Client operations using its best judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees or other relevant bodies of the relevant Clients.

From time to time, NQPE will be presented with investment opportunities that would be suitable not only for one Client, but also for other Clients. In determining which Clients should participate in such investment opportunities, the Adviser is subject to conflicts of interest with respect to the investors in such Clients. Except as required by the relevant Governing Documents, NQPE is not obligated to recommend any investment to any particular Client. Investments by more than one Client of NQPE in a portfolio company also have the potential to raise the risk of using assets of a Client of NQPE to support positions taken by other Clients of NQPE.

NQPE must first determine which Clients will, or are required to, participate in the relevant investment opportunity. NQPE generally assesses whether an investment opportunity is appropriate for a particular Client based on the Client's Governing Documents, as well as factors including, but not limited to investment objectives, strategies, and structure. Prior to making any allocation to a Client of an

investment opportunity, the Adviser determines what additional factors may restrict or limit the offering of an investment opportunity to a Client, including: (i) the Adviser may be required to offer an investment opportunity to one or more Clients; (ii) the Adviser may offer an investment opportunity related to an investment previously made by a Client to such Client, to the exclusion of, or resulting in a limited offering to, other Clients; and (iii) the Adviser may determine that certain Clients or investors in such Clients should be excluded from an allocation due to specific legal, regulatory, and contractual restrictions. Once the Adviser identifies the Clients that are eligible to participate in a particular investment, the Adviser, in its discretion, determines how to allocate such investment opportunity among the Clients. In allocating an investment opportunity the Adviser may consider some or all of a wide range of factors which include, but are not necessarily limited to, one or more of the following: conflicts provisions, investment and operating guidelines, transaction sourcing (and with respect to an investment opportunity originated by a third-party, the relationship of a particular Client to or with such third party); each Client's liquidity and reserves; diversification limitations (including the actual, relative or potential exposure of a Client to the type of investment opportunity in terms of its existing portfolio), tax, legal, contractual and regulatory considerations, lender covenants and other limitations, any "ramp-up" period of a newly established Client; amount of capital available for investment by each Client as well as each Client's projected future capacity for investment, each Client's targeted rate of return, the stage of development of a prospective portfolio company and anticipated holding period, composition of each Client's portfolio and each Client's investment concentration parameters (including, without limitation, parameters such as geography, issuer, volatility, leverage or other similar risk metrics), minimum or maximum dollar thresholds, the suitability as a follow-on investment for a current portfolio company of a Client, the availability of other suitable investments for each Client, cash flow considerations, asset class restrictions, industry targets and other allocations, the seniority of an investment and other capital structuring criteria, and other relevant factors, including risk considerations. For example, a newly organized Client generally will seek to purchase a disproportionate number of investments until it is substantially invested. NQPE will determine the allocation of investment opportunities among Clients in a manner that it believes is fair and equitable to its Clients under the circumstances over time consistent with NQPE's obligations and reserves the right to take into consideration factors such as those set forth above. However, the application of the factors set forth above will often result in allocation on a non-pro rata basis and there can be no assurance that a Client will participate in all investment opportunities that fall within its investment objectives. Allocation determinations are inherently subjective and give rise to conflicts of interest due to the inherent biases in the process. For example, in allocating an investment opportunity among Clients with differing fee, expense, and compensation structures, the Adviser has an incentive to allocate investment opportunities to the Clients from which the Adviser or its related persons derive, directly or indirectly, higher fees, compensation or other benefits. Notwithstanding the foregoing, the Adviser will not allocate investment opportunities among the Clients based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Client or (ii) the profitability of any Client.

In addition, principal executive officers, partners, employees, and other personnel of the Adviser invest indirectly in and may be permitted to invest directly in Clients and therefore participate indirectly in investments made by the Clients in which they invest. Such interests will vary Client by Client and may create an incentive to allocate particularly attractive investment opportunities to the Client in which such personnel hold a greater interest. The existence of these varying circumstances presents conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Client.

Following such determination of allocation among Clients, NQPE will determine if the amount of an investment opportunity in which one or more Clients will invest exceeds the amount that would be appropriate for such Clients (after taking into account any portion of the opportunity allocated by contract

to certain participants in the applicable deal, such as co-sponsors, consultants, and advisers to the Adviser and/or the Clients or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by the Adviser to be in the best interest of the applicable Client) and NQPE reserves the right to offer any such excess to one or more potential co-investors, including third parties and persons other than investors in the Client (e.g., consultants, joint venture partners, persons associated with a portfolio company, etc.), as determined by the Clients' Governing Documents and NQPE's procedures regarding allocation. There may be circumstances where an amount that could have otherwise been invested by a particular Client is instead allocated to one or more co-investors. NQPE's procedures permit it to take into consideration a variety of factors in making such determinations, including, but not limited to its own interests and/or one or more of the following: expressed interest in co-investment opportunities; expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; NQPE's perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting, or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair NQPE's ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; existence of a formal or informal strategic relationship with the prospective co-investor; and whether NQPE believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen, and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant portfolio company, other portfolio companies, the relevant Clients, and/or NQPE. Although NQPE reserves the right to consider a prospective co-investor's willingness to invest in future Clients, such willingness generally will not be the sole determining factor considered by NQPE in identifying co-investors.

Subject to the requirements of any applicable Governing Documents, NQPE reserves the right to grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in NQPE portfolio companies or otherwise to have priority in co-investment opportunities. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities and terms of the co-investment will be made by NQPE in its sole discretion. No investor in a Client has a right to participate in any co-investment opportunity and investing in a Client does not give an investor any rights, entitlements, or priority to co-investment opportunities. Co-investment opportunities typically will be offered to some and not to other Client investors and investors may be offered a smaller amount of co-investment opportunities than originally requested or an investor may be offered fewer co-investment opportunities than other investors in the same Client with the same, larger, or smaller capital commitments. As a result, the consideration of the factors set forth above will likely result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. Each co-investment opportunity (should any exist) is likely to be different and allocation of each such opportunity will be dependent upon the facts and circumstances specific to that unique situation (e.g., timing, industry, size, geography, asset class, projected holding period, exit strategy, and counterparty). Additionally, non-binding acknowledgements of interest in co-investment opportunities do not require the Adviser to notify the recipients of such acknowledgements if there is a co-investment opportunity. However, the Adviser from time to time agrees to give particular investors, Clients, or other third parties priority access to co-investment opportunities. The existence of such priority co-investment

access rights could affect the Adviser's decision to offer certain opportunities for co-investment and could limit the ability of Clients or their investors to be offered certain co-investment opportunities.

When and to the extent that employees and related persons of NQPE and its affiliates make capital investments in or alongside certain Clients, NQPE and its affiliates are subject to potentially conflicting interests in connection with these investments. There can be no assurance that any Client's return from a transaction would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

The factors above are not listed in order of importance or priority and the Adviser is not required to, and does not, consider all of the factors described above in any particular investment and some factors may be more or less important depending upon the nature of the particular investment and attendant circumstances. The Adviser's exercise of its discretion in allocating investment opportunities with respect to a particular investment among the persons, including the Clients, potential co-investors, Adviser Investors and third parties, and in the manner discussed above, often will not result in proportional allocations among such persons, and such allocations likely will be more or less advantageous to some such persons relative to others. For example, the Adviser may be incentivized to offer a co-investment opportunity to certain persons over others based on its economic arrangement with such persons (including, for example, whether the Adviser and/or the general partner is entitled, under arrangements made with certain potential co-investment parties, to additional Advisory Fees and/or carried interest based on the availability of co-investment opportunities offered to such parties). While NQPE will allocate investment opportunities in a manner that it believes is fair and equitable to its Clients under the circumstances over time and considering relevant factors, there can be no assurance that a Client's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the potential conflicts of interest to which NQPE expects to be subject, discussed herein, did not exist.

In the event the Adviser determines to offer an investment opportunity to co-investors, there can be no assurance that the Adviser will be successful in offering a co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Client or that expenses incurred by the Client with respect to the syndication of the co-investment will not be substantial. An investment that is not syndicated to co-investors as originally anticipated could significantly reduce a Client's overall investment returns. Further, it is possible that a potential co-investment party may experience financial, legal, or regulatory difficulties and may, from time to time, have economic, tax, regulatory, contractual, or other business interests or goals that are inconsistent with those of a Client and as a result, may take a different view from the Adviser as to appropriate strategy for an investment or may be in a position to take a contrary action to a Client's investment objective. In the event that the Adviser is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, the Client may consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended and would bear the entire portion of any fees, costs, and expenses related to such investment, which could make the Client more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. An investment that is not syndicated to co-investors as originally anticipated could significantly reduce a Client's overall investment returns.

In addition, to the extent the Adviser has discretion over a secondary transfer of interests in a Client pursuant to such Client's Governing Documents, or is asked to identify potential purchasers in a secondary

transfer, the Adviser will do so in its sole discretion, generally taking into account the following factors: (i) the Adviser's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations; (ii) the Adviser's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Clients and/or the Adviser and the expected amount of negotiations required in connection with a potential purchaser's investment; (iii) whether the potential purchaser would subject the Adviser, the applicable Client, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens; (iv) a potential purchaser's investment into another Client (including any commitment into a future Client); (v) requirements in such Client's Governing Documents; and (vi) such other facts as it deems appropriate under the circumstances in exercising such discretion.

Clients from time to time invest in conjunction with an investment being made by other Clients, or in a transaction where another Client has already made an investment. Where multiple Clients invest at the same, different, or overlapping levels of a portfolio company's capital structure, there is a potential for conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified, or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring may raise conflicts of interest, particularly with respect to Clients that have invested in different securities within the same portfolio company. For example, in the event that one Client has a controlling or significantly influential position in a portfolio company, it will have the ability to elect some or all of the board of directors of such a portfolio company, thereby controlling the policies and operations, including the appointment of management, future issuances of securities, payment of dividends, incurrence of debt and entering into extraordinary transactions. In addition, a controlling Client is likely to have the ability to determine, or influence, the outcome of operational matters and to cause, or prevent, a change in control of such a company. Such management and operational decisions may, at times, be in direct conflict with other Clients that have invested in the same portfolio company that do not have the same level of control or influence over the portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Clients may or may not provide such additional capital, and if provided, each Client generally will supply such additional capital in such amounts, if any, as determined by NQPE in its sole discretion. In addition, a conflict arises in allocating an investment opportunity if the potential investment target could be acquired by either a Client or a portfolio company of another Client, because the Adviser may be incentivized to favor one Client or Client portfolio company over another. In addition, there may be differences in timing of entry into, or exit from, a portfolio company for reasons such as differences in strategy, existing portfolio, or liquidity needs. In addition, when more than one Client of the Adviser (or its affiliates) invests in the same portfolio company, there can be no assurance that such parties will dispose of investments at the same time and on the same terms. Because of the different legal rights associated with debt, and equity of the same portfolio company, NQPE expects to face a potential conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of one Client versus another Client (*e.g.*, the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations, and the resolution of workouts or bankruptcies). If a Client incurs any indebtedness with another Client on a joint and several basis, the general partner is expected to enter into one or more agreements that provide each Client with a right of contribution, subrogation, or reimbursement. In administering, or seeking to reinforce, these agreements, NQPE expects to be subject to potential conflicts of interest, for example between a Client with a reimbursement obligation and a Client seeking reimbursement. In certain circumstances Clients are expected to be prohibited from exercising (or NQPE

may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investments of one Client or the other may be subject to creditor claims regarding subordination of interests.

Potential conflicts are expected to arise when and to the extent a Client makes investments in conjunction with an investment being made by another Client, or if it were to invest in the securities of a company in which another Client has already made an investment. A Client may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Clients. This will likely result in differences in price, terms, leverage, and associated costs. Further, there can be no assurance that the relevant Client and the other Clients with which it co-invests will exit such investment at the same time or on the same terms. These variations in timing may be detrimental to a Client. NQPE and its affiliates may occasionally express inconsistent views of commonly held investments or of market conditions more generally, including in instances where different investment professionals express different views regarding the same investment. There can be no assurance that the return on one Client's investments will be the same as the returns obtained by other Clients participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Clients. In that regard, actions taken for one or more Clients may adversely affect other Clients.

From time to time the Adviser will, in its discretion, enter into transactions with investors in one or more Clients, co-investors, Adviser Investors or third parties to dispose of, or "sell down," all or a portion of certain investments held by one or more Clients. In exercising its discretion to select the purchaser(s) of such investments, the Adviser will comply with the requirements set forth in the Governing Documents of the applicable Client(s), or to the extent not addressed in the Governing Documents of the applicable Client(s), the Adviser may consider some or all of the factors listed above under "Allocation of Co-Investment Opportunities." The sales price for such transactions will be mutually agreed to by the Adviser and such purchaser(s); however, determinations of sales prices involve a significant degree of judgment by the Adviser and the Adviser is not obligated to solicit competitive bids for such sales transaction or to seek the highest available price. Furthermore, subject to the Governing Documents, the Adviser may charge (or may decide not to charge) a purchasing party interest costs for the time period between the closing of the applicable Client's investment in a portfolio company to the date of the transfer of interests in such portfolio company to the applicable purchasing party. There can be no assurance, in light of the performance of the investment following such a transaction, that such transaction will ultimately prove to be the most profitable or advantageous course of action for the applicable Client(s).

The Clients will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Client agrees that upon the closing of a transaction with respect to a potential portfolio company, it will purchase equity securities in a transaction. Furthermore, in certain instances the Clients will also enter into (a) limited guarantee arrangements whereby, subject to any applicable documentation, a Client agrees that if a transaction with respect to a potential portfolio company is not consummated, it will pay a percentage of the total value of the transaction as a "reverse termination fee" to the seller entity and (b) full guarantee arrangements where such Client agrees to close a transaction even if the debt financing for such transaction is not available or has not been funded. While certain co-investment vehicles with investments contractually tied to the Client (including co-investment vehicles through which employees of the Adviser participate) are generally obligated to pay their proportionate share of the equity purchase price (whether pursuant to the applicable Clients' Governing Documents or otherwise), such co-investment vehicles are generally not direct parties to the equity commitment arrangements or guarantees and, in any event, are not obligated to pay their proportionate

share of any reverse termination fee. Therefore, in the unlikely event that a co-investment vehicle defaults on such arrangement, the Client would be held responsible for the entire equity purchase price or reverse termination fee, or obligations, as applicable.

The Clients, from time to time, co-invest with third parties through partnerships, joint ventures or other similar entities or arrangements. These investments may involve risks that would not otherwise be present in investments where a third party is not involved. Such risks include, among other things, the possibility that the third party may have differing economic or business goals than those of the Client, or that the third party may be in a position to take actions that are inconsistent with the investment objectives of the Clients. There may also be instances where the Clients will be liable for the actions of such third-party co-investors. There can be no assurance that the return of a Client participating in a transaction with a third party would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

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

As a general matter, Client expenses typically will be allocated among all relevant Clients or co-investment vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual, or similar restrictions, expense allocation decisions will generally be made by NQPE or its affiliates using their reasonable judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, *e.g.*, in determining whether to allocate pro rata based on number of Clients or co-investment vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Client or NQPE. Clients may have different expense reimbursement terms, including with respect to Advisory Fee offsets, which could result in the Clients bearing different levels of expenses with respect to the same investment.

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

Additionally, a portfolio company typically will reimburse NQPE or service providers retained at NQPE's discretion for expenses (including without limitation travel expenses) incurred by NQPE or such service providers in connection with its performance of services for such portfolio company. This subjects NQPE and its affiliates to conflicts of interest because the Clients generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. NQPE determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Client, their effect may be reflected in each Client's audited

financial statements, and any fee paid or expense reimbursed to NQPE or such service providers generally is subject to (i) agreements with or review by sellers, buyers, and management teams; and (ii) the review and supervision of the board of directors of or lenders to portfolio companies and/or third-party co-investors in its transactions. These factors help to mitigate related potential conflicts of interest.

Clients generally invest in securities that are illiquid, not traded on an exchange or in an established market, or for which no value can be readily determined. The fair market value of such investments will be determined by NQPE or its affiliates in accordance with the respective Client's Governing Documents. When estimating fair value, the Adviser will apply a methodology based on its best judgment that is appropriate in light of the nature, facts, and circumstance of the investments. Valuations are subject to review for approval by the Valuation Committee of NQPE, and ensuring that portfolio investments are fairly valued is an important focus of NQPE. However, the process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and differs from the prices at which such securities may ultimately be sold. The valuation of certain illiquid assets is inherently subjective and subject to increased risk that the information utilized to value the asset or to create the price models may be inaccurate or subject to other error. Third-party pricing information will not always be available regarding certain Client assets. Accordingly, the fair market value of an investment may not reflect the price at which the investment could be sold in the market, and the difference between fair market value and the ultimate sales price could be material. With respect to Clients, the exercise of discretion in valuation by NQPE will give rise to conflicts of interest, as valuations affect NQPE's track record. As a result, NQPE or one of its affiliates could be incentivized to influence the valuation of investments.

Although uncommon, NQPE reserves the right from time to time to cause a Client to enter into a transaction whereby the Client purchases securities from, or sells securities to, other Clients managed by NQPE, or co-investment vehicles. Such transactions raise potential conflicts of interest, including when the investment of one Client supports the value of portfolio companies owned by another Client. Conflicts of interest also arise because, by not exposing such buy and sell transactions to market forces, a Client may not receive the best price otherwise possible, or the Adviser may have an incentive to improve the performance of one Client by selling an underperforming asset to another Client in order, for example, to earn fees. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. Additionally, in connection with such transactions, the Adviser, its affiliates and/or their professionals (i) will, from time to time, have significant investments, or intentions to invest, in the Client that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser and its affiliates generally receive management or other fees in connection with their management of the relevant Clients involved in such a transaction, and generally are entitled to share in the investment profits of the relevant Clients. The Adviser's Chief Compliance Officer will be responsible for confirming that the Adviser (i) considers its respective duties to each Client, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party on commercially reasonable terms, and (iii) obtains any required approvals of the transaction's terms and conditions. In addition, to the extent required by the relevant Governing Documents or otherwise in the sole discretion of NQPE, NQPE reserves the right but is not obligated to seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness of a purchase or sale price) or by obtaining the consent of the relevant Clients

(including, where authorized, the consent of each Client's limited partner advisory committee) to such transactions.

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

Although NQPE generally structures Clients to avoid cross-guarantees and other circumstances in which one Client ultimately bears liability for all or part of the obligations of another Client, in certain circumstances lenders and other market parties negotiate for the right to face only select Clients, which may result in a single Client being solely liable for other Clients' shares of the relevant obligation and/or joint and several liability among Clients. In such cases, if one Client defaults on the arrangements, the other Clients may be held responsible for the defaulted amount. However, in such case, NQPE intends to cause the relevant other Clients to enter into a back-to-back guarantee, indemnification, or similar reimbursement arrangement, although the Client undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements.

The Adviser manages a number of Clients that have investment objectives similar to each other. The Adviser expects that it or its personnel will in the future establish one or more additional investment Clients with investment objectives substantially similar to, or different from, those of the current Clients. The Adviser may give advice or take actions with respect to, the investments of one or more Client that may not be given or taken with respect to other Clients with similar investment programs, objectives or strategies. As a result, Clients with similar strategies will not hold the same securities or achieve the same performance.

In addition, it is expected that employees of the Adviser responsible for managing a particular Client will have responsibilities with respect to other Clients managed by the Adviser, including Clients raised in the future or to proprietary investments made by the Adviser and/or its principals of the type made by a Client. Conflicts of interest arise in allocating time, services or functions of these officers and employees.

The Adviser will, from time to time, consider, and reject an investment opportunity on behalf of one Client and, the Adviser or an affiliate of the Adviser may subsequently determine to have another Client make an investment in the same company. A conflict of interest arises because one Client will, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the original Client considering the investment. In such circumstances, the benefitting Client or Clients will not be required to reimburse the original Client for expenses incurred in connection with researching such investment.

In addition, the Adviser receives and generates various kinds of portfolio company data and other information, including related to financial, industry, market, business operations, trends, budgets,

customers, suppliers, competitors and other metrics. This information may, in certain instances, include material non-public information received or generated in connection with efforts on behalf of one Client's investment (or prospective investment) in a portfolio company. As a result, the Adviser is better able to anticipate macroeconomic and other trends, and otherwise develop investment strategies. The Adviser is likely in the future enter into information sharing and confidentiality arrangements with portfolio companies and other sources of information that may limit the internal distribution and use of such data. The Adviser is likely in the future in certain instances to use this information in a manner that may provide a material benefit to the Adviser, its affiliates, or to certain other Clients without compensating or otherwise benefitting the Client or Clients from which such information was obtained. In addition, the Adviser may have an incentive to pursue investments in portfolio companies based on the data and information expected to be received or generated. The Adviser is likely in the future to utilize such information to benefit the Adviser, its affiliates or certain Clients in a manner that may otherwise present a conflict of interest but does not intend to specifically disclose such conflicts to the relevant Clients.

The Adviser and its affiliates may from time to time also enter into formal or informal arrangements with portfolio investments to facilitate the sharing of data and/or data analytics. Subject to applicable legal, regulatory and contractual requirements, these information sharing arrangements are designed to allow the Adviser, the Clients and the Clients' portfolio companies to better discern economic or other trends and developments. The Adviser believes that all Clients benefit from these arrangements in ways that would be impossible without the ability to aggregate data from across the Adviser's businesses and the Clients' portfolio companies. However, information sharing may involve conflicts of interest between the Clients and/or between the Clients and the Adviser. For example, data analytics based on inputs from one portfolio company may inform business decisions by other portfolio investments, or investment decisions by the Adviser and its affiliates, without the source of the data being directly compensated. The Adviser and its affiliates may utilize such data outside of Client activities in a manner that may provide a material benefit to the Adviser, without directly compensating or otherwise benefiting the Clients. As a result, the Adviser may have an incentive to pursue investments (on its own behalf or on behalf of the Clients) based on the data that may be accessible as a result of owning such investments, and/or to utilize such data in a manner that benefits the Adviser and/or investments held by other Clients.

Investments to finance follow-on acquisitions may present conflicts of interest, including determination of the equity component and other terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Client in a portfolio company in which another Client has previously invested. In addition, a Client will from time to time participate in re-leveraging and recapitalization transactions involving portfolio companies in which another Client has already invested or will invest. Conflicts of interest arise, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

In certain circumstances, current or former NQPE personnel may serve in temporary, interim, full-time, or part-time roles at a portfolio company, or may provide services to a portfolio company as a secondee or in similar capacities, while maintaining certain benefits, support services, or indicia of employment at NQPE. Under such arrangements, NQPE and/or the relevant portfolio company may pay all or a portion of the personnel costs of such employee, or supervise or oversee such employee. All or a portion of any such compensation and incentives may be borne by the Client, directly or indirectly, via its ownership interest in such portfolio company. These arrangements have the potential to create conflicts of interest, in that amounts paid by a portfolio company in connection with secondee relationships will not result in

additional offsets to the Advisory Fees. Due to the nature of secondees relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such employees and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold. Employees may or may not return to NQPE at the end of such secondees arrangement.

NQPE, its affiliates, and equity holders, officers, principals and employees of NQPE and its affiliates reserve the right to buy or sell securities or other instruments that NQPE has recommended to a Client, subject to the provisions of applicable compliance policies and procedures. In addition, officers, partners, and employees reserve the right to buy securities in transactions offered to but rejected by a Client. A conflict of interest may arise because such investing personnel will, for some investments, benefit from the evaluation, investigation, and due diligence undertaken by the Adviser on behalf of the Client. In such circumstances, the investing personnel will not share or reimburse the relevant Client and/or the Adviser for any expenses incurred in connection with the investment opportunity. In addition, officers and employees may also buy securities in other investment vehicles (including private equity funds, hedge funds, real estate funds and other similar investment vehicles) which may include potential competitors of the Clients. The investment policies, fee arrangements, and other circumstances of these investments may vary from those of the Clients. The transactions described above are subject to the policies and procedures set forth in the Adviser's Code of Ethics and investors will not benefit from any such investments. Such transactions are subject to any restrictions in the applicable Client's Governing Document and any policies and procedures of NQPE.

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

Pursuant to the Governing Documents, the general partner may be required to return excess amounts of carried interest distributions as a "clawback." This clawback obligation may create an incentive for the general partner to defer disposition of one or more investments or delay the liquidation of a Client if the disposition and/or liquidation would result in a realized loss to the Client or would otherwise result in a clawback situation for the general partner.

In addition, the general partner is incentivized to hold on to investments that have poor prospects for improvement in order to receive ongoing Advisory Fees in the interim and, potentially, a more likely or larger carried interest distribution if such asset's value appreciates in the future. This incentive is increased by the presence of the clawback obligation of the general partner.

The Governing Documents of certain Clients permit the general partner of each such Client to cause such Client to distribute such general partner's share of securities resulting from an investment disposition by such Client to such general partner or its affiliates (including managing directors and employees) in kind, while disposing of limited partners' share of such securities and distributing the net cash proceeds of such sale of securities to the limited partners. This ability creates conflicts of interest between the general partner and the limited partners of the applicable Client, for the reasons described herein. The general partner is particularly incentivized to receive distributions of in-kind of securities that it expects to increase in value, and in cases where the increase occurs, if the limited partners received cash distributions instead of in-kind distributions, the limited partners will be denied the benefits of that increase had the Client retained the securities and the general partner will receive more value from the securities than it would

have had its carried interest been paid in cash. In the event the general partner, or its affiliates, receive such a distribution, the general partner will generally act in its own interest with respect to its share of securities and may determine to sell the distributed securities (which may include selling its securities prior to the time at which the investor sells its distributed securities), or hold on to the distributed securities for such time as the general partner shall determine. The ability of the general partner to act in its own interest with respect to such distributed shares creates a conflict of interest between the general partner or affiliate, as an adviser to the Client, and the Client.

Pursuant to the Governing Documents, the general partner may elect to receive its carried interest distributions in the form of an in-kind distribution of securities of a portfolio company, including for purposes of permitting one or more general partner personnel to donate such securities to charity (which may include private foundations, funds or other charities so chosen by such personnel). Any tax efficiencies to such general partner personnel associated with this form of charitable giving may have the effect of reinforcing or enhancing the general partner's incentives otherwise resulting from the existence of its carried interest and therefore, the general partner may have a conflict of interest in making decisions on behalf of the Clients (including, for instance, the timing of disposition of investments).

The Adviser may compete against, or engage in business with (i.e., through co-investments and joint ventures) another investment adviser with which the Adviser or its affiliates or a member of their personnel has a relationship or from which the Adviser or its affiliates or their personnel otherwise derives financial or other benefit.

Officers, principals, employees and other related persons of the Adviser and its affiliates have made and may make capital investments in or alongside certain Clients, and therefore have additional conflicting interests in connection with these investments. In addition, Clients from time to time invest in securities of companies in which officers, principals, employees and other related persons of the Adviser and its affiliates have previously invested for their own accounts. While the significant interests of the officers and employees of the Adviser generally aligns the interest of such persons with the Clients, such persons may have differing interests from the Client with respect to such investments (for example, with respect to the availability and timing of liquidity), creating conflicts of interest. There can be no assurance that the return of a Client participating in a transaction would be equal to and not less than another Client participating in the same transaction or that it would have been as favorable as it would have been had such conflicts not existed.

The Clients from time-to-time borrow funds or enter into other financing arrangements for various reasons, including to pay Client expenses, to pay Advisory Fees, to make or facilitate new or follow-on investments (including borrowings pending receipt of capital contributions from investors), to make payments under hedging transactions, to cover any shortfall resulting from an investor's default or exclusion. If a Client borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would be used for all limited partners in such Client on a pro-rata basis, including the general partner. In addition, credit facilities for certain Clients are available to provide borrowed funds directly to the portfolio companies of such Clients, in which case such borrowed Clients would be guaranteed by such Clients.

To the extent the Client uses borrowed funds in advance or in lieu of capital contributions, the Client's investors generally make correspondingly later capital contributions, but the Client will bear the expense of interest on such borrowed funds. As a result, the Client's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and generally

make net IRR calculations higher than they otherwise would be without Client-level borrowing as these calculations generally depend on the amount and timing of capital contributions. It is expected that the interest will accrue on any such outstanding borrowings at a lower rate than any preferred return, which will begin accruing when capital contributions to fund such investments, or repay borrowings used to fund such investments, are actually made to the relevant Client. Thus, while the Client will bear the expense of borrowed funds, such borrowings can also increase the carried interest received by the Client's general partner by decreasing the amount of distributions from the Client that are required to be made to Client investors in satisfaction of any preferred return. The general partner therefore has a conflict of interest in deciding whether to borrow funds because the general partner may receive disproportionate benefits from such borrowings.

In addition, the batching of capital calls may amplify the magnitude of potential defaults by investors as a result of there being fewer but larger capital calls. To the extent a subscription facility is due upon demand by a lender (such as upon an event of default or otherwise), such a demand may be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of such liquidity constraints and/or investors facing similar capital calls in multiple funds and being unable to satisfy all such demands simultaneously. Moreover, the existence of a subscription facility may impair an investor's ability to transfer its interest in a Client as a result of restrictions imposed on such transfers by the lender.

Borrowing by the Client will generally be secured by capital commitments made by the investors to the Client and/or by the Client's assets, and documentation relating to such borrowing may provide that during the continuance of a default under such borrowing, the interests of the investors may be subordinated to such Client-level borrowing. Moreover, tax-exempt investors should note that the use of borrowings by the Client may cause the realization of Unrelated Business Taxable Income.

The Adviser reserves the right to enter into side letters or similar arrangements with certain investors in a Client providing such investors with different or preferential rights or terms, including but not limited to different fee structures (including discounted or rebated compensation terms), information rights, specialized reporting, priority co-investment rights, or targeted co-investment amounts, and liquidity or transfer rights. Except when required by Governing Documents, other investors will not receive copies of side letters or related provisions, and as a general matter, the other investors have no recourse against a Client, the general partner, or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such side letters. As a consequence of one or more limited partners being excused or excluded, or from regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments.

The Adviser, the Clients and/or the portfolio companies will from time to time retain other companies and individuals ("Operations Support Providers"), which may include employees and former employees of the Adviser, affiliates of the Adviser, employees of such affiliates, portfolio companies of the Clients, third party consultants (including specialized consultants, advisers, industry specialists, external executives, industry advisory roundtable members, and similar professionals), "operating partners" or "senior advisors."

The Operations Support Providers are engaged to provide operational support, due diligence, research, specialized operations and consulting services and similar or related services to the Clients, or in connection with, one or more portfolio companies or prospective portfolio companies in relation to the

identification, acquisition, holding, improvement and disposition of such portfolio companies and from time to time also provide “front office” functions with respect to a Client, such as sourcing or other investment-related functions (such services collectively, “Operations Support Services”). These services may be high level insight or extensive day-to-day roles, and may include support to the general partner on behalf of the Clients, or portfolio companies regarding, among other things, the company’s management (including serving in management positions or participating in determining corporate strategy), the company’s supply chain, revenue and margin management (including determining sales/marketing strategy and retail strategy), data intelligence, finance (including generating metrics and reporting and business restructuring), human capital management (including recruiting personnel and determining executive/incentive compensation), information technology, corporate communications, customer service, sustainability (including, strategy, policy and reporting development), real estate matters and similar operational matters.

The nature of the relationship with each such Operations Support Provider and the time devotion requirements of each such Operations Support Provider may vary significantly. Certain Operations Support Providers may be subject to contractual obligations to exclusively provide certain services to the Clients and/or the portfolio companies. These arrangements may be memorialized in a formal written agreement or may be informal and are negotiated individually, depending upon the anticipated Operations Support Services to be provided. Operations Support Providers will under certain circumstances be offered the ability (or will under certain circumstances have a preferred right) to co-invest alongside Clients or will under certain circumstances be offered the opportunity directly by the portfolio company to invest in the company, including in investments in which such Operations Support Provider is involved or participates in the management thereof.

Pursuant to the Governing Documents of the Clients, fees, compensation, expenses and any attributable overhead associated with Operations Support Services (collectively, “Operations Expenses”) are paid and/or reimbursed by the Adviser, portfolio companies and/or the Clients. Operations Expenses (including Operations Expenses incurred in connection with an Operations Support Provider that is an affiliate or employee of the Adviser or its affiliates) will be determined at the discretion of the general partner taking into account the particular Operations Support Services, may include reimbursement of an allocable portion of an affiliated Operations Support Provider’s compensation (including, without limitation, salary, bonus, payroll taxes and benefits) and overhead (including, without limitation, rent, property taxes and utilities allocable to the workspaces), an annual fee or retainer, a discretionary bonus, a success fee (in the form of cash or equity) based on pre-determined targets or milestones, a profits or equity interest in the Clients and/or portfolio company or other incentive-based compensation to the Operations Support Provider, and will generally be determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the Operations Support Provider, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts charged by other providers for comparable services and/or a percentage of cash flows from such companies. The determination of whether a service is an Operations Support Service will be made by the general partner, in its sole discretion, but will generally be based on whether third parties typically provide such services to investment advisers or companies. Operations Expenses will, from time to time also be incurred in respect of portfolio companies prior to the closing of the investment. To the extent services are provided for the benefit of a Client, without reference to a particular portfolio company, Operations Expenses incurred in connection with such services are borne by the Client and, indirectly, the investors in such Client. In the event one or more Operations Support Providers (directly or indirectly) is providing services with respect to the Clients, such Operations Expenses will be allocated among the Clients as determined by the general partner or Adviser, consistent with the

Governing Documents of the applicable Clients and as described herein. To the extent any such Operations Expenses are payable to any affiliated Operations Support Provider by the Clients or a portfolio company, such Operations Expenses will be retained by such Operations Support Provider and will not reduce the Advisory Fee or any other fees otherwise payable to the Adviser or its affiliates and will not benefit the Client or its investors, even if the Operations Expenses paid by a Client or a portfolio company have the effect of reducing any retainers or minimum amounts otherwise payable by the Adviser. The determination of whether an Operations Expense is paid by a portfolio company, a Client, or the Adviser will be made by the Adviser in its sole discretion. The general partner's determination as to whether a service is an Operations Support Service, the categorization of any fees and expenses (e.g., as Operations Expenses) and the allocation of such fees and expenses shall be binding on the Client and its investors. Over time, certain existing and former employees of the Adviser (including senior personnel) may transition to an Operations Support Provider role, which may shift the burden of compensating such persons from the Adviser to the applicable Client and/or its portfolio companies and any fees received by such persons will not reduce the Advisory Fee.

The investors in the Clients are expected to include U.S. taxable and tax-exempt entities, and institutions from jurisdictions outside of the United States. Such investors often have conflicting investment, tax and other interests with respect to their investments in a Client. The conflicting interests among the investors generally relate to or arise from, among other things, the nature of investments made by a Client, the structuring of the acquisition of investments and the timing of the disposition of investments. As a consequence, conflicts of interest arise in connection with decisions made by the Adviser or its affiliates, including with respect to the nature or structuring of investments, that are more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for a Client, the Adviser and its affiliates will consider the investment and tax objectives of the applicable Client, not the investment, tax or other objectives of any investor individually.

Given the collaborative nature of the Adviser's business and the portfolio companies in which the Clients have invested, there are often situations where the Adviser is in the position of recommending the services of a portfolio company to other portfolio companies of the Clients or, which may involve fees, commissions, servicing payments and/or discounts to the Adviser, an affiliate, or a portfolio company. The Adviser will generally have a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Clients, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Clients. The benefits received by a portfolio company providing a service may be greater than those received by the Client(s) and its portfolio companies receiving the service.

Portfolio companies controlled by a Client have in the past, and may, from time to time in the future provide services to the Adviser, certain Client investors or prospective investors. This creates a conflict of interest, as the Adviser has an incentive to cause the portfolio company to favor itself, or those investors or prospective investors relative to other portfolio company clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio company's profitability to the Client. Additionally, the portfolio company could recommend to its clients or customers that they invest in a Client.

In certain instances, a Client's portfolio company competes with, is a customer of, or is a service provider to, another Client's portfolio company. In providing advice to a portfolio company's business, the Adviser may consider the interests of one portfolio company or Client and is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Clients. As a result, a conflict of

interest may arise in these instances because advice and recommendations provided by the Adviser to a portfolio company may have adverse consequences to a separate portfolio company owned by another Client. For instance, a portfolio company may seek to expand its market share at the expense of another portfolio company, withdraw business from another portfolio company in favor of another company offering the same product or service at a lower price, increase its own prices, purchase assets from, or sell assets to, another portfolio company, commence litigation against another portfolio company, or prevent one portfolio company from commencing litigation against another portfolio company.

In addition, certain portfolio companies controlled by a Client engage in activities that could adversely affect another Client and/or its portfolio company, including, for instance, as a result of laws and regulations or certain jurisdictions (such as bankruptcy, environmental, consumer protection and/or labor or union laws) that may not recognize or permit the segregation of assets and liabilities between separate entities. Such jurisdictions may also allow for recourse against assets that are under common control with, or part of the same economic group as the entity that has incurred the liability. This may result in the assets of a Client and/or a portfolio company being used to satisfy the obligations or liabilities of another Client or its portfolio company.

The Advisers and/or its affiliates may engage in business opportunities arising from a Client's investment in a portfolio company (for example, without limitation, entering into a joint venture with a portfolio company or making a proprietary investment in a portfolio company). This creates a conflict of interest, as such interests are a benefit arising from the Client's investment and may vary from the applicable Client's interest (e.g., whether to make a follow-on investment and, if so, how much should be allocated to the Client).

A Client's portfolio companies may be counterparties or participants in agreements, transactions, or other arrangements with portfolio companies of other Clients managed by the Adviser or the Adviser's affiliates that, although the Adviser determines to be consistent with the requirements of such Clients' Governing Documents, may not have otherwise been entered into but for the affiliation with the Adviser, and which may provide economic or other benefits to affiliates of the Adviser that are not subject to the Advisory Fee offset provisions described herein. For example, the Adviser may in the future cause portfolio companies to enter into agreements regarding group procurement (which may depend on the volume of services purchased under these agreements and which may be pooled across multiple portfolio companies and discounted due to scale), benefits management, data management and/or mining, technology development, purchase or title and/or other insurance policy (which may be pooled across multiple portfolio companies and discounted to scale) and other similar operational initiatives that may result in fees, better pricing, rebates, servicing payments, commissions or similar payments and/or discounts being paid to the Adviser, its affiliates or a portfolio company, including related to a portion of the savings achieved by the portfolio company. While the Adviser may have a conflict of interest because its economic benefit may incentivize the Adviser to maintain such arrangements, the Adviser believes that such agreements benefit the portfolio companies due to increased access to quality products and services at beneficial pricing and the Adviser's benefits from such arrangements are reduced because the Adviser only benefits on at the same rate as the portfolio companies. However, it should not be assumed that a company related to, or otherwise affiliated with the Adviser will only take actions that are beneficial to, or not opposed to, the interests of a Client and its portfolio companies.

The Adviser and its affiliates have in the past and may, from time to time hire part-time or full-time employees (including interns) who are relatives of, or are otherwise associated with an investor, portfolio company, former portfolio company, investment target, or service provider. Although the Adviser uses

reasonable care to mitigate any potential conflicts of interest with respect to each particular situation, there is no guarantee the Adviser can control all such conflicts of interest and there may be a continuing appearance of a conflict of interest.

Services required by a Client (including some services historically provided by the Adviser or its affiliates to the Clients) may, for certain reasons including efficiency and economic considerations, be outsourced in whole or in part to third parties or licensed software, in each case in the discretion of the Adviser or its affiliates. This can create a conflict of interest because the Adviser and its affiliates have an incentive to outsource such services at the expense of the Clients to, among other things, leverage the use of Adviser personnel. Such services may include, without limitation, deal sourcing, asset management, information technology, licensed software, depository, data processing, client relations, administration, custodial, marketing and marketing-reviews, accounting, valuation, legal, human resources, client services, compliance, corporate secretarial and tax support, director services and other similar services. Outsourcing may not occur universally for all Clients and accordingly, certain costs may be incurred by a Client for a third-party service provider that is not incurred for comparable services by other Clients. The decision by the Adviser to initially perform a service for a Client in-house does not preclude a later decision to outsource such services (or any additional services) in whole or in part to a third-party service provider in the future and the Adviser has no obligation to inform such Clients or investors of such a change. In addition, certain internal service providers (such as internal accountants) may “shadow” or otherwise review the reports of other services provided by such third parties. The costs and expenses of any such third-party service providers will be borne by the relevant Clients.

If a service provider provides services to a Client on the property of the Adviser, such Client may also be responsible for any overhead, rent or other fees, costs and expenses charged by the Adviser in connection with an on-site arrangement.

The Adviser and/or its affiliates may engage certain service providers to provide services to the Adviser, the Clients and/or the portfolio companies, including services during the due diligence and acquisition process. Such service providers are, in certain circumstances, investors in a Client or affiliates of such investors and may include, for example, investment or commercial bankers, outside legal counsel pension consultants and/or other investors who provide services (including mezzanine and/or lending arrangements). The engagement of any such service provider may be concurrent with an investor’s admission to a Client, or during the term of such investor’s investment in the Client. This creates a conflict of interest, as the Adviser may give such investor preferred economics or other terms with respect to its investment in a Client, or may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor. In addition, the Adviser will have a conflict of interest in recommending the retention or continuation of a service provider to the Clients or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Clients or will provide the Adviser information about markets and industries in which the Adviser operates. The Adviser generally has an incentive to recommend the products or services of certain investors or prospective investors in the Clients to the Clients or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Clients or the portfolio companies.

The Adviser may in its discretion contract directly with, or recommend to a Client or to a portfolio company thereof (in response to a solicitation for a recommendation or otherwise), that it contract for services with a related person of the Adviser or an affiliate (including but not limited to a portfolio company of a Client). When making such a recommendation, the Adviser, because of its financial or other

business interest, has an incentive to recommend the related or other person even if another person is more qualified to provide the applicable services and/or can provide such services at a lesser cost, creating a conflict of interest.

Additionally, employees of the Adviser or its affiliates, and/or their family members or relatives may have ownership, employment, or other economic or other interests in certain service providers. These relationships can influence the Adviser in determining whether to select or recommend such service provider to perform services for a Client or a portfolio company. Although the Adviser selects service providers that it believes will enhance portfolio company performance (and, in turn, the performance of the relevant Client(s)), there is a possibility that the Adviser, because of financial, business interest, or other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person.

Certain other service providers to the Adviser, the Clients and/or the portfolio companies, or affiliates of such service providers, also provide goods or services to or have business, personal, financial or other relationships with the Adviser, its affiliates, or their respective portfolio companies. Such service providers (or their employees) may also source investment opportunities, be co-investors or commercial counterparties or entities in which the Adviser and/or the Clients have an investment, and payments by a Client and/or such portfolio companies may indirectly benefit the Adviser and/or such Client.

The Adviser, its personnel, the Clients and the portfolio companies of the Clients will, from time to time, engage common service providers. In certain circumstances, the service provider may charge varying rates or engage in different arrangements for services provided to the Adviser, its personnel, the Clients, and/or the portfolio companies. As a result, the Adviser or its personnel may receive a more favorable rate on services provided to it by such a common service provider than those payable by the Clients and/or the portfolio company, or may receive a discount on services even though the Clients and/or the portfolio companies receive a lesser, or no, discount. This creates a conflict of interest between the Adviser and its personnel, on the one hand, and the Clients and/or portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that the Adviser will favor the engagement or continued engagement of such persons if it, or its personnel, receives a benefit from such service providers, such as lower fees, that it would not receive absent the engagement of such service provider by the Clients and/or the portfolio companies. Neither the Clients nor investors in the Clients will receive the benefit of any such favorable rate or discount provided to the Adviser, its personnel or its affiliates, and the Advisory Fee paid by any Client will not be reduced in connection with such favorable rate or discount.

In addition, service providers often charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required, and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by the Clients and/or its portfolio companies, the Adviser and its affiliates will pay different rates and fees than those paid by the Clients and/or its portfolio companies.

The Adviser or its affiliates engage certain service providers (including law firms) on behalf of the Clients and personnel of such service provider may in the future be seconded to the Adviser or its affiliates on a temporary basis, pursuant to various arrangements including at cost or at no cost. The Adviser is, from time to time, a beneficiary of these arrangements as well. Such personnel may provide services in respect of multiple matters, including in respect of matters related to the Adviser, its affiliates and/or portfolio

companies and in any such circumstance the benefits or costs of any such personnel will be allocated in the Adviser's discretion taking into consideration the usage of such personnel. In such circumstances, a conflict of interest exists because the Adviser or its affiliates have an incentive to select one service provider over another on the basis that the Adviser or its affiliates may receive the benefit of seconded employees from such service provider, particularly where the compensation and expenses for such personnel during the secondment is borne by the service provider and not the Adviser or its affiliates.

The Adviser and the Clients will generally engage common legal counsel and other service providers in a particular transaction, including a transaction in which there may be conflicts of interest. Members of the law firms engaged to represent the Clients may be investors in a Client and may also represent one or more portfolio companies or investors in a Client. In the event of a significant dispute or divergence of interest between Clients, the Adviser and/or its affiliates, the parties may engage separate counsel in the sole discretion of the Adviser and its affiliates, and in litigation and other circumstances separate representation may be required.

Employees of the Adviser from time to time serve as directors of, or observers on boards with respect to, certain portfolio companies. While conflicts of interest may arise in the event that such employee's fiduciary duties as a director conflicts with those of the Client, it is expected that the interests will be aligned. In addition, to the extent an employee serves as a director on the board of more than one portfolio company, such employees' fiduciary duties among the two portfolio companies may create a conflict of interest. Such employees are required to remit any remuneration they may receive as directors to the applicable Clients either directly or indirectly through NQPE. In addition, employees of the Adviser may in the future, on occasion leave the employment of the Adviser or its affiliates and become an officer or employee of a portfolio company.

Decisions made by a director may subject the Adviser, its affiliate or a Client to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, the Clients will indemnify the Adviser and their partners, principals and employees from such claims.

In addition, the employees of the Adviser serving as directors may make decisions for a portfolio company that negatively impact returns received by a Client investing in the portfolio company.

On occasion, employees of the Adviser may also be asked to serve as directors of, or observers with respect to, certain entities in which a Client has fully exited its ownership interest and/or following the termination of such employee's employment with the Adviser. In such circumstances, any compensation or fees received by such former employee is not subject to the Advisory Fee offset described above, or otherwise shared with the Clients and/or investors.

In connection with co-investment opportunities, some co-investors (which may include one or more investors in the Clients) are often provided with the opportunity to serve on (or participate as an observer in meetings of) the board of directors or board of advisors of the applicable portfolio company. Positions on board of directors or board of advisors of such portfolio companies provide such co-investors with voting rights, access to information and the ability to potentially influence the operations and decision-making of the portfolio company that are not available to other investors in the Clients. In certain cases, co-investors have contractual rights that require the approval of the co-investors for certain major actions relating to the applicable portfolio company, such as a sale of the company or the issuance of additional

equity by the company. Such rights may limit the ability of the Adviser to take actions with respect to the portfolio company that the Adviser considers to be in the best interests of the Clients.

Generally, each Client has established an advisory committee, consisting of representatives of investors. A conflict of interest may exist when some, but not all limited partners are permitted to designate a member to the advisory committee. The advisory committee may also have the ability to approve conflicts of interests with respect to the Adviser and the applicable Client, which could be disadvantageous to the investors, including those investors who do not designate a member to the advisory committee. Representatives of the advisory committee may have various business and other relationships with the Adviser and its partners, employees and affiliates. These relationships may influence the decisions made by such members of the advisory committee.

In addition, members of one Client's advisory committee may also be a member of another Client's advisory committee. In such instances, a conflict of interest exists because the Clients on which such overlapping advisory committee members may have conflicting interests and such advisory committee members may be requested to provide their consent with respect to such conflicts of interest and will not recuse themselves from any such vote.

The Governing Documents of a Client establish complex arrangements among the Clients, the Adviser, investors, and other relevant parties. From time to time, questions may arise regarding certain parties' rights and obligations in certain situations, some of which may not have been contemplated upon the negotiation and execution of such documents. In some instances, the operative provisions of the Governing Documents, if any, may be broad, unclear, general, conflicting, ambiguous, and vague and may allow for multiple reasonable interpretations. In other instances, there may not be a directly applicable provision. While the Adviser will construe the relevant provisions in good faith and in a manner consistent with its fiduciary duty and legal obligations, the interpretations used may not be the most favorable to a Client or its investors.

The Adviser and its personnel have in the past and may, from time to time in the future, receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of a Client, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Client expenses may result in "miles" or "points" or credit in loyalty/status programs to the Adviser and/or its personnel, and such benefits, rewards and/or amounts (whether or not *de minimis* or difficult to value), will exclusively benefit the Adviser and/or such personnel even though the cost of the underlying service is being borne by the Clients, its investors and/or the portfolio companies. Any such benefits, rewards and/or amounts will not be subject to the offset arrangements described above or otherwise shared with such Client, its investors and/or the portfolio companies. In addition, airline travel incurred as a Client expense for an Adviser personnel travelling for appropriate Client-related purposes (including, without limitation, travel related to a portfolio company, a prospective portfolio company or other Client-related matter) may benefit such Adviser personnel to the extent the trip also serves a personal purpose.

The Adviser may, in its discretion, have, and may, in its discretion, cause the Clients and/or their portfolio companies to have, ongoing business dealings, arrangements or agreements with persons who are former employees or executives of the Adviser. The Clients and/or their portfolio companies may bear, directly or indirectly, the costs of such dealings, arrangements or agreements. In such circumstances, there may be a conflict of interest between the Adviser and the Clients (or their portfolio companies) in determining whether to engage in or to continue such dealings, arrangements or agreements, including the possibility

that the Adviser may favor the engagement or continued engagement of such persons even if a better price and/or quality of service could be obtained from another person.

Investors may be introduced to the Adviser, or may be brought in a Client, by a third-party consultant from which the Adviser or a Related Person purchase products and to which the Adviser or a Related Person may make payments, including in connection with conferences sponsored or hosted by the third-party consultant.

The Clients may create a platform for acquiring companies in a particular industry for the purpose of creating synergies across, and adding value to, such companies (e.g., merging companies together to create economies of scale or running certain companies in a coordinated manner). In such instances, a holding company ("Holding Company") would be created that would acquire and manage the companies in the platform. The Holding Company would be staffed with personnel responsible for sourcing, acquiring and managing companies for the Holding Company. In certain circumstances, such Holding Company employees may include former employees of the Adviser, or current or former senior advisors or consultants to the Adviser and its affiliates. The Holding Company's costs and expenses (including compensation for its personnel, which compensation may include, among other things, the granting of profit participation in certain investments of Holding Company and/or a capital interest in such investments or the underlying assets) would be borne by the Holding Company (and, therefore, indirectly borne by the Client). Such costs and expenses will not offset the Advisory Fee and are in addition to Advisory Fees and other compensation (e.g., carried interest) received by the Adviser. In addition, as the Adviser earns Advisory Fees and carried interest from the Client, the Adviser will benefit from the assets, income and gains of Holding Company.

In addition, from time to time, the Adviser recruits a management team to pursue a new "platform" opportunity expected to lead to the formation of a future portfolio company. In such a case, the Client will bear the expenses of the management team or portfolio company, including any overhead expenses, employee compensation, diligence expenses or other related expenses in connection with backing the management team or the build out of the platform company. Such expenses may be borne directly by the applicable Client as partnership expenses or indirectly as the Client bears the start-up and ongoing expenses of the newly formed platform portfolio company. Such costs and expenses will not offset the Advisory Fee and are in addition to Advisory Fees and other compensation (e.g., carried interest) received by the Adviser.

The Adviser has in the past and may, from time to time in the future, cause one or more Clients to purchase, and/or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the applicable Clients, the applicable general partner, the Adviser and/or their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties, against liability in connection with the activities of the Clients. This may include a portion of any premiums, fees, costs and expenses for one or more "umbrella" or other insurance policies maintained by the Adviser that cover one or more Clients and/or the Adviser (including their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties). The Adviser will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella" or other insurance policies among one or more Clients, and/or the Adviser on a fair and reasonable basis, and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in a Client bearing less (or more) premiums, fees, costs and expenses for insurance policies.

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

Item 9 – Disciplinary Information

The Adviser has no material legal or disciplinary events to disclose.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Registration

Neither the Adviser nor any of its management persons is, or has any application pending to register as, a registered broker-dealer or registered representative of a broker-dealer.

Commodities-Related Registration

Neither the Adviser nor any of its management persons is, or has any application pending to register as, a registered futures commission merchant, commodity pool operator, commodity trading advisor, or associated person of any such entities.

Material Relationships or Arrangements with Industry Participants

The Adviser and its related persons are, directly or indirectly, the general partner, limited partners, managers, managing members and/or members of the general partner of each Client. The Adviser may manage multiple Clients, which can create conflicts of interest in the allocation of time, resources, and investment opportunities among those Clients. For a description of any material conflicts of interest created by these relationships, please see Item 6 and Item 8.

Through the end of calendar year 2021, NQPE will rely on NovaQuest Capital Management, L.L.C. (“NQCM”), a registered investment adviser from which NQPE spun out in 2021, for certain “middle and back office” services (including, for example, certain accounting, finance, operations, human resources, information technology, legal, and compliance services) pursuant to a shared services contract between NQPE and NQCM. This shared services arrangement can create conflicts of interest in the allocation of time and resources by such middle and back office personnel between NQPE and NQCM. In particular, NQPE and NQCM currently have the same Chief Compliance Officer. However, NQPE and NQCM do not share any investment personnel and all investment decisions are made independently.

As described in Item 4, Gillings is the principal owner of NQPE. Gillings and his affiliates (collectively, “Gillings Affiliates”) engage in a broad spectrum of activities and are and may be affiliated with other entities and have business affiliations, interests, and activities in addition to those connected with NQPE. Such affiliations, interests, and activities may be similar or different from those of NQPE and its Clients. By way of example and without limitation, Gillings is (i) the majority owner of NQCM and (ii) the Co-founder and Non-Executive Chair of GHO Capital Partners LLP (“GHO”). NQCM is a specialist biopharmaceutical and life sciences investment adviser based in Raleigh, NC that focuses on structured financing of biopharmaceutical development. NQPE spun out of NQCM in 2021. GHO is a specialist healthcare investment adviser based in London, United Kingdom that focuses on mid-market opportunities in European healthcare businesses.

Selection or Recommendation of Other Investment Advisers

The Adviser does not select or recommend other investment advisers for its Clients.

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

A. Code of Ethics

NQPE has adopted a written Code of Ethics that is applicable to various of NQPE's supervised persons and certain other persons (collectively, "Covered Persons"). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Advisers Act, establishes requirements for personal trading in certain securities by Covered Persons, including certain trade pre-clearance obligations. Under the Code of Ethics, Covered Persons are also required to file certain periodic reports with NQPE's Chief Compliance Officer as required by Rule 204A-1. The Code of Ethics is designed to help the Adviser detect and prevent potential conflicts of interest. Covered Persons who violate the Code of Ethics may be subject to remedial actions, up to and including termination of employment. Covered Persons are also required to promptly report any violation of the Code of Ethics of which they become aware. Covered Persons are required to annually certify compliance with the Code of Ethics. A copy of the Code of Ethics is available to any Client or prospective Client upon written request to Jacob Comer, Chief Compliance Officer of NQPE, at jacob.comer@nqcapital.com.

B. Participation or Interest in Client Transactions

As described in Item 5 above, the Adviser will, from time to time, establish Internal Co-investment Vehicles. Internal Co-investment Vehicles generally are contractually required, as a condition of investment, to exit each investment opportunity at substantially the same time and on substantially the same terms as the applicable Client that is invested in that investment opportunity. Internal Co-investment Vehicles generally do not pay Advisory Fees or carried interest or other performance-based compensation. For information regarding conflicts of interest presented by these arrangements, see Item 8.

Due in part to the fact that potential investors in a Client (including purchasers of an investor's interests in a secondary transaction) or a co-investment opportunity may ask different questions and request different information, the Adviser may provide certain information to one or more prospective investors that it does not provide to all prospective investors or investors.

C. Contemporaneous Trading

If NQPE makes an allocation decision for more than one Client, NQPE will document the rationale for such allocation. The Chief Compliance Officer will periodically review allocation decisions to ensure that allocations are made in a fair and equitable manner.

Item 12 – Brokerage Practices

The Clients primarily make private equity investments in private operating companies; accordingly, the Adviser expects that investments in publicly traded securities will occur with limited frequency. However, in order to satisfy its fiduciary duties to the Clients, the Adviser has adopted written policies designed to address issues that might arise with respect to acquiring, holding, and disposing of publicly traded securities.

Selection of Brokers and Dealers

For each Client, the Adviser has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker or dealer, if any, to be used to effect any acquisition or disposition of publicly traded securities. In effecting each transaction for a Client involving a broker-dealer, the Adviser generally seeks “best execution” for the transaction. “Best execution,” in this context, means the obtention for a Client account of the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account all relevant circumstances of the transaction and the reputability and reliability of the executing broker or dealer. Best execution is not limited solely to the consideration of the best available commission rate.

In selecting brokers, the Adviser may consider various relevant factors, including, without limitation, pricing terms offered by the broker, the ability of the broker to deliver prompt and reliable execution, the size and type of the transaction, the market for the securities to be transacted, the broker’s familiarity with the securities to be transacted, the broker’s operational efficiency, the broker’s financial stability, the broker’s policies regarding confidentiality, the overall value and quality of the broker’s services and other factors determined to be relevant.

The Adviser does not make arrangements with specific brokers or dealers to receive research or other services beyond transaction execution in exchange for brokerage commissions from Clients’ transactions (so-called “soft dollar” arrangements). In selecting brokers, the Adviser does not consider whether it receives client referrals from brokers or other third parties. The Adviser does not recommend, request or require Clients to execute transactions through specified brokers.

The Adviser periodically evaluates the overall reasonableness of the brokerage commissions and negotiated terms paid to or made with broker-dealers with respect to Client transactions by, among other things, seeking to compare such commissions and terms with the commission rates and negotiated terms being charged by and entered into with other comparable broker-dealers. In addition, the Adviser periodically monitors broker-dealers to assess the overall quality of the execution effected on behalf of the Adviser for each Client.

Aggregation of Trades

If applicable, the Adviser generally will aggregate (or bunch) the orders of more than one Client for the purchase or sale of the same publicly traded security in order to obtain more favorable execution terms. In such circumstances, the Adviser generally will aggregate trade orders so that each participating Client receives the average price for each execution of a transaction. The Adviser often employs this practice because larger transactions may enable it to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. The Adviser and its affiliates may combine orders on behalf of Clients with orders for other Clients for which it or its affiliates have trading authority, or in which it or its affiliates

have an economic interest. In such cases, the Adviser and its affiliates generally aggregate trade orders for publicly traded securities so that each participating Client will receive the average price for each execution of a transaction.

If an order for more than one Client for a publicly traded security cannot be fully executed, allocation shall be made based upon the Adviser's procedures for allocation of investment opportunities, as described in Item 8.

Item 13 – Review of Accounts

The investments made by Clients are generally private, illiquid, and long-term in nature. Accordingly, the Adviser's review process is not directed toward a short-term decision to dispose of securities. However, the Adviser closely monitors the portfolio companies of the Clients and generally maintains ongoing oversight of such portfolio companies. Portfolio companies are reviewed on an ongoing basis by investment professionals and on a periodic basis by the Adviser's Chief Compliance Officer (to ensure compatibility with Client investment objectives and restrictions).

Client investors typically receive, among other information, a copy of audited financial statements of such Client on an annual basis, as well as unaudited financial reports on a quarterly basis. The Adviser may, from time to time and in its sole discretion, provide additional information relating to such Client to one or more Client investors as it deems appropriate.

Item 14 – Client Referrals and Other Compensation

The Adviser and its personnel do not receive compensation from any person other than Clients for providing investment advisory services to such Clients. For details regarding economic benefits provided to the Adviser by non-clients, including a description of related material conflicts of interest and how they are addressed, please see Item 8.

While not a Client solicitation arrangement, the Adviser from time to time engages one or more persons to act as a placement agent for a Client in connection with the offer and sale of interests to certain potential investors. Such persons generally will receive a fee in an amount equal to a percentage of the capital commitments for interests made by such potential investors to such Client that are subsequently accepted. Such fees are generally borne by the Adviser, either directly or as an Advisory Fee offset. As some Clients do not pay Advisory Fees, any such reduction will not benefit such Clients.

Item 15 – Custody

Not applicable.

Item 16 – Investment Discretion

Investment advice is provided directly to the Clients (subject to the direction and control of the general partner of such Client, if applicable) and not individually to the investors in the Clients. Advisory services are provided to each Client in accordance with its Governing Documents. Investment restrictions for a Client, if any, are generally established in its Governing Documents.

Item 17 – Voting Client Securities

The Adviser has established written policies and procedures setting forth the principles and procedures by which the Adviser votes or gives consent with respect to securities owned by the Clients ("Votes"). The guiding principle by which the Adviser votes all Votes is to vote in the best interests of each Client by maximizing the economic value of the relevant Client's holdings, taking into account the relevant Client's investment horizon, the contractual obligations under the relevant Advisory Agreements or comparable documents, and any other relevant facts and circumstances the Adviser determines to be appropriate at the time of the vote. The Adviser does not permit voting decisions to be influenced in any manner that is contrary to, or dilutive of, this guiding principle.

The Adviser votes marketable securities (and votes proxies and considers consents and waivers with respect to privately held securities) as to which it has discretionary authority pursuant to its proxy voting policy (which is available to Clients upon request). It is the Adviser's general policy to vote or give consent on all matters presented to security holders in any Vote. However, the Adviser reserves the right to abstain on any particular Vote or otherwise withhold its vote or consent on any matter if, in the judgment of the Adviser's Chief Compliance Officer or the relevant Adviser investment professional, the costs associated with voting such Vote outweigh the benefits to the relevant Clients or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of the relevant Clients.

Clients generally cannot direct the Adviser's proxy voting.

All Voting decisions initially are referred to the Adviser's Chief Compliance Officer or appropriate investment professional for a voting decision. In most cases, the Adviser's Chief Compliance Officer or investment professional covering the particular investment will make the decision as to the appropriate vote for any particular Vote. In making such decision, he or she may rely on any of the information and/or research available to him or her. If the investment professional is making the Voting decision, the investment professional will inform the Chief Compliance Officer of any such Voting decision, and if the Chief Compliance Officer does not object to such decision as a result of his or her conflict of interest review, the Vote will be voted in such manner.

The Adviser's Chief Compliance Officer has the responsibility to monitor Votes for any conflicts of interest, regardless of whether they are actual or perceived. All Voting decisions will require a mandatory conflict of interest review by the Adviser's Chief Compliance Officer in accordance with established policies and procedures, which will include consideration of whether the Adviser or any investment professional or other person recommending how to vote has an interest in how the Vote is voted that may present a conflict of interest. In addition, all Adviser investment professionals are expected to perform their tasks relating to the voting of Votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Clients. The Adviser's Chief Compliance Officer will use his or her best judgment to address any such conflict of interest and ensure that it is resolved in accordance with his or her independent assessment of the best interests of the Clients.

Where the Adviser's Chief Compliance Officer deems appropriate in his or her sole discretion, unaffiliated third parties may be used to help resolve conflicts. In this regard, the Adviser's Chief Compliance Officer shall have the power to retain independent fiduciaries, consultants, or professionals to assist with Voting decisions and/or to delegate voting or consent powers to such fiduciaries, consultants or professionals.

Clients may obtain a copy of NQPE's proxy voting policy, as well as information about how the Adviser voted their securities, by contacting the Chief Compliance Officer at jacob.comer@nqcapital.com.

Item 18 – Financial Information

Not applicable.

Item 19 – Requirements for State-Registered Advisers

Not applicable.