

**FORM ADV PART 2A: FIRM BROCHURE**

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**March 30, 2021**

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**THIS BROCHURE PROVIDES INFORMATION ABOUT THE QUALIFICATIONS AND BUSINESS PRACTICES OF VICTORY PARK CAPITAL ADVISORS, LLC (“VPCA”), AVES CAPITAL MANAGEMENT, L.P. (“AVES”) AND RESPECTIVE AFFILIATES. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS BROCHURE, PLEASE CONTACT US AT (312) 701-1777. THE INFORMATION IN THIS BROCHURE HAS NOT BEEN APPROVED OR VERIFIED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (“SEC”) OR BY ANY STATE SECURITIES AUTHORITY.**

**ADDITIONAL INFORMATION ABOUT VPCA AND AVES IS ALSO AVAILABLE ON THE SEC’S WEBSITE AT [WWW.ADVISERINFO.SEC.GOV](http://WWW.ADVISERINFO.SEC.GOV).**

**VPCA AND AVES ARE INVESTMENT ADVISERS REGISTERED WITH THE SEC UNDER THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE “ADVISERS ACT”). HOWEVER, SUCH REGISTRATION DOES NOT IMPLY A CERTAIN LEVEL OF SKILL OR TRAINING.**

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## MATERIAL CHANGES

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There has been only one material change to VPCA's investment advisory business since the last annual update to VPCA's Brochure was filed on March 27, 2020. In 2020, Aves Capital Management, L.P. ("Aves"), an affiliate of VPCA, launched an investment advisory business that represents an evolution of the special opportunities investment strategy refined, executed and led by the Aves founder and his team while employed by VPCA. and has added relevant disclosures herein relating to this. Further, as part of this annual update to its Brochure, VPCA has made certain non-material revisions to the disclosure contained herein to clarify various aspects of VPCA's business operations. Current and prospective investors are urged to review this Brochure in its entirety.

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## ADVISORY BUSINESS

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VPCA was founded in 2007 and is principally owned by Richard Levy and Brendan Carroll. Aves, which is an affiliate of, and a “relying adviser” in relation to VPCA, is principally owned by Charles Asfour. As a “relying adviser,” in accordance with applicable SEC no-action letter guidance, Aves relies on the SEC registration of VPCA and operates as a single business together with VPCA.

VPCA and Aves act as discretionary investment advisers to several private investment funds (each, a “VPCA Fund,” or “Fund” and together with any future private investment fund to which VPCA, Aves or their respective affiliates provide investment advisory services, the “VPCA Funds” or the “Funds”), as disclosed in detail in VPCA’s Form ADV Part 1A filing with the SEC, and as described herein. VPCA also acts as a discretionary investment adviser to the UK Fund (as defined below) as well as a discretionary or non-discretionary investment adviser to insurance company clients referred to herein as the “Insurance Clients,” and described further below. Except as specifically noted otherwise, the disclosures in this Brochure relating to the VPCA Funds are generally intended to encompass the Insurance Clients and the UK Fund (the Insurance Clients and the UK Fund, together with the VPCA Funds, collectively the “Clients”).

As of the date hereof, VPCA or an affiliate thereof (including, but not limited to Aves) advises the following types of private investment funds on a discretionary basis:

- (i) a cluster of opportunistic private equity funds referred to herein as the “Private Equity Funds,” or “PE Funds”. The PE Funds include a private investment fund organized and regulated as a small business investment company (the “SBIC Fund”) and one or more opportunistic private funds advised by Aves; and
- (ii) a cluster of opportunistic private credit funds referred to herein as the “Financial Services Funds,” or “FS Funds.”

In addition to the VPCA Funds listed above, VPCA is an investment advisor to VPC Specialty Lending Investments PLC, a U.K.-based investment company listed on the Main Market of the London Stock Exchange (the “UK Fund”). Investment in the UK Fund generally is limited to non-U.S. persons, although a limited number of U.S. persons (who met the applicable investor sophistication tests) have been permitted to invest through a private placement. Similar to the FS Funds, the UK Fund is focused on opportunistic private credit opportunities in financial services and is subject to similar operational practices and risks as described herein.

The general partner (or equivalent thereof) of each VPCA Fund is affiliated with VPCA or Aves, as applicable (each, a “General Partner” and together with VPCA, Aves and their affiliated entities, the “Advisers”). Each General Partner, as a “relying SPV,” is registered under the Advisers Act pursuant to, and in reliance on, VPCA’s registration in accordance with SEC no-action letter guidance. This Brochure also describes the business practices of the General Partners, which operate as a single advisory business together with VPCA and Aves.

The SBIC Fund is licensed by the U.S. Small Business Administration (“SBA”) as a small business investment company (“SBIC”) under the Small Business Investment Act of 1958 and the regulations promulgated thereunder (the “SBIC Act”) to conduct the activities described under the SBIC Act. The SBIC Fund will have access to up to 2.0 times the amount of capital committed to the SBIC Fund by investors through the issuance of non-recourse debentures guaranteed by the SBA (“SBA Debentures”). As an SBIC, the SBIC Fund has the powers and responsibilities, and is subject to the limitations, provided in the SBIC

Act. The SBA has regulatory authority over the SBIC Fund as a licensed SBIC under the provisions of the SBIC Act. The SBIC Fund must maintain and file certain records including valuation guidelines, annual reports containing financial, management and other information, and file notices of certain material changes in its ownership and operations. The SBIC Fund is also subject to periodic examination by the SBA. Furthermore, the SBIC Fund is required to maintain certain minimum levels of capital.

The Advisers' activities for each VPCA Fund, the UK Fund and each Insurance Client (as defined below) are detailed in the applicable private placement memorandum, investment advisory agreement and limited partnership agreement, articles of association, or other operating or governing agreement, where applicable (the "Governing Documents"), and are further described below under "Methods of Analysis, Investment Strategies and Risk of Loss." Limited partners or shareholders, as applicable (each, an "Investor"), in the VPCA Funds generally participate in the overall investment program of the applicable Fund, although certain Investors in the VPCA Funds may be excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the relevant Governing Documents.

VPCA's and Aves' investment strategies for the VPCA Funds generally focuses on investing directly in the private credit and equity of small capitalization public and middle market private companies located primarily in the U.S., Latin America, Europe and Australia, although other locations may be possible. In particular, the VPCA Funds typically seek to provide direct financing to such companies that are in complex ("special") situations that may reduce the availability of traditional financing (the "Target Companies"). In the case of the FS Funds and the UK Fund, VPCA implements the foregoing investment strategy with a targeted focus on providing privately negotiated loans to lower middle market Target Companies operating across different sub-sectors within the financial services industry, including, but not limited to, sub- and near-prime unsecured consumer lending, small business financing, point-of-sale financing, online pawn, title lending, legal specialty finance, law firm funding and litigation finance (where investments are made in both pre- and post-settlement opportunities across consumer and commercial litigation, amongst other related matters). The FS Funds and the UK Fund may also invest in loans to individuals through financial services Target Companies.

Additionally, VPCA provides bespoke investment management solutions to insurance companies via discretionary and non-discretionary separately managed account relationships. On behalf of its Insurance Clients, VPCA targets investments across three verticals: (i) private loans (including middle market direct lending opportunities and private placement investments); (ii) structured products (including, but not limited to, CLOs, CMBs, ABSs, private securitizations and rated VPCA Fund structures; and (iii) real estate (including, but not limited to, commercial mortgage loans, ground leases and sale leasebacks). Insurance Clients may, from time to time, invest in Target Companies in which one more VPCA Funds have invested or are seeking to invest.

It should be noted that no investment strategy described herein is exclusive to a single investment advisory client (or cluster of investment advisory clients). As such, to the extent permissible under an investment advisory client's Governing Documents, and deemed consistent with such client's investment objectives, investment strategies and investment restrictions, VPCA may implement more than one investment strategy on behalf of such investment advisory client and, consequently, multiple investment advisory clients may have overlapping investment strategies and co-invest in one or more of the same Target Companies.

Further, from time to time, the Advisers may provide (or agree to provide) to certain investors or other persons (including the Insurance Clients), co-investment opportunities that will invest in certain financing opportunities and/or other investments alongside a Fund. Such co-investments typically involve investment and disposal of the relevant investment at the same time and on substantially the same terms as the VPCA Fund making the investment. However, from time to time, for strategic and other reasons, a VPCA Fund, or a co-investor or other co-invest vehicle, may purchase a portion of an investment from one or more

VPCA Funds after such VPCA Funds have consummated their investment, at fair market value in accordance with VPCA's related procedures (for example, in a post-closing sell-down or transfer). Any such purchase from a VPCA Fund generally occurs within a reasonable period of time after the VPCA Fund's completion of the investment and the purchaser, whether a VPCA Fund or other vehicle, generally will be required to pay the relevant VPCA Fund for related costs.

The Advisers have discretionary investment authority over the assets of the VPCA Funds and the UK Fund. As noted above, VPCA has non-discretionary authority over the assets of certain Insurance Clients and discretionary authority over the assets of other Insurance Clients.

As of December 31, 2020, the Advisers collectively managed \$3,134,956,600 of client assets on a discretionary basis and \$6,209,401 of client assets on a non-discretionary basis.

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## FEES AND COMPENSATION

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The Advisers receive both asset-based and performance-based compensation from their respective Clients. The amount of the management fees is determined in accordance with the terms of the Governing Documents for each and summarized below. Investors across these arrangements also bear certain expenses.

### **Management Fees**

As specified in the relevant Governing Documents, each Client will pay an Adviser, quarterly in advance or monthly in arrears (as specified therein), a management fee (the "Management Fee") equal to a specified percentage of either (i) capital commitments ("Commitments"), (ii) invested capital, (iii) unreturned acquisition cost of the investments, or (iv) the net asset value. For certain VPCA Funds, the Management Fee will be reduced and will equal a specified percentage of (i) the aggregate cost of portfolio investments plus the aggregated amount of unapplied waived Management Fee, as reduced by (ii) permanent write downs and distributions constituting returns of capital, generally upon the earliest to occur of (a) the end of the investment period of such VPCA Fund, (b) the date on which an Adviser begins to accrue fees from a similar but successive VPCA Fund and (c) certain key person events, in each case, as specified in the relevant Governing Documents. The Management Fee generally will be payable until all portfolio investments are distributed or until the applicable Adviser's relationship with the Client is terminated for other reasons (as described in the relevant Governing Documents). Installments of the Management Fee payable for any period other than a full quarterly period are adjusted on a pro rata basis according to the actual number of days in such period. The management fees payable by an Insurance Client are negotiated on a client-by-client basis and set forth in the relevant investment advisory agreement and/or other Governing Documents relating to each such Insurance Client.

In addition to Management Fees and carried interest, an Adviser may be paid certain supplemental fees ("Supplemental Fees") in connection with providing services to a Client, portfolio company or prospective portfolio company, including directors' fees, closing fees, investment banking fees, placement fees, commitment fees, break-up fees, litigation proceeds from transactions not consummated, monitoring fees, consulting fees and other similar fees. Supplemental Fees generally are paid to an Adviser by the relevant portfolio company, and Supplemental Fees received by an Adviser are applied to offset the Management Fee. To the extent that such an offset credit would reduce the Management Fee for a given quarterly period below zero, the credit will be carried forward for future application against Management Fees payable; and if a credit remains upon liquidation a payment will be made crediting limited partners unless a limited partner has elected to waive such amount (e.g., where an adverse tax consequence may result).

Certain Governing Documents permit an Adviser to waive or agree to reduce the Management Fee in respect of a VPCA Fund investor. Certain waived portions of the Management Fee generally are treated by each relevant Governing Document as a deemed capital contribution by the relevant General Partner, which is effectively invested in the relevant VPCA Fund on such General Partner's behalf, and operates to reduce the amount of capital such General Partner would otherwise be required to contribute to the relevant VPCA Fund. The limited partners of any such VPCA Fund may be required to make a *pro rata* contribution according to their respective Commitments to fund any contribution that would otherwise be required of an Adviser in connection with any such waiver or reduction as described above and, as a result, the exercise of such waiver may result in an acceleration (or delay) of investor capital contributions. Waived or reduced Management Fees are not subject to the Management Fee offsets described above, and the amount of such waived or reduced Management Fees has the potential to be significant. Due to waived or reduced Management Fees by an Adviser and/or the timing of receipt of compensation subject to offsets (as described above), it is possible that Management Fee offsets will not be fully realized by investors in a VPCA Fund, resulting in a net additional benefit to the applicable Adviser.

### **Performance-Based Compensation**

The Advisers also receive performance-based compensation from the VPC Funds, UK Fund and some Insurance Clients, as compensation for management activities, as set forth in the relevant Governing Documents. The Advisers are entitled to receive carried interest distributions or performance fees equal to a specified percentage of realized profits from portfolio investments. Where applicable, any carried interest due to the Advisers is determined after the investors in the applicable Client have received distributions in an amount equal to their aggregate unreturned capital contributions (or in some cases, a single portfolio investment), plus a "preferred return" (compounded annually) on such unreturned capital contributions, where applicable (however, the UK Fund and certain other VPCA funds, including the VPC Specialty Lending (NE) funds, are allocated an annual performance allocation on the basis of realized and unrealized investments above a hurdle).

With respect to any remaining amounts to be distributed after these amounts have been distributed to the investors, the Adviser generally will be entitled to receive (i) first, a "catch-up" distribution with respect to the preferred return paid to the investors (as described above), such that the Adviser receive an amount that is a specified percentage of the profit, as specified in the relevant Governing Documents, and (ii) thereafter, will receive a specified percentage of any distributable amounts (with the remaining being distributed to the investors). The carried interest with respect to a Client generally is subject to a "clawback" to the extent amounts previously distributed to the applicable Adviser exceed the aggregate amount due to such Adviser as its carried interest on a cumulative basis over the life of such investment. The performance-based compensation (if any) that VPCA is entitled to receive from an Insurance Client is negotiated on a client-by-client basis and is set forth in the investment advisory agreement and/or other Governing Documents relating to such Insurance Client.

### **Other Information**

The Advisers may exempt certain investors from payment of all or a portion of management fees and/or carried interest, including the Advisers and any other person designated by the Advisers. Any such exemption from fees and/or carried interest may be made by a direct exemption, a rebate by an Adviser and/or its affiliates, or through other VPCA Funds which co-invest with a VPCA Fund. For example, in instances where a VPCA or Aves professional or its affiliate invests in a VPCA Fund, such professional or its affiliate generally will be exempt from payment of the management fee and carried interest with respect to such Fund. Additionally, to the extent permitted by the relevant Governing Documents, certain Advisers may have the right to permit investors, affiliated with an Adviser or otherwise, to invest through the relevant General Partner or other vehicles that do not bear management fee or carried interest.

The Clients generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the relevant Governing Documents (including the investment management agreements between VPCA and its Insurance Clients, in the case of the Insurance Clients), over the term of the relevant Client, and investors in the VPCA Funds generally are not permitted to withdraw or redeem their interests in such entities.

Principals or other current or former employees of VPCA or Aves may receive a portion of the management fee, carried interest or other compensation received by VPCA, Aves or their respective affiliates.

*Expenses.* The Clients incur expenses in connection with the Advisers' advisory services. Each VPCA Fund and UK Fund have incurred legal and organizational expenses in connection with its formation and initial offering, which will be borne by the applicable fund (and, therefore, indirectly by its investors). Subject to variations in a Governing Documents, each Client will also bear ongoing expenses that generally include the following: (i) all costs, expenses, liabilities and obligations attributable to structuring, organizing, acquiring, managing, monitoring, operating, holding, valuing, winding up, liquidating, dissolving and disposing of investments (including interest on money borrowed, loan administration fees and expenses, registration expenses and brokerage, finders', custodial and other fees), (ii) private placement fees, sale commissions, appraisal fees, brokerage fees, underwriting commissions and discounts, legal, investment banking, auditing, consulting, financing, accounting, custodian, depositary, trustee, record keeping, valuation, administration, information services, insurance (including directors and officers and errors and omissions liability insurance), travel, litigation and indemnification costs and expenses, judgments and settlements, finders', financing, filing, expenses incurred in connection with any amendments to the constituent documents, expenses incurred in connection with the dissolution, liquidation and final winding-up of the fund and other fees and expenses (including expenses associated with the preparation or distribution of financial statements, tax returns and Schedule K-1s or any other administrative, regulatory or other fund-related reporting or filing), (iii) expenses of an advisory committee (iv) all costs, expenses, liabilities and obligations incurred on behalf of the Client or its general partner relating to investment and disposition opportunities not consummated (including legal, accounting, auditing, insurance, travel, consulting, finders', financing, appraisal, filing, printing, real estate title, survey and other fees and expenses), (v) all out-of-pocket fees and expenses incurred on behalf of the Client, or its general partner in connection with the annual and other periodic (if any) meetings of the limited partners and any other conference or meeting with any limited partner(s), (vi) the management fee, (vii) any taxes, fees and other governmental charges levied against the Client (except to the extent that the Client is reimbursed or such tax, fee or charge is treated as having been distributed to the limited partners, (viii) placement fees, (ix) any and all reasonable costs and expenses incurred in connection with the promotion of the Client's reputation and visibility for the benefit of the fund, (x) costs and expenses that are classified as extraordinary expenses under GAAP, and (xi) all costs and expenses incurred in connection with the organization, management, operation and dissolution, liquidation and final winding-up of any alternative investment vehicles.

The Advisers and their respective personnel can be expected to receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of the Clients that will neither be subject to an offset against any management fees payable to the Client nor will otherwise be shared with the Clients and/or portfolio companies. For example, airline travel or hotel stays incurred or account expenses typically result in cash rebates, "miles," "points" or credit in loyalty/status programs, and such benefits and/or amounts will, whether or not de minimis or difficult to value, be retained by an Adviser and/or such personnel (and not the Clients and/or portfolio companies) even though the cost of the underlying service is borne by the Clients and/or portfolio companies.

Expenses payable by an Insurance Client are negotiated on a client-by-client basis and set forth in the investment advisory agreement and/or other Governing Documents relating to such Insurance Client.



*Supplemental Fees.* In connection with the investments of the Clients, Supplemental Fees may be paid to an Adviser or one or more of its affiliates by the Target Company or other third parties. Such Supplemental Fees may be retained in full by such Adviser or such affiliates. The receipt of Supplemental Fees and other compensation by an Adviser and its affiliates in connection with investments made by Clients creates a potential conflict of interest, as it could be seen as providing an incentive for an Adviser to cause its Clients to make investments they would not otherwise make, or for structuring investments for the purpose of helping an Adviser and/or its affiliates obtain fee compensation at the expense the deal terms accorded to Clients. To help mitigate this potential conflict of interest, the Advisers and their respective affiliates have agreed with certain Clients that the Supplemental Fees received by such Advisers or their respective affiliates may offset, in whole or in part, other compensation due to the Advisers (e.g., the Management Fee) from such Clients, as described above.

*Investors and prospective investors should carefully review the Governing Documents of the applicable Client for further information about the fees and expenses charged to investors. Any disclosures herein are qualified in their entirety by, and subject to, the comparable provisions set forth in such Governing Documents. Such documents are available only to current investors or prospective investors who are eligible to invest in such entities, as determined in the sole discretion of the Advisers. Additionally, for disclosure relating to the Advisers' practices relating to allocating expenses to multiple clients, for those expenses shared by such clients, see the sub-section titled "Conflicts of Interest" under "Methods of Analysis, Investment Strategies and Risk of Loss" below.*

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## **PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

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As described under "Fees and Compensation," the Advisers receive carried interest or performance fees on certain profits related to the Clients. The VPCA Funds and UK Fund are all subject to carried interest or performance-based fees and the Insurance Clients may be subject to these same fees on a case by case basis, although the Advisers may waive such compensation with respect to certain affiliates or other persons. The Advisers' policies are designed to ensure that all Clients are treated fairly and equitably in connection with the allocation of investment opportunities and to prohibit allocation of investments to a Client solely on the basis that an Adviser has a higher potential to earn carried interest or other performance-based compensation.

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## **TYPES OF CLIENTS**

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The Advisers provides investment advice primarily to; (i) private investment funds operated by the Advisers or their affiliates; (ii) the UK Fund and (iii) the Insurance Clients. The VPCA Funds include investment limited partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in the Funds may include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, principals or other employees of the Advisers and their respective affiliates and members of their families, or other service providers retained by the Advisers. As noted above, the Insurance Clients are insurance companies. Further, as noted above, the UK Fund is a U.K.-based investment company listed on the Main Market of the London Stock Exchange. Investment in the UK Fund generally is limited to non-U.S. persons, although a limited number of U.S. persons (who met applicable investor sophistication tests) have been permitted to invest through a private placement.

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## METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

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The Advisers' investment program for the PE Funds focuses on assembling a portfolio of credit and equity investments in small-capitalization public and lower middle market private companies, primarily in the U.S. The Advisers will concentrate on investments that offer collateral protection in downside scenarios while generating current yield through receipt of ongoing interest payments and significant equity participation through both control and non-control ownership positions in the Target Company.

In addition, VPCA's investment program for the FS Funds and the UK Fund primarily focuses on providing capital to lenders in the financial services sector, including (i) directly, by making privately negotiated loans to lower middle market companies operating within various sub-sectors (*e.g.*, sub- and near-prime unsecured consumer lending, small business financing, point-of-sale financing, online pawn, title lending, legal specialty finance, law firm funding and litigation finance, and/or (ii) indirectly, through the purchase of loans and/or related securities originated by various financial services portfolio companies. The FS Funds and the UK Fund primarily lend to U.S., Latin American, European-based and Australian-based companies, although other locations are also possible. VPCA believes the financial services sector strategy is a natural complement to the broader credit strategy employed by other VPCA Funds.

### Investment Strategies

*Private Equity.* The Advisers seeks to invest in Target Companies that the Advisers believe have the potential for value enhancement as a result of improving economic conditions, operational inefficiencies or prior mismanagement. The Advisers will select Target Companies that satisfy certain criteria selected by the Advisers. These criteria may include (but are not limited to):

- Cooperative and competent management team
- Sustainable business model with stable and/or improving operational results
- An attractive position in the capital structure, strong collateral available, and/or other structural protections to mitigate downside risk
- Potential for equity participation in the Target Company or additional upside in the value of the investment

The Advisers' clients will invest primarily in privately sourced and negotiated opportunistic credit and preferred equity instruments that the Advisers believe will provide their clients with an attractive structured return, while also seeking to generate additional upside for its clients through various exposures to the common equity of the Target Company (which may include the use of securities that are "convertible" from credit instruments to equity and/or credit for equity swaps). The Advisers' investments may include various types of credit structures, such as senior secured loans, bridge loans, convertible loans, specialty loans and debtor-in-possession financings. The Advisers may also invest in control or minority equity investments on behalf of their Clients.

After making an investment, the Advisers will place considerable focus on active, value-added monitoring and risk management. The Advisers may use various techniques in an effort to enhance the value of the investment, which may include corporate finance and business development initiatives, investor introductions and, when deemed necessary, an active operational role through board representation or observer rights.

*Opportunistic Credit.* The FS Funds' and UK Fund's senior secured credit strategy is focused on providing opportunistic credit solutions across select investment verticals and related sub-sectors, while also seeking

to leverage the Advisers' expertise in originating, underwriting, and opportunistically purchasing asset-intensive credit investments at strategic entry points to drive value creation for the businesses. The investment strategy is asset intensive with a focus on targeting a diverse pool of assets that offer capital protection and income generation with an attractive net cash on cash return.

The foregoing opportunistic credit strategy focuses on making highly structured senior secured investments in companies that generate income while preserving capital and seek to offer attractive return diversification benefits with low correlation to most traditional and alternative asset classes. Target loans are primarily privately originated and non-syndicated and seek strict contractual protections, enforced covenants and typically board observation rights. Investments target all borrowers, including large balance sheet and emerging companies that require capital to expand and grow. Additionally, the foregoing strategy seeks to focus on making investments that are asset-backed and structured with significant overcollateralization and credit enhancement to attempt to minimize loss. The loans are secured via liens on the collateral and/or equity pledges on the corporate entity which provide multiple avenues of structural protection.

The Advisers believe that this opportunistic strategy provides efficient access to a scalable asset class with significant growth potential and offers attractive risk-adjusted and uncorrelated returns with minimal loss rates and strong structural protections. Commercial banks are in regulatory retreat from lending to small and middle market companies, therefore the Advisers believe that many credit-worthy borrowers are unable to secure funding from traditional lenders. This liquidity shortage and corresponding rise in demand for alternative financing solutions potentially will provide (i) attractive investment opportunities for non-traditional lenders, and (ii) more negotiating power with respect to investment terms, potentially translating into a more favorable risk/reward profile for investors. The Advisers have opportunistically invested across these assets for more than a decade and believes their experience as credit providers with a specialization in asset-backed lending presents an attractive opportunity in this underserved market.

*Insurance Services:* VPCA provides bespoke investment management solutions to the Insurance Clients. On behalf of its Insurance Clients, VPCA targets investments across three verticals: (i) private loans (including middle market direct lending opportunities and private placement investments); (ii) structured products (including, but not limited to, CLOs, CMBSs, ABSs, private securitizations and rated VPCA Fund structures; and (iii) real estate (including, but not limited to, commercial mortgage loans, ground leases and sale leasebacks).

### **Investment Process.**

The Advisers may receive information about prospective investment opportunities from a number of sources, which may include opportunities presented to the Advisers directly by Target Companies or by third-party investment bankers. Potential investment opportunities are reviewed by the Advisers, generally on a weekly basis.

When the Advisers identify a prospective investment, it will conduct an initial company, industry, business, financial and asset evaluation by utilizing a combination of the Advisers' own proprietary processes, public filings and industry research, as well as speaking with current investors, customers, suppliers and/or other related parties. The Advisers' will subsequently evaluate the levels of tangible and intangible collateral value available to secure any loan made to the Target Company.

The Advisers' also intend to assess each investment opportunity in relation to the portfolio construction of its clients in an effort to ensure that the transaction size and industry exposure fits within such client's investment strategy and targeted allocations, as applicable. The AdvisersA will construct its investments with liquidity terms that it believes are appropriate for the specific Target Company's strategy.

Prior to completing an investment, the Advisers will conduct due diligence with a focus on ongoing collateral, operational and financial monitoring, which is important to managing risk over the life of the investment. Third-party due diligence is used to supplement and verify the Adviser's in-house due diligence. The Advisers will establish the structure, the covenants, reporting and examination requirements applicable to the Target Company in an effort to continually gauge the financial health of the Target Company.

*Investors and prospective investors should carefully review the offering (if any) and governing documents of the applicable VPCA Fund or other Client for further discussion of its investment objective and strategy.*

### **Certain Risk Factors Generally Applicable to Clients**

The identification of attractive investment opportunities is difficult and involves a significant degree of uncertainty. Prospective investors should consider the following risks before engaging an Adviser to manage their accounts or investing in a VPCA or AVESFund.

*Business Risks.* The Adviser's investment portfolio may consist primarily of investments in privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

*Market Conditions.* Any material change in the economic environment, including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates could have a negative impact on the performance and/or valuation of the VPCA Funds and their investment portfolios. The VPCA Funds' performance can be affected by deterioration in public markets and by market events, such as, in recent years, the onset of the credit crisis in the summer of 2007 or the downgrading of the credit rating of the United States in 2011. Movements in foreign exchange rates may adversely affect the value of investments in securities and the performance of one or more VPCA Funds. The value of publicly traded securities may be volatile. The impact of market and other economic events may also affect a VPCA Fund's ability to raise funding to support its investment objective and also the level of profitability achieved on realizations of investments.

*Nature of the Advisers' Investments.* The Advisers will invest in a variety of credit and equity securities on behalf of its clients. Typically, these investments are senior secured; however, in some instances, the Advisers may invest in unsecured junior debt or structured equity subordinated to substantial amounts of senior indebtedness, all or a significant portion of which may be secured. In addition, these securities may not be protected by financial covenants or limitations upon additional indebtedness and may have limited liquidity. Credit instruments are also subject to other creditor risks, including (i) the possible invalidation of an investment transaction as a "fraudulent conveyance" under relevant creditors' rights laws, (ii) so-called lender liability claims by the issuer of the obligations and (iii) environmental liabilities that may arise with respect to collateral securing the obligations.

A portion of the Advisers' investments will be in equity or equity-related investments which by their nature involve business, financial, market and/or legal risks. While such investments offer the opportunity for significant capital gains, they also involve a high degree of risk that can result in substantial losses. There can be no assurance that the Advisers will correctly evaluate the nature and magnitude of the various factors that could affect the value of such investments. Prices of the investments may be volatile, and a variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of the Advisers' activities. As a result, the Advisers' performance over a particular period may not necessarily be indicative of the results that may be expected in future periods.

Some of the companies in which the Advisers will invest are expected to employ considerable leverage, including leverage provided by the Advisers' clients (such as the VPCA Funds and UK Fund), a significant portion of which may be at floating interest rates. To the extent a VPCA client is a subordinate lender or equity investor, the leveraged capital structure of portfolio companies will increase the exposure of such client's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates. The Advisers' investments may be among the most junior financing in a portfolio company's capital structure. If a Target Company is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the principal amount of a Client's subordinated debt investment may be at significant risk, and the value of the equity portion of the Client's investment in that company may be significantly reduced or eliminated.

Clients may co-invest in a company with financial, strategic or other third-party investors. Such investments will involve additional risks not present in investments where a third party is not involved, including the possibility that the co-investor may have interests or objectives that are inconsistent with those of a Client or may be in a position to take action contrary to an Adviser's investment objectives. In addition, Clients may in certain circumstances be liable for actions of its third party co-venturers or partners.

Companies in which the Advisers invest may be subject to contingent liabilities. These liabilities may be material and may include liabilities associated with pending litigation, regulatory investigations or environmental actions, among other things. To the extent these liabilities are realized, they may materially adversely affect the value of a portfolio company. In addition, if a Client has assumed or guaranteed these liabilities, the obligation would be payable from the assets of such client (which may include unfunded capital commitments of investors, where applicable). In connection with the disposition of an investment in private securities, the seller may be required to make representations about the business and financial affairs of the company typical of those made in connection with the sale of a business. The seller also may be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate. These arrangements may result in liabilities that must be satisfied by Clients (and investors therein).

The Advisers are likely to make minority equity investments in companies. Such companies may have economic or business interests or goals that are inconsistent with those of Clients, and such clients may not be in a position to limit or otherwise protect the value of their investment in the companies, although as a condition of making such investments, it is expected that appropriate shareholder rights generally will be sought to protect the Clients' investments. The Advisers and their respective clients' control over the investment policies of the companies also will be limited.

*Non-Payment of Principal and Interest; Adequacy of Collateral.* A VPCA Fund's investments are subject to the risk of non-payment of scheduled interest or principal by the borrowers with respect to such investments. Such non-payment would likely result in a reduction of income to the VPCA Fund and a reduction in the value of the loans experiencing non-payment. Although a VPCA Fund may make investments that the General Partner believes are secured by specific collateral, there can be no assurance that the liquidation of any such collateral would satisfy the borrower's obligation in the event of non-payment of scheduled interest or principal payments with respect to such investment, or that such collateral could be readily liquidated. In addition, in the event of bankruptcy of a borrower, the VPCA Fund could experience delays or limitations with respect to its ability to realize the benefits of the collateral securing an investment in a portfolio company. Under certain circumstances, collateral securing an investment in a portfolio company may be released without the consent of the VPCA Fund. Moreover, a VPCA Fund's security interests may be unperfected for a variety of reasons, including the failure to make required filings by lenders and, as a result, the VPCA Fund may not have priority over other creditors as anticipated.

*Prepayment of Investments.* While an investment may have a stated maturity, borrowers may prepay their loans prior to such maturity. Early prepayment, particularly by good credits, reduces a VPCA Fund's opportunity to make long-term compounded returns. Later prepayment, particularly by weaker credits, can tie up the VPCA Fund's capital in investments which may have a greater risk of default. Either way, the shortening or lengthening of the holding period may prevent a VPCA Fund from realizing its projected returns.

*Direct Lending.* Clients may provide direct lending to portfolio companies. The Advisers' success in achieving their investment objectives will depend heavily on its analyses of these potential borrowers' creditworthiness. The Advisers' investment strategies generally focus on small-capitalization public and lower middle market private companies that may have little or no track record, so there can be no assurance that the Advisers can accurately determine the creditworthiness of such borrowers. The Advisers' performance could be adversely affected if a borrower defaults on its loan payments. If a promissory note or other credit instrument were to become subject to such an event of default, Clients may incur significant expenses in exercising their rights as a secured or unsecured creditor that will adversely affect the value of their investment. Alternatively, upon an event of default, the Advisers may choose to enter into negotiations or restructuring of a borrower's loan which may entail, among other things, a substantial reduction in the interest rate and/or a substantial write down of the principal of the loan, each of which could have a material adverse effect on Clients.

The Advisers are typically not restricted from making second lien, mezzanine, subordinated or unsecured loans on behalf of Clients. When a borrower defaults on an unsecured loan the lender's only recourse against the borrower is generally to accelerate the loan and enter into costly litigation to recover the outstanding principal and interest. There is no assurance that such litigation would result in full repayment of the loan. Also, see "*Second Lien Loans*," "*Mezzanine Loans*," and "*Subordinated Loans*" below.

*Fraud.* Of key concern in loan and other debt investing is the possibility of material misrepresentation or omission on the part of the issuer. Such inaccuracy or incompleteness may adversely affect the valuation of a VPCA Fund's investments. A VPCA Fund will rely upon the accuracy and completeness of representations made by issuers to the extent the General Partner's principals believe to be reasonable, but cannot guarantee such accuracy or completeness. Under certain circumstances, payments to a VPCA Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

*Lender Liability Considerations and Equitable Subordination.* In recent years, a number of judicial decisions in the United States have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories, including equitable subordination (collectively termed "Lender Liability"). Generally, Lender Liability is founded upon the premise that the institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower. A VPCA Fund, as a creditor, may be subject to allegations of Lender Liability. Furthermore, a VPCA Fund may be unable to control the conduct of the lenders under a loan syndication agreement requiring less than a unanimous vote, yet the VPCA Fund may be subject to Lender Liability for such conduct.

In limited cases, courts have subordinated the claim of a lender against a borrower to claims of other creditors of the borrower especially when the lending institution is found to have engaged in unfair, inequitable or fraudulent conduct. Because of the nature of certain of a VPCA Fund's investments, the VPCA Fund could be subject to claims from creditors of an issuer of a debt instrument in the VPCA Fund's investment portfolio that such debt instrument should be equitably subordinated. As indicated above with respect to claims of Lender Liability, a VPCA Fund could be subject to such a claim based upon the conduct of others, such as lenders in a syndicate, over which it did not have control.

*Second Lien Loans.* The loans originated or acquired by Clients may include second lien loans. Second lien loans are subject to the same risks associated with loans in general described above under “— *Direct Lending.*” However, second lien loans are subordinate in right of payment to one or more senior secured loans of the related borrower and therefore are subject to additional risk that the cash flow of the related borrower and the property securing the loan may be insufficient to repay the scheduled payments to the lender after giving effect to any senior secured obligations of the related borrower. Second lien loans are also expected to be a more illiquid investment than senior secured loans for such reason. There also is less likelihood that the Advisers will be able to sell participations in second lien loans that they originate or acquire on behalf of Clients, which would expose Clients to increased risk.

*Subordinated Loans.* The loans originated or acquired by the Advisers on behalf of Clients may include subordinated loans, including loans subordinate to other Clients. Subordinated loans are subject to the same risks associated with loans in general described above under “—*Direct Lending.*” However, because subordinated loans represent the most subordinated class of a borrower’s debt structure and are expected to be unsecured, subordinated loans represent a highly leveraged investment in the borrower which (aside from equity) suffers the greatest risk of loss including a risk of loss of the entire investment. Subordinated loans are also expected to be particularly illiquid investments. There can be no assurance that the Advisers will be able to sell participations in subordinated loans that they acquire on behalf of Clients, which would expose Clients to increased risk.

*Mezzanine Loans.* The loans originated or acquired by the Advisers on behalf of Clients may include mezzanine loans. Mezzanine loans are subject to the same risks associated with loans in general described above under “—*Direct Lending.*” However, mezzanine loans are not a senior secured obligation of the related borrower and may be unsecured, and therefore are subject to the additional risk that the cash flow of the related borrower and the property securing the loan (if any) may be insufficient to repay the scheduled payments to the lender after giving effect to any senior obligations of the related borrower. Mezzanine loans are also expected to be highly illiquid investments. There can be no assurance that the Advisers will be able to sell participations in mezzanine loans that they originate or acquire, on behalf of Clients, which would expose Clients to increased risk. Mezzanine loans originated or acquired by Clients will be subject to certain additional risks to the extent that such loans may not be protected by financial covenants or limitations upon additional indebtedness.

*Special Situations.* Clients may invest in (or lend to) companies involved in or undergoing work-outs, liquidations, spin-offs, reorganizations, bankruptcies or other catalytic changes or similar transformative transactions. Such investments may include debtor-in-possession financing. In any investment opportunity involving any such type of special situation, there exists the risk that the contemplated transaction either will be unsuccessful, will take considerable time or will result in a distribution of cash or a new security with a value less than the purchase price of the security or other financial instrument in respect of which such distribution is received. Similarly, if an anticipated transaction does not in fact occur, a Client may be required to sell its investment at a loss. Because there is substantial uncertainty concerning the outcome of transactions involving financially troubled companies in which Clients may invest, there is a potential risk of loss by a Client of its entire investment in such companies.

*Preferred Stock and Convertible Instruments.* The Advisers may invest in preferred stocks and convertible instruments on behalf of Clients. In the case of preferred stocks, holders are often entitled to receive fixed dividends from the issuer, and their claim on the issuer’s income and assets ranks before that of holders of common stock, but after that of creditors. The Advisers may also invest in convertible securities and warrants on behalf of Clients. Convertible securities are generally debt or preferred stock securities that may be converted at either a stated price or a stated ratio into underlying shares of common stock. Warrants are securities that permit their owners to purchase a specific number of stock shares at a predetermined price in the future.

There are specific risks associated with preferred investments. An issuer typically may redeem its preferred securities at predetermined redemption prices. Any such redemption may negatively impact a client's performance if redemption proceeds from redeemed investments cannot be reinvested in securities paying comparable rates of return. Generally, holders of preferred investments have no or very limited voting rights with respect to the issuer. The holders may be negatively impacted if they have no input into the manner in which the issuer is conducting its business and the securities are illiquid, making it difficult for the holders to divest themselves of the securities. The dividends from a preferred investment could be non-cumulative, meaning that at any given time, the holder would only have a claim for the dividends of the immediate period, not past periods during which the issuer did not have sufficient earnings to pay dividends.

Preferred securities are typically subordinated to bonds and other debt instruments of the issuer and therefore are subject to greater credit risk than such securities, meaning that there is a risk that the investment will decline in price or the issuer will fail to make a dividend or interest payment when due because of a degradation in its financial status. Preferred investments also are subject to interest rate risk.

*Investments in Lower Middle Market Private Companies.* Investments in lower middle market companies such as those the Advisers target, while often presenting greater opportunities for growth also entail larger risks than are customarily associated with investments in large companies. Medium-sized companies may have more limited product lines, markets and financial resources, and may be dependent on a smaller management group. As a result, such companies may be more vulnerable to general economic trends and to specific changes in markets and technology. In addition, future growth may be dependent on additional financing, which may not be available on acceptable terms when required. Furthermore, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which may make realizations of gains more difficult, by requiring sales to other private investors. In addition, the relative illiquidity of private equity investments generally, and the somewhat greater illiquidity of private investments in small- and medium-sized companies, could make it difficult for the Advisers to react quickly to negative economic or political developments.

*Investments in the Financial Services Industry.* Certain Clients implement VPCA's proprietary investment strategy with a focus on portfolio companies operating across different sub-sectors of the financial services industry. Investments in the financial services industry are subject to various industry specific risks (including additional risks related to the various segments of the financial services industry). Specifically, various segments of the financial services industry are (or may become) highly regulated at both the federal and state levels in the United States (including as a result of the Consumer Financial Protection Bureau) and internationally and subject to frequent regulatory changes. While such investment advisory clients intend to make investments in companies that comply with relevant laws and regulations, certain aspects of their operations may not have been subject to judicial or regulatory interpretation. An adverse review or determination by any one of such authorities, or an adverse change in the regulatory environment or requirements, could have a material adverse effect on the operations of the companies in which such Clients invest.

*Limited Secondary Market and Liquidity.* There is currently no formal secondary market operated by any of the financial services portfolio companies through which the FS Funds and UK Fund may invest in relation to the sale of whole loans. There is currently very limited liquidity in the secondary trading of these investments. Until an active secondary market develops, the Company will primarily adhere to a "lend and hold" strategy and will not necessarily be able to access significant liquidity. In the event of adverse economic conditions in which it would be preferable for FS Funds and UK Fund to sell certain of its assets, the FS Funds and UK Fund may not be able to sell a sufficient proportion of its portfolio as a result of liquidity constraints. In such circumstances, the overall returns to the FS Funds and UK Fund from its investments may be adversely affected.



*Risks Associated with Financial Services Portfolio Company Credit Scoring Models.* A prospective borrower is assigned a loan grade by a financial services portfolio company based on a number of factors, including the borrower's credit score and credit history. Credit scores are produced by third-party credit reporting agencies based on a borrower's credit profile, including credit balances, available credit, timeliness of payments, average payments, delinquencies and account duration. This data is furnished to the credit reporting agencies by the creditors. A credit score or loan grade assigned to a borrower member by a financial services portfolio company may not reflect that borrower's actual creditworthiness because the credit score may be based on outdated, incomplete or inaccurate reporting data. Additionally, it is possible that, following the date of any credit information received, a borrower may have defaulted on a preexisting debt obligation, taken on additional debt or sustained other adverse financial or life events.

*Difficulty of Locating Suitable Investments.* Clients must rely upon the Advisers' ability to identify, structure and implement investments consistent with Clients' investment objectives and policies. There can be no assurance that there will be a sufficient number of suitable investment opportunities to enable the Advisers to invest all of their Clients' committed capital in opportunities that satisfy their investment objectives, or that such investment opportunities will lead to consummated investment transactions on behalf of such clients. Identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. Clients will compete for the acquisition of investments with many other investors, some of which will have greater resources than the Advisers. Such competitors may include other private investment funds as well as individuals, financial institutions and other institutional and strategic investors. Further, there can be no assurance that the Advisers will correctly evaluate the nature and magnitude of the various factors that could affect the value of Clients' investments. A variety of factors that are inherently difficult to predict, such as domestic or international economic and political developments, may significantly affect the results of the Advisers' activities and the value of Clients' investments.

*Illiquidity; Lack of Current Distributions.* An investment in a VPCA Fund should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a VPCA Fund (including the management fee payable to the General Partner) may exceed its income, thereby requiring that the difference be paid from the VPCA Fund's capital, including, without limitation, unfunded commitments.

*Restricted Nature of Investment Positions.* Generally, there will be no readily available market for a VPCA Fund's investments, and hence, most of the VPCA Fund's investments will be difficult to value. Certain investments may be distributed in kind to the partners.

*Unseasoned Issuers.* The Advisers may invest a portion of its clients' assets with unseasoned issuers, some of which may have been in operation for only a few years or less. The risks of investing in such companies are generally greater than investments in more established companies or opportunities. Some unseasoned issuers may be new or relatively new and have little or no operating history upon which their performance can be evaluated.

*Portfolio Concentration.* Clients' investment portfolios may include a small number of large positions. While this portfolio concentration may enhance total returns to the clients, if any large position has a material loss, then returns to the clients may be lower than if they had invested in a well-diversified portfolio.

*Non-U.S. Investments.* A VPCA Fund may invest in portfolio 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 risks 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 VPCA Fund), 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 VPCA Fund and/or the partners with respect to the VPCA Fund's income, and possible non-U.S. tax return filing requirements for a VPCA Fund and/or the partners.

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; (iv) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (v) civil disturbances; (vi) government instability; and (vii) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

*Projections.* Projected operating results of a company in which a VPCA Fund invests normally will be based primarily on financial projections prepared by each company's management. In all cases, projections are only estimates of future results that are based upon information received from the company and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

*Uncertain Exit Strategies.* The Advisers will be unable to predict with confidence what, if any, exit strategy will ultimately be available for many of their Clients' investments. Exit strategies which appear to be viable when an investment is initiated may be precluded by the time the Advisers decide to dispose of such investment due to economic, legal, political or other factors. The success of the Advisers investment strategies depend on their ability to successfully exit, and thereby realize the value of, a significant number of its investments on behalf of Clients.

*Provision of Managerial Assistance and Control.* The Advisers may structure investments for certain Clients so that they will be considered venture capital operating companies ("VCOC") within the meaning of the U.S. Department of Labor regulations under the Employee Retirement Income Security Act of 1974, as amended. This may require that such Clients obtain rights to participate substantially in and to influence substantially the conduct of the management of the majority of the companies in which such Clients invest. The Advisers typically will designate directors (and potentially non-executive chairmen) to serve on the boards of directors of its clients' portfolio companies, which may include affiliates of the Advisers. See "*Client Referrals and Other Compensation — Portfolio Company Management Positions*" below. The designation of directors and other measures contemplated to secure VCOC status could expose the assets of such clients to claims by a portfolio company, its security holders and its creditors. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise management, violation of government regulations and other types of liability. If these liabilities were to occur, Clients could suffer significant losses in their investments. While the Advisers intend to manage Clients' accounts in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

*Leverage.* A VPCA Fund may make use of leverage by incurring debt to finance a portion of its investment in a given portfolio company or other investment. Leverage generally magnifies both a VPCA Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets, which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage.

The use of leverage will also result in interest expense and other costs to a VPCA Fund that may not be covered by distributions made to such VPCA Fund or appreciation of its investments. In addition, this leverage could accelerate and magnify declines in the value of a VPCA Fund's investments in the leveraged portfolio companies in a down market.

The General Partner of a VPCA Fund may, in its sole discretion, at any time throughout the life of a VPCA Fund, in light of then-prevailing business and markets conditions and portfolio considerations, amend, modify, restructure or refinance any revolving credit facility or other debt facility (a "Leverage Facility") or other investment leverage with the lender parties and on such terms as the General Partner determines appropriate for such VPCA Fund. In such circumstances, certain terms of any new or amended Leverage Facility may be less favorable than its predecessor facility.

The use of leverage involves a high degree of financial risk. The extent to which a VPCA Fund uses leverage may have important consequences to investors, including, but not limited to, the following: (i) greater fluctuations in the net assets of such VPCA Fund, (ii) use of cash flow (including capital contributions) for debt service and related costs and expenses, rather than for additional investments, distributions, or other purposes, (iii) to the extent that such VPCA Fund's revenues are required to meet principal payments, investors may be allocated income (and therefore incur tax liability) in excess of cash available for distribution, (iv) in certain circumstances the Fund may be required to prematurely harvest investments to service its debt obligations, (v) limitations on the flexibility of such VPCA Fund to make distributions to investors or sell assets that are pledged to secure the indebtedness, and (vi) increased interest expense if interest rate levels were to increase significantly. There can also be no assurance that a VPCA Fund will have sufficient cash flow to meet its debt service obligations. As a result, a VPCA Fund's exposure to losses may be increased due to the illiquidity of its investments generally.

There can be no assurance that a VPCA Fund will be able to obtain indebtedness on terms available to competitors, including terms that may be currently available in the market, or that indebtedness will be accessible by such VPCA Fund at any time, and to the extent that it is available there can be no assurance that such indebtedness will be on terms favorable to such VPCA Fund, including with respect to interest rates, or that such indebtedness will remain available throughout the term of such VPCA Fund. The failure by a VPCA Fund to obtain indebtedness on favorable terms (or at all) could adversely affect the returns of such VPCA Fund.

Any such credit facility provider that permits a VPCA Fund to borrow may accept such VPCA Fund's assets as collateral for such credit facility and may be permitted to require the sale or liquidation of such VPCA Fund's assets held by it as collateral, after default by such VPCA Fund pursuant to the agreement with such credit facility provider. Events of default under any such credit facility may include, among other things, failure to pay amounts due under such credit facility, failure to inform the credit facility provider of certain events with respect to a VPCA Fund, failure to provide the credit facility provider with certain periodic reports and financial statements, breach by a VPCA Fund of other representations and covenants contained in credit facility documentation and other similar terms. In such instances, the credit facility provider may take any such action without notice to the borrowing VPCA Fund or its General Partner. If any such credit facility provider were to require such VPCA Fund to sell or liquidate assets or otherwise act to realize on such collateral, these actions may impair the operational capabilities of the VPCA Fund and have adverse tax and economic effects on such VPCA Fund.

*Uncertain Economic, Social and Political Environment.* The current global economic and political climate is one of uncertainty. Prior acts of terrorism in the United States, the threat of additional terrorist strikes and the fear of a prolonged global conflict have exacerbated volatility in the financial markets and can cause consumer, corporate and financial confidence to weaken, increasing the risk of a "self-reinforcing" economic downturn. A climate of uncertainty may reduce the availability of potential investment

opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. Furthermore, such uncertainty may have an adverse effect upon portfolio companies in which a VPCA Fund makes investments.

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

*Material Non-Public Information.* As a result of the operations of the Advisers and their respective affiliates, the Advisers frequently comes into possession of confidential or material non-public information. Therefore, the Advisers and their respective affiliates may have access to material, non-public information that may be relevant to an investment decision to be made by a VPCA Fund. Consequently, a VPCA Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or the Advisers' internal policies. Due to these restrictions, a VPCA Fund may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

*SBIC Regulatory Considerations; Risks of Leverage.* The SBIC Fund is subject to regulations promulgated by the SBA under the SBIC Act that generally prohibit it from investing in a company unless the company has a net worth (excluding goodwill) of less than \$18 million and average after-tax annual income (exclusive of loss carry-forwards) for the prior 2 years of less than \$6 million. Companies failing that test may still qualify if they meet certain size standards for their industry group which are based on the number of employees (typically 500 for a manufacturing company) or gross revenues. A further requirement is that at least 25% of the SBIC Fund's investments (in dollars) must be made in "smaller enterprises", which are defined as companies with a net worth of not more than \$6 million and average after-tax annual income (exclusive of loss carry-forwards) for the prior 2 years of less than \$2 million. In addition, any funds made available by the SBA are subject to federal funding limitations and SBA approval. Existing SBA policies and funding may change in ways that would impair an SBIC investment vehicle's ability to issue SBA Debentures and thereby achieve the SBIC Fund's investment objectives. As debt instruments, the SBA Debentures would rank senior to equity interests in the SBIC Fund.

An SBIC, such as the SBIC Fund, that issues SBA Debentures generally may only distribute to its investors any net realized, cumulative earnings less unrealized depreciation on portfolio companies (but excluding unrealized appreciation). An SBIC issuing SBA Debentures may not make returns of capital to investors in excess of two percent (2%) in any fiscal year without the prior written approval of the SBA. The typical effect of this restriction is to require a prepayment of SBA Debentures as capital is returned to investors.

The SBIC Program is federally funded, and as such, is subject to the congressional budget and any appropriations that may or may not be approved in any given year. Federal funds allocated to the SBIC Program provide the foundation for the SBA's annual budget and the availability of leverage to SBICs. If the SBIC Program does not receive adequate funding, then the leverage available to existing and newly licensed SBICs could be reduced or eliminated.

In the event of an SBA-imposed liquidation of the SBIC Fund pursuant to the SBIC Act, the SBA's interest would be senior in priority for all purposes to all other interests and any management fee amount would be borne exclusively by the investors (or the SBIC Fund). In certain circumstances, capital may be drawn from the investors to repay amounts drawn from the SBA.

*Cybersecurity.* The Advisers, the VPCA Funds and each VPCA Fund's portfolio companies generally rely on information technology systems for current and planned operations. Information and technology systems of the Advisers and each VPCA Fund's portfolio companies may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. If any systems designed to manage such risks are compromised, become inoperable for extended periods of time or cease to function properly, the Advisers, a VPCA Fund and/or a portfolio company may have to make a significant investment to fix or replace them. Any disruption in any of these systems or the failure of any of these systems to operate as expected could, depending on the magnitude of the problem, adversely affect the fund's investment results and its ability to make distributions to its partners. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the Advisers', the VPCA Funds' and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm the Advisers', the VPCA Funds' or a portfolio company's reputation, subject them and their respective affiliates to legal claims and otherwise affect their business and financial performance.

*Global Pandemic and Other Force Majeure Risks.* Client investments may 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 may adversely affect the ability of a party (including a Client, a portfolio company or a counterparty thereof) to perform its obligations until it is able to remedy the force majeure event. These risks could, among other effects, adversely impact the cash flows available from a portfolio company, cause personal injury or loss of life, damage property, or instigate disruptions of service. In addition, the cost to a Client or a portfolio company 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 may have a permanent adverse effect on a Client or a portfolio company. 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 which Clients may invest specifically. Any of the foregoing may therefore adversely affect the performance of a Client and its investments.

The impact of disease and epidemics may have a negative impact on a Client and its portfolio companies and their performance and financial position. Coronavirus, renewed outbreaks of other epidemics or the outbreak of new epidemics could result in health or other government authorities requiring the closure of offices or other businesses and could also result in a general economic decline. In December 2019, a novel strain of coronavirus surfaced in Wuhan, China ("COVID-19") and has spread around the world, with resulting business and social disruption of a significant nature. The speed and extent of the spread of COVID-19 and the duration and intensity of resulting business disruption and related financial and social impact have been material and are expected to remain material for the foreseeable future. Governmental agencies and private sector participants have sought to mitigate the adverse effects of COVID-19, which have included such measures as heightened sanitary practices, telecommuting, quarantine, curtailment or cessation of travel and other restrictions, and, more recently, the medical community has developed multiple vaccines that have proven effective in studies and are currently being rolled out to various segments of the population. However, delays and other logistical issues relating to vaccination of large segments of the population continue to significantly impact the timeline of a COVID-19 recovery. The Advisers' operations and business results, including with respect to a Client and its portfolio, could continue to be materially adversely affected by the COVID-19 outbreak for the foreseeable future.

*Diverse Investor Group.* Investors may have conflicting investment, tax and other interests with respect to their investments in the VPCA Funds. The conflicting interests of individual investors may relate to or arise from, among other things, the nature of investments made by the VPCA Funds, the structuring or the acquisition of investments and the structure, timing or manner of disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by VPCA, including with respect to the nature or structuring of investments or dispositions, that may be more the Advisers for one investor than for another investor, especially with respect to investors' individual tax situations. In selecting and structuring investments appropriate for the VPCA Funds, The Advisers will consider the investment and tax objectives of each VPCA Fund and its investors as a whole, not the investment, tax or other objectives of any investor individually.

*The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved with the Advisers' investment programs or an investment in any VPCA Fund or other Client account advised by the Advisers. Prospective clients and investors must consult their own advisers before deciding whether to make such an investment. Investors and prospective investors should carefully review the sections on Risk Factors of the offering documents (if any) of the applicable VPCA Fund(s).*

### **Conflicts of Interest.**

The Advisers and their respective related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account and for the account of other VPCA Funds, and providing transaction-related, investment advisory, management and other services to VPCA Funds and the portfolio investments of such VPCA Funds. The Advisers will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the VPCA Funds in an appropriate manner, as required by the relevant Governing Documents, although the VPCA Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of the Advisers conducting their activities, the interests of a VPCA Fund may conflict with the interests of the Advisers, one or more other VPCA Funds, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, the Advisers will determine all matters relating to structuring transactions and Fund 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 independent client representatives) of the participating VPCA Funds.

Principals and employees of the Advisers may serve as directors and officers of certain VPCA Fund portfolio companies and, in that capacity, will be required to make decisions that consider the best interests of such portfolio company and its shareholders. In certain circumstances (for example in situations involving bankruptcy or near-insolvency of a VPCA Fund portfolio company), actions that may be in the best interests of the portfolio company may not be in the best interests of the applicable VPCA Fund, and vice versa. Accordingly, in these situations, there may be conflicts of interests between such individual's duties as an employee of an Adviser and such individual's duties as a director of such portfolio company. VPCA typically expects the interests of a VPCA Fund to be aligned with those of other investors in a VPCA Fund portfolio company.

Certain inherent conflicts of interest may arise from the fact that the Advisers may carry on substantial investment activities for multiple VPCA Funds and other clients simultaneously. The Advisers may give advice and recommend investments to, or engage in investment transactions for, certain Clients, which advice or investments may differ from advice given to, or investments made for, other Clients, even though their investment objectives may be the same or similar. It should be noted that the Advisers do not expect the investment advisory activities of Aves on behalf of its own Clients to complete or otherwise conflict with the investment advisory activities of VPCA on behalf of its own Clients as VPCA has ceased to actively invest on behalf of its Clients (i.e., the Private Equity Funds) whose investment strategies are substantially similar to those of one or more Clients managed by Aves.

The Advisers have established policies and procedures for allocation of investment opportunities among the various VPCA Funds in a fair and equitable manner, taking into consideration the characteristics of each such fund. Pursuant to these policies, the Advisers first analyzes the appropriateness of the investment for the various VPCA Funds based on their available assets (including unfunded capital commitments), existing investments in the Target Company (in the case of follow-on investments) and applicable contractual and regulatory considerations (including, but not limited to, applicable risk and concentration limits, potential tax impact of the investment and compliance with the Employee Retirement Income Security Act of 1974).

The Advisers' allocation policies require that investment opportunities first be allocated to the VPCA Funds, if appropriate. However, if there is any remaining capacity in an investment opportunity after the Advisers has determined the allocation of such investment among the participating VPCA Funds (in light of the considerations described above or other limiting factors), the Advisers may offer such unused portion of the co-investment opportunity (i) first to investors in the participating VPCA funds who have been granted, via side letter, rights of first refusal relating to co-investment opportunities, *pro rata* based on the size of such investors' respective investments in the participating VPCA Fund(s), and (ii) then, in the Advisers' sole discretion, to certain other strategic investment partners (if any). Investments by more than one client of the Adviser in a Target Company may also raise the risk of using assets of a Client to support positions taken by other Clients.

The Advisers' allocation of investment opportunities among the persons and in the manner described herein may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to others. While the Advisers will allocate investment opportunities in a manner that they believe in good faith is fair and equitable to Clients under the circumstances and considering the relevant factors, there can be no assurance that a VPCA Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the conflicts of interest to which the Advisers may be subject, discussed herein, did not exist.

Where multiple VPCA Funds invest at the same, different or overlapping levels of a Target 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 work-out or restructuring may raise conflicts of interest, particularly with respect to VPCA Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, VPCA Funds may or may not provide such additional capital, and if provided, each VPCA Fund generally will supply such additional capital in such amounts, if any, as determined by the Advisers in their sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, VPCA may face a conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of one VPCA Fund versus another VPCA Fund (*e.g.*, the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a VPCA Fund enters into any indebtedness with another VPCA Fund on a joint and several basis, the applicable Adviser is expected to enter into one or more agreements that provide each VPCA Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, the Advisers may be subject to conflicts of interest, for example between a VPCA Fund with a reimbursement obligation and a VPCA Fund seeking reimbursement. The Advisers intend to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each VPCA Fund to bear its proportionate share of the applicable indebtedness, without undue favoritism.

Conflicts may arise when a VPCA Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another VPCA Fund has already made an investment. A VPCA Fund 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 VPCA Funds. This may result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant VPCA Fund and the other VPCA Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. The Advisers and their respective affiliates may express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one VPCA Fund's investments will be the same as the returns obtained by other VPCA Funds 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 VPCA Funds. In that regard, actions may be taken for one or more VPCA Funds that adversely affect other VPCA Funds.

Subject to any relevant restrictions or other limitations contained in the Governing Documents of the VPCA Funds, the Advisers will allocate fees and expenses in a manner that they believe in good faith is fair and equitable to Clients under the circumstances and considering such factors as it deems relevant, but in its sole discretion. In exercising such discretion, the Advisers may be faced with a variety of potential conflicts of interest.

As a general matter, VPCA Fund expenses typically will be allocated among all relevant VPCA Funds to the extent such client accounts are required to reimburse (or otherwise pay) expenses of that kind pursuant to the terms of their respective governing documents. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions will generally be made by the Advisers or their respective affiliates using their best judgment, and consistent with their fiduciary duties, considering such factors as they deem relevant in their sole discretion. The allocation of such shared expenses may not be proportional. Different VPCA Funds may (and, in certain instances, do) have different expense reimbursement terms, including with respect to management fee offsets, which could (and, in relevant instances, do) result in the VPCA Funds bearing different levels of expenses with respect to the same investment.

Consistent with the above principles relating to expenses shared by multiple client accounts, the Advisers or their respective affiliates will generally allocate, subject to the relevant terms of the applicable client's governing documents, the below types of expenses across multiple clients to whom such expenses relate as follows:

- General partner/investment adviser indemnity insurance premiums - such insurance costs are generally allocated to all client accounts pro-rata based on: (i) invested capital, in the case of client accounts who are no longer actively investing (e.g., whose investment period has ended) and (ii) committed capital, for all other client accounts.
- Broken Deal/Unconsummated Investment Expenses Relating to VPCA Funds - in respect of allocating fees and expenses incurred in connection with "broken deals," or other types of potential investments that the Advisers actively consider but do not consummate, the Advisers make allocation decisions while a transaction is pending based on the Advisers' best judgment of which VPCA Fund(s) will ultimately be allocated the transaction. This judgment is necessarily subjective, especially when a transaction is terminated in the early stages of due diligence. When an opportunity is terminated, the fees and expenses for such transaction will be allocated to the VPCA Fund(s) that were expected to participate in the transaction. The financial position of the relevant VPCA Funds may give the Advisers an incentive to allocate such fees and expenses to one VPCA Fund and not another. For example, it may be advantageous to allocate broken deal fees and



expenses to a VPCA Fund that is not expected to pay carried interest to its general partner, as the fees and expenses would not affect the amount of carried interest paid—it would be zero in any case. Conversely, it would be disadvantageous as an economic matter to allocate broken deal fees and expenses to a VPCA Fund that is paying carried interest, as doing so would delay or reduce the amount of carried interest paid to the relevant general partner. As with VPCA's other expense allocation decisions, the Advisers' allocations procedures and principles are designed to mitigate the risk that financial incentives improperly influence the allocation of broken deal fees and expenses.

- Other types of expenses relevant to multiple Clients - such expenses will generally be allocated to all relevant Client accounts pro-rata based on: (i) invested capital, in the case of Client accounts who are no longer actively investing (e.g., whose investment period has ended) and (ii) committed capital, for all other Client accounts.

A Target Company typically will reimburse an Adviser or service providers retained at an Adviser's discretion for expenses (including without limitation travel expenses) incurred by an Adviser or such service providers in connection with its performance of services for such Target Company. This subjects the Advisers and their respective affiliates to conflicts of interest because the VPCA Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements may be substantial. An Adviser 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 VPCA Fund, their effect is reflected in each VPCA Fund's audited financial statements, and any fee paid or expense reimbursed to the Advisers or such service providers generally is subject to: agreements with sellers, buyers and management teams; the review and supervision of the board of directors of or other lenders to Target Companies; and/or third party co-investors in its transactions. These factors help to mitigate related conflicts of interest.

An Adviser generally exercises its discretion to recommend to a VPCA Fund or to a Target Company thereof that it contract for services with (i) the Adviser or a related person thereof (which may include a Target Company of such VPCA Fund or another VPCA Fund), (ii) an entity with which the Advisers or their respective affiliates or current or former members of their personnel has a relationship or from which the Advisers or their respective affiliates or their personnel otherwise derives financial or other benefit or (iii) certain limited partners or their affiliates. For example, the Advisers may be presented with opportunities to receive financing and/or other services in connection with a VPCA Fund's investments from certain limited partners or their affiliates that are engaged in lending or a related business. This subjects the Advisers to conflicts of interest, because although the Advisers select service providers that they believe are aligned with its operational strategies, the Advisers may have an incentive to recommend the related or other person because of its financial or other business interest. There is a possibility that the Advisers, because of such belief or for other reasons, may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Whether or not the Advisers have a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Because certain expenses are paid for by a VPCA Fund and/or its Target Companies or, if incurred by an Adviser, are reimbursed by such VPCA Fund and/or its Target Companies, an Adviser may not necessarily seek out the lowest cost options when incurring such expenses.

Because an Adviser's carried interest is based on a percentage of net realized profits, it may create an incentive for an Adviser to cause a Client to make riskier or more speculative investments than would otherwise be the case. Also, because there is a fixed investment period after which capital from investors

in a VPCA Fund may only be drawn down in limited circumstances and because management fees are, at certain times during the life of a VPCA Fund, based upon capital invested by such VPCA Fund, this fee structure may create an incentive to deploy capital when an Adviser may not otherwise have done so.

An Adviser may enter into side letter arrangements with certain investors in a VPCA Fund providing such investors with different or preferential rights or terms, including but not limited to different fee structures, information rights, co-investment rights, and liquidity or transfer rights.

Any of these situations subjects the Advisers and/or their respective affiliates to potential conflicts of interest. The Advisers attempt to resolve such conflicts of interest in light of its obligations to investors in the VPCA Funds and the obligations owed by the Advisers' respective advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a VPCA Fund, other VPCA Funds and such investment vehicles in a fair and equitable manner. To the extent that an investment or relationship raises particular conflicts of interest, the Advisers will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, the Advisers consult and receive consent to conflicts from an ICR (as defined below) or an advisory committee consisting of limited partners of the relevant VPCA Fund and such other investment vehicles.

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## DISCIPLINARY INFORMATION

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The Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the Advisers or the integrity of the Advisers' management. The Advisers have no such information to report.

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## OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

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The Advisers have engaged and may in the future engage service providers for Client accounts (including the VPCA Funds) that are affiliates of the Advisers, and have invested and may in the future invest on behalf of their Clients in transactions sourced, underwritten, distributed by or otherwise sponsored by affiliates of the Advisers, as further described below. The use of affiliated service providers, underwriters, distributors or sponsors may create certain conflicts of interest, including between the Advisers' duties to their Clients and investors and its incentive to direct business to such affiliates. The use of such affiliates could impair the ability of the Advisers to obtain the most favorable terms for services and transactions provided to its clients. Certain of the key affiliate relationships related to the Advisers' management of Client accounts are described below.

**Victory Park Management and Aves Management.** Victory Park Management, LLC ("VPM") is a wholly-owned subsidiary of VPCA that acts as the collateral manager for the financing transactions entered into by the VPCA Funds and is responsible for collecting loan payments from the borrowers under such transactions on behalf of VPCA's Advisory Clients. Similarly, Aves Management, LLC ("AVM") is a wholly-owned subsidiary of Aves that acts as the collateral manager for the financing transactions entered into by one or more Advisory Clients of Aves and is responsible for collecting loan payments from the borrowers under such transactions on behalf of such Advisory Clients. VPM and AVM typically collect due diligence deposits and collateral maintenance fees from the borrowers under VPCA's and Aves' financing transactions (respectively), from which VPM and AVM pay third party service providers and

their respective operating costs. In addition, the costs associated with consummating lending transactions on behalf of VPCA's and Aves' Advisory Clients generally will be allocated first to VPM and Aves (as applicable) to be paid out of the deposits and fees collected by VPM and Aves (as applicable) from the relevant borrower, and costs in excess of such deposits and fees will be allocated among VPCA's and Aves' clients (as applicable) participating in that transaction. VPCA and Aves may have an incentive to engage VPM and AVM (as applicable), as collateral managers to their respective Advisory Clients. However, the deposits and fees charged by VPM and AVM are primarily used to pay third party service providers and have generally been set to limit or entirely eliminate any revenue in excess of its costs generated by VPM and AVM (as applicable). In addition, VPCA and Aves disclose the deposits and fees paid by borrowers to VPM and AVM to the Advisory Committees of the applicable Advisory Clients, which include representatives of certain investors in such Advisory Clients.

Under certain circumstances, VPCA may also render non-investment advisory services to certain investors who are allowed to "co-invest" in one or more of the same financing transactions as the Clients. When the VPCA Fund or UK Fund has met concentration limits for a specified financing transaction, VPCA may communicate to certain investors that the specified financing transaction is in need of additional capital, at which point the investor can conduct its own due diligence and decide whether or not to make an investment as a co-investor to the VPCA Fund or UK Fund. These co-investors are charged an asset-based fee, but typically will not be charged the same performance-based compensation (as described below) as investors in the VPCA Funds or UK Fund (although alternative fee arrangements may be agreed with a particular client under special circumstances).

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

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**Code of Ethics.** The Advisers have adopted a Code of Ethics for all of their supervised persons describing its high standard of business conduct, and fiduciary duty to their Clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, reporting requirements for certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons of the Advisers must acknowledge the terms of the Code of Ethics annually, or as amended.

VPCA's Code of Ethics includes a personal securities trading policy that applies to the personal trading accounts of all of VPCA's "Access Persons" (as described in the Code of Ethics), including accounts for certain members of their families and households and certain related entities. Access Persons are required to pre-clear all securities transactions in such personal trading accounts with the Chief Compliance Officer (or his designee), except for transactions in certain non-reportable securities (*e.g.*, U.S. government securities, money market fund shares). The Chief Compliance Officer maintains a "restricted list" of securities that may not be traded by Access Persons, which includes all companies that VPCA or one of its clients owns stock or controls one of more board seats, as well as all of the publicly-traded affiliates of such companies and companies in which VPCA has material non-public information. Access persons are required to file reports of their personal securities holdings on an annual basis, as well as quarterly securities transaction reports.

A copy of VPCA's Code of Ethics may be obtained by contacting VPCA's Chief Compliance Officer at (312) 701-1777.

**Principal Trades.** A principal trade is a transaction between VPCA or an affiliate thereof and a client account. Pursuant to Section 206(3) of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), any principal trade must be disclosed to, and requires the consent of, the VPCA Fund or other client

that is opposite VPCA or its principals or affiliates in such principal trade. Principal trades create a potential conflict of interest between the duties of VPCA and/or its principals and affiliates to VPCA's clients and their desire to maximize their own profits or obtain other benefits with respect to their proprietary trading activities. To help mitigate this potential conflict of interest, the VPCA Funds and UK Fund have engaged Cohen & Company to act as "independent client representative" (or "ICR") on behalf of each of the VPCA Funds and UK Fund. The role of the ICR is to act as the agent of any VPCA Fund or UK Fund to give or deny such fund's consent to any transaction in which such fund purchases securities or other instruments from, or sells securities or other instruments to, another VPCA Fund, UK Fund (*i.e.*, cross trades) or to VPCA or its principals or affiliates (*i.e.*, principal trades).

**Cross Trades.** VPCA may effect cross trades between clients where it determines that such trades are in the interest of both clients. VPCA and/or its affiliates may have a potential conflict of interest when engaging in cross trades on behalf of its clients, as they may have financial incentives (such as the receipt of higher management fees or fees related to the purchase or sale transaction) to engage in such transactions and/or to favor certain client accounts over others. As indicated above, to help mitigate this potential conflict of interest, the VPCA Funds and UK Fund have engaged an independent client representative to act as the VPCA Fund's and UK Fund's agent in reviewing and granting consent to cross trades and certain other transactions.

**Investment by VPCA and its Affiliates.** Principals and employees of VPCA and its affiliates may directly or indirectly own an interest in VPCA Funds or the UK Fund. Co-invest opportunities may also be presented to certain affiliates of the Adviser, as well as third party investors and other persons, and such co-investments may be effected through co-invest vehicles or directly in a particular Target Company. Additionally, a Client may invest together with other Clients advised by an affiliated adviser of VPCA in the manner set forth in the applicable Governing Documents and the Adviser's Allocation Policy.

VPCA and its affiliates, principals and employees may carry on investment activities for their own account and for family members, friends or others who do not invest in a VPCA Fund, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, any Client, even though their investment objectives may be the same or similar.

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## BROKERAGE PRACTICES

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### **Generally**

As described above, it is anticipated that the majority of the investment transactions entered into by VPCA on behalf of its clients will be privately negotiated lending or investment transactions with Target Companies. However, in the event that VPCA purchases or sells publicly traded securities on behalf of its clients, it may use the services of a broker-dealer or prime broker. In such event, VPCA or its advisory affiliates will select the broker-dealers used to execute transactions on behalf of such client.

The Advisers have discretion to select different brokers to be used for each transaction for their clients and to negotiate the rates and commissions their clients will pay. The Advisers may not adhere to any rigid formula in making the selection of brokers, but will weigh a combination of criteria consistent with their obligation to seek "best execution" for their clients. In selecting brokers to execute transactions, the Advisers need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. Brokers will be selected generally on the basis of best execution, which may be determined by considering, in addition to price and commission rates, other factors including special

execution capabilities, clearance, settlement, other transaction charges, block trading and block positioning capabilities, financial strength and stability, efficiency of execution and error resolution, the availability of stock to borrow for short trades, custody, recordkeeping and similar services.

**Aggregation and Allocation of Client Orders/Investments.** As noted above, VPCA’s investments on behalf of its clients do not customarily involve the execution of securities transactions by a broker-dealer or prime broker. With respect to the privately negotiated lending and investment transactions undertaken by VPCA, VPCA has an established methodology for the allocation of such investments among the VPCA Funds. *See* “Other Financial Industry Activities and Affiliations - Management of Other Client Accounts.”

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

Consistent with the Advisers seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them. The Advisers historically have not made use of such services and generally do not expect to in the future. To the extent the Advisers determine to utilize such research services in the future, these could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. Research services may be shared between an Adviser and its affiliates.

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## REVIEW OF ACCOUNTS

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**Account Reviews.** The VPCA Funds and the UK Fund have engaged third-party fund administrators who provide day-today administrative and bookkeeping services. The investments of the are regularly reviewed by the Advisers’ portfolio managers. In addition, the bookkeeping records maintained by the fund administrator are reconciled to the Advisers’ records by the Advisers’ operations personnel, under the supervision of the Chief Financial Officer, generally on a quarterly basis.

**Client Reporting.** The Advisers furnish audited financial statements and tax information necessary for the completion of tax returns annually to all investors in the VPCA Funds and the UK Fund. Such investors are also provided with quarterly unaudited reports including information regarding such fund’s performance, portfolio composition, Target Company financial information and collateral overview and the current balance of the investor’s investment in such fund.

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## CLIENT REFERRALS AND OTHER COMPENSATION

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**Portfolio Company Management Positions.** As part of VPCA’s investment strategy, the Advisers’ principals, may serve in managerial roles with certain of the Target Companies in which the Clients invest, and may be entitled to compensation in connection therewith. *See* “*Methods of Analysis, Investment Strategies and Risk of Loss - Provision of Managerial Assistance and Control*” above. The receipt of such compensation by the Advisers creates a potential conflict of interest, as it could be seen as

providing an incentive for the Advisers to cause their clients to make investments they would not otherwise make, or for structuring them for the purpose of helping the Advisers obtain compensation to the possible detriment of the deal terms accorded to Clients. As described in the relevant Governing Documents, this compensation in many cases offsets all or a portion of the management fees paid by a VPCA Fund. However, in other cases (*e.g.*, reimbursements for out-of-pocket expenses related to a portfolio company or amounts paid for serving in an employment or similar capacity), these amounts generally will be in addition to management fees.

From time to time, the Advisers may enter into solicitation arrangements pursuant to which they compensates third parties for referrals that result in a potential investor becoming a limited partner in a VPCA Fund. Any fees payable to any such placement agents will be borne by the applicable Adviser indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant VPCA Fund(s).

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## CUSTODY

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The Advisers are deemed to have constructive custody of the funds and securities of the VPCA Funds and the UK Fund, which are maintained at one or more “qualified custodians,” as defined under Rule 206(4)-2 under the Advisers Act. VPCA does not have custody of the assets of its Insurance Clients.

A “qualified custodian” generally is a bank or savings association that has deposits insured by the U.S. Federal Deposit Insurance Corporation, a SEC-registered broker-dealer, a futures commission merchant or a foreign financial institution that holds segregated customer assets. An independent public accountant registered with the PCAOB will audit each of the VPCA Funds on an annual basis, and copies of the audited financial statements will be sent to the investors in the VPCA Funds, as described above in “*Review of Accounts*.” The Advisers have arrangements with several qualified custodians to perform such services (such qualified custodians are identified in VPCA’s Form ADV Part 1A filing with the SEC).

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## INVESTMENT DISCRETION

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Except in the case of certain Insurance Client accounts, the Advisers exercise discretionary authority over the accounts of their Clients under the Governing Documents of such Clients, which typically grant a power of attorney or similar discretionary right in favor of the Adviser to select the investments and amounts to be bought or sold for their Clients. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular Client account. In rare cases, the Advisers may agree to additional contractual diversification or concentration limitations in connection with substantial investments made by strategic investors in the VPCA Funds.

In the case of certain Insurance Client accounts, VPCA provides non-discretionary investment advisory services where investment decisions relating to the making and disposition of investments is retained by the applicable Insurance Client, though, subject to the provisions of the relevant Governing Documents relating to such Insurance Client, VPCA will typically be authorized to: (i) execute on such decisions once made by such Insurance Client; and (ii) provide ongoing monitoring services in relation to investments.

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## VOTING CLIENT SECURITIES

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### **Generally**

Because of the nature of the Advisers' investment program for their respective Clients, the Advisers do not anticipate that they will regularly receive proxies with respect to securities owned by their Clients. However, the Advisers will typically hold the authority to vote such proxies (if any), and has adopted proxy voting policies and procedures (the "Proxy Voting Policy") designed to ensure that such proxies are voted in the best interests of Clients. Pursuant to these proxy voting procedures, in the event that an Adviser receives proxies sent to its Clients (where the Adviser holds the authority to vote such proxies), the Chief Compliance Officer will be responsible for convening a meeting of the Adviser's principals and other investment personnel with knowledge of the company to which such proxies relate, who will generally make a determination on voting such proxies by majority vote. However, the Advisers may also determine to engage an independent third party to cast a particular proxy vote where the Advisers determine that such engagement is in the best interests of their Clients. Except as described below, Clients generally may not direct specific proxy votes for the securities held in their accounts.

If the Advisers identify a material conflict of interest in casting a particular proxy vote, the Advisers generally will seek to mitigate the conflict by either appointing an independent third party to vote the proxy or by disclosing the conflict to their Clients (including investors in the applicable VPCA Funds and the UK Fund board) and providing them with an opportunity to vote the proxies.

Clients may obtain a copy of the Advisers' complete proxy voting policies and procedures and information about how the Advisers voted any proxies on behalf of their account(s) by contacting the Chief Compliance Officer at (312) 701-1777.

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## FINANCIAL INFORMATION

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The Advisers do not require prepayment of management fees more than six months in advance or have any other events requiring disclosure under this item of its Brochure.

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