



## Form ADV Part 2A: Firm Brochure

### Carson Management Company, LLC

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**JULY 12, 2021**

#### **Item 1 - Cover Page**

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This brochure provides information about the qualifications and business practices of **Carson Management Company, LLC**. If you have any questions about the content of this brochure, please contact Gregory T. Giannini, Chief Compliance Officer, at 214.999.1000, or by email at: [compliance@carsoncapital.com](mailto:compliance@carsoncapital.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about **Carson Management Company, LLC** is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2 - Material Changes**

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This brochure contains customary annual updates to the brochure dated March 19, 2021. Other than the items disclosed below, there have been no material changes to our brochure since our most recent annual update – only routine formation of new investment partnerships:

- Item 4 – Advisory Business: Updated information and disclosure regarding the amount of assets under management.

All clients and investors are encouraged to review this document in its entirety – along with all other investment offering materials – before making any investment decisions.

### **Item 3 - Table of Contents**

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## **Item 4 - Advisory Business**

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### **Firm Description**

Carson Management Company, LLC, (“CMC”) was founded in 2009 and is an investment management firm that specializes in providing management services to a limited number of private limited partnerships. The general partners of these limited partnerships are affiliates of CMC. These investment partnerships generally invest in private investment funds focused on European and North American private equity and North American energy investments.

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### **Principal Owner**

Royal W. Carson, III is the sole equity owner of CMC.

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### **Types of Advisory Services**

CMC provides investment supervisory services that consist of the formation, structuring, management and administration of private investment limited partnerships (“Partnerships” or “Clients”) which invest in underlying private investment funds (“Fund” or “Funds”) seeking access to European and North American private equity investments and North American energy investments.

The general partner for each Partnership is an affiliate of CMC.

The privately offered Partnerships are CMC’s only investment advisory Clients. The Partnerships are not required to register as investment companies under the Investment Company Act of 1940 in reliance upon an exemption available to private investment funds whose securities are not publicly offered. CMC manages the Partnerships on a discretionary basis in accordance with the terms and conditions of each Partnership’s offering and organizational documents. The general partner of a Partnership may also offer limited partners the opportunity to make a direct investment in a business side-by-side with the Partnership through a co-investment pooled investment vehicle.

As of 12/31/2020, CMC manages approximately \$411,117,196 in assets for approximately 16 Partnerships. Approximately \$411,117,196 is managed on a discretionary basis, and \$0 is managed on a non-discretionary basis.

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### **Tailored Relationships**

The services provided for each Client are documented in a Management Services Agreement between CMC and the general partner of the Client. These services may differ between Clients depending on the services needed and are at the discretion of the general partner.

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### **Types of Agreements**

The following agreements define our typical Client relationship.

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## **Management Services Agreement**

All of our Clients (*i.e.* the Partnerships) are provided services under a Management Services Agreement between CMC and the general partner of each Partnership. Services include Investment Management Services and Administrative Services.

Investment Management Services typically include (i) identifying and evaluating investment opportunities for the Partnerships, including (a) analyzing and investigating investment opportunities, (b) structuring investments and proposed investments of the Partnership and (c) negotiating the terms of, and directing the preparation and review of, all documents required to complete investment transactions of the Partnership; (ii) monitoring the performance of investments; (iii) preparing or assisting the general partner in preparing valuations of any investments; and (iv) making recommendations in respect of the liquidation or disposition of investments, including evaluating, structuring and supervising, if appropriate, the timing and method of disposition or liquidation of investments.

Administrative Services typically include (i) preparing or assisting the general partner in preparing communications to the limited partners of the Partnership; (ii) maintaining or assisting the general partner in maintaining all books and records relating to the operations, business or affairs of the Partnership; (iii) preparing or assisting the general partner in preparing all tax returns, audited financial statements and other reports required by the limited partnership agreement of the Partnership; (iv) consulting with legal counsel, auditors and other professionals in connection with its duties under this Agreement; (v) conducting or assisting the general partner in conducting meetings of the limited partners of the Partnership; (vi) disbursing or assisting the general partner in disbursing distributions to partners of the Partnership or paying expenses of the Partnership; (vii) processing or assisting the general partner in processing the organization or evaluation of, or the offer and sale of limited partner interests in, the Partnership; (viii) perform or assist in the performance of such administrative or managerial functions as may be necessary or appropriate in connection with the management of the operations, business or affairs of the Partnership; and (ix) provide such additional services to the Partnership and the General Partner as may be reasonably requested from time to time by the General Partner.

The Management Fee is based upon the specific terms of the partnership agreement of the Partnerships and is typically between 1.0% and 1.5% per annum.

## **Item 5 - Fees and Compensation**

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### **Description**

CMC generally receives an annual management fee from each Partnership typically based on a percentage of the (i) aggregate commitments of all limited partners during the investment period; then (ii) subsequent to the investment period, a percentage of the remaining invested capital. The percentage, generally between 1.0% to 1.5%, is payable quarterly in advance on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year during the term of the Partnership. Management fees are not reimbursed when a

Partnership is fully liquidated prior to the end of a calendar quarter for which fees have been paid in advance. This is due to CMC still performing its management function including withdrawal and liquidation, in addition to managing final audit and tax reporting processes which extend well into the following calendar year.

The limited partners in some Partnerships will also be indirectly charged an annual management fee that is payable to the general partner of the relevant underlying investment Fund.

Management fees may be paid by calling available capital from limited partners or by reducing distributions that would otherwise be made to partners.

Each respective limited partnership agreement and Private Placement Memorandum includes more specific information about how management fees are charged at the limited partner level, and possibly at the underlying investment fund level.

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#### **Fee Billing**

Investment management fees are billed quarterly in advance and payable on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year during the term of the Partnership. The fees are deducted directly from each Partnership's cash account.

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#### **Other Fees**

CMC charges no other fees in conjunction with the management services provided.

### **Item 6 - Performance-Based Fees**

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#### **Carried Interest**

Limited partners generally may pay a carried interest to the general partner which is based on investment performance of the Partnership. The carried interest charge is typically a percentage of profits received once investment capital has been returned.

In addition, limited partners in some Partnerships may pay, in effect, two (or more) sets of carried interest incentive allocations based on performance: One directly at the Partnership level to the general partner, and one (or more) indirectly to the general partner(s) of the underlying investment fund(s) in which the Partnership invests. Limited partners in certain Partnerships will not be required to pay a carried interest incentive allocation to the general partner(s) of the relevant underlying investment fund(s).

Each respective limited partnership agreement and Private Placement Memorandum includes more specific information about how carried interests are charged at the limited partner level, and possibly at the underlying investment fund level.

## Item 7 - Types of Clients

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### Description

CMC provides investment advice exclusively to Clients who are limited partnerships where the general partner for each limited partnership is affiliated with CMC.

Minimum investment requirements for the investors are governed by the particular partnership agreements and are at the discretion of the general partner. Typically, the minimum investment commitment for a limited partner will be \$250,000 for co-investment vehicles and between \$500,000 and \$1,000,000 for conventional Funds, although lesser amounts may be accepted at the discretion of the General Partner.

## Item 8 - Methods of Analysis, Investment Strategies, and Risk Factors

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### Methods of Analysis

CMC sources and conducts due diligence on investment opportunities that are offered through private pooled investment vehicles, primarily through limited partnerships. CMC also conducts due diligence on direct energy investment opportunities with certain oil and gas operators with which it has long term relationships.

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### Investment Strategies

CMC generally follows three primary investment strategies. They are as follows:

**Private Equity Investments** – these investments are made primarily in Funds managed by investment managers who typically have long term relationships with principals of CMC. These Funds seek to generate an attractive rate of return for investors by making control and non-control investments in operating businesses primarily located in North America or Europe with the principal objective of generating long term capital appreciation through the acquisition of equity, equity-like and debt securities. These businesses will typically have market leading brands, strong pricing power and a history of strong and stable cash flows.

**Secondary Investments** – these investments are also made primarily in Funds managed by investment managers who typically have long term relationships with principals of CMC. These Funds seek to generate attractive risk-adjusted rates of return for investors by acquiring a portfolio of either private equity or real estate limited partnership interests. These interests are typically acquired from institutional holders seeking liquidity or an exit from the underlying fund(s). The assets acquired are generally well seasoned, highly diversified and acquired at a discount to “perceived” market value.

**Energy Investments** – these are investments with oil and gas operators which would typically be limited to industry participants and are operated by organizations with which principals of CMC generally has long term relationships. Assets purchased are typically proven developed producing wells which have, when appropriate, the production hedged in order to support a leveraged structure.



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## **Risk Factors**

The acquisition of a private equity limited partnership interest involves a substantial degree of risk and should be regarded as speculative. There can be no assurance that the Partnership's investment objectives will be achieved, that the underlying Fund will otherwise be able to carry out its respective investment purposes successfully, or that an investor will receive a return of its capital. As a result, an investment in a private equity limited partnership interest should be considered only by individuals who can reasonably afford a loss of their entire investment. Prospective investors should carefully consider the following risk factors relating to the activities of the limited partnership and the Underlying Funds and read all pertinent offering materials. The risk factors summarized below are not necessarily applicable to all Partnerships and such summaries do not purport to be a complete list or explanation of all the risks involved in an underlying investment.

The full offering materials, disclosure documents and/or governing documents of each Partnership will include a more detailed summary of the material risks applicable to its particular investment strategy and structure and should be read in their entirety in conjunction with the typical risks detailed below.

### ***Investment Risks***

*No Assurance of Profits.* There can be no assurance that the investments made by the Partnership will be profitable or that there will be proceeds from such investments available for distribution to limited partners. In general, neither the Partnership nor the partners will have the ability to direct or influence the management of the Underlying Fund or the investment of its assets. If the Partnership receives distributions in kind from an Underlying Fund, then it may incur additional costs and risks in connection with the disposition of such assets or may distribute such assets in kind to the partners who may incur such costs and risks.

*Limited Value of Historical Performance Data.* Each Partnership will be a newly-formed entity with no prior operating history upon which an investor can base an evaluation of likely performance. The performance information of previous investment Partnerships are not necessarily indicative of the results that a new Partnership may achieve. A new Partnership will make investments separate from those of previous Partnerships and, accordingly, there can be no assurance that the Partnership or Underlying Fund will achieve its investment objective or that any of the investments will even be profitable. Loss of principal is possible for any given investment.

*Illiquidity of Interests; No Right of Withdrawal.* Interests in the Partnership and the interests to be acquired by the Partnership in Underlying Funds will not be readily marketable, will not be redeemable, and will not be transferable except under limited circumstances and then only with the prior written consent of the general partner or the general partner and manager of the Underlying Fund. There will be no public market for the interests in the Partnership or for the Partnership's interest in an Underlying Fund, and none is expected to develop. Limited partners will not have any right to withdraw from the Partnership, and, the Partnership will generally not have the right to

withdraw from the Underlying Fund. Limited partners must be prepared to bear the risks of owning interests in the Partnership and contributing capital for an extended period of time.

*Identification of Investment Opportunities.* The success of the Underlying Fund (and therefore the Partnership), depends on the identification and availability of suitable investment opportunities. The availability of investment opportunities will be subject to market conditions, the prevailing regulatory conditions in regions where the Underlying Fund may invest, and other factors outside the control of the Underlying Fund. There can be no assurance that an Underlying Fund will be able to identify sufficient attractive investment opportunities to meet its investment objectives.

*Lack of Diversification.* Other than as set forth in each Partnership's specific offering documents and limited partnership agreement, investors will have no control over the direction of a Partnership's investments. A Partnership may participate in a limited number of investments and may seek to make several investments in one industry or one industry segment. As a result, a Partnership's investment portfolio could become highly concentrated, and the performance of a few holdings may substantially affect its aggregate return. Moreover, each Partnership will generally invest with one investment manager (and its affiliates) and, therefore, (i) will be dependent solely on one investment manager, and (ii) will not have the diversification the Partnership would have were it invested in Underlying Funds managed by a number of different investment managers.

*Use of Leverage by Underlying Funds.* The Underlying Funds may use leverage for a variety of purposes. Leverage generally magnifies opportunities for gain and risk of loss. The leverage used by the Underlying Funds may take the form of indebtedness as well as financial leverage in the form of short sales, forward contracts, options, derivatives, and other similar transactions. Such leverage may expose a Partnership to greater risks than if the Underlying Funds did not employ leverage. Gains made with borrowed capital would generally cause the Underlying Funds' value to increase faster than without borrowed capital. Conversely, losses incurred with borrowed capital would cause the Underlying Funds' value to decrease faster than without the use of borrowed capital. Capital borrowed for the purpose of leveraging investments will also be subject to interest costs as well as financing, transaction and other fees and costs that may not be recovered by returns on the Underlying Funds' investments.

### ***Management Risks***

*Key Personnel.* The performance of an investment partnership depends significantly upon the skill and expertise of the key personnel of the Investment Advisor and may be affected by key individuals joining or leaving the investment team. The loss of one or more of a Partnership's key personnel could have a material adverse effect on the performance of the Partnership. In addition, the performance of the Underlying Funds will depend in significant part upon the skill and expertise of the key personnel of the Underlying Funds' investment managers. The loss of one or more key personnel could

have a material adverse effect on the performance of the Underlying Funds (and, accordingly, the Partnership).

**Asset Valuations.** Generally, there will be no readily available market for a substantial number of the Underlying Funds' portfolio investments and, therefore, such investments will be difficult to value. With certain limited exceptions, valuations in respect of the Underlying Funds' investments will be determined by the Underlying Fund manager and will be final and conclusive on all partners of the Underlying Fund, including the Partnership.

**Lack of Management Control.** Under the limited partnership agreement, the limited partners do not have the right to participate in the management, control, or operation of the Partnership or to remove the general partner. If the general partner dissolves or becomes bankrupt or insolvent and no substitute general partner is admitted or elected after such event, the Partnership will dissolve. Should the Partnership dissolve, it will not be able to withdraw or redeem its investments in the Underlying Fund, in whole or in part, until the dissolution, liquidation, and termination of the Underlying Fund. The general partner in turn will generally have no right to participate in the management, control, or operation of the Underlying Fund or remove the general partner or manager thereof.

### ***Fund Risks***

**General Partner May Retain and or Recall Distributions.** The amount and timing of distributions are at the sole discretion of the general partner, who may also direct that distributions or proceeds be used to satisfy, or establish reserves for, any of a Partnership's current or anticipated obligations.

Pursuant to specific terms of the underlying partnership agreement, the Partnership may recall distributions made to its limited partners which are subject to recall, or reimbursement from, or recontribution by a Partnership to, or in connection with, any Underlying Fund or portfolio company. Any such amounts received by a Partnership will not reduce a limited partner's unpaid commitment.

**Nature of Underlying Fund Investments.** The success of each of the Underlying Funds is subject to those risks which are inherent in venture capital, buyout, mezzanine and such other investments undertaken by such Underlying Funds. These risks are generally related to (i) the ability of each of the Underlying Funds to select and manage successful investment opportunities; (ii) the quality of the management of each portfolio company in which the Underlying Funds invest; (iii) the ability of the Underlying Funds to liquidate their investments; and (iv) general economic conditions. A Partnership will not be able to participate in the management and control of the Underlying Funds in which it holds investments nor of the portfolio companies in which they have invested. Consequently, a Partnership will not be able to control the amount or timing of distributions from the Underlying Funds, which may affect investors' returns.

An Underlying Fund may also acquire direct investments in securities of private and public companies. Direct investments may be expected to involve a high degree of risk and uncertainty. There is generally no publicly-available information regarding the privately-owned portfolio companies in which a Partnership expects to invest directly. A Partnership will have to rely on the diligence of the Investment Advisor in order to obtain information for a Partnership's investment decisions.

*Material, Non-Public Information.* Investment professionals of the underlying Funds may often acquire confidential or material, non-public information concerning an entity in which an underlying Fund has invested or has proposed to invest, and the possession of such information would likely limit that Fund's ability to buy or sell particular securities of such entity, thereby limiting the available investment opportunities or exit strategies. Additionally, holdings in the securities of an issuer by a Fund or one of its affiliates could affect the ability of that Fund to make certain acquisitions of, or enter into certain transactions with, such issuer. Brokers and investment advisers affiliated with underlying Funds, also in certain instances, may acquire confidential or material nonpublic information concerning entities in which the Fund has/have invested or propose to invest, which could restrict the Fund's ability to buy or sell (or otherwise transact in) securities of such entities, thus limiting available investment opportunities or exit strategies.

*Portfolio Company Risks.* The Underlying Funds in which a Partnership will invest may invest in portfolio companies that involve a high degree of business or financial risk. Portfolio companies may also be highly leveraged and therefore may be more susceptible to undesirable business or financial incidents or economic factors. Portfolio companies might also include companies that are experiencing, or are expected to experience, financial difficulties which may never be overcome. In addition, they may require substantial additional capital to support their operations, to finance expansion or to maintain their competitive position, or may otherwise sustain a fragile financial condition. For these reasons, and others, portfolio companies may not be able to produce sufficient cash flow to meet operating expenses and working capital requirements, make principle or interest payments, or make other required payments on commitments, and as such, the portfolio company's business, financial condition and prospects could be adversely affected and the value of the related investment could be significantly reduced or eliminated.

*Commitments in Excess of Partners' Capital.* An Underlying Fund may make commitments to portfolio companies in excess of the total capital committed to such Fund. As a result, in certain circumstances, an Underlying Fund may need to retain or recall distributions or liquidate certain of its investments prematurely if the Fund does not generate sufficient cash flow from its investments to meet these obligations. Likewise, a Partnership may be exposed to similar risks if the Partnership does not generate sufficient cash flow to satisfy its recall obligations to its Underlying Fund.

*Contingent Liabilities Associated With Secondary Interests.* When an Underlying Fund acquires an interest in a secondary market transaction, the Fund may acquire contingent liabilities from the seller. Where the seller has previously received recallable distributions from the Underlying Fund and, subsequently, that Fund recalls

one or more of these distributions, the Fund may be obligated to return monies equivalent to such distributions to the Fund. If insufficient escrow was set aside on the purchase, the Fund may be required to, in turn, make a claim against the seller for such monies paid, but there can be no assurances that the Fund would prevail on such claim.

*Partnership Co-investment Opportunities.* The general partner may permit other investment vehicles to co-invest with a Partnership. In that case, allocations will be made in the sole discretion of the Investment Advisor and may result in the investments being made on different terms or in different securities. In addition, these types of co-investments may result in conflicts regarding decisions relating to that investment, including with respect to timing of disposition or other strategic objectives.

*Market and Credit Risks of Debt Securities.* An Underlying Fund's investment portfolio may include the acquisition or structuring of certain debt securities. Investment portfolios with debt securities are subject to credit and interest rate risks. Financial strength and solvency of an issuer are the primary factors influencing credit risk. Changes in market interest rates may affect the value of debt instruments indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules.

*Nature of Distressed Investments.* An Underlying Fund may invest, directly or indirectly, in the securities and obligations of companies experiencing financial and/or operational distress ("Distressed Assets"), including debt obligations that are in covenant or payment default. There are a number of significant risks when investing in Distressed Assets that are or may be involved in bankruptcy proceedings, including adverse and permanent effects on a company, such as the loss of its market position and key personnel, and if converted to a liquidation, a possible liquidation value of the company that is less than the value that existed at the time of the investment. Bankruptcy proceedings are often lengthy and difficult to predict, and could adversely impact a creditor's return on investment. In addition, creditors can lose their ranking and priority if they exercise domination and control over a debtor. An Underlying Fund or a portfolio investment also may seek representation on creditors' committees, and as a member of a creditors' committee it may owe certain obligations generally to all creditors similarly situated that the committee represents.

*Effect of Carried Interest.* Underlying Funds may provide an affiliate of the Underlying Fund a specified carried interest or other special allocations of distributions based on the returns to its investors. Such carried interest may create incentives for the general partner or manager of the Underlying Fund to make more risky or speculative investments than it would otherwise make. In addition, the general partner of the Partnership will receive a carried interest. Each investor in the Partnership may pay, in effect, two sets of carried interests, one directly at the Partnership level and one indirectly at the Underlying Fund level. Consequently, the returns to an investor in the Partnership will be lower than returns to a direct investor in the Underlying Fund.

Effect of Fees and Expenses on Returns. Each of the Underlying Funds in which a Partnership invests generally (i) pays (or requires its limited partners to pay) its respective general partner and investment advisor/manager certain fees; and (ii) bears certain costs and expenses. Those indirect fees are in addition to those incurred directly by the Partnership. Such fees and expenses are expected to reduce the actual returns to limited partners. Fees and expenses of the Partnership and Underlying Funds will generally be paid regardless of whether the Partnership or the Funds produce positive investment returns. Each investor in the Partnership will bear, in effect, two sets of fees, one directly at the Partnership level and one indirectly at the Underlying Fund level. Consequently, the returns to an investor in the Partnership will be lower than returns to a direct investor in the Underlying Fund.

Consequences of Default. If a partner fails to timely make a required capital contribution to the Partnership (a "Defaulting Limited Partner"), the general partner may elect to do any one or more of the following: (i) subject such Defaulting Limited Partner to interest accruing on the amount of such default and any costs of collection associated therewith; (ii) exclude the Defaulting Limited Partner from participating in any portion of a portfolio investment consummated on or after the date of such default; (iii) withhold all cash or other property otherwise distributable to such Defaulting Limited Partner and credit any such amounts withheld in a manner to be determined by the general partner in its discretion; (iv) institute legal proceedings to recover the amount of such default and costs of collection; (v) reduce the capital account of such Defaulting Limited Partner without taking into account any increase or decrease in the value of the Partnership, in an amount up to 100% of the capital account of such Defaulting Limited Partner; (vi) reduce all or any portion of the percentage interest (or Sharing Percentage) of such Defaulting Limited Partner; (vii) reduce all or any portion of the unfunded commitment of such Defaulting Limited Partner; and/or (viii) transfer such Defaulting Limited Partner's interest in the Partnership to any person at a value that the general partner determines to be fair and reasonable under the circumstances. In addition, the non-defaulting limited partners of the Partnership may be required to make capital contributions in respect of the default amount in proportion to their unfunded capital commitments to the Partnership.

Indemnification. It is standard business practice for investment partnerships to indemnify their general partners, limited partners, members, managers, employees, agents, advisors, affiliates, etc., for liabilities incurred in connection with the affairs of the Partnership. Members of Advisory Boards may also be entitled to the benefit of certain indemnification and exculpation provisions as set forth in the respective Partnership Agreements. The indemnification obligations of a Partnership would be payable from the assets of the Partnership, including unpaid Commitments of the limited partners. If the assets of a Partnership are insufficient, the general partner may be able to recall distributions previously made to the limited partners, subject to certain limitations set forth in the limited partnership agreement.

Dilution. Limited partners admitted to a Partnership at subsequent closings generally will participate in the existing investments of the Partnership, thereby diluting the interest of existing limited partners in such investments. Although any such new

limited partner generally will be required to contribute its pro rata share of previously called capital, plus an additional amount thereon, there can be no assurance that this contribution will reflect the fair value of a Partnership's existing investments at the time of such contributions.

*Pandemics and Other Public Health Crises.* Pandemics are large scale outbreaks of infectious diseases that can greatly increase morbidity and mortality over a wide geographic area, such as regionally, nationally or as in the case of the recent COVID-19 pandemic, on a worldwide basis and cause significant economic, social and political disruption. The continuing spread of COVID-19 has had, and will continue to have, a material adverse impact on local economies in the affected jurisdictions and also on the global economy as cross border activity is impacted by government and private sectors seeking to contain its spread. In addition to these developments having potential adverse consequences for the underlying Funds and the value of our Clients' investments therein, the commercial operations in many other jurisdictions will likely be adversely impacted as a direct result of government mandated quarantine measures. Disruptions to investment activity relating to the imposition of quarantines and/or travel related restrictions will adversely impact investments of underlying Funds, including by the delay of or disruption to global supply chains and personnel shortages. Any of the foregoing could materially and adversely affect the ability of the underlying Funds to source, manage and divest their investments and their ability to fulfill their investment objectives. Similar consequences could arise with respect to other comparable pandemics. Any such slowdown in a country's economy or the worldwide economy may negatively affect the growth strategies, projections, operating results, financial condition and prospects of the Partnership and each of its underlying investments.

*Force Majeure.* Fund investments could be affected by force majeure events (i.e., events beyond the control of the party claiming that the event has occurred, including, without limitation, acts of God, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism, labor strikes, major plant breakdowns, pipeline or electricity line ruptures, failure of technology, defective design and construction, accidents, demographic changes, government macroeconomic policies, social instability, etc.). Some force majeure events could adversely affect the ability of a party (including an underlying investment or a counterparty to a Fund) to perform its obligations until it is able to remedy the force majeure event. In addition, forced events, such as the cessation of the operation of machinery for repair or upgrade, could similarly lead to the unavailability of essential machinery and technologies. These risks could, among other effects, adversely impact the cash flows available from an underlying investment, cause personal injury or loss of life, damage property, or instigate disruptions of service. In addition, the cost to a Fund of repairing or replacing damaged assets resulting from such force majeure event could be considerable. Force majeure events that are incapable of or are too costly to cure might have a permanent adverse effect on a Fund. Certain force majeure events (such as war or an outbreak of an infectious disease) could have a broader negative impact on the world economy and international business activity generally, or in any of the countries in Funds

specifically invest. Additionally, a major governmental intervention into industry, including the nationalization of an industry or the assertion of control over one or more underlying investments or its assets, could result in a loss to Funds, including if the investment in such underlying investment is canceled, unwound or acquired (which could be without adequate compensation).

### ***General Energy Related Risks***

*Volatility of Oil and Natural Gas Prices.* The Partnership's returns to investors and the value of its assets will depend primarily upon market prices for oil and natural gas. Oil and natural gas prices historically have been volatile and will likely continue to be volatile in the future. The prices for oil and natural gas are subject to wide fluctuation in response to relatively minor changes in the supply of and demand for oil and natural gas, market uncertainty, worldwide economic conditions, weather conditions, import prices, political conditions in major oil producing regions, especially the Middle East, and actions taken by the Organization of Petroleum Exporting Countries ("OPEC"). A significant decrease in price levels for an extended period would have a negative effect on the Partnership and the Underlying Fund in several ways: (i) the cash flow of the Fund (and in turn the Partnership) would be reduced, decreasing funds available for capital expenditures to replace reserves or increase production, (ii) certain reserves would no longer be economical to produce, leading to both lower proved reserves and cash flow, and (iii) the Partnership would have less cash available for distribution to the limited partners.

*Speculative and Capital Intensive Nature of Drilling.* Developing and exploring properties for oil and natural gas requires significant capital expenditures and involves a high degree of financial risk. The budgeted costs of drilling, completing and operating wells are often exceeded and can increase significantly when drilling costs rise. Drilling may be unsuccessful for many reasons, including title problems, weather, cost overruns, equipment shortages and mechanical difficulties. Interpretations of geological, geophysical and engineering data may be wrong resulting in the drilling of uneconomic wells. Furthermore, the successful drilling or completion of an oil or gas well does not ensure a profit on investment. Exploratory wells bear a much greater risk of loss than development wells. Serious mechanical problems may be encountered including the entire loss of a well. A variety of factors, both geological and market-related, can cause a well to become uneconomical or only marginally economical.

*Inaccuracy of Reserve Estimates; Title Defects.* The Partnership's and Underlying Fund's investment decisions will be based on various assumptions and subjective judgments that will be speculative. Although available geological, geophysical, engineering and economic data can provide information about the potential of a particular oil and gas prospect, it is impossible to predict accurately a prospect's production and profitability, and actual production and profitability will likely vary, possibly significantly, from estimates. Likewise, as is customary in the industry, the Partnership and Underlying Fund will directly or indirectly acquire oil and gas acreage without any warranty of title, except through the transferor. In many instances, title opinions will not be obtained if, in the judgment of the Underlying Fund, it would be



uneconomical or impracticable to do so. Losses may result from title defects or from defects in the assignment of leasehold rights.

*Third-Party Operators.* The Partnership will not operate any of the oil and gas properties in which it has a direct or indirect interest. Consequently, the Partnership will have limited ability to exercise influence over, and control the risks associated with, operations of such properties. The failure of an operator to adequately perform operations, an operator's breach of the applicable agreements or an operator's failure to act in ways that are in the Partnership's or Underlying Fund's best interests could reduce production or revenues (and in turn the Partnership's returns). The success and timing of drilling and development activities, therefore, will depend upon a number of factors beyond the Partnership's control, including (i) the timing and amount of capital expenditures, (ii) expertise and financial resources, (iii) inclusion of other participants in drilling wells, and (iv) the use of technology.

*Casualties/Environmental Liabilities.* Unexpected casualties, such as fires, blowouts, pipe failure and uncontrollable flows of oil, natural gas, brine or well fluids, are possible in oil and gas drilling. Such an event, to the extent not covered by insurance, would reduce the funds available for exploration and drilling and could result in a loss of the properties in which the Partnership and Underlying Fund has an interest. The operators of properties in which the Partnership and Underlying Fund have an interest could be required to cease operations in areas where pollution occurs. In addition, there is inherent risk of incurring significant environmental costs and liabilities in exploration and production operations due to the generation, handling and disposal of materials including wastes and petroleum hydrocarbons. The Underlying Fund could incur joint and several strict liability under applicable federal and state environmental laws in connection with the release of petroleum hydrocarbons and wastes on, under or from its leased or owned properties, some of which properties may have been formerly used for oil and gas natural exploration and production activities by third parties not under the control of the Fund. While the Fund intends to maintain insurance against some of the risks described above, such insurance may not be adequate to cover its casualty losses or environmental liabilities. Moreover, premiums for insurance against such casualties and environmental liabilities have increased dramatically and in some instances insurance against certain casualties and liabilities is unavailable.

*Expiration of Leases.* If production cannot commence under the leasehold interests prior to the expiration of such leases, then all rights to such properties and the minerals thereunder will return to the owners of such properties. There can be no assurances that the Underlying Fund will be able to commence drilling activity under any or all of its leases prior to the expiration of such leases due to, among other things, a number of factors that can delay or prevent drilling operations, including: (i) unexpected drilling conditions; (ii) pressure or irregularities in formations; (iii) equipment failures or accidents; (iv) ability to hire and train personnel for drilling and completion services; (v) adverse weather conditions; (vi) compliance with governmental requirements; and (vii) shortages or delays in the availability of drilling rig services and the delivery of equipment.

## ***Non-U.S. Investment Risks***

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

Additional risks of non-U.S. investments include: (i) economic dislocations in the host country; (ii) less publicly available information; (iii) less well-developed regulatory institutions; and (iv) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction. Moreover, non-U.S. Portfolio Investments and companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. Portfolio Investments and companies.

***Currency Fluctuations.*** Investments may be made and realized in currencies other than the base reporting currency of the Partnership (generally, the U.S. Dollar) and/or the Underlying Funds. Fluctuations in exchange rates may have an adverse effect on the value, price or rate of return of the investments in a given Partnership or Fund.

In addition, a Partnership's commitments to its Underlying Funds, if submitted in other than U.S. Dollars, may fluctuate relative to the base currency as a result of changes in exchange rates. As such, Underlying Funds may need to recall distributions or liquidate certain of its investments prematurely at discounts to market value if the Fund does not generate sufficient cash flow from its investments to offset the amount of the devaluation.

***Alternative Investment Fund Managers Directive.*** In November 2010, the European Union (the "EU") passed new legislation, the Alternative Investment Fund Managers Directive ("AIFMD"), that will regulate the activities of private fund managers undertaking fund management activities or marketing fund interests to investors within the EU. It is currently anticipated that the AIFMD will be implemented in stages between 2013 and 2018. From 2013, the AIFMD will impose restrictions on the management and/or marketing within the EU of funds established outside the EU, such as a Partnership, which may restrict the ability of investors to realize their investments in a Partnership by way of secondary sale.

***United Kingdom Exit from the European Union (commonly referred to as "Brexit").*** Following a June 2016 referendum, in which 52% voted to leave, the United Kingdom ("UK") government formally announced the country's withdrawal from the European Union ("EU") in March 2017, beginning the Brexit process. The UK is formally set

to withdraw from the EU at 11 pm on January 31, 2020. However, there will be a transition period in place thru December 31, 2020, during which time the UK and the EU will further negotiate their future relationship, to include a multitude of subjects like international trade, immigration, travel, corporate laws, tax treaties, etc. There is no way to determine what effect, if any, UK's withdrawal will have on the Underlying Fund's investments, including any effect on foreign currency valuations.

### ***Tax Risks and Considerations***

*Tax Considerations.* For each taxable year, a limited partner must report its allocable share of the Partnership's income, gains, losses, deductions and credits regardless of the extent to which, or whether, it receives cash distributions from the Partnership for such taxable year, and thus, a limited partner may incur income tax liabilities in excess of any distributions received by such limited partner from the Partnership. In addition, a limited partner may be subject to various limitations on its ability to use its allocable share of deductions and losses of the Partnership (e.g., "at risk" limitations, passive loss limitations, investment interest limitations, capital loss limitations, and limitations on the deductibility of miscellaneous itemized deductions). Furthermore, tax law changes could occur during the term of the Partnership that may adversely affect the Partnership. The United States Internal Revenue Service ("IRS") or other tax authorities may audit the Partnership and challenge any of the positions taken in regard to its formation, investments or operations, and such audit may result in an audit of a Partner's own tax returns and possibly adjustments to the tax liability reflected thereon. Similarly, tax authorities may audit the underlying investment entities and challenge any of the positions taken in regard to their formation, their investments or operations, and such audit may affect the tax reporting and liability of the partnership and its partners. The legal and accounting costs incurred in connection with any taxing authority's review of the Partnership's tax returns will be borne by the Partnership. The cost of any review of a partner's tax return will be borne solely by such partner.

*New Withholding Tax on Certain Non-U.S. Entities.* Under the Foreign Account Tax Compliance Act ("FATCA") Legislation enacted in 2010, a new withholding tax of 30% will apply to distributions from a Partnership to non-U.S. entities in respect of most payments attributable to investments in the United States, including distributions attributable to dividends, interest, and gross proceeds of a disposition of stock (including a liquidating distribution from a corporation), unless the foreign entity complies with certain conditions or an exception applies.

*Tax-Exempt Investors and UBTI.* Tax-exempt investors may recognize UBTI from the Partnership for U.S. federal income tax purposes, and such amounts of UBTI could be significant.

*Non-U.S. Persons and Effectively Connected Income ("ECI").* It is possible that the Partnership, through its underlying investments may be treated as engaging in activities that would give rise to income that is effectively connected with a U.S. trade or business, and the amounts of such ECI could be significant.

*Delayed Annual Income Tax Information Reporting.* A Partnership generally will not be able to provide completed Schedule K-1s to limited partners for any given fiscal year until well after March 15 of the following year. The general partner will use its reasonable efforts to provide limited partners with estimates of the taxable income or loss allocated to their investment in a Partnership on or before such date, but completed Schedule K-1s will not be available until a Partnership has received tax-reporting information from its underlying portfolio investments. Limited partners should plan to file extensions for their U.S. federal, state, local and non-U.S. income tax returns. Prospective investors should consult with their own advisers as to the suitability and taxability of an investment in a private investment partnership.

### ***Potential Conflicts of Interest***

*Conflicting Investment Advisor Interests.* The Investment Advisor may manage several Partnerships and investments similar to those in which a new Partnership may invest. In addition, the Investment Advisor may spend a portion of its business time and attention pursuing investment opportunities that do not fall within the investment objectives of a specific Partnership. The general partner believes that the significant investment of the Investment Advisor in each Partnership, as well as the Investment Advisor's interest in the carried interest, operate to align the interest of the Investment Advisor with the interests of the limited partners, although the Investment Advisor has economic interests in such other Partnerships as well and may also receive investment advisory fees and carried interests relating to those interests, too.

*Conflicting Limited Partner Interests.* Limited partners may have conflicting investment, tax, and other interests with respect to their investments in a Partnership, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by the general partner regarding an investment that may be more beneficial to one limited partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, the general partner generally will consider the investment and tax objectives of a Partnership and its partners as a whole, not the investment, tax, or other objectives of any particular limited partner.

## **Item 9 - Disciplinary Information**

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### **Legal and Disciplinary**

CMC and its employees and affiliates have not been involved in legal or disciplinary events related to past or present CMC investment clients.

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

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### **Affiliations**

CMC is affiliated through ownership and control with the various general partners of each limited partnership for which it provides management and administrative services.

CMC uses the administrative and operations support infrastructure of an affiliate, Carson Private Capital Incorporated, to help service the Partnerships.

CMC's affiliation with each of the general partners creates an inherent potential conflict of interest due to the incentive fee that a general partner may earn based upon the profits of each limited partnership. As the general partners (and other affiliates) put a significant amount of capital at risk through their investments in the Partnerships, we believe this mitigates the conflict and instead creates a situation where the limited partners' and the general partners' interests are more equally aligned.

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

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### **Code of Ethics**

CMC has adopted a Code of Ethics which sets forth high ethical standards of business conduct that CMC requires of its employees and affiliates, including compliance with applicable federal securities laws. The firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

Each employee must certify upon acceptance of employment that he or she has received and read a copy of the Carson Management Company, LLC Code of Conduct and Ethics Policy. They must also agree to comply with the principles and standards set forth by CMC in the Code of Conduct and Ethics Policy.

Failure to abide by the Code of Conduct and Ethics standards will result in disciplinary sanctions, up to and including termination of employment.

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### **Participation or Interest in Client Transactions**

CMC is affiliated with the general partner of each limited partnership for which it provides management and administrative services. Each general partner has a material investment in its respective limited partnership. Additionally, qualified employees and affiliates of CMC may invest in these same limited partnerships. All investments are made in accordance with the CMC Code of Ethics.

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### **Personal Trading**

CMC's Code of Ethics includes policies and procedures for the review of securities transaction reports as well as annual securities holdings reports. All employees are now responsible for completing Quarterly and Annual Holdings Reports, not just ACCESS employees. Employees must either upload their quarterly brokerage statements to CMC's server for review or request duplicate copies of their statements be forwarded to Blue River Partners ("BRP"), CMC's outsourced compliance advisor, for review. CMC's Chief Compliance Officer is responsible for reviewing those statements on a quarterly basis. The CCO's personal brokerage statements are forwarded to BRP for review. Employees need not submit, however, quarterly or annual securities holdings reports if the information reported therein would be duplicative of information already included in account statements already received by and reviewed by CMC or BRP.

## Item 12 - Brokerage Practices

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CMC does not have any affiliation with any brokerage firms and does not select or recommend the services of a broker-dealer relative to its investment management services.

Broker-dealers, and their affiliates/employees may refer potential investors, clients or even possible investment opportunities to CMC. However, CMC does not direct commissions, fees or favorable transactions to these broker-dealers as compensation for such referrals.

## Item 13 - Review of Accounts

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### Periodic Reviews

Client reviews are performed by Monica Aughtry, Director Investor Relations and Analysis, Greg Giannini, Chief Financial Officer and Chief Compliance Officer and Katherine Smith, Director of Fund Accounting. These reviews include the monthly reconciliation of the Partnership's cash accounts, regular review of account transactions as they occur, and a quarterly review of the Partnership's transactions and quarterly valuation statements provided to the respective general partners by the Underlying Funds.

### Regular Reports

The Partnerships provide the following recurring and periodic reports to its partners:

**Capital Call Notice** – this is a personalized invoice notifying partners that a portion of their commitment is due.

**Investment Schedule** – this is a personalized commitment schedule provided to partners when there is a capital call or when there is a capital distribution.

**Estimate of Taxable Income** – this is a personalized schedule provided to partners at the end of the calendar year and again during the first week in April that includes important estimated tax information.

**Annual Audited Financial Statements** – these are provided to partners in each Partnership on an annual basis (within 180 days) in accordance with the terms of each Partnership's limited partnership agreement.

**IRS Schedule K-1s** – these are provided to partners as soon as possible after the end of the Partnership's fiscal year.

The Firm may provide other reports or information to limited partners upon request and/or pursuant to terms as may be agreed upon or outlined in the respective Funds' underlying governing documents.

## **Item 14 - Client Referrals and Other Compensation**

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CMC does not accept referral fees or any other form of remuneration from other professionals when a prospect or client is referred to or from them.

## **Item 15 - Custody**

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### **Account Statements**

CMC's Clients invest primarily in interests of privately-held limited partnerships, member interests in private limited liability companies and/or interests in non-public companies. Excess cash is held in separate accounts by reputable qualified custodians, such as national banks, which provide monthly statements to each Partnership, which are further reconciled back to each Partnership's cash ledger.

Each Partnership is audited on an annual basis by an independent certified public accounting firm, registered with the Public Company Accounting Oversight Board (PCAOB). A copy of the independent auditor's report is distributed to each individual investor in each Partnership within 180 days of the Partnership's fiscal year end.

## **Item 16 - Investment Discretion**

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### **Discretionary Authority**

As the contractual investment advisor to the Partnerships, CMC is granted the discretionary authority in the applicable offering and organizational documents and/or investment management agreements to determine which private equity funds or energy investments should receive commitments of Partnership capital.

## **Item 17 - Voting Client Securities**

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### **Proxy Votes**

As the contractual investment advisor to the Partnerships, CMC is granted the discretionary authority in the relevant organizational documents and/or investment management agreements to vote any and all proxies on behalf of the Partnerships.

CMC follows the proxy voting policy contained in CMC's Policies and Procedures manual. This procedure dictates that CMC evaluate all pertinent information related to the vote and vote the proxy in the manner that reflects the best interest of the Partnership, taken as a whole, and not for the benefit of any particular limited partner.

The procedure is overseen by the following team: the CEO, the Managing Director, the Director of Investor Relations and Analysis and the CCO. Information regarding proxy votes conducted by CMC and a copy of CMC's proxy voting policies and procedures are available upon request.

## **Item 18 - Financial Information**

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### **Financial Condition**

CMC's financial condition is sufficient so that it would not impair its ability to meet its continued commitments to manage the activities of its Clients. CMC receives its management fee quarterly in advance, payable on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year during the term of each Partnership's Management Services Agreement. CMC also has an annual audit performed by a national, independent certified public accountant.