



# Oak Hill Advisors, L.P. Part 2A of Form ADV The Brochure

One Vanderbilt Avenue, New York, NY 10017  
[www.oakhilladvisors.com](http://www.oakhilladvisors.com)

March 31, 2023

This brochure provides information about the qualifications and business practices of Oak Hill Advisors, L.P. and/or, as the context requires, its subsidiary investment advisors (together, the “**Registrant**”). If you have any questions about the contents of this brochure, please contact us at 212-326-1500 or at [cg@oakhilladvisors.com](mailto:cg@oakhilladvisors.com). The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission (the “**SEC**”) or by any state securities authority. Additional information about the Registrant is also available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). An investment adviser’s registration with the SEC does not imply a certain level of skill or training.

## Material Changes

The Registrant's most recent update to Part 2A of Form ADV was made on March 31, 2022. Since that time, the Registrant's business activities have not changed materially. The Registrant periodically reviews its policies, procedures and methodologies, and will amend them to reasonably ensure they remain compliant with applicable laws, rules and regulations and are fair and equitable for all Clients. Should the Registrant make a material amendment to any of its policies, procedures and/or methodologies, it will amend its Form ADV, as appropriate.

## Table of Contents

Material Changes .....	2
Table of Contents.....	2
Advisory Business .....	3
Fees and Compensation .....	3
Performance-Based Fees and Side-by-Side Management .....	13
Types of Clients .....	14
Methods of Analysis, Investment Strategies and Risk of Loss.....	15
Disciplinary Information.....	99
Other Financial Industry Activities and Affiliations .....	99
Code of Ethics, Participation or Interest in Client Transactions and Personal Trading .....	100
Brokerage Practices .....	102
Review of Accounts.....	106
Client Referrals and Other Compensation .....	107
Custody .....	108
Investment Discretion .....	108
Voting Client Securities.....	109
Financial Information.....	109

## Advisory Business

The Registrant is a leading independent investment firm with approximately \$57 billion in capital under management on a discretionary basis as of December 31, 2022, across its private, distressed, special situations, liquid, structured credit (including collateralized loan obligations (“CLOs”)) and real asset strategies (including aircraft, automobiles, shipping, real estate, and/or related assets). The Registrant also invests in other investment products, such as equity securities (including common or preferred stock, closed-end funds, exchange-traded funds and similar securities and warrants), structured finance, mortgage securities investments and interest rate and currency hedging. The majority of investments are made in private securities and obligations, but the Registrant does also invest in publicly-traded securities. The Registrant makes control and non-control investments and has the ability to take both long and short positions on behalf of its clients. The Registrant’s investment activities are concentrated primarily in the U.S. and Europe. The Registrant manages various private funds, including pooled funds and CLOs, and single investor mandates (each, a “Client” and collectively, “Clients”).

Investment advisory services provided to each Client are tailored to such Client’s specific investment strategy, objectives, limitations and restrictions, as set forth in each investment advisory agreement, private placement memorandum, offering circular and other Client constituent document, as applicable. In certain cases, Clients impose restrictions on investing in certain securities or types of securities.

The Registrant (through a predecessor entity) was founded in 1991 and is wholly owned by T. Rowe Price Group, Inc. (together with its subsidiaries, “T. Rowe”). The Registrant operates as a standalone business, with autonomy over its investment process. Accordingly, references to “affiliate” in this Brochure refer only to affiliates under direct or indirect control of the senior management team of the Registrant, unless the context indicates otherwise. The Registrant maintains its principal place of business in New York City and has additional offices in Fort Worth, Texas; San Francisco, California; London, England; Sydney, Australia; Melbourne, Australia; Hong Kong, China; and Luxembourg, Grand Duchy of Luxembourg.

## Fees and Compensation

Registrant serves as an investment advisor to many Clients. Registrant has entered into an agreement with each Client specifying the types of fees and expenses that the Registrant charges each such Client.

### Fees and Compensation

The relationship between the Registrant and its Clients is governed by investment advisory agreements and other Client constituent documents, as applicable. Fees for advisory services are negotiable. With respect to separately managed account Clients, either the Registrant or the Client can generally terminate the applicable investment advisory agreement, without penalty, upon 30-90 days’ prior written notice to the other party subject to certain exceptions and/or limitations on a case-by-case basis. With respect to single investor and/or commingled fund Clients, depending on the structure and terms of a particular fund, investors therein have monthly, quarterly, annual

or more limited withdrawal rights (and in some cases have no withdrawal rights) and sometimes can otherwise be limited in their ability to dissolve the fund and receive a return of their capital. Certain separately managed account and/or fund Clients are subject to termination fees if the account or fund, as applicable, is terminated and/or dissolved (or an investor in a fund withdraws) prior to a defined period, as negotiated by the Registrant and the applicable Client. Clients are charged management fees monthly or quarterly, in arrears or in advance, and the management fees are deducted or invoiced, as determined at the commencement of the Client advisory relationship. Generally, management fees are payable quarterly or monthly in arrears. Pursuant to the terms of investment advisory agreements and other Client constituent documents, as applicable, Clients who pay management fees in advance are generally refunded a prorated portion of the management fee if the advisory relationship was terminated prior to the end of the relevant billing period. Depending on the type of Client and the nature of the management services to be provided by the Registrant, management fees are generally based on capital commitments, unreturned capital contributions, cost basis of investments (including expenses related thereto and, in certain cases, excluding the portion of investments that have been written off or written down), or the net asset value of a Client.

Where the management fee is based on the cost basis of investments, the Registrant will face a conflict in making its determinations as to (1) the expenses that are related to or attributable to a given investment and (2) whether to write off or write down any investment. The attribution of additional expenses will increase the cost basis of investments, and writing off or writing down an investment will decrease the cost basis (if the applicable Client agreement provides that the cost basis is reduced by write offs or write downs). Depending on the circumstances, the Registrant may be afforded substantial discretion in determining whether or not the value of a particular portfolio investment should be permanently written down or written off. As a result, the Registrant has an incentive to postpone the decision to write off or permanently write down the value of an investment longer than it otherwise would have if the management fees and/or other fees were not calculated based on the cost basis of investments. The due date in the funding notice to the limited partners for the payment of the management fees and/or other fees may be on a date later than the management fee payment date for the applicable period, at which time one or more portfolio investments for which the management fees and/or other fees will be payable may have already been disposed of, written off and/or written down. In addition, under the governing documents of a Client, the Registrant is afforded discretion to determine the timing and nature of certain transactions and characterize the proceeds received in respect thereof, and will at times have a conflict of interest in making such determinations. By way of example, in the event of a partial disposition of a portfolio investment, the Registrant has the ability to determine, in an equitable manner, the portion of the investment that has been disposed of and the capital contributions of investors that are attributable to such portion. The Registrant could have an incentive to make these allocations in a way that benefits the Registrant's ability to receive, or that increases the amount of, carried interests and/or other fees. In addition, at certain times and in certain circumstances involving transactions that do not entail the disposition of shares or other securities relating to a portfolio investment, such as certain recapitalizations, extraordinary dividends or similar events, the Registrant may elect to treat all or any portion of the proceeds of such transactions as a return of capital (and potentially receive carried interests and/or other fees on such amounts) while not reducing the amount of actively invested capital upon which the management fees and/or other fees is calculated.

Each of the investment advisory agreements and other Client constituent documents, as applicable, generally provide for a management fee of up to 2%. In addition, certain investment advisory agreements and other Client constituent documents, as applicable, provide for an incentive fee, incentive allocation, carried interest or performance fee (collectively, “performance-based fees”) of up to 25% of all net income and gains derived from portfolio investments. Certain investors receive a portion of the performance-based fees, and/or receive a reduction, waiver, or adjustment of management fees and/or performance-based fees. Certain investment advisory agreements and other Client constituent documents, as applicable, provide for a preferred rate of return or soft or hard hurdle rate of return to Clients (i) typically on a fixed basis of typically 4-12%, (ii) on a floating basis of the London Interbank Offered Rate, the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) or any successors thereto, in each case *plus* up to 500 basis points, or (iii) based on the performance of designated indices (in certain cases, with a catch up for the Registrant or its affiliate (e.g., the general partner of a fund Client, as applicable), and some provide for a “high water mark” (which is also referred to at times as a “loss recovery account”). All compensation arrangements in which the Registrant receives a fee based on a share of capital gains or capital appreciation will comply with the requirements of Rule 205-3 of the U.S. Investment Advisers Act of 1940 (as amended, the “**Advisers Act**”). The Registrant and/or its affiliates have waived, reduced and/or calculated differently the fees, costs and expenses for the Registrant’s employees and a limited number of strategic investors and friends and family of the Registrant who invest in certain Client funds. Clients and investors in Client funds can (and do) additionally negotiate variations from the Registrant’s standard fees, costs and expenses.

The allocable portion of any transaction fees, break-up fees, financing commitment fees, termination fees, monitoring fees (including any accelerated or early termination monitoring fees), directors’ fees and similar fees, payments or compensation (whether in the form of cash, options, warrants, stock or otherwise) received by the Registrant or any of its affiliates and/or their respective officers or employees in connection with Client transactions will be retained by the Registrant and/or its affiliates, provided that such fees, payments or compensation (to the extent vested and net of certain expenses and, in some cases, hypothetical taxes) will be credited on a *pro rata* basis to certain relevant Clients against any management fees otherwise payable by such Clients, in each case, subject to the relevant investment advisory agreements and other Client constituent documents, as applicable, including, without limitation, exclusions for the following: (i) reimbursements by issuers of the third-party out-of-pocket costs or expenses incurred by Clients, the Registrant or any of their respective affiliates or their respective officers or employees in connection with an investment; (ii) fees and expenses that comprise or constitute partnership expenses under a Client’s constituent documents; (iii) salary, consulting fees, directors’ fees, sourcing fees or other compensation of any nature paid by any issuer to any individual who is not employed by the Registrant or its affiliates (including industry executives, advisors, consultants, operating executives, senior operating advisors, subject matter experts or other persons or entities acting in a similar capacity engaged by the Registrant); (iv) fees received in connection with or arising from providing agent, administrative, servicer, collateral management or similar related services in respect of lending or other financial transactions; (v) in the Registrant’s discretion, certain fees received by the Registrant or its affiliates in respect of any Platform (as defined below) investment made directly or indirectly by Clients; or (vi) fees received by the Registrant or its

affiliates in connection with Affiliated CLOs (as defined below). Amounts not credited will be retained by the Registrant and/or its affiliates. As permitted by applicable law and regulation, the Registrant and related persons can be expected to receive certain benefits resulting from their activities on behalf of the Clients, such as travel loyalty points. Such benefits will inure exclusively to the benefit of the Registrant and related persons (and not the Clients) even though the costs of the underlying service are generally paid by the Clients.

#### Expenses Allocable to Clients

Clients generally bear any and all fees, costs and expenses attributable to the activities of the Clients or the Registrant incurred for the benefit of the Clients, in accordance with the terms of the investment advisory agreements and other Client constituent documents, as applicable.

The Clients will pay, directly or indirectly, all other expenses attributable to the activities of the Clients, or the Registrant and/or its affiliates on behalf of the Clients, including, without limitation: (i) any and all fees, costs and expenses incurred in connection with the evaluation, discovery, investigation, development, acquisition, monitoring, management, holding, enhancement, restructuring or disposition of the Clients' investments (whether or not consummated) (in each case, including any portion of such expenses that is not borne by co-investors and including broken deal expenses in respect of unconsummated investments), including (a) loan fees, private placement fees, brokerage and sales fees and commissions (including "soft-dollar" arrangements), appraisal fees, research fees, bid/ask, ticket charges, and/or dealer spreads; (b) fees, costs and expenses (including fixed fees (such as retainers) and performance-based fees and allocations) of any service providers, including persons providing tax or accounting services or service providers engaged in respect of any investment of the Clients as well as any service provider that is engaged to service loans for the Clients (regardless of whether such service providers are affiliates of the Registrant or its affiliates); (c) interest and clearing and settlement charges, commitment fees, taxes, including transfer taxes and premiums, underwriting commissions and discounts; (d) fees, costs and expenses relating to short sales; (e) fees, costs and expenses related to market data (including, without limitation, expenses incurred in connection with any multimedia, analytical, database, news or third-party research or information services and market data providers (including, without limitation, research or information services subject to the Markets in Financial Instruments Directive (Directive 2014/65/EU), including as implemented into the national laws of any member state of the European Economic Area ("EEA"), and as retained in domestic law in the UK pursuant to the European Union (Withdrawal) Act 2018 (the "**Withdrawal Act**") and legislation thereunder (each as amended from time to time) ("**MiFID II**")) and any computer hardware and connectivity hardware (e.g., terminals and telephone and fiber optic lines) incorporated into the cost of obtaining such research and market data), legal, accounting, auditing, investment banking, third-party industry and due diligence experts (including, without limitation, for credit and risk analytics, collateral review and loss mitigation); (f) fees, costs and expenses of any finders and/or placement agents, senior advisors, originators, consultants (including sourcing consultants, operating consultants, research consultants, industry expert consultants and/or subject matter consultants) and other persons acting in a similar capacity (in each case, whether or not such persons are engaged by Clients (or the Registrant and/or its affiliates in respect of Clients) in a dedicated or exclusive capacity), including fixed fees (such as retainers) and/or performance-based fees and allocations, in each case, whether in the form of cash, options, warrants, stock or otherwise, and/or expenses of any of the foregoing persons, including travel, lodging, meals,

cellular phone and other similar expenses; (g) filing and other related fees, costs and expenses; (h) fees, costs and expenses related to communications (including internet access fees associated with the Registrant's and/or its affiliates' investment professionals), travel (including international cellular charges), meals, lodging as well as late car services; (i) fees, costs and expenses incurred in connection with organizing, maintaining and operating entities controlled by the Registrant and/or its affiliates that facilitate a Client's investments (including rent, salaries and ancillary costs of such entities, and fees, costs and expenses of service providers of such entities), and expenses related to the corporate governance of such entities; (j) any management fees and/or performance-based compensation of any third-party advisor or sponsor in connection with the Clients' direct or indirect purchase of securities issued by exchange-traded funds, closed-end funds, business development companies and other investment vehicles, and fees, costs and expenses incurred and charged by any CLOs in which the Clients invest; and (k) all other fees, costs and expenses (including fees, costs and expenses payable to affiliates of the Registrant) related to the sourcing, evaluation, discovery, investigation, development, acquisition, monitoring, pricing, underwriting, servicing and/or disposition of potential or actual investments (whether or not consummated), including broken deal expenses in respect of unconsummated investments; (ii) any and all fees, costs and expenses incurred in connection with the carrying, administration, operation or management of the Clients' investments and/or the Clients, including interest and related expenses and custodial, depositary, trustee, recordkeeping and other administration fees, costs and expenses, operations fees, costs and expenses and reconciliation fees, costs and expenses; (iii) any and all fees, costs and expenses incurred in implementing or maintaining third-party or proprietary software tools, programs or other technology for the benefit of the Clients (including, without limitation, any and all fees, costs and expenses of any investment, books and records, portfolio compliance and reporting systems such as "Wall Street Office," "Everest" (Allvue), Hazeltree, Electra, Omgeo, "Trinity" and similar systems and services, including, without limitation, consultant, software licensing, data management and recovery services fees and any tools, programs, subscriptions or other systems providing market data, analytical, database, news or third-party research or information services to the Clients); (iv) any and all fees, costs and expenses incurred in connection with the incurrence of leverage and indebtedness of the Clients, including borrowings, dollar rolls, repurchase agreements, reverse purchase agreements, credit facilities (including credit facilities secured by a Client's (or its investors) unfunded capital commitments), securitizations, margin financing and derivatives and swaps, and including any principal or interest on the Clients' borrowings and indebtedness (including, without limitation, any fees, costs and expenses incurred in obtaining lines of credit, loan commitments and letters of credit for the account of the Clients in making, carrying, funding and/or otherwise resolving investment guarantees); (v) any and all fees, costs and expenses (including disbursements) of attorneys, auditors, accountants and tax professionals (and/or other persons performing services similar to the foregoing) (including secondees and temporary personnel or consultants that may be engaged on short- or long-term arrangements as deemed appropriate by the Registrant) relating to Client matters (including costs and expenses of in-house professionals and related administrative personnel, including personnel of the Registrant responsible for legal, accounting and tax matters, portfolio reconciliation, portfolio compliance and reporting or otherwise for implementing, maintaining and supervising the procedures relating to the books and records of the Clients, inclusive of their allocated ordinary administrative and overhead costs, fees, liabilities and expenses, which will include all costs and expenses on account of rent, utilities, insurance, salaries, wages, payroll taxes, bonuses, employee benefits, furnishings, telecommunications and certain

information services and certain office expenses, including office supplies and equipment and other similar expenses (“**Overhead**”); (vi) any fees, costs and expenses incurred in connection with consulting with an independent monitor and/or third party (including outside accounting, legal and/or compliance firms) related to Client matters, including in connection with making any determinations with respect to the allocation of fees, costs and expenses or contractual interpretations or ambiguities relating to fees, costs and expenses; (vii) any and all fees (including placement fees), costs and expenses paid to a placement agent in connection with placing investors in Clients (including any ongoing fees (including placement fees), costs and expenses owed to such placement agents), including fees of local agents engaged to comply with regulatory requirements imposed by certain jurisdictions; (viii) any and all fees, costs and expenses incurred in connection with the Clients’ financial statements, reports, notices, tax returns and Schedule K-1s (or similar schedules) (including any audits and/or tax contests related thereto), including the costs of creating, translating, printing and distributing such financial statements, notices, reports, tax returns and Schedule K-1s (or similar schedules) (whether by Clients, the Registrant, any affiliate of Clients or the Registrant and/or any service provider or agent engaged by Clients, the Registrant and/or their affiliates in connection therewith), and any postage costs and expenses related to Clients’ matters; (ix) any and all taxes and other governmental charges that may be incurred or payable by the Clients (including, without limitation, expenses related to transfer taxes and premiums and entity-level taxes unless otherwise provided in the applicable Client governing documents); (x) any and all fees, costs and expenses relating to the maintenance of registered offices, corporate licensing and similar expenses; (xi) any and all insurance premiums, costs or expenses in connection with (a) the activities of the Clients, including, without limitation, errors, omissions, fidelity, crime, cybersecurity, general partner liability, directors’ and officers’ liability and similar coverage for any person acting on behalf of the Clients, the Registrant or any of their respective affiliates and (b) any investment of the Clients, including casualty insurance, real estate insurance, title insurance, shipping-related insurance, insurance on loans, property insurance and similar coverage; (xii) any and all fees, costs and expenses (including accounting, legal or regulatory fees and expenses) incurred (a) to comply with any law or regulation related to the activities of the Clients or the offering of interests in Clients (including (I) accounting, legal or regulatory fees, costs and expenses of the Registrant or any of its affiliates in connection with ongoing compliance, filing and reporting obligations under the Advisers Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Foreign Account Tax Compliance Act, the Irish Collective Asset-management Vehicles Act 2015, the Common Reporting Standard developed by the Organization for Economic Co-operation and Development (and any other “automatic exchange of information” regime), the Alternative Investment Fund Managers Directive 2011/61/EU (“**AIFM Directive**”), MiFID II, the EU risk retention rules, the U.S. risk retention rules, the General Data Protection Regulation (Regulation (EU) 2016/679), the Cayman Islands Data Protection Act (as amended) and/or any other applicable data and/or privacy laws and/or regulations, anti-money laundering and/or counter-terrorist financing laws and regulations, marketing laws and regulations and/or any other applicable laws and regulations, including as implemented into the national laws of any member state of the EEA, and as retained in domestic law in the UK pursuant to the Withdrawal Act and legislation thereunder (each as amended from time to time), including fees and expenses related to the retention of, and services provided by, any service provider or agent engaged by Clients, the Registrant and/or their affiliates in connection with such compliance (including any opinion or advice provided in relation to the Clients’ compliance with the U.S. risk retention rules or the EU risk retention rules), (II) filing



fees, costs and expenses (including fees, costs and expenses related to the preparation and filing of Form PF and other similar regulatory filings) and (III) fees, costs and expenses related to applicable state or local lending laws and regulations); (b) with respect to (i) any tax contest or (ii) any representation by the “partnership representative” of any Clients that are fund vehicles; or (c) in connection with any litigation or governmental review, audit (including any tax audit), inquiry, investigation, proceeding or contest involving the Clients, the Registrant or any of their respective affiliates, including the amount of any judgments, settlements or fines paid in connection therewith, except, however, to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for in the applicable Client governing documents; (xiii) any and all fees, costs and expenses incurred in connection with distributions to Client investors; (xiv) any and all fees, costs and expenses incurred in connection with any meeting with one or more Clients (including any annual meeting of the Registrant that Clients are invited to attend), including, without limitation, travel, meal and lodging expenses of the Registrant and its representatives and ancillary activities related thereto; (xv) out-of-pocket expenses incurred by members of Client advisory committees and their designees in connection with the fulfillment of their duties pursuant to the applicable Client governing documents, including, without limitation, travel expenses incurred in connection with attending advisory committee meetings (including, without limitation, transportation, meal and lodging expenses); (xvi) any and all fees, costs and expenses paid by the Clients with respect to potential co-investments that are not consummated, including any portion of such expenses that is not borne by co-investors; (xvii) any and all fees, costs and expenses (including, for the avoidance of doubt, all equivalent fees, costs and expenses to those set forth herein) incurred in connection with the formation, organization and operation of any Client, the general partner (or equivalent entity) of any Client, any special purpose entity, alternative investment vehicle and/or co-investment vehicle (including any fees, costs and expenses incurred in connection with establishing co-investment vehicles in connection with proposed investments that are not consummated, to the extent not borne by such vehicles); (xviii) any and all fees, costs and expenses incurred in connection with the dissolution, winding up or termination of any Clients, the general partner (or equivalent entity) of any Client, any special purpose entity or any alternative investment vehicle and/or co-investment vehicle; (xix) any and all fees, costs and expenses incurred in connection with any amendments, modifications, revisions or restatements to the constituent documents of the Clients, any special purpose entity or any alternative investment vehicle and/or co-investment vehicle; (xx) any and all fees, costs and expenses incurred in connection with negotiating and entering into, and compliance with, side letters, including, without limitation, any “most favored nations” processes; (xxi) any and all fees, costs and expenses incurred in connection with computing the value of the assets of Clients, including the fair market value of CLO securities (including, without limitation and as applicable, any and all fees, costs and expenses associated with advisors, accountants, independent pricing services and third-party valuation consultants); (xxii) any and all fees, costs and expenses related to the Clients’ indemnification obligations pursuant to the applicable Client governing documents; (xxiii) any and all fees, costs and expenses incurred by the Clients, the Registrant or any of their respective affiliates or employees or any service provider for, or resulting from, any hedging transactions of Clients; (xxiv) the management fees payable by Clients pursuant to the applicable Client governing documents; (xxv) any and all fees, costs and expenses related to any administrator and/or any depositary of Clients (whether engaged prior to or after the initial closing of any Client); and (xxvi) any fees (including fixed and performance fees) payable

to joint venture partners or third-party managers (in each case, without offset to any fixed and performance fees paid by Clients to the Registrant and/or its affiliates).

The Registrant allocates fees, costs and expenses among Clients and the Registrant in a fair and equitable manner consistent with its Expense Allocation Policy, as determined by the Registrant in good faith. Fees, costs and expenses will generally be allocated to applicable Clients and related entities on a *pro rata* basis based on a measure of assets under management, net asset value, capital commitments or otherwise as deemed fair and equitable by the Registrant in good faith at the time such fees, costs and expenses are paid, regardless of when the related service or benefit was received. Certain Clients and related entities pay fees, costs and expenses on a fixed amount basis. Expenses allocated to a Client will indirectly be borne by all underlying investors and, if applicable, underlying feeder funds, that are invested, directly or via a feeder fund, in such Client at the time such expenses are paid by the Client, regardless of whether the expenses relate to any one investor or a subset of investors, unless otherwise determined by the Registrant in good faith. Under the constituent documents of its Clients, the Registrant is generally permitted to consult with an independent monitor and/or other third party (including outside accounting, legal and/or compliance firms) related to Client matters, including in connection with making any determinations with respect to the allocation of fees, costs and expenses or contractual interpretations or ambiguities relating to fees, costs and expenses. Such determinations, if made in good faith reliance on such independent monitor and/or other third party, will be binding on the Clients.

With respect to fees, costs and expenses associated with a consummated investment, such expenses generally will be allocated to the Clients and related entities that participated in the investment, *pro rata* based on each Client's holding in such investment.

With respect to fees, costs and expenses associated with an unconsummated investment, such expenses generally will be allocated to the Clients and related entities that were provisionally allocated for the prospective (but unconsummated) investment or, if no provisional allocation was made, then to the Clients and related entities eligible to invest in such asset type or strategy. The eligibility of a Client to participate in a specific asset type or strategy will be determined by the Registrant in good faith on the basis of the Client's investment advisory agreement and/or other constituent documents and/or the Client's past investments, even if such asset type or strategy is not enumerated in the relevant documents. Accordingly, a Client who has previously invested in (or consented to invest in, even if no investment was made) an asset type or strategy (even on a one-off basis pursuant to the Client's consent) will be considered eligible for such asset type or strategy for purposes of allocating to such Client the fees, costs and expenses associated with such asset type or strategy, including for unconsummated investments, until such Client affirmatively informs the Registrant that it no longer wishes to be considered for investments of such asset type or strategy. Each applicable Client and related entity will generally be allocated its *pro rata* share based on the provisional allocation or a *pro forma* investment allocation using the Registrant's Trade Allocation Policies and Procedures, as applicable. See *Brokerage Practices – Bunched Orders and Trade Allocation* herein for more information on the Registrant's Trade Allocation Policies and Procedures.

Certain allocated expenses are not payable by certain Clients or investors. For example, the Registrant pays the allocated portions of expenses for those Clients whom the Registrant has

contractually agreed not to charge or for whom it waives such expenses (in each case, in whole or in part, based on the contractual agreement with the applicable Client). Where a Client holds an interest in an investment vehicle, the investment vehicle will generally directly pay any expenses relating to the vehicle or to its underlying investments. Such amounts will be paid out of capital contributed or transaction proceeds. The Registrant will credit to the Client the amounts of expense types that the Client would not otherwise bear pursuant to its contractual arrangement.

For purposes of determining expense allocation, the formula for calculating assets under management includes marked-to-market long positions and the absolute value of short and derivative investment positions but excludes cash. In addition, for revolver, bridge loan and delayed draw term loan positions, the assets under management is calculated based on the commitment amount.

Co-investors can invest on their own balance sheet without Registrant involvement or can invest via Registrant-managed co-investment vehicles or accounts (such vehicles and accounts, “**OHA Co-Investment Accounts**”). OHA Co-Investment Accounts will generally be allocated expenses that are directly or indirectly for their benefit, as well as their *pro rata* share of expenses relating to the sourcing, research, consummation and/or management of applicable Co-Investments in which they participate, even if they are ultimately abandoned, in a manner the Registrant determines is fair and equitable. While the expense allocation policy described above generally applies to OHA Co-Investment Accounts, the methodology differs in the manner set out herein. In some cases, Clients and/or investors agree to bear the portion of expenses allocable to an OHA Co-Investment Account. If a trade including a co-investment is ultimately not consummated, then, unless a provisional allocation had already been made including the OHA Co-Investment Account or otherwise agreed with the OHA Co-Investment Account, such allocated amount will be borne by the Registrant and/or the Registrant’s Client(s) participating in such investment (or who would have participated had such investment been consummated), to the extent permitted pursuant to the investment advisory agreements and other Client constituent documents, as applicable. These expenses include any break-up fees or broken deal expenses and/or other fees, costs and expenses related to such investment. A potential and actual co-investor that does not have an OHA Co-Investment Account will not be allocated any portion of deal expenses (including dead deal expenses).

Some services are provided by Oak Hill Capital Management, LLC. (e.g., benefit plan/payroll services). Oak Hill Capital Management, LLC provides services to separate firms that bear or once bore the Oak Hill name. This entity operates separately from the Registrant, has separate and independent general partners and managers, and makes decisions on an independent basis. Fees for these services are negotiated on an arm’s-length basis.

Some services are provided at cost by the Registrant’s employees, including in-house professionals and related administrative personnel, including personnel of the Registrant responsible for legal, accounting and tax matters, portfolio reconciliation, portfolio compliance and reporting or otherwise for implementing, maintaining and supervising the procedures relating to the books and records of Clients, and, in each case, their supervising persons.

The Registrant does not earn a profit for the services provided by the foregoing in-house professionals and related administrative personnel. Specifically, the Registrant charges Clients

their allocable portion of the lesser of (i) actual applicable cost (including allocated portions of Overhead) (“**Actual Expense Amount**”) of such professionals or personnel or (ii) an amount not to exceed the reasonable estimated cost had the service been performed by an outside firm of national repute, as determined in good faith by the Registrant (taking into account factors deemed by the Registrant to be relevant, such as prior experience in the relevant matter, quality, accessibility and ability to customize the services). Such assessments can be subjective, and the Registrant will have a conflict in determining whether an outside firm could have performed comparable services at a lower cost. The allocable cost for each Client or entity is based on weekly timesheets maintained by such professionals or personnel, reflecting a fixed total weekly number of work-hours for each professional. In-house legal professionals allocate their time to specific matters or Clients. Certain in-house accounting professionals are part of an accounting group that covers a designated list of Clients or entities based on similar strategies or account types, and such professional allocates his or her time between the Registrant and its affiliates, on the one hand, and their designated Clients or entities, on the other hand. The cost of services provided by each accounting group is generally allocated across the Clients and entities supported by such accounting group using a fixed fee or *pro rata* based on assets under management. Fixed fees are assessed, for example, where *pro rata* allocation based on assets under management would otherwise under-represent or overrepresent the relative workload allocable. Where in-house legal and accounting professionals supervise or perform side-by-side services with third-party law firms, administrators and tax professionals, both the in-house and third-party expenses are subject to allocation to Clients. The Registrant will have a conflict of interest in determining the respective portions of the foregoing costs of such services that will be charged to its Clients.

Certain types of costs that constitute operating expenses, organizational expenses or other types of fees, expenses or costs that are borne directly or indirectly by a Client can overlap with or include costs associated with regulatory compliance obligations of the Registrant. For example, the governing documents of a Client typically require the preparation and distribution of audited annual financial statements, the cost of which is borne by the Client as an operating expense, even though this contractual requirement also serves as a means for the Registrant to comply with requirements that are applicable to the Registrant under SEC rules relating to the custody of client assets. Similarly, a Client can be expected to bear organizational expenses that include costs incurred by the Registrant to comply with regulatory standards relating to, among other things, “advertisements” and other communications with prospective investors under SEC rules. These and other direct or indirect operating expenses, organizational expenses, and other types of fees, expenses and costs generally will be allocated to the Client to the extent permitted by the relevant organizational documents, even though the underlying requirement or activity associated with such fees, expenses or costs may relate, in whole or in part, to requirements that, from a legal or regulatory perspective, are applicable to the Registrant, rather than to the Client or a portfolio investment.

With respect to costs associated with the Registrant’s retention of service providers to Clients or portfolio investments, while the Registrant may, in its discretion (subject to a Client’s governing documents) seek to obtain benchmarking data regarding the rates charged or quoted by other third parties for similar services, the Registrant generally is under no obligation to do so. In the event that the Registrant does undertake to benchmark the cost of services, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of

such services. In addition, benchmarking data, to the extent available, often is based on general market and broad industry overviews, rather than determined on a provide-by-provider or asset-by-asset basis. As a result, benchmarking data typically does not take into account specific characteristics of individual assets then owned or to be acquired by a Client (such as size or location), or the particular characteristics of services provided or differentiations in the quality of service (such as reliability, speed of execution, degree of specialization or experience of the service provider). For these reasons, such market comparisons may not result in precise market terms for comparable services, and the fact that one service or service provider may be “comparable” to another, or lower in cost, does not limit the Registrant from choosing a different and/or higher cost service provider in the event that the Registrant believes doing so can be expected to result in services that are of higher quality or otherwise better suited to the identified need. In many circumstances, the Registrant can be expected to determine that third-party benchmarking is unnecessary, for example because in the Registrant’s view no comparable service provider offers such good or service (or an insufficient number of comparable service providers for a reasonable comparison exists), or because the Registrant has access to adequate information (including from service providers to the Registrant, its Clients or portfolio investments) or otherwise believes that it has sufficient experience to select a service provider without reference to third-party benchmarking.

## **Performance-Based Fees and Side-by-Side Management**

As noted above, the Registrant and its related general partners and/or advisory affiliates charge certain Clients performance-based fees, which are fees based on a share of income from, capital gains on, or capital appreciation of, such Clients’ assets. The existence of the performance-based fees creates an incentive for the Registrant to approve, and thereby cause a Client to make, more speculative investments than it would otherwise make in the absence of such performance-based fees.

Furthermore, the Registrant could be incentivized to allocate investment opportunities to Clients that pay performance-based fees on terms that are preferential to other Clients. For example, some Clients pay higher performance-based fees as compared to other Clients and some Clients pay performance-based fees periodically on realized and unrealized net gains, as compared to other Clients that pay performance-based fees on a deferred basis, as investments are realized and proceeds are distributed. In addition, some Clients have a high water mark, soft or hard hurdle and/or a preferred return, and the Registrant could be incentivized to allocate investment opportunities to Clients that are close to their respective high water mark, soft or hard hurdle and/or preferred return, in order to begin or to continue accruing and/or receiving performance-based fees with respect to such Clients. Similarly, the Registrant could be incentivized to dedicate increased resources and/or allocate more profitable investment opportunities to Clients that pay higher management fees than other Clients. Similarly, the Registrant could be incentivized to allocate certain investment opportunities to Clients with preferential expense terms, such as accounts that pay a greater portion of the Client’s expenses. For Clients with unfunded commitments and credit lines or other financing facilities (including subscription facilities), where the Registrant has the discretion to either call capital or to draw on the credit line or other financing facilities, the Registrant could be incentivized to draw on such credit line or other financing facilities rather than

calling capital, if doing so is expected to generate a higher internal rate of return (or a lower preferred return) for purposes of calculating performance-based fees. See *Use of Leverage*.

Performance-based fees received by the Registrant and its related general partners and/or advisory affiliates are based primarily on net income and realized and (in some cases) unrealized gains and losses. As a result, the performance-based fees earned could be based on unrealized gains that Clients may never realize.

Notwithstanding the foregoing, the Registrant's investment allocation process does not take into account management fees, performance-based fee terms and/or expense terms when allocating investment opportunities among Clients. To mitigate these conflicts, the Registrant has implemented Trade Allocation Policies and Procedures, as described in the *Brokerage Practices* section herein, and the Registrant conducts reviews of the performance of accounts with similar investment objectives.

In certain cases, the Registrant will have the opportunity (but, subject to any applicable restrictions or procedures in the Clients' governing documents, no obligation) to identify one or more secondary transferees of interests in a Client. In such cases, the Registrant will use its discretion to select such transferees based on eligibility and other factors, and unless required by the governing documents, will determine in its sole discretion whether the opportunity to receive a transfer of Client interests should be offered to one or more existing Client investors.

## **Types of Clients**

The Registrant provides investment advisory services to various private funds, including pooled funds and CLOs, and single investor mandates, in each case, for which the Registrant and certain of its affiliates serve as the general partner and/or investment adviser (or in a similar capacity). The Registrant's Clients (including investors therein) include, without limitation, pension funds, sovereign wealth funds, insurance companies, financial institutions, foundations, endowments, fund of funds, family offices and high net worth individuals. All investors in private fund Clients are required to be either "qualified purchasers" or employees who are deemed to be "knowledgeable employees" under the U.S. Investment Company Act of 1940 (as amended, the "**40 Act**"), or must otherwise be permitted to invest under applicable securities laws.

The Registrant does not have a formal minimum assets under management threshold with respect to separately managed accounts and single investor vehicles, but it does require minimum investments on a case-by-case basis. Pooled funds for which the Registrant or an affiliate serves as general partner and/or investment adviser generally impose a minimum investment requirement for admission as a limited partner, shareholder or similar investor, although in most cases the general partner and/or the investment adviser of the applicable fund does have the authority, in its sole discretion, to accept commitments of lesser amounts (subject to applicable law). Additional suitability requirements for investment in each of the private fund Clients are more fully discussed in the disclosure and subscription documents for each fund.

# Methods of Analysis, Investment Strategies and Risk of Loss

## Method of Analysis and Investment Strategies

The Registrant's corporate credit investment philosophy is typically based on five tenets: (i) intensive credit analysis; (ii) relative value analysis; (iii) focus on risk-adjusted returns; (iv) loss avoidance; and (v) active portfolio management.

- *Intensive credit analysis* is the cornerstone of the Registrant's investment philosophy and includes: (i) business, vehicle and borrower analysis, which involves a comprehensive fundamental evaluation of a company and includes historical and projected financial modeling; (ii) capital structure analysis, which evaluates the terms and structure of a company's debt and equity securities relative to the company's business risk; and (iii) valuation analysis, which considers the enterprise value of a company in both the public and private markets.

The main sources of information the Registrant uses in conducting research and diligence include, without limitation:

- Annual and quarterly company reports, prospectuses and press releases;
  - Credit agreements, indentures, shareholder agreements, offering circulars and related documents;
  - Bankruptcy and other court filings;
  - Company books and records;
  - Investment manager and trustee reports;
  - Financial publications;
  - Third party research and governmental agency reports; and
  - Corporate rating services.
- *Relative value analysis* involves identifying relative comparative value among industries, issuers and securities by evaluating the different risks assumed by investors across these profiles relative to the returns implied by asset prices. The Registrant believes cyclical, technology, litigation, regulatory, valuation, financing and other risks vary across industries. Individual issuers are exposed to company-specific risks that may include competitive, financial, management, ownership, environmental, social and governance ("ESG") and other risks. Further, the Registrant believes that different companies possess different components of risk, which include competitive, financial and/or managerial risks. Finally, each instrument or layer in a company's capital structure has a different measure of risk based on collateral, subordination, covenants, liquidity, interest rate sensitivity and other considerations.
- *Focus on risk-adjusted returns* involves identifying investments that offer the maximum return for the least amount of risk, and thinking about "yield-to-event" rather than yield-to-maturity.

- *Loss avoidance* involves concentrating on issuers with stable (or improving) businesses and securities which possess strong asset (or value) coverage and structural protection (e.g., security, covenants) in the event of credit problems.
- *Active portfolio management* involves the continuous integration of credit and relative value analyses combined with opportunistic management of the portfolio. The team is trained to think about “buying the portfolio every day.” This discipline requires that investment professionals continually challenge the investment rationale for each position while incorporating new credit, market and pricing information. The Registrant believes that active portfolio management is an important component of its investment strategy because market conditions and companies’ credit quality continually change.

In addition, the Registrant employs a common investment process across the various sectors within the structured products market. The investment process is typically based on: (a) collateral analysis; (b) structural and documentation analysis; (c) collateral manager review; (d) scenario analysis; (e) relative value analysis; and/or (f) surveillance and portfolio management.

- *Collateral analysis* is the cornerstone of the investment process and involves an extensive analysis and deep understanding of the underlying collateral for each structured product investment. Specifically, the analysis of the collateral pool is done largely on an asset-by-asset basis. The individual assets in the collateral pool are analyzed for historical and current performance and, most importantly, the assets are evaluated for future performance. For the portfolio assets, this analysis and evaluation focuses on their (i) future expected cash flow and value, (ii) default propensity, (iii) timing of potential default and (iv) potential loss severity.
- *Structural and documentation analysis* involves analyzing the structural elements of each investment and doing an in-depth review of the key governing transaction documents. The structural review includes a capital structure analysis, which evaluates the terms and structure of a transaction’s various asset classes. The documentation review is performed by the Registrant, and in certain instances is supplemented through review by outside counsel.
- *Collateral manager review* involves analyzing the historical performance, ESG integration capabilities and general quality of a particular collateral manager.
- *Scenario analysis* involves projecting the future cash flows of a collateral pool and modeling how the projected returns of a particular investment tranche vary as the projections of the underlying cash flows are modified under different scenarios. The scenarios can be varied based on asset-specific considerations as well as macro-economic factors. The scenario analysis seeks to integrate the analyses performed on the collateral, structure, documentation, and collateral manager, so that the boundaries of risk and return can be reasonably calculated and understood, prior to making an investment decision.
- *Relative value analysis* involves identifying relative value. This process focuses on evaluating the risks assumed by investors relative to the returns implied by asset prices.



This analysis also incorporates relative risk and return across the various tranches and capital structures available for investment in the structured products markets.

- *Surveillance and portfolio management* involves performing investment surveillance on each portfolio asset on a regular basis, in addition to monitoring overall portfolio risks. Generally, the performance to date of each investment is evaluated relative to projected performance at the time the investment was made. Taking into account current market pricing and expected ongoing collateral performance, future projected returns are calculated and a buy/sell/hold decision is made. This process also allows relative value decisions to be made both among investments already in the portfolio and those available for purchase in the markets. Portfolio concentration risks and macroeconomic risks are continually evaluated, and hedging strategies are employed as appropriate to mitigate certain of these risks.

The Registrant's investment team performs three primary functions: research, trading and portfolio management.

- **Research:** Research professionals are responsible for all aspects of credit and structured products analysis and due diligence, as described above. In addition, as part of the research process, research professionals: (i) conduct diligence meetings with management, selected customers, suppliers, competitors, service providers and industry analysts; (ii) engage outside consultants and legal and accounting experts, as necessary; and/or (iii) prepare internal research reports and recommendations for the portfolio managers. The industry-focused research professionals regularly monitor both existing and prospective investments as well as fundamental trends in their respective industry segments.
- **Trading:** Trading professionals are responsible for managing the trading process and for providing the investment team with insight on relative value and capital markets issues. The trading professionals also generate market-oriented investment ideas for the research group.
- **Portfolio Management:** The portfolio managers approve all investment decisions and supervise the research and trading professionals. The approval process is typically based on meetings with research and trading professionals on each investment. Investment decisions are based on, among other factors, credit analysis, relative value, diversification and/or market conditions with the objective of maximizing risk adjusted returns.

### Risk of Loss

The description contained herein is an overview of certain risks to Clients (and investors therein) relevant to the Registrant's method of analysis, investment strategies and types of securities recommended, and is not intended to be complete. Additional risks and uncertainties applicable to Clients exist. A detailed description of applicable risk factors is set forth in Client private placement memoranda and/or other governing documents and disclosures as applicable, which the Registrant will make available to current Clients, investors and qualified prospective investors upon request. All investments involve a risk of loss and any investment strategy offered by the

Registrant could lose money over the short or long term. Clients and investors should carefully consider a number of different risks including, but not limited to, the following:

*A. Investment Strategy Risks*

**Investment and Trading Risks.** All investments in securities and obligations risk the loss of capital, including the risk of a total loss of invested capital. The Registrant believes that its investment and research programs and techniques can moderate this risk through a careful selection of securities, obligations and other financial instruments. No guarantee or representation is made that a Client's program will be successful. Past performance is not necessarily indicative of future performance. Clients' investment programs sometimes utilize such investment techniques as leverage, margin transactions, short sales, derivatives and other swaps (including for purposes of interest rate and/or currency hedging), options on securities and forward contracts, which practices do, in certain circumstances, increase the adverse impact to which the Clients are subject. Clients invest in loans, bonds or other fixed-income securities or obligations, including, without limitation, public and private non-investment grade bonds, secured loans, second lien debt, structured products, convertible securities and other financial instruments with fixed-income characteristics. Such securities and obligations will primarily be below investment grade and face ongoing uncertainties and exposure to adverse business, financial or economic conditions which could lead to the applicable issuer's inability to timely meet interest and principal payments. The market prices of such instruments are also subject to abrupt and erratic market movements and changes in liquidity and above-average price volatility, and the spread between the bid and ask prices of such instruments are greater than those prevailing in other financial markets. In addition, many of the issuers in which a Client invests will be highly leveraged and many of a Client's investments will be in securities that are unrated or rated below investment grade. Such investments are subject to additional risks, including an increased risk of default during periods of economic downturn, the possibility that the obligor may not be able to meet its debt payments and limited secondary market support, among other risks.

**Economic, Political and Market Risks.** The investments made by the Clients involve a high degree of business and financial risk that can result in substantial losses. In particular, these risks could arise from changes in the financial condition or prospects of the entity in which the investment is made, changes in national or international economic and market conditions and changes in laws, regulations, trade barriers, exchange rates and controls, fiscal policies, or political conditions of countries in which investments are made, including the risks of war and the effects of terrorist attacks and security operations. Changes in such aspects result in the disruption of the global credit markets, periods of reduced liquidity, greater volatility, general widening of credit spreads and a lack of price transparency. The Registrant's investments are expected to be sensitive to the performance of the overall global economy. A negative impact on economic fundamentals and consumer and business confidence would likely increase market volatility and reduce liquidity, both of which could have a material adverse effect on Clients' performance and these or similar events can affect the ability of Clients to execute their investment strategies.

In the past decade, there have been periods of global market uncertainty and adverse financial conditions. Volatile and difficult global credit market conditions adversely affect the market values of equity, fixed-income and other financial instruments. The possibility of partial or total loss of

capital will exist, and investors should not invest unless they can readily bear the consequences of such loss. Market disruptions sometimes cause dramatic losses for the Clients and such can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk. In addition, interest rate changes affect the value of Clients' debt instruments as well as the ability of companies or businesses in which the Clients invest to refinance debt securities. Factors that affect market interest rates include, without limitation, inflation, slow or stagnant economic growth or recession, unemployment, money supply, governmental monetary policies, international disorders and instability in domestic and foreign financial markets. In a changing interest rate environment, the Registrant will at times not be able to manage this risk effectively, and performance could be adversely affected. The Registrant will not necessarily hedge Clients' interest rate risk.

Changing political environments, regulatory restrictions and changes in government institutions and policies in and outside the U.S. could adversely affect Client investments. Civil unrest, ethnic conflict or regional hostilities contribute to instability in some countries. Such instability typically impedes business activity and adversely affects the environment for foreign investments. Actions in the future of one or more governments could have a significant effect on the various economies, which could adversely affect market conditions, prices and yields of securities and other obligations.

In particular, the U.S. is currently experiencing, and in recent years has experienced, increasing political and civil unrest and uncertainty. This political and civil unrest and uncertainty is heightened given that the U.S. held political elections during the unprecedented COVID-19 pandemic. As a result, voters requested mail-in or absentee ballots at an unprecedented rate. While historical evidence does not support the claim that mail-in or absentee ballots are inaccurate or lead to voter fraud, there were attempts to cast into doubt the ability of the U.S. to run a free and fair election in 2020. Since the elections took place, election results have been contested, through the court system or otherwise, as a result of actual or perceived unfairness, undue influence or illegal action. Additionally, persons and organizations have claimed that certain political actions by certain governmental officials, in connection with the elections or otherwise, are "corrupt" or a departure from historical norms. On January 6, 2021, U.S. extremist groups and other persons participated in a violent riot at the U.S. Capitol, which resulted in extensive property damage and multiple fatalities. This period of political and civil unrest and uncertainty may continue and may have a negative effect on the Registrant, its Clients and their investments.

**Regulated Funds.** The Registrant (or an affiliate thereof) currently advises, and is expected to advise in the future, certain investment companies that have elected treatment as a business development company ("**BDC**") pursuant to the 40 Act (collectively, "**OHA Regulated Funds**"). One or more Clients have investment strategies that are or can be expected to overlap, in whole or in part, with the investment strategies of the OHA Regulated Funds, and it is expected that from time to time a Client will seek to invest alongside the OHA Regulated Funds when doing so is consistent with such Client's investment strategy. However, any such investments are likely to be subject to significant restrictions and requirements under the 40 Act.

In particular, the 40 Act, the SEC's rules thereunder, and the interpretations of such provisions by the SEC and its staff, place significant limitations on "joint transactions." A "joint transaction" under the 40 Act generally can include "any written or oral plan, contract, authorization or arrangement, or any practice or understanding concerning an enterprise or undertaking" in which

a registered fund or BDC has a “joint or joint and several participation, or share in the profits of such enterprise or undertaking,” with (a) in the case of a registered fund, an “affiliated person,” as defined in the 40 Act, or an “affiliated person” of an “affiliated person,” or (b) in the case of a BDC, a “close affiliate” or a “remote affiliate” (collectively, “**Joint Transaction Affiliates**”). In most cases, joint transactions between a BDC and a Joint Transaction Affiliate are prohibited, unless the SEC has granted exemptive relief permitting otherwise. It should be assumed that one or more Clients will be considered a Joint Transaction Affiliate of the OHA Regulated Funds.

The Registrant and its affiliates have received an exemptive order (the “**Exemptive Order**”) that permits certain existing and future OHA Regulated Funds to co-invest alongside certain Joint Transaction Affiliates, including certain other Clients, in some transactions that could otherwise potentially be deemed prohibited joint transactions under the 40 Act. Among other things, the Exemptive Order permits the OHA Regulated Funds and certain other Clients to invest alongside each other in transactions that involve the negotiation of a term other than price, but only in compliance with the conditions of the Exemptive Order. These conditions generally include, among other things, that investment opportunities which fall within the investment objectives and strategies of an OHA Regulated Fund be offered to such OHA Regulated Fund; that the OHA Regulated Funds and the other Clients invest at the same time, on the same terms and in the same parts of the capital structure of an investment; that the independent members of the board of directors of each OHA Regulated Fund approve and make certain findings regarding the fairness and reasonableness of the transaction to the OHA Regulated Funds and their equity holders; and that follow-on and disposition opportunities be offered pro rata to the OHA Regulated Funds (subject, in each case, to various exceptions and additional requirements). Thus, while the Exemptive Order permits a Client to engage in transactions alongside the OHA Regulated Funds that might otherwise be prohibited by the 40 Act, the foregoing and other terms of the Exemptive Order could also have the effect of limiting the ability of such Client to make certain investments, or could reduce the flexibility of such Client to manage, restructure or dispose of investments as compared to situations where such Client did not co-invest alongside an OHA Regulated Fund.

In addition, in order to avoid certain limitations and prohibitions with respect to joint transactions, from time to time a Client may, at the time of investment, elect to invest in non-voting securities of such investment (if such a class is available) or may enter into a contractual arrangement under which such Client waives rights (if any) to vote for the election or removal of such investment’s directors (or rights considered equivalent to this under applicable SEC staff interpretations). None of the OHA Regulated Funds, the Registrant or any other Clients are expected to receive any consideration in return for entering into a voting waiver arrangement. The Registrant will allocate the acquisition of voting and non-voting securities among its Clients in its sole discretion in accordance with its written allocation policies and procedures (subject, in all cases, to any limitations under the 40 Act and the Exemptive Order). To the extent a Client holds any non-voting securities, it will not be able to vote on matters that require the approval of the interest-holders of the underlying investment, including matters potentially adverse to such Client’s interests. If such Client’s ability to vote is limited, its ability to influence matters being voted on will be reduced relative to other investors.

In some circumstances, due to regulatory considerations related to the 40 Act and the Exemptive Order, a Client may be excluded from participation in specific investments for allocation purposes.

As a result, the existence of the OHA Regulated Funds and the Exemptive Order may limit allocations of investments to one or more Clients pursuing similar investment strategies or similar investments to an OHA Regulated Fund, and consequently the performance of such funds could vary materially. In addition, because the Exemptive Order will contain certain requirements relating to the allocation of investment opportunities among OHA Regulated Funds and other Clients, it is also possible that differentials in the size of the respective funds or their preferred order sizes could result in a materially reduced allocations of certain investments to one or more Clients. In certain circumstances, a Client will not be able to participate at all in an investment if the OHA Regulated Funds are participating or may be required to forgo certain investments that would result in such Client and the OHA Regulated Funds holding investments in different parts of the capital structure of an underlying issuer. Similarly, there could be certain circumstances in which the OHA Regulated Funds and a Client participate in the same transaction and due to subsequent events, either the OHA Regulated Funds or such Client cannot participate in add-on investments in the same underlying issuer.

Conflicts may also arise in situations where OHA Regulated Funds and one or more other Clients have invested alongside each other in different parts of an underlying issuer's capital structure in transactions that were not, at the time of their respective investment(s), considered "joint transactions" (because, for example, such investments were made at different times). If such investment(s) subsequently need to be restructured or renegotiated (for example, due to the bankruptcy or financial distress of an underlying issuer), the ability of the Registrant (or an affiliate thereof) to do so may be limited. Although 40 Act rules provide an exception for the restructuring of certain investments that are held by multiple Joint Transaction Affiliates, such exception generally would not be available unless the OHA Regulated Funds and the applicable other Clients all hold securities of the same class and are subject to the same terms at the time of such restructuring and do not have direct or indirect financial interests in the underlying issuer other than through the holding of such securities.

While the Registrant and its affiliates have established policies and procedures and implement operational and compliance controls which could serve, in part, to address and mitigate potential limitations on Clients created by the 40 Act as a result of the OHA Regulated Funds, for the reasons discussed above (among others), the Registrant's and its affiliates' ability to manage such conflicts will, in certain circumstances, be limited, and no assurance can be given that any such policies, procedures, or operational and compliance controls (if any) will fully or successfully address potential limitations created by the 40 Act and the existence of the OHA Regulated Funds. In addition, T. Rowe manages multiple funds that are registered under the 40 Act. Please see *T. Rowe Transaction*.

**Inflation Risk.** Inflation and rapid fluctuations in inflation rates have had in the past, and may in the future have, negative effects on the economies and financial markets, particularly in emerging economies, but also in more developed economies, including in the U.S. economy, which is experiencing inflation at rates that have not been experienced in decades. For example, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments, and increases in energy prices will have a ripple effect through the economy. In an attempt to stabilize inflation, countries may impose wage and price controls or otherwise intervene in the economy. Governmental efforts to curb inflation often have negative effects on the level of

economic activity. There can be no assurance that inflation will not become a serious problem in the future and have an adverse impact on the portfolio companies or Clients' returns. If a portfolio company is unable to increase its operating income in times of higher inflation, its profitability will be adversely affected. As inflation rises, portfolio companies will likely incur higher expenses, including, among others, development and construction costs, which may result in such portfolio companies lacking sufficient capital to complete their activities; as inflation declines, portfolio companies might be unable to reduce expenses in line with any resulting reduction in revenue.

**Social Media.** The use of social networks such as Facebook, LinkedIn, Twitter and Instagram, message boards such as Reddit and other internet channels has become widespread within the U.S. and globally. As a result, parties now have the ability to rapidly and broadly disseminate information or misinformation without relying on traditional media intermediaries. Information often spreads rapidly across large segments of the U.S. and global population, frequently without any independent verification as to its accuracy, which has led to the spread of misinformation in many cases. The spread of information or misinformation regarding the Registrant, a Client or a Client's portfolio companies or their respective affiliates could result in material and adverse effects on any of the foregoing. Furthermore, certain administrators of or other service providers to social networks, message boards, app stores, websites and other internet outlets have taken actions to ban, block, verify or censor the content disseminated on their networks. Such actions, or similar actions taken by government regulators or courts, could negatively affect a Client or a Client's portfolio companies or their respective affiliates (e.g., if a portfolio company were to face public backlash or regulatory penalties for taking such actions, or if a portfolio company were itself the subject of such a ban). Conversely, a failure to take actions that limit the dissemination of false or misleading information could also negatively affect the Registrant, a Client or a Client's portfolio companies or their respective affiliates.

**Below Investment Grade Debt Securities and Obligations.** Risks associated with investing in high yield fixed income securities and obligations (e.g., leveraged loans and high yield bonds) include:

- the issuer's inability to pay interest or repay principal;
- illiquidity in these markets make the securities and obligations difficult or impossible to sell;
- the issuer or company repays the security or obligation prior to maturity;
- companies that issue such securities and obligations are often highly leveraged and often do not have available to them more traditional methods of financing;
- such issuers and companies generally do not issue publicly traded securities, making it more difficult to hedge the risks associated with such investments;
- the market values of these securities and obligations tend to be more sensitive to changes in economic conditions than higher-rated securities and obligations and therefore are more likely to be materially and adversely affected by events such as recessions; and
- information relating to companies that issue such securities and obligations can be less readily available and reliable than other companies, such as those that issue publicly traded securities, and therefore Clients are more dependent on the analytical abilities of the Registrant.

A Client that has no restrictions in its constitutive documents on the credit quality of its investments could invest in high yield securities and obligations that are below investment grade and/or unrated. Securities in which a Client may invest may be deemed by rating companies to have substantial vulnerability to default in payment of interest and/or principal. Other securities may be unrated. Such securities and obligations are generally not exchange traded and, as a result, these instruments trade in a smaller secondary market than exchange-traded bonds. Issuers of high yield securities and obligations that are below investment grade and/or unrated face ongoing uncertainties and exposure to adverse business, financial or economic conditions that could lead to their inability to meet timely interest and principal payments. As a result, such securities and obligations generally offer a higher return potential than higher-rated securities and obligations, but involve greater volatility of price and greater risk of loss of income and principal.

**Leveraged Loans.** The Registrant invests on behalf of Clients in leveraged loans. Leveraged loans will generally be rated below investment grade or unrated. As a result, the risks associated with leveraged loans are similar to the risks of other below investment grade fixed-income instruments. In addition to the risks for such fixed income obligations set forth above, leveraged loans, including those acquired via participations, entail other risks such as (i) the risk that the underlying borrower experiences a default and/or a bankruptcy, and the related risks thereto, (ii) environmental liabilities that can arise with respect to collateral securing the obligations and (iii) extended settlement periods. In general, the secondary trading market for leveraged loans may not be as liquid or efficient as those for certain other debt securities. To the extent a secondary market for leveraged loans exists, it may be subject to irregular trading activity, wide bid/ask spreads and extended trade settlement periods.

In addition, where loans are acquired via participations (which typically result in a contractual relationship only with the seller of the loan participation and not with the borrower), additional risks apply, such as (i) the inability of the Registrant or its Clients to directly enforce its rights (including set-off) versus the obligor, (ii) exposure to the creditworthiness and performance risk of the participation seller, and (iii) limitations on the ability to directly benefit from the collateral supporting the debt instrument. As a result, Clients will assume the credit risk of both the obligor and the seller selling the participation. In the event of the insolvency of such seller, the Clients could be treated as a general creditor of such seller and, if so, will not benefit from any set-off between such seller and the obligor. Under a participation, the Registrant could be excluded from the ability to negotiate the covenants restraining the activities of the borrower under the leveraged loans that it invests in on behalf of Clients. If so, such loans will not include certain financial covenants and will not protect the Client's income stream as well as if such protections had been available. In addition, business risks are more significant in smaller borrowers or those that are embarking on a build-up or operating turnaround strategy.

Clients will compete with a broad spectrum of lenders, some of which have greater financial resources than the Clients, and some of which are willing to lend money on better terms (from a borrower's standpoint) than the Clients. Increased competition for, or a diminution in the available supply of, qualifying loan opportunities results in lower yields on such loans, which could reduce returns to Clients. In addition, a high percentage of leveraged loans are issued as "covenant-lite." Client's investments in loans with limited covenant protections pose a higher risk, as the borrowers of such loans are subject to fewer covenants with respect to, among other things, other debt that

such borrowers incur. The lack of such covenants increases the likelihood that such borrowers could default on their payments to a Client, thereby resulting in losses to such Client.

**High Yield Bonds.** The Registrant invests on behalf of Clients in high yield bonds (*i.e.*, bonds that are rated in the sub-investment rating categories by credit rating agencies). Such securities are generally not exchange-traded and, as a result, these instruments generally trade in a smaller secondary market than exchange-traded bonds. In addition, such issuers often do not have publicly traded equity securities, making it more difficult to hedge the risks associated with such investments. In addition to the risks for such fixed income securities set forth above, the market values of certain of these lower-rated and unrated debt securities tend to reflect individual corporate developments to a greater extent than do higher-rated securities, which react primarily to fluctuations in the general level of interest rates, and tend to be more sensitive to economic conditions than higher-rated securities. Also, high yield bonds tend to be more volatile than higher-rated securities and are not always protected by financial covenants or limitations on additional indebtedness. Furthermore, companies that issue such lower-rated and/or unrated securities are often highly leveraged and often do not have available to them more traditional methods of financing.

**Lower Credit Quality Investments.** Certain Clients do not have any restrictions on the credit quality of their investments. Instruments in which the Registrant invests on behalf of certain Clients include ones that are deemed by rating agencies to have substantial vulnerability to default in payment of interest and/or principal. Other investments are unrated. Lower-rated and unrated instruments in which the Registrant invests on behalf of Clients are subject to significant uncertainties or major risk exposures to adverse conditions, are more illiquid, and/or are considered to be predominantly speculative. Generally, such investments offer a higher return potential than higher-rated investments, but involve greater volatility of price and greater risk of loss of income and principal. The market values of certain of these investments (such as subordinated securities) also tend to be more sensitive to changes in economic conditions than higher-rated instruments. Declining real estate values, in particular, will increase the risk of loss upon default, and will lead to a downgrading of the applicable investments by rating agencies. The value of such investments will also be affected by changes in the market's perception of the entity issuing or guaranteeing them, or by changes in government regulations and tax policies. In general, the ratings of nationally recognized rating organizations represent the opinions of these agencies as to the quality of the investments that they rate. These ratings are used by the Registrant as initial criteria for the selection of portfolio investments. Such ratings, however, are relative and subjective; they are not absolute standards of quality and do not evaluate the market value risk of the investments. It is also possible that a rating agency might not change its rating of a particular issue on a timely basis to reflect subsequent events.

**Sovereign Debt Investments.** Clients invest in sovereign debt instruments, which involve special risks. The governmental authority that controls the repayment of the sovereign debt may be unwilling or unable to repay the principal and/or interest when due in accordance with the terms of such instruments due to: (i) the extent of its foreign reserves; (ii) the availability of sufficient foreign exchange on the date a payment is due; (iii) the relative size of the debt service burden to the economy as a whole; or (iv) the government debtor's policy towards the International Monetary Fund and the political constraints to which a government debtor is subject. If an issuer of sovereign



debt defaults on payments of principal and/or interest, Clients may have limited legal recourse against the issuer and/or guarantor. In certain cases, remedies must be pursued in the courts of the jurisdiction of the defaulting party itself, and a Client's ability to obtain recourse will be limited. All of a Client's investments in sovereign debt instruments (if any) will be subject to typical market risks.

**Bridge Loans.** It is a common practice for financial institutions to commit to providing bridge loans to facilitate acquisitions, including leveraged buyouts. Bridge loans are frequently made because, for timing or market reasons, longer-term financing is not available at the time the funds are needed, which is often at the time of the closing of an acquisition. In the past, these commitments were not frequently drawn upon due to the availability of other sources of financing; however, due to market conditions affecting the availability of these other sources of financing (principally high-yield bond transactions), bridge loan commitments have been and will be drawn upon more regularly. Since these commitments were not regularly drawn upon in the past, there is little history for investors to rely upon in evaluating investments in bridge loans. Bridge loans often have shorter maturities. Borrower and lenders typically agree to shorter maturities based on the anticipation that the bridge loans will be replaced with other forms of financing within such shorter time period. However, the source and timing of such replacement financing is uncertain and can be affected by, among other things, market conditions and the financial condition of the borrower at the maturity date of the bridge. If the borrower is unable to obtain replacement financing and repay the bridge loan at maturity, the terms of the bridge loan provide for the bridge loan to be converted to a longer-term loan. If bridge loans are not repaid (or cannot be disposed of on favorable terms) on the dates projected by the Registrant, there will be an adverse effect upon the ability of the Registrant to manage Client assets in accordance with its models and projections or an adverse effect upon the performance of Client accounts and the ability to make distributions to investors.

**Revolving Credit Facilities.** Clients invest in funded and unfunded revolving credit facilities ("Revolvers"). In some cases, a Client will need to acquire a Revolver in order to participate in the term loan associated with such Revolver. In such scenarios, the Revolver is not expected to be drawn on unless the applicable Revolver borrower enters a period of financial distress, is pursuing an acquisition or utilizes the Revolver for working capital needs and/or for one or more non-ordinary course reasons. Notwithstanding the foregoing, because Revolvers can generally be drawn on short notice (such as with one (1) business day prior notice), a Client needs to hold cash reserves or use borrowings under a subscription or other credit facility in order to fund any draw on such Revolvers. Such cash reserves and/or interest costs and other expenses associated with any borrowings by a Client will likely reduce, or be a drag on, the returns of a Client, although a Client will receive a nominal fee on the undrawn amount of any such Revolver. In addition, prediction of Revolver utilization is inherently subjective and does not typically take into account changes in credit quality and changes in cash flow, including working capital fluctuation and acquisition activity. While higher than expected utilization increases the current income of a Client, it can also lower returns to the extent that a Client needs to call capital to satisfy borrowing requests and will increase a Client's exposure to defaults by the borrower under the Revolver. There are also operating and financial risks of Revolver borrowers, as Revolver borrowers could deteriorate as a result of, among other factors, an adverse development in their business, a change in their competitive environment, or an economic downturn. As a result, Revolver borrowers that

a Client has expected to be stable can operate at a loss or have significant variations in operating results, can require substantial additional capital to support their operations or to maintain their competitive positions, or can otherwise have a weak financial condition or be experiencing financial distress. All of the foregoing would result in higher -than -expected draws on Revolvers and/or the inability of any Revolver borrower to repay any existing draws on such Revolver. Further, the capital structure of a Revolver borrower that is subject to leverage will increase the exposure of such Revolver borrower to adverse economic factors (such as rising interest rates, changes in commodity prices, downturns in the economy or a deterioration in the condition of such Revolver borrower), each of which will impair such underlying Revolver borrower's ability to finance its future operations and capital needs and may result in the imposition of restrictive financial and operating covenants or increase the risk of defaults by such Revolver borrower under a Revolver. If any such factors cause or contribute to such Revolver borrower's inability to generate sufficient cash flow to meet principal and/or interest payments on its indebtedness or similar payments or obligations under any Revolver, such Revolver borrower's flexibility to respond to changing business and economic conditions will be constrained materially and will increase the risk of default and/or insolvency and the value of Revolvers could be significantly reduced or even eliminated, and potentially resulting in the returns to a Client being lower than would otherwise have been the case.

An additional concern in acquiring a Revolver is the possibility of material misrepresentation or omission on the part of the Revolver seller, the Revolver borrower or other credit support providers, or breach of covenant by any such parties. Such inaccuracy or incompleteness or breach of covenants will adversely affect the valuation of the collateral underlying the loans or the ability of the Revolver lenders to perfect or effectuate a lien on the collateral securing the loan or a Client's ability to otherwise realize on or avoid losses in respect of the investment. A Client will rely upon the accuracy and completeness of representations made by any such parties to the extent reasonable, but cannot guarantee such accuracy or completeness.

Revolvers are generally the shortest maturity obligation in a company's capital structure and are often the first tranche of a company's debt targeted for refinancing. Incumbent Revolver lenders are typically the primary syndication targets for a maturity extension, partially due to the inherent challenges a company faces in obtaining new Revolver capital. The ability for Clients to exit an existing position in a Revolver refinancing will be more challenging when the company is underperforming and its credit profile is weakened. In some circumstances, Clients may be required to participate in a maturity extension if it is deemed to be positive for the Revolver relative to the alternatives. Maturity extensions are typically accompanied by capacity reductions, amendment fees, and other economic or covenant enhancements, although these are case specific. Maturity extensions could result in the need to extend investment terms, lower diversity, and increase concentration risk. In addition, an extension increases the likelihood that the ability of a company to repay the principal of the loan is dependent upon a liquidity event or the long-term success of the company, the occurrence of which is uncertain.

Certain risks described above apply also to other unfunded commitments, such as a delayed-draw term loan.

**Illiquid and Restricted Investments.** Investments selected by the Registrant for certain Clients are illiquid due to transfer restrictions, the size of an interest held or for other reasons. As a result, it is sometimes necessary to hold these investments for an indefinite period of time. Generally, a less liquid investment bears more risk than a more liquid one. For example, if the Registrant is unable to liquidate an investment as its value declines, the Registrant will be unable to limit Clients' losses on such investment. Similarly, if a Registrant is unable to liquidate an investment at a time when cash is needed, the Registrant will miss other investment opportunities or be forced to sell other investments at unfavorable times. The market prices, if any, for such investments are potentially volatile. The sale of restricted and illiquid securities will require more time and can result in higher brokerage charges or dealer discounts and other selling expenses than would the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. Restricted securities could sell at a price lower than similar securities that are not subject to restrictions on resale.

**Stressed and Distressed Investments.** The Registrant invests on behalf of Clients in companies that are experiencing significant financial or business difficulties, including companies in need of restructuring or already involved in bankruptcy or other reorganization and liquidation proceedings. These investments involve a substantial degree of risk. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is no assurance that the Registrant will correctly evaluate the value of the assets collateralizing Clients' distressed investments or the prospects for a successful reorganization or similar action. In any reorganization or liquidation proceeding relating to an issuer in which a Client invests, such Client may lose its entire investment or may be required to accept cash or securities with a value less than such Client's original investment. Under such circumstances, the returns generated from a Client's investments may not compensate such Client adequately for the risks assumed. Distressed investments require active monitoring and, at times, require participation in business strategy or reorganization proceedings. To the extent that the Registrant becomes involved in such proceedings, a Client may have a more active participation in the affairs of the company than that assumed generally by an investor. In addition, involvement by the Registrant in a company's reorganization proceedings could result in the imposition of restrictions limiting a Client's ability to make additional investments in or to liquidate its position in the applicable issuer. The meaning of "distressed" sometimes varies across Clients, for purposes of investment guidelines and/or Client reporting. In addition, the definition of "distressed" used in the Registrant's marketing materials will not always match a Client's definition.

**Continuation Funds.** The Registrant could propose, to a Client's advisory board or a Client's investors, one or more transactions that enable investors to monetize or restructure all or a portion of their interests in a Client, including through the use of a continuation vehicle (each such transaction, a "**Liquidity Event**"). The sale of an investment to a continuation vehicle could result in the applicable general partner and/or related persons of the Registrant (including employees and affiliates) disposing of their investments in the underlying assets at a different time than some or all of the investors in such Client and otherwise taking actions with respect to such investment that are different from the actions taken by other investors. As such, the applicable general partner and other related persons of the Registrant could ultimately receive a return on their share of the relevant investment that is higher than the return achieved by other investors in such Client. The

Registrant could be subject to other conflicts of interests in connection with a Liquidity Event, including with respect to investment valuations, allocation of fees and expenses, crystallizations of carried interest and the offering of investment opportunities to Clients and co-investors.

**Restructuring Situations.** The Registrant from time to time invests on behalf of Clients in companies that face financial or operational difficulties or are otherwise in need of restructuring. The Registrant may not be able to implement a restructuring in a timely manner or at all, and the companies may go out of business or become subject to bankruptcy proceedings. Risks include, without limitation: (i) a subsequent characterization of a payment from the company as a “fraudulent conveyance”; (ii) the recovery as a “preference” of liens perfected or payments made on account of a debt in the 90 days before a bankruptcy filing; (iii) a bankruptcy court decision to disallow, subordinate or disenfranchise Clients’ claims to the company’s assets (including due to equitable subordination claims by other creditors); and (iv) so-called lender liability claims by the issuer of the obligations. Other factors could adversely affect a Client’s investment in such a situation, including the Registrant’s misjudgment of the time required to complete a restructuring, failing to adequately monitor the company and the creditors’ committees or incurring liability as an insider or fiduciary of the company. In addition, involvement by the Registrant in a company’s reorganization proceedings could result in the imposition of restrictions limiting the Clients’ ability to liquidate their position in the issuer. Furthermore, reorganizations can be contentious and adversarial. It is by no means unusual for participants to use the threat of, as well as actual, litigation as a negotiating technique. As a result, the Registrant and/or its Clients could be named as defendants in civil proceedings and the expense of defending against such claims and paying any amounts pursuant to settlements or judgments would generally be borne by Clients and would reduce their net assets. The process can involve substantial legal, professional and administrative costs to the company itself and the Registrant’s Clients. In addition, restructurings are subject to unpredictable and lengthy delays, and, during the process, the company’s competitive position may erode, interest may not be current or accruing, key management may depart and/or the company may not be able to invest adequately. The Registrant anticipates that it and its Clients may be named as defendants in civil proceedings. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would generally be borne by the applicable Clients. In certain cases, Clients’ priority rights may be affected or impaired by a bankruptcy process. The Registrant and/or its affiliates, on behalf of Clients, does elect to serve on creditors’ committees, official or unofficial, equity holders’ committees or other groups from time to time to ensure preservation or enhancement of Clients’ positions as creditors or equity holders. In such circumstances, Clients will sometimes be restricted or prohibited under applicable law from transacting in investments in the relevant company. If the Registrant and/or its affiliates resign from or do not participate in such committees or groups, the Clients would not realize the benefits, if any, of participation in such committees or groups. Some positions of leadership among creditors impose a fiduciary duty and the Registrant and/or its affiliates can be in a position where they must make a decision that is more advantageous to the creditors’ committee than to Clients, or vice versa. Should Registrant and/or its affiliates make a decision that is more advantageous to Clients than to the creditors’ committee, such decision will subject the Registrant and the relevant Clients to the possibility of claims they would not otherwise be subject to as an investor, including claims of breach of the duty of loyalty, securities claims and other director-related claims.

In any reorganization or liquidation proceeding relating to a company in which the Registrant invests for a Client, such Client may lose its entire investment, may not show any return for a considerable period of time, or may be required to accept cash, securities or other instruments with a value less than the Client's original investment or that pose their own risks and conflicts unique to their asset type. Under such circumstances, the returns generated from a Client's investments may not compensate such Client adequately for the risks assumed.

**Energy-Related Investments.** Clients may invest in energy-industry assets and businesses, including issuers and businesses who sell products and services to issuers in the energy industry. Such energy-industry assets and businesses are typically regulated to varying degrees, including restrictions imposed by environmental regulators. In addition, statutory and regulatory requirements include those imposed by energy, zoning, land use, safety, labor and other regulatory or political authorities. It is possible that changes to applicable regulations or regulatory practice could have adverse consequences for Clients' energy investments. Certain energy-industry assets and businesses are subject to financing and other support from national, state and local governments and regulatory agencies. The elimination of, or reduction in, such financial and other support could have a material adverse effect on the relevant company's financial condition or results of operation. Ordinary operation or the occurrence of an accident, with respect to an energy asset, could cause environmental damage, which would likely result in significant financial distress to such asset. Certain environmental laws and regulations require that an owner or operator of an energy asset address historical environmental contamination or impose decommissioning requirements at the time the asset is retired, which could involve substantial costs. Companies (and in turn, its investors, including Clients) are exposed to substantial risk of loss from environmental claims or losses or reputational impacts from protests relating to development or operation of energy assets.

*Commodity Prices.* Prices for oil and natural gas and other commodities that Clients may be exposed to are subject to large fluctuations in response to relatively minor changes in the supply of and demand for such commodities, market uncertainty and a variety of additional factors beyond the Registrant's and/or the Clients' control. These factors include, but are not limited to, weather conditions, the condition of the global economy, political stability in the Middle East and elsewhere, terrorist acts, the foreign and domestic supplies of oil and natural gas, the price and level of foreign oil imports, the price, availability and acceptance of alternate fuel sources, the availability of pipeline capacity, transportation interruption, domestic and foreign governmental regulations, price controls and taxes, domestic and foreign environmental laws and regulations, the level of consumer demand and the overall economic environment, including interest rates, levels of economic activity, the price of securities and the participation by other investors in the financial markets.

The price of crude oil, for example, has fallen considerably in past years. If a Client makes investments that expose it to variations in the price of crude oil, including investments in issuers that are dependent on the financial health of the energy industry for their revenues, there can be no assurance that such Client will not be adversely affected if the price of oil increases or falls.

*Legal and Regulatory Matters in the Energy Sector.* Oil, natural gas and coal storage, handling, processing and transportation, as well as power generation and transmission, are extensively regulated. Statutory and regulatory requirements may include those imposed by energy, zoning,

environmental, safety, labor and other regulatory or political authorities. Failure to obtain or a delay in the receipt of relevant governmental permits or approvals, including regulatory approvals, could hinder operations and result in fines or additional costs. Obtaining permits and approvals or complying with ongoing regulatory requirements may be costly and/or time-consuming. Moreover, the adoption of new laws or regulations, including those with respect to the emission of greenhouse gases, or changes in the interpretation of existing laws or regulations or changes in the persons charged with political oversight of such laws or regulations, could have a material adverse effect upon the profitability of a Client's energy-related investments and could necessitate the creation of new business models and the restructuring of investments in order to meet regulatory requirements, which may be costly and/or time-consuming.

*Uncertainty of Estimates.* Estimates of natural resources reserves (e.g., hydrocarbon reserves or mineral reserves) and of factors such as solar energy intensity and movement of wind and water flow (for solar, wind and hydroelectric power, respectively) by qualified engineers are often a key factor in valuing certain energy, power and natural resources companies which could include potential issuers of Clients. The process of making these estimates is complex, requiring significant decisions and assumptions in the evaluation of available geological, geophysical, engineering and economic data for each reservoir or reserve. These estimates are subject to wide variances based on changes in commodity prices and certain technical assumptions. Accordingly, it is possible for such estimates to be significantly revised from time to time, creating significant changes in the value of the applicable issuer owning such reserves. To the extent a Client's investments include issuers that provide goods or services to issuers in the energy industry, changes in estimates of reserves could negatively affect such Client's investments by, among other things, reducing the demand for the goods and services supplied by such issuers.

*Infrastructure Risks.* Issuers in the energy sector may rely heavily on infrastructure assets for the storage and transportation of energy and power outputs. From time to time, a Client may invest in issuers that sell goods or services to issuers that engage in energy and power projects in undeveloped areas. The demand, pricing and terms for oilfield services in an issuer's existing or anticipated service areas largely depends upon the level of exploration and development activity for both crude oil and natural gas in the region of the investment. The ability of an issuer to market its oil and natural gas may depend upon its ability to acquire space on pipelines that deliver oil and natural gas to commercial markets. Accordingly, where there is a lack of existing infrastructure, significant capital outlays may be required to support such issuer's expected production growth, which may negatively impact Clients' returns.

Additionally, even in developed areas, issuers run the risk that existing infrastructure could be inefficiently managed and/or damaged or destroyed, causing a delay in or cancellation of the issuer's business operations. Causes of infrastructure damage or destruction may include traffic accidents, natural disasters, man-made disasters, defective design and construction, slope failure, bridge and tunnel collapse, road subsistence, toll rates, fuel prices, environmental legislation or regulation, general economic conditions, labor disputes and other unforeseen circumstances and incidents. Certain of these events have affected infrastructure in the past and the inability of an issuer to use such infrastructure could have a material adverse effect on the financial condition and business operations of such issuer and, by extension, a Client (to the extent it holds investments in issuers that provide goods or services to issuers in the energy industry).

*Catastrophe Risk.* The operations of energy and natural resources companies are subject to many hazards and risks inherent in the drilling, mining, processing, storing, refining, transporting, distributing or marketing of a wide range of commodities, electricity, and natural resources, such as: damage to pipelines, storage tanks or related equipment and surrounding properties caused by “acts of God” (including earthquakes, hurricanes, tornados and floods); acts of terrorism; inadvertent damage from construction and farm equipment; leaks of natural gas, natural gas liquids, crude oil, refined petroleum products or hydrocarbons; fires and explosions; and certain on-site employee-related accidents. These risks can pose serious safety issues for employees of issuers. In addition, such risks could result in substantial losses to an issuer due to personal injury to employees or loss of life, severe damage to and destruction of property and equipment or other environmental damage and may result in a curtailment or suspension of an issuer’s related operations. There can be no assurance that each issuer will be fully insured against all risks inherent to their businesses. If a significant accident or event occurs that is not fully insured against, it could adversely affect an issuer’s operations and financial condition, which could negatively affect a Client’s investments in issuers that provide goods or services to issuers in the energy industry.

*Taxation in the Energy Industry.* It is possible that new U.S. or non-U.S. taxes on the energy and power industry could be introduced and/or U.S. or non-U.S. tax benefits (including certain U.S. federal income tax deductions currently available with respect to oil and natural gas exploration and development) could be eliminated or reduced, in each case, decreasing the profitability of issuers in this sector and their available cash flow. In addition to the short-term negative impact on the financial results of issuers in this sector, such legislation, if enacted could reduce the funds available to such issuers for reinvestment and thus ultimately reduce their growth and future energy and power production and generation and, by extension, a Client’s investments in issuers that provide goods or services to issuers in the energy industry.

**Renewable Energy Policy Risk.** Investments in renewable energy and related businesses and/or assets have enjoyed support from national, state and local governments and regulatory agencies designed to finance or support the financing development thereof, such as the U.S. federal investment tax credit and federal production tax credit, U.S. Department of the Treasury grants, various renewable and alternative portfolio standard requirements enacted by several states, renewable energy credits and state-level utility programs, such as system benefits charge and customer choice programs. Some of the U.S. states or other U.S. jurisdictions in which renewable energy investments are located may have Renewable Portfolio Standards (“RPS”) requirements that support the sale of electricity generated from renewable energy sources. Electric utility suppliers may satisfy their RPS requirements by purchasing renewable energy or renewable energy credits from producers of electricity generated from renewable sources. Similar support, initiatives and arrangements exist in non-U.S. jurisdictions as well, in particular the EU and/or the UK. The combined effect of these programs is to subsidize in part the development, ownership and operation of renewable energy projects, particularly in an environment where the low cost of fossil fuel may otherwise make the cost of producing energy from renewable sources uneconomic. The operation and financial performance of any renewable energy investment will be significantly dependent on governmental policies and regulatory frameworks that support renewable energy sources. Programs and regulations designed to support renewable energy development may be time-limited, with built-in expiration or sunset dates, or require periodic legislative or regulatory renewal. Further, the standards or criteria for qualifying energy assets or qualifying energy may be subject to change, rendering such assets or energy generated from such assets ineligible for

credits, subsidies, preferences or other support. There can be no assurance that direct or indirect government support for renewable energy will continue, that favorable legislation will pass or remain in effect, or that the electricity produced by the renewable energy investments will continue to qualify for support through the RPS and similar programs. The reduction in, or elimination of, government policies in the U.S., EU and/or the UK that support renewable energy could have a material adverse effect on a renewable energy issuer's financial condition or results of operation. Any reduction in or elimination of these programs will have an adverse effect on development of renewable energy resources. To the extent any federal, state or local tax credits, other favorable tax treatment or other forms of support for renewable energy are changed in the U.S., EU and/or the UK, any investments made by a Client in which it invests on such favorable tax treatment or support would be negatively impacted. Conversely, because policies favoring renewable energy initiatives may involve economic disincentives on more carbon intensive forms of traditional energy generation, such policies may adversely affect other investments that do not involve renewable energy projects.

The market for renewable energy products is emerging and rapidly evolving, and its future success is uncertain. Various factors, including the cost-effectiveness, performance and reliability of renewable energy technology, market conditions, customer preferences, geopolitics, changes in weather and climate and the potential for unforeseeable disruptive technology and innovations, and/or the inability to adapt to such changing technologies, all present potential challenges to investments in renewable assets and related businesses. Renewable resources (wind, solar, hydro, geothermal, etc.) are inherently variable, and such variability may arise from site specific factors, daily and seasonal trends, natural disaster, the long-term impact of climatic factors, or other changes to the surrounding environment. The amount, timing, and cost of generating electricity from renewable energy resources may not meet expectations and/or may vary significantly from period to period. Unfavorable solar or wind conditions, or other energy resources replenished by a natural process, may cause project facilities to not meet anticipated generation levels or the rated capacity of its generation assets. The intermittent nature of renewable energy resources and irregular generation levels may adversely impact the amount of renewable energy generated and a renewable energy issuer's cash flow, financial condition or results of operation. In addition, demand for renewable products in the markets and geographic regions that a renewable energy issuer targets may not develop or may develop more slowly than anticipated.

A number of countries and jurisdictions, including the U.S. and several states within the U.S., are considering or implementing methods to introduce and promote competition with respect to both supply and demand in the renewable energy and power industry. To the extent competitive pressures increase and the pricing and sale of energy assume more characteristics of a commodity business, the economics of independent renewable energy and power generation projects (and other related projects) into which a Client makes an investment may come under increasing pressure, and, therefore, potentially adversely affect related products and services. In addition, renewable energy, renewable energy generation and related projects are typically governed by complex legal agreements. As a result, there can be a higher risk of dispute over interpretation or enforceability of the agreements. Renewable energy generation and related assets may be exposed to a variety of other legal risks including, but not limited to, legal action from non-governmental organizations ("NGOs") or special interest groups. NGOs and special interest groups may use legal processes to seek to impede particular projects to which they are opposed. The development



and operation of renewable assets may at times be subject to public opposition. For example, with respect to the development and operation of wind projects, public concerns and objections often center around the noise generated by wind turbines and the impact such turbines have on wildlife. While public opposition is usually of greatest concern during the development stage of renewable assets, continued opposition could have an impact on ongoing operations of a renewable energy issuer, and in turn, the Clients.

**Investments in Initial Public Offerings.** Clients may, from time to time, invest in initial public offerings. Investments in initial public offerings (or shortly thereafter) may involve higher risks than investments issued in secondary public offerings or purchases on a secondary market due to a variety of factors, including, without limitation, the limited number of shares available for trading, unseasoned trading, lack of investor knowledge of the issuer and limited operating history of the issuer. In addition, some companies in initial public offerings are involved in relatively new industries or lines of business, which may not be widely understood by investors. Some of these companies may be undercapitalized or regarded as developmental stage companies, without revenues or operating income, or the near-term prospects of achieving them. These factors may contribute to substantial price volatility for such securities.

**Investments in Litigation Claims and Litigation Financing.** Certain of the Registrant's Clients are permitted to invest, directly or indirectly, in litigation claims, arbitration claims, interests in contingency fee revenue and similar assets. The Registrant's ability to provide returns to Clients and to achieve their objectives with respect to such investments depends on whether the cases or claims in which the Clients invest will be successful, will pay the targeted returns and will pay those returns in the anticipated time. Assessing the values, strengths and weaknesses of a case or claim is complex and the outcome of any case or claim entails a large degree of uncertainty, including as to the legal liability of the defendant, the amount of damages assessed by the trier of fact, the ability of the defendant and the defendant's insurance company to pay a settlement or judgment, the abilities of the plaintiff's counsel, the assessment of fault and causation, the legal nature of the claim and the amount of monetary damages ultimately awarded. The Registrant's Clients will be particularly reliant on lawyers to litigate claims and defenses with due skill and care. If they are not able to do this, or do not do this for other reasons, it is likely to have a material adverse effect on the value of the investment. There is no guarantee that the outcome of a case will be in line with the lawyers' assessment of the case or the lawyers' capabilities. Litigation and arbitration outcomes are uncertain and may result in a judgment in favor of the defendant, a judgement for amounts less than anticipated, a settlement for amounts lower than predicted, failure to reach a settlement, or a failure by the defendant to pay a claimant immediately, notwithstanding successful adjudication of a claim in the claimant's favor. Such unfavorable outcomes could reduce the profitability of the Clients' investments and ultimately cause losses (including a complete loss of invested capital). Upon becoming contractually entitled to proceeds, depending on the structure of the particular investment, a Client may become a creditor of, and subject to credit risk from, a claimant, a defendant, both, or other parties.

Investments in arbitration claims can involve risks that are different from investments in traditional court claims. Arbitration hearings frequently do not adhere to the same rules of procedure, evidence, and due process as court claims, and as a result the outcomes can be less predictable than courts with established precedents and may or may not be based on the same factors that would be considered by courts. Arbitrators overseeing such hearings may or may not have specific subject

matter expertise, and they may lack formal legal or judicial training. Furthermore, arbitral awards may or may not include written, reasoned opinions and are generally unpublished. In addition, among other things, arbitration awards are generally non-appealable, may involve non-traditional remedies and may be more difficult to enforce than court judgments.

Finally, laws and professional regulations (including ethics regulations) in the litigation funding and finance area (including arbitration funding) can be complex, uncertain and subject to change. Some jurisdictions in the U.S. prohibit third parties, such as the Registrant and its Clients, from making investments in, or engaging in other business and financial transactions relating to, certain litigation, including arbitration. Where the law and regulations in such jurisdictions is uncertain, the Registrant may not have the ability or the desire to make such investments in these jurisdictions, thereby limiting the size of the potential market. There is also the risk that the Registrant will make an investment despite such uncertainty, leading to the potential that such investment may not be enforced. If a litigation funding arrangement is challenged and an award is rendered in favor of the Registrant and its Clients, the courts of any jurisdiction in which enforcement of that award is attempted may nonetheless decline to enforce it. If a court were to refuse to enforce such an award, the applicable Clients could be prevented from recovering their investment and/or any share of returns from the claim (or incur unanticipated expenses in pursuing such recovery).

**Software- and Technology -Related Investments.** Clients invest in portfolio companies whose performance is highly correlated with their ability to successfully implement new technology and/or exploit existing technologies. The technology sector is challenged by various factors, including rapidly changing market conditions and participants, new competing products and services and improvements in existing products and services. There is no assurance that products or services sold by portfolio companies will not be rendered obsolete or adversely affected by competing products and services or other challenges. In the event that the technology sector declines or that portfolio companies are unable to utilize technology successfully and competitively, returns to Clients would decrease.

**Infrastructure -Related Investments.** Clients from time to time make debt investments secured by, and/or direct equity investments in, hard assets. Such hard assets include, without limitation, infrastructure projects, infrastructure companies and other infrastructure-related assets (*e.g.*, bridges, roads, ports, railways, and infrastructure related to communications, water, waste, utilities and power generation and transmission) that are susceptible to various factors that negatively impact their businesses or operations, including costs associated with compliance with and changes in environmental, governmental and other regulations, rising interest costs in connection with capital construction and improvement programs, government budgetary constraints that impact publicly funded projects, the effects of general economic conditions throughout the world, surplus capacity and depletion concerns, increased competition from other providers of services, uncertainties regarding the availability of fuel and other natural resources at reasonable prices, the effects of energy conservation policies, unfavorable tax laws or accounting policies and high leverage. Infrastructure companies and assets will also be negatively affected by innovations in technology that could render its products and/or services obsolete, significant changes to the number of ultimate end-users of its products and/or services, inexperience with and potential losses resulting from a developing deregulatory environment, increased susceptibility to terrorist attacks

and natural or man-made disasters and other natural risks (including earthquakes, floods, lightning, hurricanes, tsunamis and wind), risks associated with employment of personnel and unionized labor, and popular sentiment. These factors could affect the ability of the Registrant or its Clients to acquire or dispose of investments on favorable terms. Infrastructure companies also face operating risks, including the risk of fire, explosions, leaks, mining and drilling accidents or other catastrophic events.

**Registered Closed-End Funds, Exchange-Traded Funds and CLOs.** Clients invest in registered closed-end funds, business development companies, exchange-traded funds, or CLOs (including CLOs managed by the Registrant or its affiliates) or similar securities. When such investments are made, such Client (and, indirectly, any investor in such Client) will effectively be paying, in addition to the compensation payable to the Registrant, such Client's proportionate share of any management fees or other compensation (including any performance-based fees) charged by the manager of such registered closed-end fund, exchange-traded fund, CLO or similar security, as well as its *pro rata* portion of the expenses incurred by such entity.

**Event-Oriented Situations.** The price offered for securities or other obligations of a company involved in an announced deal can generally represent a significant premium above the market price prior to the announcement. Therefore, the value of such securities or other obligations, if held by a Client, may decline in the event the proposed transaction is not consummated and if the market price of the securities or other obligations returns to a level comparable to the price prior to the announcement of the deal. Furthermore, the difference between the price paid by the Clients for securities or other instruments of a company involved in an announced deal and the anticipated value to be received for such securities or other instruments upon consummation of the proposed transaction will often be very small. If the proposed transaction appears likely not to be consummated or, in fact, is not consummated or is delayed, the market price of the securities or other instruments will usually decline, perhaps by more than the Clients' anticipated profit.

**Opportunistic/Macro Investing.** Clients invest on an opportunistic basis, seeking to take advantage of trends in the market. On occasion, the Registrant identifies trends in the market and seek to invest in such trends before the rest of the market, and then sell before a trend ends. Opportunistic investing can be very volatile and involve heavy short-term trading. Short-term trading can generate high trading costs and produce gains taxable at higher rates.

**Use of Leverage.** The Registrant uses leverage in its investment program, as agreed with the relevant Clients, including the use of borrowed funds and certain types of swaps, repurchase agreements, options, such as puts and calls, and warrants. Leverage strategies increase the risk of loss, potentially up to a loss of total commitment amount and profits. If leverage is structured such that any debt provides recourse to a Client's assets generally and not solely to any particular assets, such as the investments purchased with the debt, then amounts owing to the lender under such a recourse debt facility could exceed the Client's invested capital. Leverage can be applied with respect to a Client portfolio as a whole or with respect to one or more investments, and the presence of such leverage will magnify the volatility of and substantially increase the risk profile of investments. To the extent the Registrant purchases securities and/or obligations with borrowed funds, net assets will tend to increase or decrease at a greater rate than if borrowed funds are not used. The interest costs associated with such borrowing will reduce Clients' returns. If the interest

expense on borrowings were to exceed the return on the investments made with borrowed funds, the use of leverage would result in a lower rate of return than if leverage were not used, magnifying the potential loss on amounts invested and therefore increasing the risks associated with such an investment. Lenders, depending on the terms of financing arrangements put in place with them, have the right to withhold distributions of interest payments in respect of any or all leveraged investments for various reasons, including in the event that any such investment fails to perform as expected. Further, to the extent income received from investments is used to make payments under any financing arrangement, a Client and its investors would be allocated income, and, therefore, tax liability, in excess of cash received by them in distributions. Borrowings will typically be secured by Clients' securities and other assets and/or by assignment of the obligations of the Client's investors to make capital contributions to the Client. Under certain circumstances and pursuant to a Client's constituent documents, assets will need to be liquidated or additional investor capital will need to be called to meet interest and principal payments on the borrowings. Under certain circumstances, the lender may demand an increase in the collateral that secures the Clients' obligations and if the Clients were unable to provide additional collateral, the lender could liquidate assets held in the account to satisfy such Clients' obligations to the lender. Liquidation in such manner could have extremely adverse consequences.

It is possible that a counterparty, lender or other unaffiliated participant in credit facilities (or otherwise in connection with portfolio investments) requires or desires privity with a single Client entity or group of entities, which may result in (i) any of the Clients and/or issuers in which a Client invests being solely liable with respect to its own and such other entities' share of the applicable obligation, or (ii) any of the Clients and/or issuers in which a Client invests being jointly and severally liable for the full amount of such applicable obligation. Although the Registrant will, in good faith, seek to allocate the related repayment obligations and other related liabilities arising out of such credit facilities among the foregoing (to the extent applicable), Clients and/or issuers of Clients will, in such circumstances, be subject to each other's credit risk. In such situation, it is not expected that any Clients and/or issuers of Clients would be compensated (or provide compensation to the other) for being primarily liable vis-à-vis any third-party counterparty or lender. In addition, the Registrant may be subject to conflicts of interest in allocating such repayment obligations and other related liabilities. It should be noted that certain amendments to the constituent documents of the Clients, unless the requisite consent is obtained by the applicable lender(s), may lead to breaches of covenants under the Clients' financing arrangements, triggering credit enhancement requirements or accelerated repayment provisions.

For the avoidance of doubt, a Client may from time to time enter into agreements to indemnify or provide funds in the event of breaches of contractual provisions by such Client, the Registrant, a portfolio company (or issuer) and/or any of their respective subsidiaries, affiliates, partners, shareholders, members, employees and/or officers (whether such agreement to provide funds is described as a guarantee (including a "bad boy," "big boy" or similar guarantee), performance undertaking or otherwise) and any such agreements will not be considered a borrowing or a guarantee for purposes of any limitations on borrowings and/or guarantees set forth in the constituent documents of such Client.

**Subscription Credit Facilities.** Where a Client uses borrowings under a subscription line and/or net asset value facility in advance or in lieu of receiving capital contributions from investors to

repay any such borrowings and related interest expenses, the use of such facility will result in a higher or lower reported internal rate of return than if the facility had not been utilized and instead capital contributions from investors had been contributed at the inception of an investment. This will present conflicts of interest, including with respect to the Registrant's marketing efforts, as the Registrant will have various incentives to use the facility if doing so could result in a higher reported internal rate of return ("IRR"). For example, the interest rate on any borrowings is likely to be less than the rate of the preferred return due to the investors under the applicable governing documents. Because the preferred return of Clients typically does not accrue on such borrowings, but rather only accrues on capital contributions when made, the use of such subscription line facilities could reduce or eliminate the preferred return received by the investors and accelerate or increase distributions of performance-based allocations to the relevant general partner. This will provide the general partner with an economic incentive to fund investments through such facilities in lieu of capital contributions. In addition, management fees and/or other fees are paid to the Registrant using such borrowings even if capital contributions have not been made to the applicable Clients by its investors, and the proceeds of such borrowings will inform the calculation of adjusted cost or any other metric used to determine the cost basis of an investment for purposes of calculating and paying management fees and/or other fees. Moreover, the fees, costs and expenses of any such facilities will generally be allocated among a Client and any parallel funds or other vehicles, including other Clients, pro-rata or on such other basis that is determined by the Registrant to be equitable under the circumstances, which will increase the expenses borne by the applicable Client investors and would be expected to reduce net cash on cash returns.

Calculations of net IRR in respect of investment and performance data, including in marketing materials and in reports to investors in Clients from time to time, are based on the payment date of capital contributions received from Client investors. Gross IRR generally is calculated based on the date that amounts are invested by the applicable Client into, or received by the Client from, an underlying portfolio investment, including in instances where the Client utilizes borrowings under a subscription-based credit facility (or other facility) in lieu of capital contributions or in advance of receiving capital contributions from investors to repay any such borrowings and related interest expense. As a result, use of a subscription-based credit facility (or other leverage) with respect to portfolio investments will impact calculations of returns and will result in a higher or lower reported IRR (on an investment, Client and/or investor level) than if the facility had not been utilized and instead the investors' capital had been contributed at the inception of an investment. In addition, for investments in certain U.S. corporations by U.S. tax-exempt limited partners, there may be incremental tax costs related to "unrelated business taxable income" that would not have applied in the absence of leverage.

**SPV Leverage.** A Client may (i) contribute the Client's assets to an investment vehicle and cause such investment vehicle to incur borrowings, which may be secured by the investment vehicle's assets, or (ii) cause such investment vehicles to engage in joint borrowings and/or secure any such borrowings on a cross-collateralized basis. Any arrangements entered into by such investment vehicle (and not a Client itself) shall not be considered borrowings by a Client for purposes of any Client -level limits on borrowings (or any limits on issuing additional interests) by the Client. The use of such leverage potentially enhances the return profile of these investments and the Client overall, but also increases the risk of the applicable investment, including the risks associated with collateralized investments held through the same leverage facilities. If the Client were to invest via one or more of such investment vehicles, the Client would depend on distributions from an investment vehicle out of such investment vehicle's assets, earnings and/or cash flows (or with the

proceeds of leverage incurred by such investment vehicle) to enable the Client to make distributions to its underlying investors. The ability of such an investment vehicle to make distributions could be subject to various limitations, including the terms and covenants of the debt it issues. For example, tests (based on loan-to-value, interest coverage or other financial ratios or other criteria) may restrict the Client's ability, as the holder of an investment vehicle's common equity interests, to receive cash flow from these investments. There is no assurance any such performance tests will be satisfied. Also, an investment vehicle may take actions that delay distributions to investors in order to preserve ratings and to keep the cost of present and future financings lower. As a result, there may be a lag, which could be significant, between the repayment or other realization on a loan to, and the distribution of cash out of, such an investment vehicle, or cash flows may be completely restricted for the life of the relevant investment vehicle.

**Use of Derivatives; Hedging Transactions.** The Registrant will, from time to time, utilize a variety of financial instruments such as derivatives, swaps, caps and floors, options, futures, and forward contracts both for investment purposes and for risk management purposes, including to hedge against fluctuations in the relative values of its portfolio positions from changes in commodity prices, currency prices and market interest rates, and for speculative or financing purposes. Hedging against a decline in the values of the Registrant's portfolio positions does not eliminate the possibility of fluctuations in the values of such positions or prevent losses if the values of such positions decline. However, such hedging can offset the decline in the value of such portfolio positions. Such hedging transactions also limit the opportunity for gain if the values of the underlying portfolio positions should increase. Furthermore, there is a risk that the Registrant will not anticipate a particular risk so as to hedge against it or will choose not to hedge a known potential risk.

The Registrant is not required to attempt to hedge portfolio positions on behalf of a Client and may determine not to do so. Moreover, the Registrant is not obligated to hedge against fluctuations in the value of a Client's investments as a result of changes in market interest rates or any other developments. Furthermore, the Registrant may not anticipate a particular risk so as to hedge against it. While the Registrant may enter into hedging transactions on behalf of a Client to seek to reduce risk, such transactions may result in a poorer overall performance for such Client than if the Registrant had not engaged in any such hedging transactions. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the investment(s) being hedged may vary. For a variety of reasons, the Registrant may not seek to establish a perfect correlation between such hedging instruments and the investment(s) being hedged. Such imperfect correlation may prevent a Registrant from achieving the intended hedge on behalf of a Client or expose such Client to risk of loss. Moreover, it should be noted that a Client's investments will always be exposed to certain risks that cannot be hedged, such as credit risk (relating both to particular securities and counterparties), "liquidity risk" and "widening" risk

**Joint Ventures.** Clients will sometimes co-invest with third parties through partnerships, joint ventures or other entities or other arrangements with respect to which third parties may have larger or controlling ownership interests in or governance rights over such investment vehicles. In such cases, the existing management and board of directors of such companies sometimes include representation of other financial investors with whom such Clients are not affiliated and whose interests potentially conflict with the interests of such Clients or who may be in a position to take

(or block) action in a manner contrary to the Registrant's or its Clients' investment objectives. In addition, Clients are, in certain circumstances, liable for the actions of their third-party partners or co-venturers. Investments made with third parties in joint ventures or other entities also can involve compensation arrangements, including carried interests and/or other fees and profit-sharing arrangements payable to such third-party partners or co-venturers. Clients will sometimes not have control over these investments, not have sole discretion over such investments or have a limited ability to protect their positions therein. The Registrant generally expects that appropriate minority investor rights for Clients will be obtained to protect their interests to the extent possible. However, there can be no assurance that such minority investor rights will be available, or that such rights will provide sufficient protection of Client interests. In some cases, the Registrant's participation on behalf of Clients in a joint venture imposes an obligation on the Registrant to offer to the joint venture partner investment opportunities of which the Registrant becomes aware in the course of its other investment activities.

**Special Purpose Entities.** The Registrant can, in its discretion, structure any investment, in whole or in part, as an investment made directly by a Client and/or through one or more special purpose entities or subsidiaries and/or restructure an existing investment that was initially held directly by one or more Clients such that, following such restructuring, such investment is held indirectly through one or more special purpose entities or subsidiaries, in each case, in order to address legal, tax, regulatory, currency or other considerations with respect to one or more Clients (which considerations may only affect one or more (and not all) of such Clients) and/or the administrative convenience of the Registrant, its affiliates and/or one or more Clients, in each case, as deemed appropriate by the Registrant. The Clients investing through any such special purpose entity or subsidiary will bear any and all fees, costs and expenses in connection with the formation, organization, operation, management and dissolution of such special purpose entity or subsidiary (including the fees, costs and expenses of preparing the constituent documents and any other agreements of (or related to) such special purpose entity or subsidiary and/or any fees, costs and expenses related to borrowings incurred by such special purpose entity or subsidiary), even in circumstances where such special purpose entity or subsidiary is intended primarily or solely for the benefit of one or more select Clients and not all of such Clients. To the extent a Client holds an investment through a special purpose entity or subsidiary, the Client's returns may be adversely impacted.

**Investments in Platform Structures and Similar Entities and Related Conflicts of Interest.** The Registrant sometimes causes Clients to acquire full or partial passive or controlling ownership interests in an investment and/or operating business and/or other similar entities or arrangements (each, a "**Platform**"). An investment in a Platform are sometimes with one or more third-party joint venture partners or co-investors, and the investment strategy includes engaging a third-party team to operate, service or otherwise manage the Platform. In some cases, Clients make equity or debt investments in (and act as a seed investor in) a third-party management team as part of the Platform investment. In some cases, such third-party management teams are newly formed and, accordingly, have little or no operating history upon which to judge future performance, little or negative cash flow, employ or propose to employ new and/or untested technologies and products and have personnel with limited experience working together, all of which will enhance the difficulty of evaluating these investment opportunities. If not already in place, such third-party management teams will need to implement and maintain accounting, legal and other administrative

resources and will be subject to other substantial operational risks, including uncertain market acceptance of the Platform's or management teams' products and services, potential regulatory risks relating to new or untried and/or untested business models (if applicable) and/or products and services (to the extent they relate to regulated activities in the relevant jurisdiction), high levels of competition among similarly situated businesses, lower capitalization and less access to financial resources and the potential for rapid organizational or strategic change. Although a Client provides a Platform and/or its management entity with capital (including seed capital) in connection with a Platform investment, depending on the terms of the investment, such Client does not have the right to participate in any residual or going concern value upon disposition of such Platform or any associated management entity.

The associated management teams may provide various services to a Client in connection with such Platform's investments, including sourcing, consulting, servicing, due diligence, underwriting and/or other similar services. Any fees (including any management fees and/or performance-based fees paid to third party management teams), costs and expenses arising from or in connection with the discovery, evaluation, investigation, development, consummation, management and disposition of any potential or actual Platform investments or joint ventures (including joint ventures formed in connection with Platform investments) will be considered expenses of the operating company and will, directly or indirectly, be borne by the Client.

It is possible the Registrant will make an investment in the management entity associated with any Platform investments or joint ventures. In that case, any fees earned by such management entity (and indirectly the Registrant), including management fees or performance-based fee arrangements, will be evaluated on a case-by-case basis and the Registrant and its related general partner and/or advisory affiliates have the ability to determine, in their sole discretion, subject to Client constituent documents, not to reduce or offset management fees paid by the Client by the amount of any such fees or other compensation.

To the extent that the participation of a Client in a Platform investment that is otherwise suitable for such Client would cause the investment to become subject to requirements and/or restrictions of any applicable law, rule or regulation that could have an adverse impact on any or all participating investors in such Platform investment, such Client may be excluded from participating in such Platform investment. Furthermore, once established, a Platform may be structured as a closed-ended vehicle and act as the exclusive investment vehicle for Clients of the Registrant with respect to certain asset classes or investment opportunities that would otherwise be suitable for such Client. In such case, otherwise suitable investment opportunities would be allocated only to such Platform (including to any Clients participating in such Platform) and not to Clients whose investment activities commenced after the establishment of such Platform. Even if a Platform investment is structured as an open-ended vehicle, it may be determined that a new Client should not participate in such existing Platform investment, including if such participation could dilute or otherwise adversely impact other Clients' participation in such Platform investment. Platform investments are generally illiquid in nature. See "*Illiquid and Restricted Investments*" for more information.

The Registrant's acquisition, on behalf of its Clients, in Platform investments creates the potential for certain conflicts of interest. For example, the Registrant sometimes causes Clients to invest in



a Platform in which the Registrant or its affiliate has a direct or indirect economic interest, including a controlling interest, in which case the Registrant is incentivized to cause a Client to invest in such Platform partially because of such direct or indirect economic interest. To the extent that a Client invests in a Platform and the Registrant holds an equity interest solely in the management entity of such Platform, the Registrant will have a conflict of interest which could affect its decisions vis-à-vis the Platform and such Client. Additionally, the Registrant sometimes causes Clients to invest in a Platform to make investments that a Client could otherwise have invested in directly, where investing indirectly through such Platform results in more favorable expense treatment or other economic advantages for the Registrant and/or its affiliates. In addition, the Registrant and its related general partner and/or advisory affiliates have an incentive to arrange the purchase by a Client of assets (including loans backed by real estate, ships, airplanes and similar collateral) from a Platform or services from the associated management entity (thereby generating profits or fees for the Clients that have an interest in such Platform and/or its management entity). Finally, conflicts would arise if the associated management entity were to breach its sales agreement, servicing agreement, consultancy arrangement and/or other similar arrangement with a Client or otherwise fails to perform its responsibilities adequately with respect to such Client, resulting in harm or damages to such Client. In such circumstances, the Registrant and its related general partner and/or advisory affiliates would have a conflict in determining whether to seek appropriate recourse for the affected Client, including through litigation. The Registrant and its related general partner and/or advisory affiliates intend to resolve all such conflicts using their good faith judgment, taking into account all factors they deem relevant in their sole discretion.

**Co-Investments.** The Registrant, from time to time, depending on the type of investment opportunity, in its discretion, offers co-investment opportunities with respect to a Client's investments to (i) co-investment vehicles formed to invest in one or more investments, (ii) other Clients, (iii) any investors, (iv) affiliates or employees of the Registrant (and/or their family members), or (v) any other person or entity, including, without limitation, any person or entity whom the Registrant believes, in its discretion, may provide a strategic, sourcing or similar benefit to the Registrant, a Client, any investment of a Client or one or more of their respective affiliates due to industry expertise or otherwise, including finders, senior advisors, originators and/or consultants of a Client (and the Registrant may organize one or more entities to co-invest alongside a Client to facilitate personal investments by any of the foregoing persons or entities) (collectively, in such capacity, "**Co-Investors**"). In allocating co-investment opportunities, the Registrant considers any factors it deems relevant in its discretion, including, without limitation, the sophistication, transaction speed and tenure as a Client or investor (if applicable) of a prospective Co-Investor, the amount a prospective Co-Investor is offering to commit to a co-investment opportunity, any commitments (contractual or otherwise) to make co-investment opportunities available to a prospective Co-Investor, any commitments or indications of interest by a prospective Co-Investor to invest in current or future products of the Registrant, the strategic expertise of a prospective Co-Investor or the ability of a prospective Co-Investor to provide a sourcing or other benefit to the Registrant and/or its affiliates. In such circumstances, together with any allocations made to the other Clients, the size of the investment opportunity otherwise available to a Client will be less than it would otherwise have been. Co-Investors are generally not subject to or otherwise charged any management fees and/or performance-based fees. In addition, certain Co-Investors invest on different (and more favorable) terms than those applicable to a Client and have

interests or requirements that conflict with and adversely impact the Clients (for example, with respect to their liquidity requirements, available capital, the timing of acquisitions and dispositions or control rights). The Registrant will generally seek to arrange the transaction such that the Clients and any Co-Investors participate in any investment (and any related transactions) on comparable economic terms to the extent the Registrant determines appropriate in its discretion and subject to legal, tax, accounting, structural, regulatory, operational and/or other considerations or limitations and/or if the Registrant determines in its discretion that participation on different economic terms is advisable in order to facilitate a transaction. Investors should note, however, that participation by any Client in certain investments on comparable economic terms with Co-Investors and other Clients are not necessarily appropriate in all circumstances and any Client may participate in such investments on different and potentially less favorable economic terms than such parties if the Registrant deems such participation as being otherwise in such Client's best interests (e.g., by allowing the Client to participate in an investment in which it would otherwise not have been able to participate due to, among other reasons, required minimum commitment amounts). This may have an adverse impact on the Clients.

There is no guarantee for any investor or Client that it will be offered any co-investment opportunities. In addition, the terms of any co-investment will be as negotiated by the Registrant with the applicable Co-Investor and no such Co-Investor should assume that a particular management fee rate, carried interest rate or other term or provision will be offered as a result of, among other things, such Co-Investor's investment in any Client.

**Warehousing Trades.** In order to facilitate an investment and/or for other purposes that the Registrant determines appropriate in its discretion, a Client may make (or commit to make) an investment with a view to selling all or a portion of such investment to other Clients, Co-Investors and/or third parties, in each case, prior to or after making (or closing / settling) such investment. A Client will generally retain all net proceeds received in respect of any such investment during the period it holds such investment (unless the Registrant otherwise determines appropriate in its discretion), however, such Client will bear the risk that any or all of such investment may not be sold as intended (or at the amounts intended) or may only be sold on less-favorable terms than initially expected (e.g., at prices lower than expected or at a price lower than the cost basis of such investment) due to, among other reasons, market events (or issuer specific events) that occur during the period that such Client is holding such investment. If (i) Co-Investors, Clients and/or other persons or entities choose not to participate in an investment or (ii) such investment is not ultimately consummated, and unless otherwise agreed with such Co-Investors, Clients and/or other persons or entities, such Client that initially acquired such investment will bear its *pro rata* share of the entire amount (including any amount otherwise allocable to any such Co-Investors, Clients and/or other persons or entities) of any break-up fees or broken deal expenses or other fees, costs and expenses related to such investment. In addition, subject to the terms of the applicable governing documents, a Client may borrow to fund the portion of an investment that it intends to sell to Co-Investors, other Clients and/or other persons or entities. If the prospective Co-Investors, Clients and/or other persons or entities do not ultimately acquire all or any portion of such investment (or if they do not agree to reimburse such Client for such borrowing costs even if such investment is ultimately acquired), such Client that initially acquired such investment will bear the interest and other expenses relating to a borrowing it incurred only for purposes of acquiring a larger than desired portion of such investment. Any investment that a Client acquires with the

intent to sell all a portion of such investment to Co-Investors, Clients and/or other persons or entities will be sold on such terms and conditions and at such price as the Registrant (or an affiliate thereof), in its discretion, determines to be equitable, which determination, with respect to price, may include the original cost price (with or without interest) or at the fair value of such investment (or portion thereof) as of the date of such sale. Each Client, whether as a buyer or seller of an investment described in this paragraph, will bear the risk that its sale or acquisition (as applicable) of such investment will be at a price that does not reflect the then-current value of such investment. As a consequence of all of the foregoing considerations, a Client may hold a larger portion than expected in an investment and/or may realize lower than expected returns from an investment. The warehousing Client can, but does not need to be, also purchasing additional amounts of the same asset for its own account.

**Lender Liability and Equitable Subordination.** In recent years, a number of judicial decisions in the U.S. have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed, “**lender liability**”). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to a borrower or has assumed a degree of control over the borrower resulting in a creation of a fiduciary duty owed to the borrower or its other creditors or shareholders. In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender or bondholder (i) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower, (ii) engages in other inequitable conduct to the detriment of such other creditors, (iii) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (iv) uses its influence as a stockholder to dominate or control a borrower to the detriment of other creditors of such borrower, a court may elect to subordinate the claim of the offending lender or bondholder to the claims of the disadvantaged creditor or creditors, a remedy called “**equitable subordination.**” Clients could be subject to these risks. In addition, laws of non-U.S. jurisdictions also impose liability upon lenders or bondholders under factual circumstances similar to those described above, with consequences that may or may not be analogous to those described above under U.S. federal and state laws.

**Synthetic Securities.** In addition to credit risks associated with holding below investment grade securities and obligations, Clients investing in synthetic instruments will usually have a contractual relationship only with the counterparty of such synthetic instruments, and not the issuer of the underlying or linked obligation (whether an equity, debt or other instrument). Clients generally will have no right to directly enforce compliance by the underlying or linked issuer, nor any rights of set-off against such issuer, nor have any voting rights with respect to the underlying or linked obligation. Clients will not benefit directly from the collateral supporting that obligation or have the benefit of the remedies that would normally be available to a holder of that obligation. If a Client enters into a derivative instrument whereby it agrees to receive the return of a security or financial instrument or a basket of securities or financial instruments it will typically contract to receive such returns for a predetermined period of time. During such period, the Client may not have the ability to increase or decrease its exposure. In addition, such customized derivative instruments can be highly illiquid, and it is possible that the Client will not be able to terminate such derivative instruments prior to their expiration date or that the penalties associated with such a termination might impact the Client’s performance in a material adverse manner. In addition, in

the event of insolvency of the counterparty to such a contract, Clients will be treated as general creditors of such counterparty. As a result, concentrations of synthetic instruments in any one counterparty subject these investments to an additional degree of risk with respect to defaults by the counterparty as well as by the issuer of the underlying or linked obligation. Further, Clients sometimes pay the counterparty to any such customized derivative instrument structuring fees and ongoing transaction fees, which will reduce the investment performance of the Client. Finally, certain aspects of the appropriate income tax treatment of such customized derivative instruments are uncertain and, if a Client's income tax treatment of such instruments proves to be inappropriate, such Client's after-tax return from its investment may be adversely affected.

**Short Selling.** Short selling can involve an investor selling securities that it does not own and borrowing the same securities for delivery to the purchaser, with an obligation under the terms of the transaction to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in a security's prices. Short selling creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the investor of buying those securities to cover the short position. There can be no assurance that the securities necessary to cover a short position will be available for purchase. Additionally, certain market participants could accumulate such securities in a "short squeeze," which would reduce the available supply of, and thus increase the cost of, such securities. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

In response to dislocations in the financial services industry and other market events, the SEC, many European securities regulators, including the UK's Financial Conduct Authority (the "**UK FCA**"), and other regulators implemented certain prohibitions and disclosure requirements on short selling of securities. In Europe, the European Short Selling Regulation (No 236/2012), as applicable in member states of the EEA, and as retained in the UK pursuant to the Withdrawal Act and legislation thereunder (each as amended from time to time) (the "**Short Selling Regulation**" UK) came into force in 2012 and restricts uncovered short sales of shares and UK and European sovereign debt instruments, prohibits the entry into uncovered sovereign credit default swaps and requires investors to notify the relevant competent authority of any net short positions in UK or EEA sovereign debt instruments and shares admitted to a trading venue in the UK or EEA. Regulators have powers to impose additional or enhanced short selling restrictions in times of particular market stress. Limitations on the short selling of securities could interfere with the ability of a Client to execute certain aspects of its investment strategies, including its ability to hedge certain exposures and execute transactions to implement its risk management guidelines and any such limitations may adversely affect the performance of a Client.

**Structured Products.** The Registrant invests on behalf of Clients in securities backed by, or representing interests in, certain underlying instruments ("**structured products**"), including, but not limited to, CLOs, structured debt obligations or similarly structured investment vehicles. The cash flow on the instruments underlying such structured products may be apportioned among different tranches to create securities with different investment characteristics such as varying maturities, payment priorities and interest rate provisions, and the extent of the payments made with respect to the structured products is dependent on the extent of the cash flow from the underlying instruments. The performance of a particular structured product will be affected by a

variety of factors, including its priority in the capital structure of the issuer, the availability of any credit enhancement, the level and timing of payments and recoveries on and the characteristics of the underlying receivables, loans or other assets that are being securitized, remoteness of those assets from the originator or transferor, the adequacy of and ability to realize upon any related collateral and the capability of the servicer of the securitized assets.

The risks associated with structured products involve the risks of loss of principal due to market movement. In addition, investments in structured products may be illiquid in nature, with no readily available secondary market. Because they are linked to their underlying markets or instruments, investments in structured products generally are subject to greater volatility than an investment directly in the underlying market or instrument. Total return on a structured product is derived by linking the return to one or more characteristics of the underlying instrument. Because certain structured products of the type in which a Client may invest may involve no credit enhancement, the credit risk of those structured products generally would be equivalent to that of the underlying instruments. A Client may invest in a class or tranche of structured products that is either subordinated or unsubordinated to the right of payment of another class or tranche. Subordinated structured products typically have higher yields and present greater risks than unsubordinated structured products. Structured products are typically sold in private placement transactions, and there is no guarantee that there will be an active trading market for structured products.

Certain issuers of structured products may be deemed to be “investment companies” as defined in the 40 Act. As a result, a Client’s investments in these structured products may be limited by the restrictions contained in the 40 Act. Structured products are typically sold in private placement transactions, and there is no guarantee that there will be an active trading market for structured products. As a result, certain structured products in which a Client invests may be illiquid.

Investments in CLOs are extremely complex and are subject to additional risks related to, among other things, changes in interest rates, the rate of defaults and recoveries in the collateral pool, pre-payment rates, terms of loans purchased to replace loans in the collateral pool which have pre-paid and the exercise of remedies by more senior tranches. If a CLO fails to satisfy one of the coverage tests provided in its indenture, all distributions in respect of the CLO may cease or be reduced until such CLO brings itself back into compliance with such coverage tests. In addition, risks relating to the underlying leveraged loans will also affect the performance of the related CLO.

**ERISA Client Investments in CLO Equity.** In connection with any proposed amendment relating to a refinancing, repricing, reissue or reset of a CLO or a required and/or optional direction to redeem a CLO, in either case, in which one or more Clients of the Registrant holds a first loss interest (i.e., equity securities), the Registrant conducts scenario analyses utilizing a proprietary Intex model and will (i) vote to approve any such proposed amendment that the model results project will increase the equity securities’ present value cash flows and (ii) direct any such redemption in which the Registrant desires to sell such equity securities on behalf of such Clients when the model results in a higher value than that at which such Clients could sell its equity securities to a third-party. As a result, if a Client holds a position in a CLO that is not a first loss interest (e.g., a debt security), the actions that the Registrant will take on behalf of other Clients (including ERISA Clients) in accordance with the preceding sentence will result in such Client’s CLO investment being reset, refinanced or redeemed, which, in each case, would result in such

Client account's investment being paid at par plus accrued interest. In such event, the Registrant may not be able to invest the proceeds in another investment with a similar risk-return profile.

**Affiliated CLOs and Funds.** The Registrant invests on behalf of its Clients in CLOs (both in the new issue and secondary market) or funds managed by the Registrant (or an affiliate thereof) (each, an “**Affiliated CLO**” or “**Affiliated Fund**” as applicable). Such Client generally pays management fees and/or other performance-based fees to the Registrant (or an affiliate thereof). When any such investment in securities of an Affiliated CLO or Affiliated Fund is made, a Client will indirectly bear its proportionate share of management fees or other performance-based fees paid to the Registrant (or an affiliate thereof) by the Affiliated CLO or Affiliated Fund, in addition to the compensation payable to the Registrant (or an affiliate thereof) in connection with its management of such Affiliated CLO or Affiliated Fund. With respect to a new issue or launch of an Affiliated CLO or Affiliated Fund, as a result of such fees or other performance-based fees, and particularly where the new issue is not oversubscribed or there is additional capacity in the new launch, the Registrant is incentivized to cause Clients to invest in such Affiliated CLO or Affiliated Fund.

**Aircraft.** The Registrant invests, on behalf of its Clients, in aircraft (including parts thereof) and aircraft-related investments, including indirectly through securities backed by aircrafts or aircraft-related assets, and directly through private equity-like investments in aircrafts and aircraft-related assets. Commercial aircraft operators are engaged in economically sensitive, highly cyclical and competitive businesses. In connection with their acquisition of aircraft or aircraft-backed securities, Clients are affected by all the risks facing a commercial aircraft operator, which are beyond the company's control. A commercial aircraft operator's results of operations depend, in part, on the financial strength of its customers and its customers' ability to compete effectively in the market and manage their risks. Risks to which a commercial operator is subject include, among others: general economic conditions in the countries in which its customers operate, including changes in gross domestic product and currency fluctuations; demand and rates for air travel and air cargo shipments; changes in interest rates and the availability and terms of credit; concerns about security, terrorism, war, public health and political instability; environmental compliance and other regulatory costs; labor contracts, labor costs and stoppages; aircraft fuel prices and availability; technological developments; maintenance costs; airport access and air traffic control infrastructure constraints; insurance and other operating costs; industry capacity, utilization and general market conditions; and market prices for aviation equipment.

**Shipping.** The Registrant invests, on behalf of its Clients, in ships and shipping-related investments, including indirectly through securities backed by ships or shipping-related assets, and directly through private equity-like investments in ships and shipping-related assets. The shipping industry is both cyclical and volatile in terms of charter rates and profitability. In addition, it is a highly competitive industry that is capital intensive and highly fragmented. In connection with their acquisition of shipping vessels or shipping asset-backed securities, Clients are affected by all of the risks facing an operator of ocean-going shipping vessels, which are beyond the company's control. The demand for containership capacity is influenced by, among other things: the supply and demand for products suitable for shipping in containers; changes in global production of products transported by containerships; the globalization of manufacturing; global and regional economic and political conditions; developments in international trade; changes in seaborne and

other transportation patterns; and environmental and other regulatory developments. In addition, the shipping industry is subject to a number of unique risks, such as the risks of piracy, governmental seizure of vessels during wartime, terrorist attacks and other international hostilities, and the availability of ports of call, and is subject to significant regulation and liability under environmental and operational safety laws. An oversupply of shipping capacity could lead to depressed charter rates. In addition, the asset values of shipping vessels have historically been volatile, which results in an unwillingness of banks and other financial institutions to extend credit. This could result in a decline in the value of the Clients' investments in this industry, as the shipping industry is highly dependent on the availability of credit to finance and expand operations.

Finally, when making direct investments in the shipping industry, the Registrant will rely significantly on operating partners with expertise in the industry to manage the day-to-day operations of such issuers, and such reliance could result in additional risks to a Client.

**Real Estate.** The Registrant acquires on behalf of its Clients, directly or indirectly, debt and/or equity interests in real estate, including commercial real estate. The real estate investments of Clients will be subject to the risks generally incident to the ownership of real property, including uncertainty of cash flow to meet fixed and other obligations; adverse changes in local market conditions, population trends, neighborhood values, community conditions, general economic conditions, local employment conditions, interest rates, and real estate tax rates; changes in fiscal policies; competition from other properties; and uninsured losses and other risks that are beyond the control of Clients, such as the threat of terrorism and their consequences. There can be no assurance of profitable operations because the cost of owning Clients' real estate investments may exceed the income produced, particularly since certain expenses related to real estate and its development and ownership, such as property taxes, utility costs, maintenance costs and insurance, tend to increase over time and are largely beyond the control of the owner. In addition, Clients' ownership of equity interests in real estate may have tax consequences for certain investors that do not apply in the case of Clients' ownership of debt interests in real estate.

Further, the success of a Client's real estate-related investments will depend on the Registrant's ability to identify suitable real estate asset investments, to negotiate and arrange the closing of appropriate transactions and to arrange the timely disposition of real estate asset investments. There can be no assurance that the Registrant will be able to locate, finance on favorable terms, acquire, and/or exit, investments of real estate property that satisfy a Client's target size range and rate of return objectives. A Client may incur substantial bid, due diligence or other costs in attempting to accomplish any of the foregoing, whether or not it is successful. While a Client may incur significant expenses in connection with the identification of real estate investment opportunities, some or all of which may not ultimately be consummated, there can be no assurance that a Client will be able to generate income from properties that are acquired in the amount expected at acquisition, realize such properties' values in accordance with projections, or accurately project the costs ultimately incurred in attempting any of the foregoing.

In addition to general economic conditions, the commercial real estate markets are also affected by a number of other factors which may significantly impact the value of commercial real estate investments, including interest rates and credit spreads, levels of prevailing inflation, the availability of financing, the returns from alternative investments as compared to real estate and

changes in planning, environmental, commercial lease, and tax laws and practices. In particular, commercial property values are dependent on current rental values and occupancy rates, prospective rental growth, lease lengths, tenant creditworthiness and solvency, and investment yields (which are, in turn, a function of interest rates and the market appetite for property investments in general and with reference to the specific property in question) together with the nature, location and physical condition of the property concerned. Rental revenues and commercial real estate values are also affected by factors specific to each local market in which the property is located, including the supply of available space, demand for commercial real estate and competition from other available space. Any global economic downturn may cause demand for commercial real estate to decrease significantly, in part due to a significant reduction in the availability of new financing (including securitization of real estate assets). Such a decrease in tenant demand could increase vacant space and exert pressure to provide rental incentives to tenants, resulting in a decrease in the rental income, rental growth and property values of the Registrant's investments, which could have a material adverse effect on its business, financial condition, results of operations and future prospects.

In addition, changes in the regulatory environment in Europe could result in the loosening of restrictions of public debt capital markets. If this occurs, it could negatively impact the private credit investments in commercial real estate owners in Europe.

As a result of the above or other factors, a Client's ability to maintain or increase the occupancy levels of its properties through the execution of leases with new tenants and the renewal of leases with existing tenants, as well as its ability to increase rents over the longer term, may be adversely affected. In particular, tenants going into administration, non-renewal of existing leases or early termination by significant existing tenants in a Client's real estate portfolio would result in a significant decrease in such Client's net rental income. If a Client's net rental income declines, it would have less cash available to service and repay its indebtedness on such properties and the value of such properties would decline further as well. In addition, significant expenditures associated with each property, such as real estate taxes, new regulations, compliance, works service charges and renovation and maintenance costs, generally are not reduced in proportion to any decline in rental revenue from that property. If rental revenue from a property declines while the related costs do not decline, a Client's income and cash receipts could be adversely affected. Any significant deterioration in economic conditions or conditions in the commercial real estate market which contributes to a decline in rental revenues or a decline in market values of a Client's real estate assets may materially adversely affect the business, results of operations and financial condition of such Client. In addition, the COVID-19 pandemic has led companies to implement and enhance work-from-home policies, which has resulted in a reduced demand for commercial office space. If work-from-home policies remain in place at a significant level in the future, commercial rental revenues may materially decline, which will in turn materially impair the value of a Client's real estate assets.

#### *Risks Arising from Investments in Real Estate Acquired from Distressed or Bankrupt Organizations; Lender Liability*

Certain real estate investment opportunities of a Client may originate from owners who are insolvent or in serious financial difficult, and thus certain real estate loans or participation interests



therein acquired by a Client may be non-performing at the time of their acquisition or may become non-performing after their acquisition. Non-performing real estate loans may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a substantial reduction in the interest rate and a substantial writedown of the principal of such loans. However, even if a restructuring were successfully accomplished, a risk exists that, upon maturity of such real estate loans, replacement “takeout” financing will not be available. Purchases of participations in real estate loans raise many of the same risks as investments in real estate loans and also carry risks of illiquidity and lack of control. It is possible that the Registrant may find it necessary or desirable to foreclose on collateral securing one or more real estate loans purchased by a Client. The foreclosure process varies jurisdiction by jurisdiction and can be lengthy and expensive. Borrowers often resist foreclosure actions by asserting numerous claims, counterclaims and defenses against the holder of a real estate loan, including, without limitation, lender liability claims and defenses, even when such assertions may have no basis in fact, in an effort to prolong the foreclosure action. In some states or other jurisdictions, foreclosure actions can take up to several years or more to conclude. During the foreclosure proceedings, a borrower may have the ability to file for bankruptcy, potentially staying the foreclosure action and further delaying the foreclosure process. Foreclosure litigation tends to create a negative public image of the collateral property and may result in disrupting ongoing leasing and management of the property.

In addition, a Client may be adversely affected by a borrower’s right of redemption, the enforceability of assignments of rents, due on sale and acceleration clauses in loan instruments, as well as other creditors’ rights provided in such documents. A Client may be subject to liability as a lender with respect to its negotiation, administration, collection and/or foreclosure of real estate loans. Moreover, a Client may attempt to obtain contractual rights to participate in or substantially influence the management of properties by borrowers which may result in an increased likelihood that a borrower may claim that a Client interfered with the borrower’s business, acted in bad faith in exercising its management rights or otherwise acted in a manner giving rise to a claim for lender liability. As a lender, a Client may also be subject to penalties for violation of usury limitations, which penalties may be triggered by contracting for, charging or receiving usurious interest. In addition, bankruptcy laws may delay the ability of a Client to realize on collateral for loan positions held by it or may adversely affect the priority of such loans through doctrines such as equitable subordination or may result in a restructure of the debt through principles such as the “cramdown” provisions of the bankruptcy laws.

#### *Risks Arising from Investing in Real Estate Investment Trusts*

A Client may hold certain of its real estate investments through, and may invest in stock or beneficial interests of, real estate investment trusts (“**REITs**”). REITs may be affected by changes in the value of their underlying properties and by defaults by borrowers or tenants. Furthermore, REITs are dependent upon specialized management skills, have limited diversification and are, therefore, subject to risks inherent in financing a limited number of projects. REITs depend generally on their ability to generate cash flow to make distributions to shareholders, and certain REITs have self-liquidation provisions by which mortgages held may be paid in full and distributions of capital returns may be made at any time. In addition, REITs are generally subject to special tax rules, which may require a REIT to take, or refrain from taking, certain actions in order to qualify for or retain their REIT status. If a REIT is unable to comply with the tax rules,

then it may be subject to additional tax or other negative consequences. The performance of a REIT may be also affected by changes in the tax laws, or by its failure to qualify for tax-free pass-through of income.

**Equity Investments.** Clients invest in preferred stock, common stock or other equity securities directly, or hold such securities as the result of certain restructuring activities. Investments in equity securities of small or medium-sized market capitalization companies will have more limited marketability than the securities of larger companies. In addition, securities of smaller companies and private companies may have greater price volatility. All of a Client's investments in equity securities will be subject to normal market risks. While diversification among issuers may mitigate these risks, Clients must expect fluctuations in value of equity securities held by such Clients based on market conditions. Additionally, because equity securities rank lower in the capital structure of an issuer, such investments subject investors to additional risks not applicable to debt securities and holders of equity securities can be wiped out or substantially reduced in value in a bankruptcy proceeding or restructuring. The Registrant may not be able to realize gains from its equity interests, and any gains that it does realize on the disposition of any equity interests may not be sufficient to offset any other losses it experiences.

**Mezzanine Investments.** Mezzanine investments may be unsecured and made in companies whose capital structures have significant indebtedness ranking ahead of Clients' investments, all or a significant portion of which may be secured. Mezzanine investments may not benefit from all the similar financial and other covenants and rights as those enjoyed by the indebtedness ranking ahead of such investments. Moreover, the ability of a Client to influence an issuer's affairs, especially during periods of financial distress or following insolvency, is likely to be substantially less than that of senior creditors. Mezzanine investments generally are subject to various risks, including, without limitation: (i) a subsequent characterization of an investment as a "fraudulent conveyance"; (ii) the recovery as a "preference" of liens perfected or payments made on account of a debt in the 90 days before a bankruptcy filing; (iii) equitable subordination claims by other creditors; (iv) so-called "lender liability" claims by the issuer of the obligations; and (v) environmental liabilities that may arise with respect to collateral securing the obligations. Depending on the form of the investment, the risks set out in *High Yield Bonds* or *Leveraged Loans* above also apply.

**Non-Performing Nature of Loans.** There are varying sources of statistical default and recovery rate data for loans and other debt securities and numerous methods for measuring default and recovery rates. The historical performance of the credit market or the leveraged loan market is not indicative of future results. It is anticipated that certain of the loans that the Registrant invests in for Clients are or will become non-performing and possibly go into default. Furthermore, the obligor and/or relevant guarantor can also be in or enter into bankruptcy or liquidation. There can be no assurance as to the amount and timing of payments with respect to the loans. Although the Registrant will attempt to manage these risks, there can be no assurance that such investments will increase in value or that Clients will not incur significant losses.

**Credit Risk; Collateral.** One of the fundamental risks associated with Clients' investments is credit risk, which is the risk that a borrower will be unable or unwilling to make principal and

interest payments on its outstanding debt obligations, including Clients' investments, when due. Clients' returns would be adversely impacted if a borrower fails to make such payments when due.

Although some Clients' investments will be secured by specific collateral, there can be no assurance that the liquidation of any such collateral would satisfy the borrower's obligations, or that such collateral could be readily liquidated. In addition, in the event of bankruptcy of a borrower, Clients could experience delays or limitations with respect to their ability to realize the benefits of the collateral securing an investment. Under certain circumstances, collateral securing an investment can be released without the consent of Clients. The collateral, even when received, will pose its own risks and conflicts unique to its asset type. Consequently, the fact that a Client's loan is secured does not guarantee that the Client will receive principal and interest payments according to the loan's terms, or at all, or that the Client will be able to collect on the loan should it be forced to enforce its remedies.

Moreover, Clients' security interests (with respect to investments in secured debt) may be unperfected or otherwise limited for a variety of reasons, including the failure to make required filings by lenders and, as a result, Clients may not have priority over other creditors as anticipated. First priority lien investments made by Clients may, in certain cases, provide a first priority lien over some, but not all, of the assets of the relevant borrower. Clients may also invest in second-lien debt, high-yield securities, marketable and non-marketable common and preferred equity securities and other unsecured instruments, each of which involves a higher degree of risk than senior first-lien secured debt, including the re-use and subsequent loss of collateral by the borrower. Furthermore, Clients' right to payment and their security interest, if any, may be subordinated to the payment rights and security interests of senior lenders. Certain of these investments may have an interest-only payment schedule, with the principal amount remaining outstanding and at risk until the maturity of the investment. In such cases, the ability of the issuer to repay the principal in respect of Clients' investments may be dependent upon a liquidity event or the long-term success of the company, the occurrence of which is uncertain. Certain investments pay interest "in kind" rather than in cash, which has the effect of deferring a portfolio company's payment obligation until the maturity or cash payment date applicable to the investment. Such investments generally have a greater potential for a complete loss of the initial investment amount compared to an investment in debt securities that makes periodic interest payments, and are more vulnerable to the creditworthiness of the issuer and any other parties upon which performance relies.

In addition, issuers in which a Client invests could present a high degree of business and credit risk. Issuers in which a Client invests could deteriorate as a result of, among other factors, an adverse development in their businesses, a change in the competitive environment or the occurrence, continuation or worsening of any economic and financial market downturns and dislocations. As a result, issuers that the Registrant expected to be stable or improve may operate, or expect to operate, at a loss or have significant variations in operating results, may require substantial additional capital to support their operations or maintain their competitive position or may otherwise have a weak financial condition or be experiencing financial distress.

The terms of derivative arrangements may provide that related collateral given to, or received by, Clients may be pledged, lent, re-hypothecated or otherwise re-used by the collateral taker for its

own purposes. If collateral received by Clients is reinvested or otherwise re-used, Clients are exposed to the risk of loss on that investment. Should such a loss occur, the value of the collateral will be reduced and Clients will have less protection if the counterparty were to default. Similarly, if the counterparty reinvests or otherwise re-uses collateral received from Clients and suffers a loss as a result, it may not be in a position to return that collateral to Clients should the relevant transaction complete, be unwound or otherwise terminate and Clients are exposed to the risk of loss of the amount of collateral provided to the counterparty.

**Senior Loans.** Senior secured loans are usually rated below investment grade or are unrated. As a result, the credit risks associated with senior secured loans are similar to the risks of other non-investment grade fixed income instruments, although senior secured loans are senior and secured in contrast to other non-investment grade fixed income instruments, which are often subordinated or unsecured. Moreover, there is a risk that the collateral securing such loans may decrease in value over time, may be difficult to sell in a timely manner, may be difficult to appraise and may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital, and, in some circumstances, the Clients' liens could be subordinated to claims of other creditors. Consequently, the fact that a loan is secured does not guarantee that the Clients will receive principal and interest payments according to the loan's terms, or at all, or that the Clients will be able to collect on the loan should they be forced to enforce their remedies.

**Middle Market Loans.** Loans and other investments in middle market companies involve a number of particular risks that may not exist in the case of large public companies, including: (i) these companies may have limited financial resources and may be unable to meet their obligations under the debt securities that a Client holds, which may be accompanied by a deterioration in the value of any collateral and a reduction in the likelihood of the Client realizing on any guarantees the Client may have obtained in connection with its investment; (ii) these companies typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns; (iii) limited public information exists about many of these companies, and the Registrant is required to rely on the ability of the Registrant's investment professionals to obtain adequate information to evaluate the potential returns from investing in these companies, and if the Registrant is unable to uncover all material information about these companies, it will not make a fully informed investment decision, and Clients may lose money on such investments; (iv) these companies are more likely to depend on the management talents and efforts of a small group of persons and, as a result, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on these companies' ability to meet their obligations; (v) these companies generally have less predictable operating results, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position; and (vi) these companies may have difficulty accessing the capital markets to meet future capital needs, which may limit their ability to grow or to repay their outstanding indebtedness upon maturity.

**Private Loans.** Loans and other investments in private companies involve a number of particular risks that may not exist in the case of large public companies, including those set forth above under

*“Middle Market Loans.”* In addition, the negotiation process of a private loan may stall or be abandoned for reasons other than the Registrant’s lack of interest in the investment itself. If this happens after the Clients have committed, such Clients will receive smaller allocations or no allocation, or will receive allocations on different terms than expected. Private loans are often illiquid, require issuer or borrower consent to trade, and involve the Registrant (on behalf of itself and its Clients) obtaining material non-public information that restricts further trading in the issuers to which such material non-public information relates. The Registrant sometimes arranges limited purpose issuer-specific information barriers in the context of private loan investments. The meaning of “private” sometimes varies across Clients, for purposes of investment guidelines and/or Client reporting. In addition, the definition of “private” used in the Registrant’s marketing materials will not always match a Client’s definition. For further information regarding the risks associated with the inadvertent cross of information over an information barrier, see *“Information Barriers.”*

**Consumer Loans.** Clients may invest in consumer loans and/or securities backed by consumer loans. Such loans may be at the time of acquisition, or may become after acquisition, non-performing for various reasons. Such non-performing and sub-performing loans may require a substantial amount of workout negotiations or restructuring, which may entail, among other things, a substantial reduction in the interest rate and a substantial write-down of the principal of the loan. Even if a restructuring of a consumer loan were successfully accomplished, a risk exists that upon maturity of such loan, replacement “takeout” financing will not be available. In addition, the Registrant may find it necessary or desirable to foreclose on some if not many of the loans acquired. This foreclosure process may be lengthy and expensive. The value of the loan will be adversely impacted by a decline in the value of the underlying collateral, which is likely to be beyond the control of the Registrant and/or the Clients. Finally, there may not be a liquid secondary market for these types of investments. Consequently, Clients may not be able to dispose of these investments at prices that reflect their value or the amount paid to acquire them.

In addition, certain of the Clients’ investments may consist of loans offered through lending platforms that are serviced by third-party servicers. These loans are risky and speculative investments and will represent unsecured obligations of a variety of borrowers, the identities of whom are not made available to the Clients. In deciding whether to purchase a loan on behalf of Clients, the Registrant will not have access to financial statements or other detailed financial information of the borrowers and therefore will not be able to verify the identity of any borrower or independently evaluate their creditworthiness. As a result, the Registrant and the Clients must rely on the efforts of such third-party servicer for such information.

All such loans purchased by the Clients will be subject to risk of borrower default. The lending platform will generally assign a borrower an investment rating based on the borrower’s and any guarantor’s credit score. Credit scores are heavily dependent on the historical default or delinquency rate of the person or entity rated. However, there can be no assurance that historical default or delinquency rates of a particular borrower will be indicative of future loss rates or the likelihood of the delinquency or default by the same borrower. The credit score may also be based on outdated, incomplete, or inaccurate consumer reporting data. In addition, lending platforms use proprietary methodologies to assign a rating to a potential borrower; however, there is no assurance that such rating will actually reflect the creditworthiness of a borrower.

State and federal regulators and other governmental entities have the authority to bring administrative enforcement actions or litigation to enforce compliance with applicable lending or consumer protection laws, with remedies that can include fines and monetary penalties, restitution of borrowers, injunctions to conform to law, or limitation or revocation of licenses and other remedies and penalties. In addition, lenders and servicers may be subject to litigation brought by or on behalf of borrowers for violations of laws or unfair or deceptive practices. Failure to conform to applicable regulatory and legal requirements could be costly and have a detrimental impact on the Clients.

**Loan Origination.** The Registrant seeks, on behalf of its Clients, to originate loans, including, but not limited to, secured and unsecured notes, senior and second lien loans, mezzanine loans, and other similar investments. As a result of this loan origination activity, the Registrant and its Clients could be subject to various regulatory requirements, such as borrower disclosure requirements, limits on fees and interest rates on some loans and lender licensing requirements. The Registrant and its Clients could also be subject to consumer disclosures and substantive requirements on consumer loan terms and other regulatory requirements applicable to consumer lending, e.g., as administered by the Consumer Financial Protection Bureau in the U.S. and other applicable regulatory authorities. In addition, loan origination involves a number of particular risks that may not exist in the case of secondary debt purchases, including:

- when originating loans, the Registrant will generally have to rely more on its own resources to conduct due diligence of the borrower, which will likely be more limited than the diligence conducted for a broadly syndicated transaction involving an underwriter;
- loan origination involves additional regulatory risks, given the requirement to hold a license for certain types of lending in some jurisdictions. Certain of such licensing requirements may require the disclosure of the identities of some or all of its Clients and/or underlying investors to the applicable regulator(s). The regulatory requirements (and permitted exemptions) vary from jurisdiction to jurisdiction and can change over time;
- the borrowers may, in some circumstances, be higher credit risks who could not obtain debt financing in the syndicated markets; and
- the level of analytical sophistication, both financial and legal, necessary for successful financing to companies, particularly companies experiencing significant business and financial difficulties, is unusually high. There is no assurance that the Registrant will correctly evaluate the value of the assets collateralizing these loans or the prospects for successful repayment or a successful reorganization or similar action.

In addition to the risks described above and also under “*Private Loans*” and “*Middle Market Loans*,” loan origination may also result in substantial tax liabilities for certain Clients and/or investors. In originating loans, the Registrant and its Clients will compete with a broad spectrum of lenders, some of which may have greater financial resources than the Registrant and its Clients, and some of which may be willing to lend money on better terms (from a borrower’s standpoint) than the Registrant and its Clients. Increased competition for, or a diminution in the available supply of, qualifying loan opportunities may result in lower yields on such loans, which could reduce returns to the Registrant’s Clients. Finally, there is no assurance that a Client will be able

to subsequently sell, assign or successfully close transactions for the loans that it originates, and if so, such Client will be forced to hold its interest in such loans for an indeterminate period of time. This could result in such Client's investments being over-concentrated in certain borrowers.

**Shadow Banking Regulation.** There has been increasing commentary among regulators and intergovernmental institutions, including the Financial Stability Board and International Monetary Fund, on the topic of so-called "shadow banking" (a term generally taken to refer to credit intermediation involving entities and activities outside the regulated banking system). The Financial Stability Board issued a report that recommended strengthening oversight and regulation of the "shadow banking" system in Europe. The report outlined initial steps to define the scope of the shadow banking system and proposed general governing principles for a monitoring and regulatory framework. While, at this stage, it is difficult to be certain as to the precise scope of that Directive or predict the scope of any other new regulations of the "shadow banking" system, if (a) such regulations were to extend the regulatory and supervisory requirements currently applicable to banks, such as capital and liquidity standards to the Clients' activities or (b) the Clients were considered to be engaged in "shadow banking," in each case, the regulatory and operating costs associated therewith could adversely impact the implementation of Clients' investment strategies and returns and could become cost-prohibitive with respect to certain Client investments in issuers located in the EU.

**Non-U.S. Investments.** Investments outside the U.S. or denominated in non-U.S. currencies pose currency exchange risks (including blockage, devaluation and non-exchangeability) as well as a range of other potential risks which could include, depending on the country involved, expropriation, confiscatory taxation, political or social instability, illiquidity, price volatility, market manipulation, changes in law, changes in governmental administration or economic or monetary policy, and changed circumstances in dealings between nations. In addition, less information may be available regarding non-U.S. investments and non-U.S. companies may not be subject to accounting, auditing and financial reporting standards and requirements comparable to or as uniform as those of U.S. companies. Transaction costs of investing outside the U.S. may be high. There may be less government supervision and regulation of exchanges, broker-dealers and funds than there is in the U.S. Non-U.S. investments pose legal risks relating to the local laws and regulations and the application or interpretation thereof and the independence of judicial systems. Clients will encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in non-U.S. courts. Issuers located in non-U.S. jurisdictions may be involved in restructurings, bankruptcy proceedings and/or reorganizations under laws and regulations that may not provide Clients with rights and privileges necessary to promote and protect their interests. Generally accepted accounting standards and practices may differ significantly from those practiced in the U.S. The financial information appearing on the financial statements of a company operating in one or more non-U.S. countries may not reflect its financial position or results of operations in the way they would be reflected if the financial statements had been prepared in accordance with accounting principles generally accepted in the U.S. Non-U.S. markets also have different clearance and settlement procedures which may have substantial delays and settlement failures that could adversely affect Clients' performance. Greater tax risks and complexities also may be associated with these investments. Laws affecting international investment and business continue to evolve, although at times in an uncertain manner that may not coincide with local or accepted international practices. Laws and regulations, particularly those concerning foreign

investment and taxation, can change quickly and unpredictably. Inconsistencies and discrepancies among various local, regional and national laws, the lack of judicial or legislative guidance on unclear or conflicting laws and broad discretion on the part of government authorities implementing the laws produce additional legal uncertainties. The burden of complying with conflict laws may have an adverse impact on the operations of the Registrant.

**Foreign Exchange Exposure.** In general, investments denominated in a currency other than the currency of the relevant Client creates exchange rate risk of loss. The Registrant may utilize options and forward contracts to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be entered into, or, if entered into, will be effective. Forward contracts and options thereon, unlike futures contracts, are generally not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward trading (to the extent forward contracts are not traded on exchanges) and “cash” trading are substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade, and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Fluctuations in foreign exchange markets may lead to large collateral calls, which may, in some cases, be meaningful in size and in duration. Cash posted as collateral will not be available for making or maintaining investments.

**Interest Rate Changes.** Fluctuations in interest rates may affect the value of the investments held by the Registrant on behalf of Clients. The ability of companies or businesses in which Clients invest to refinance debt securities will depend on, among other things, their ability to sell new securities in the high yield debt or bank financing markets, which could be difficult to access at favorable rates. Interest rate changes affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate debt instrument and falling interest rates will have a positive effect on price. Adjustable rate instruments also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Factors that affect market interest rates include, without limitation, inflation, slow or stagnant economic growth or recession, unemployment, money supply, governmental monetary policies, international disorders and instability in domestic and foreign financial markets. The risks associated with increasing interest rates are heightened given that interest rates are near historic lows, but can be expected to increase in the future with unpredictable effects on the markets and Clients’ investments. The Registrant expects that it will periodically experience imbalances in the interest rate sensitivities of Client assets and liabilities and the relationships of various interest rates to each other. In a changing interest rate environment, the



Registrant may not be able to manage this risk effectively. If the Registrant is unable to manage interest rate risk effectively, Clients' performance could be adversely affected.

**Force Majeure and Expropriation Risk.** Companies or assets 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, fires, floods, earthquakes, outbreaks of infectious disease, pandemics or any other serious public health concerns, wars, terrorism and labor strikes). Natural disasters, epidemics and other acts of God, which are beyond the control of the Registrant, negatively affect the economy, infrastructure and livelihood of people throughout the world. For example, southeast Asia and many countries in Asia, including China, Japan, Indonesia and Australia have been affected by earthquakes, floods, typhoons, drought, heat waves or forest fires. Disease outbreaks have occurred in Asia in the past (including severe acute respiratory syndrome, or SARS, avian flu, H1N1/09 flu and Coronavirus) and any prolonged occurrence of infectious disease, or other adverse public health developments or natural disasters in any country related to a Client's investments may have a negative effect on a Client. In addition, there is a risk of terrorist attacks on the U.S. and elsewhere, which could cause a significant loss of life and property damage and disruptions in global markets. For example, as a result of any terrorist attack, economic and diplomatic sanctions may be in place or imposed on certain countries and military action may be commenced.

Some force majeure events negatively affect the ability of a Client or a counterparty to a Client to perform its obligations until it is able to remedy the force majeure event. In addition, the cost to a Client of repairing or replacing damaged assets resulting from such force majeure event could be considerable. Certain force majeure events (such as war or an outbreak of infectious disease) could have a broader negative impact on the world economy and international business activity generally, or otherwise negatively impact any country related to a Client's investments. Additionally, a major governmental intervention in an industry, including the nationalization of an industry or the assertion of control over one or more companies or assets, could result in a loss to a Client, including if its investment is canceled, unwound or acquired (which could be without what a Client considers to be adequate compensation). Any of the foregoing may therefore negatively affect the performance of a Client and its investments.

Losses resulting from any of the foregoing may either be uninsurable or only insurable at such high rates as to make such coverage impracticable. If any such major uninsured loss were to occur with respect to any of a Client's investments, a Client could incur substantial losses.

**Environmental Hazards.** Under environmental laws enacted by the United States and the various states within the United States, owners of property (and, in some cases, lenders to such owners) may be liable for the clean-up and removal of hazardous substances even where the owner was not responsible for placing the hazardous substances on the property or where the property became contaminated prior to the time the owner took title. Similar laws may be in effect in other jurisdictions where a Client invests. The costs of investigation, removal and clean-up of hazardous substances and wastes can be extremely expensive and, in some cases, can exceed the value of a property. If any property acquired by a Client, directly, or indirectly through foreclosure or otherwise, subsequently were found to have an environmental contamination or other concern,

such acquiring entity could incur substantial costs and suffer a complete loss of its investment in such property as well as of other assets.

**Political Uncertainty and Civil Unrest.** Following the global financial crisis of 2008-2009 and the subsequent uneven global recovery, the rise of populist political parties and economic nationalist sentiments has led to increasing political uncertainty and unpredictability throughout the world, including within many countries in Europe. Among the attendant risks of such rising populist movements and economic nationalist sentiments are greater regulatory uncertainty, for example, regarding the posture of governments with respect to taxation, international trade, immigration and law enforcement. Political instability or uncertainty could have an adverse effect on the global economy and, accordingly, a Client's investments.

In addition, the United States is currently experiencing, and in recent years has experienced, increasing political and civil unrest and uncertainty. On September 17, 2020, Christopher Wray, Director of the U.S. Federal Bureau of Investigation, testified before the U.S. House Homeland Security Committee regarding certain threats to the United States, including Domestic Violent Extremists ("DVEs"). Director Wray described DVEs as "individuals who commit violent criminal acts in furtherance of ideological goals stemming from domestic influences, such as racial bias and anti-government sentiment." He testified that DVEs are driven by perceptions of government or law enforcement overreach, sociopolitical conditions, racism, anti-Semitism, Islamophobia, misogyny, and reactions to legislative actions and pose a steady and evolving threat of violence and economic harm to the United States. He also noted that DVEs have responded to peaceful movements, including First Amendment-protected activities, through violence and that racially motivated violent extremists make up the largest sub-set of DVEs, with individuals subscribing to a white supremacist-type ideology as the largest portion of such sub-set. The FBI has elevated racially motivated violent extremism to a "national threat priority," which allows the FBI to dedicate significant additional resources towards related law enforcement action.

Political and civil unrest and uncertainty is heightened given that the United States held political elections during the unprecedented COVID-19 pandemic. As a result, voters requested mail-in or absentee ballots at an unprecedented rate. While historical evidence does not support the claim that mail-in or absentee ballots are inaccurate or lead to voter fraud, there have been attempts to cast into doubt the ability of the United States to run a free and fair election in 2020. Since the elections took place, election results have been contested, through the court system or otherwise, as a result of actual or perceived unfairness, undue influence or illegal action. Additionally, persons and organizations have claimed that certain political actions by certain governmental officials, in connection with the election or otherwise, are "corrupt" or a departure from historical norms. On January 6, 2021, DVEs and other persons participated in a violent riot at the U.S. Capitol, which resulted in extensive property damage and multiple fatalities.

This period of political and civil unrest and uncertainty is likely to continue and may have a negative effect on the Registrant, a Client and its investments.

**Ongoing Crisis in Ukraine.** On February 24, 2022, Russia launched a large-scale invasion of Ukraine marking the largest escalation of crisis in Ukraine to date. Although the Russian invasion, and the conflict in Ukraine is ongoing and its long-term effects remain to be seen, the 2022 Russian invasion of Ukraine is likely to cause significant economic disruption and further calls from other

countries for a severe sanctions regime that would seek to further isolate Russia from the world economy. In response to the Russian invasion of Ukraine in February 2022, the EU, the U.S., the UK and other governmental entities have passed a variety of severe economic sanctions and export controls against Russia, including imposition of sanctions against Russia's Central Bank and largest financial institutions. In addition, a number of businesses have curtailed or suspended activities in Russia or dealings with Russian counterparts for reputational reasons. While current sanctions may not target the Registrant, the Clients or their target investments more generally, these sanctions have had and may continue to have the effect of causing significant economic disruption and may adversely impact the global economy generally, and the Russian economy specifically by, among other things, creating instability in the energy sectors, reducing trade as a result of economic sanctions and increased volatility and uncertainty in financial markets, including Russia's financial sector. Additionally, any new or expanded sanctions that may be imposed by the U.S., EU, UK, or other countries may materially adversely affect the Registrant's operations, including the Clients and their investments. In addition, one or more Client investors could become subject to sanctions or similar restrictions, whether related to the Ukraine conflict or otherwise, which could result in a default by such investors(s) or other adverse consequences to such investor(s) or the applicable Clients or their investments, including as it relates to such Clients' ability to consummate investments or to obtain financing.

Overall, the situation in Ukraine remains uncertain and how it will unfold or impact a Client's business or results of operations cannot be predicted. The potential further repercussions surrounding the situation in Ukraine are unknown and no assurance can be given regarding the future of relations between Russia and other countries. Any or all of the above factors could have a material adverse effect on a Client's business, financial condition, results of operations and prospects.

**Banking Stability.** Clients are generally permitted to hold cash and cash equivalents at any given time. Available cash and cash equivalents are typically held in interest-bearing accounts or funds managed by third-party financial institutions. Clients' access to their invested cash and cash equivalents may be impacted by adverse conditions in the financial markets, and such Clients are subject to the risk that they may lose assets in connection with bank or other financial institution failures. Recently, numerous governments and their agencies have implemented interest rate policies designed to restore price stability in the face of inflationary pressures by increasing the underlying federal interest rate (or corresponding rate of the applicable jurisdiction). As a result of, among other reasons, such increasing interest rates, reserves held by banks and other financial institutions in bonds and other debt securities could face a significant decline in value relative to deposits and liabilities which, coupled with general economic headwinds resulting from a changing interest rate environment, creates liquidity pressures at such institutions, as evidenced by the bank runs on the Silicon Valley Bank ("SVB") and Signature Bank ("Signature") causing them to be placed into receivership. As a result, certain sectors of the credit markets could experience significant declines in liquidity, and it is possible that the Registrant, (with respect to Clients), and/or the management and other personnel of the portfolio investments owned by Clients, will not be able to manage this risk effectively. It is yet to be determined how the bank runs on SVB and Signature will fully impact the overall performance of the Clients or one or more of their respective investments and how similar events may affect the ability of the Registrant to execute investment strategies for Clients. However, as a result of such bank runs or banking collapses (or

if other regional or other banks face similar bank runs or collapses), there is a risk that a Client, to the extent applicable, will not be able to recover its funds held in accounts at such banks above the Federal Deposit Insurance Corporation (the “**FDIC**”) insurance limit of \$250,000 per account, or the limits of the deposit insurance regimes of other applicable jurisdictions, as applicable. Even if the Registrant is able to recover such Client funds, there is uncertainty with respect to the portion of its funds it may be able to recover. Further, there is uncertainty with respect to the time period that would be required to recover any additional funds above the FDIC insurance limit, or the limits of the deposit insurance regimes of other applicable jurisdictions, as applicable. Finally, while the FDIC has currently confirmed that it would insure deposits at SVB and Signature above the \$250,000 insurance limit per account, there is no guarantee that the FDIC will continue that approach indefinitely or that it would provide the same guarantee if additional banks suffer bank runs and/or collapses or that the regulators in other jurisdictions would take a similar approach.

**Global Supply Chain Disruptions.** The companies in which a Client invests, as well as counterparties or service providers to such companies, may depend on goods and services that may be affected by disruptions to global supply chain networks. Such companies’ procurement of goods and services are subject to risks associated with political or financial instability, the availability of raw materials to suppliers, merchandise quality issues, trade restrictions, tariffs, currency exchange rates, labor problems, transport capacity and costs and other factors relating to foreign trade, including costs and uncertainties associated with potential sell-through difficulties and reputational damage that may be associated with such companies’ inability to be able to provide their goods and services on a timely and quality basis as a result of any of the foregoing.

**Infectious Diseases; Pandemics.** Certain illnesses spread rapidly and have the potential to significantly adversely affect the global economy. Outbreaks such as the severe acute respiratory syndrome, avian influenza, H1N1/09, and, most recently, COVID-19, or other similarly infectious diseases may have material adverse impacts on the Registrant, its affiliates, its Clients and companies in which the Clients invest which could, in turn, adversely impact the ability of such companies to repay indebtedness and the value of any collateral in respect thereof) or Clients’ ability to source new investments or raise capital. Actual pandemics, or fear of pandemics, can trigger market disruptions or economic turndowns with the consequences described above. None of the Registrant or its affiliates can predict the likelihood of disease outbreaks occurring in the future nor how such outbreaks may affect the Clients’ investments.

In January 2020, an outbreak of SARS-CoV-2, a novel coronavirus which often progresses to a viral pneumonia and/or advanced respiratory distress syndrome (ARDS) (such advanced disease has been referred to by health officials as coronavirus disease 2019 (“**COVID-19**”)) was first identified and has since spread worldwide. The outbreak of COVID-19 across nearly all countries continues to adversely impact global commercial activity and has contributed to significant volatility in financial markets. The global impact of the outbreak has been rapidly evolving; and, as cases of the virus have continued to be identified, many countries have reacted by instituting quarantines, restrictions on travel, bans and/or limitations on public events and public gatherings, closures of a variety of venues (e.g., restaurants, concert halls, museums, theaters, schools and stadiums, non-essential stores, malls and other entertainment facilities and commercial buildings) or shelter-in-place orders. Currently, countries and regions implementing a so-called “dynamic COVID zero” policy have at times imposed and lifted, and may continue to impose and lift,

lockdown measures with limited notice and with uncertain durations (such as the lockdown of Shanghai that began in mid-March 2022). Businesses have also implemented protective measures, such as work-from-home arrangements, partial or full shutdowns of operations, furlough or termination of employees and cancellation of customer, employee or industry events. Such measures, including the unknown duration thereof in many instances, as well as the general uncertainty surrounding the dangers and impact of COVID-19, have created, and are continuing to create disruption in global supply chains, and adversely impacting a number of industries, such as transportation, retail, hospitality and entertainment. Additionally, notwithstanding that certain U.S. states and other countries have generally reduced protective measures (e.g., reducing or eliminating capacity limits for certain businesses) and “re-opened,” there is no guarantee that such reduced measures or “reopening” will remain in place. The U.S. federal government and U.S. state and local governments have implemented, and are continuing to implement, a variety of actions to mobilize efforts to mitigate the ongoing and expected impact of COVID-19, and the Centers for Disease Control and Prevention has implemented its pandemic preparedness and response plans, working on multiple fronts, including providing specific guidance on measures to prepare communities to manage and mitigate the local spread of COVID-19 throughout the United States. The outbreak is viewed as adversely impacting economic and market conditions and could trigger a prolonged period of global economic slowdown. The rapid and evolving development of this situation precludes any prediction as to the ultimate adverse impact of COVID-19.

The effect of the COVID-19 outbreak on the economy and on the public has been severe and could exacerbate other pre-existing political, social, economic, market and financial risks. Further, while there have been proposed, and in some cases enacted, economic stimulus measures aimed at curbing the negative economic impacts to the U.S. and other countries as a result of COVID-19, it cannot be determined at this time whether such stimulus measures will continue to have a stabilizing economic effect, or whether such measures could have ancillary, destabilizing economic effects, including, but not limited to, labor shortages. Health advisors warn that additional waves of the pandemic are possible if the reopening of the economy is pursued too soon or in the wrong manner, or if additional variants of the virus (which may include variants that reduce or eliminate the effectiveness of vaccines and other pharmaceutical interventions) develop and spread, which could further prolong the adverse economic impacts of COVID-19. A prolonged continuation of the current COVID-19 pandemic, together with any containment or other remedial measures (including governmental measures) undertaken or imposed, has resulted in the closure of the Registrant’s offices at times and may result in the closure (or continued closure) of a borrower’s offices or other businesses, including office buildings, retail stores and other commercial venues and could also result in (a) the lack of availability or price volatility (including price inflation) of raw materials or component parts necessary to a borrower’s business which may adversely affect the ability of a borrower to perform its obligations (including repayment of indebtedness), (b) disruption of regional or global trade markets and/or the availability of capital, (c) limiting the availability of leverage, including an inability to obtain financing at all or to the Clients’ desired degree, (d) trade or travel restrictions which impact a borrower’s business, (e) fluctuations in the exchange rate between the U.S. dollar and other currencies of assets in which the Clients invest are denominated (which may affect the value of the Clients’ portfolio in such local currency), (f) a general downward pressure on asset values, particularly assets in hard hit industries and/or (g) a general economic decline, each of which could have a materially adverse impact on the value of the Clients, the Clients’ direct or indirect investments or the Clients’ ability to make new investments. For example, the COVID-19 pandemic has already led to significant

losses and extreme volatility in the financial markets (including several brief automatic suspensions of trading on U.S. stock exchanges). The performance of the Clients' investments will also be affected by particular issues arising from the COVID-19 pandemic that affect specific companies, regions or sectors in which the Clients invest.

In this environment, there is a heightened likelihood of government intervention or regulation and/or changes in law, including, by way of example, laws and regulations requiring lenders (such as the Clients) to waive payments from borrowers, defer maturities on loans and/or cancel or delay foreclosures on a borrower's assets, any of which could have a material adverse effect on the Clients and their investments.

Further, the widespread outbreak of infectious diseases such as COVID-19 and containment efforts may adversely affect the ability, or the willingness, of a party (including the Clients, the Registrant, a borrower or a counterparty or service provider to the Clients or a borrower) to perform its obligations under its contracts and has led to uncertainty over whether such failure to perform (or delay in performing) might be excused under so called "material adverse change," force majeure and similar provisions in such contracts. As a result, borrowers, counterparties and service providers to the Clients may fail to perform (or delay the performance of) their obligations to the Clients, pending transactions may not close on time or at all, the Clients, the Registrant or a borrower may be forced to breach (or may determine not to perform its obligations under) certain agreements and litigation is likely to ensue, any of which could have a material adverse effect on the Clients and their investments.

In addition, the operations of the Clients, the companies in which they directly or indirectly invest and the Registrant may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, voluntary and precautionary restrictions on travel and movement, remote working requirements (which requirements subject the Clients to additional data protection risks (see "*Systems Risks and Cybersecurity Risks*" below)), the slow global rollout of vaccines and/or a reduction in the efficacy of COVID-19 vaccines and potential need for COVID-19 vaccine "boosters," individual resistance to vaccination against COVID-19 and spread of misinformation related to COVID-19 vaccines and other social, political, financial, legal and regulatory or other factors related to an actual or threatened public health emergency (such as COVID-19), including its potential short-term and/or long-term adverse impact on the health of the personnel of any such entity or the personnel of any such entity's key service providers. These circumstances also may hinder the Registrant's, the Clients' and/or any company's ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance. No previous success by the Registrant or its affiliates in dislocated markets is any guarantee of the Clients' success in respect of investing and managing any investment during and after the COVID-19 pandemic.

Because the COVID-19 pandemic is an unprecedented event in modern history, the duration and magnitude of its impacts are unknown. While the Registrant believes that it can pursue its investment strategy during this pandemic, there is no assurance that the Clients' investment objectives will be achieved. Further, if a future pandemic occurs (including a recurrence of COVID-19) during the term of a Client, the Client may not achieve its investment objectives or

may not be able to realize its investments within the Fund's term. Prospective investors should be aware that developments regarding COVID-19 and the economic impact thereof (both long-term and short-term) are changing rapidly and the Registrant and its affiliates cannot predict the potential long-term effects of the pandemic on the Clients and their investments.

**LIBOR.** The London inter-bank offered rate (“**LIBOR**”) and other inter-bank lending rates and indices (such rates and indices which are deemed to be benchmark rates together with LIBOR, the “**Benchmark Rates**”) have been the subject of ongoing national and international regulatory guidance and proposals for reform. As of December 31, 2021, all seven Euro and Swiss franc LIBOR tenors, overnight, one-week, two-month and 12-month sterling LIBOR, spot next, one-week, two-month and 12-month yen LIBOR, and one-week and two-month U.S. dollar LIBOR have been permanently discontinued. Publication of the overnight and 12-month U.S. dollar LIBOR settings will permanently cease immediately after June 30, 2023. The U.S. federal banking agencies have issued guidance strongly encouraging banking organizations to cease using U.S. dollar LIBOR as a reference rate in new contracts. It is uncertain whether or for how long LIBOR will continue to be viewed as an acceptable market benchmark, what rate or rates could become accepted alternatives to LIBOR, or what effect any such changes could have on the financial markets for LIBOR-linked financial instruments. Similar statements have been made by regulators with respect to the other Interbank Offered Rates (each, an “**IBOR**”). Regulators and market participants are working to develop successor rates and transition mechanisms to amend existing instruments and contracts to replace the IBORs with a new rate. For example, the Alternative Reference Rate Committee, a private-sector working group convened by the Federal Reserve Board and the Federal Reserve Bank of New York to identify alternative reference rates for LIBOR (the “**ARRC**”), and the International Swaps and Derivatives Association, Inc., a global trade association representing leading participants in the derivatives industry (“**ISDA**”), have taken significant steps toward the development of consensus-based fallbacks and alternatives to LIBOR, which appear constructive for end-users. In particular, the ARRC has published recommended fallback language for new issuances of several LIBOR-linked products. The ARRC fallback recommendations are intended to minimize disruptions when LIBOR is permanently discontinued or is no longer representative. In addition, ISDA has amended certain of its standard derivatives documentation to implement fallbacks for certain key IBORs and has published an ISDA protocol to facilitate amendments to existing derivatives documentation. The ISDA fallbacks will apply if the relevant IBOR is permanently discontinued or is determined to be no longer representative, based on defined triggers. There can be no assurance, however, that the alternative rates and fallbacks will be broadly adopted and/or effective at preventing or mitigating disruption as a result of the transition. The termination of LIBOR and IBORs could present other risks to a Client. It is not possible at this point to identify those risks exhaustively but, in addition to the risks outlined above, they include the risk that an acceptable transition mechanism might not be found or might not be suitable for a Client. Moreover, any alternative reference rate and any pricing adjustments required in connection with the transition from LIBOR or an IBOR could impose costs on, or might not be suitable for, a Client, resulting in costs incurred to close out positions and enter into replacement trades. A Client could undertake transactions in instruments that are valued using LIBOR rates or rates of an IBOR or enter into contracts that determine payment obligations by reference to LIBOR or an IBOR. Until their discontinuance, a Client could continue to invest in instruments or enter into contracts that reference LIBOR or any other rate or successor rate. The use of different rates across different investments or contracts would create rate mis-match risks for the Clients.

In addition, as part of the transition to a replacement benchmark, parties could seek to adjust the spreads relative to such benchmarks in underlying contractual arrangements. Variations in the spreads across the industry would create rate mis-match risks for the Clients. It is not possible to predict the effect of any such changes, any establishment of alternative reference rates, whether the COVID-19 outbreak will have further effect on LIBOR transition timelines or plans, or other reforms to the Benchmark Rates that could be enacted in the United States, United Kingdom or elsewhere.

It should also be noted that the interest rates applicable to cash equivalents held by a Client could be fixed or floating and are generally expected to be lower than the interest rates on the investments. Accordingly, changes in the level of any applicable floating rate index or the holding of significant assets in the form of cash equivalents could adversely affect the ability of a Client to make debt service payments on the aggregate outstanding amount of indebtedness.

**Economic and Political Risks Relating to the European Region.** There is often a high degree of government regulation in European economies, including in the securities markets. Governments in certain of the countries in Europe also participate to a significant degree, through ownership interests or regulation, in their respective economies. Action by such governments may directly affect foreign investment in securities or other obligations in those countries and may also have a significant indirect effect on the market prices of securities and other obligations, as well as on the payment of dividends and interest. Changes in policy with regard to taxation, fiscal and monetary policies, repatriation of profits, and other economic regulations are possible, any of which could have an adverse effect on private investments. In certain European countries there may be high unemployment, which could hinder the ability of various governments to keep deficit spending in check. Changing political environments, regulatory restrictions, and changes in government institutions and policies in Europe could adversely affect private investments. Civil unrest, ethnic conflict or regional hostilities contribute to instability in some countries of Europe. Such instability may impede business activity and adversely affect the environment for foreign investments. The Registrant does not intend to obtain political risk insurance. Actions in the future of one or more European governments could have a significant effect on the various economies, which could affect market conditions, prices and yields of securities and other obligations.

In addition, the deterioration of the sovereign debt of several Eurozone countries during 2008-2009 raised a number of uncertainties regarding the stability and overall standing of the European Monetary Union. Economic, political or other factors could result in further changes to the composition of the European Monetary Union. The risk that other Eurozone countries could be subject to higher borrowing costs and face further deterioration in their economies, together with the UK's decision to exit the EU (as discussed below under *Brexit*) and the risk that Eurozone countries could withdraw from the EU, could have a negative impact on the Clients' investment activities. A reintroduction of national currencies in one or more Eurozone countries or, in more extreme circumstances, the possible dissolution of the European Monetary Union cannot be ruled out. The departure or risk of departure from the European Monetary Union by one or more Eurozone countries and/or the abandonment of the euro as a currency could have major negative effects on the Clients. If the European Monetary Union is dissolved entirely, the legal and contractual consequences for holders of euro-denominated obligations would be determined by



laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of investments.

**EMIR.** The European Market Infrastructure Regulation (EU) 648/2012, together with any implementing or delegated directive or regulation, as implemented into national law by EEA Member States and retained in domestic law in the UK pursuant to the Withdrawal Act and legislation thereunder (each as amended, replaced or supplemented from time to time) (collectively, “**EMIR**”), imposes certain obligations on parties to over-the-counter derivative contracts according to whether they are “financial counterparties” (such as EEA and UK investment firms, alternative investment funds managed by authorized or registered alternative investment fund managers, credit institutions and insurance companies), other entities established in the EEA and the UK, which are referred to in EMIR as “non-financial counterparties” or, in some circumstances, non-EEA or non-UK country equivalents of financial counterparties or non-financial counterparties. The regulatory framework of EMIR has significantly increased the cost of entering into derivative contracts. Any amendments to EMIR may increase such costs and adversely affect a Client’s ability to enter into in-scope transactions.

**Solvency II.** Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance, together with any implementing or delegated directive or regulation, as implemented into national law by EEA Member States and retained in the UK pursuant to the Withdrawal Act and legislation thereunder (each as amended from time to time) (collectively, “**Solvency II**”) sets out stronger capital adequacy and risk-management requirements for insurers and reinsurers in the EEA and the UK. Solvency II dictates how much capital such firms must hold against their liabilities and how to undertake a risk-based assessment of those liabilities, as well as reporting requirements to which such firms are subject. Although funds and fund managers are not directly subject to Solvency II, it could impose on fund managers extensive obligations for those insurers and reinsurers who are subject to Solvency II that do invest in such funds.

**Brexit.** The UK left the EU on January 31, 2020. Following withdrawal from the EU, the UK entered a transition period, which expired on December 31, 2020. The UK and the EU have now entered into a Trade and Cooperation Agreement (“**TCA**”) Despite the implementation of the TCA, there is still uncertainty concerning many aspects of the UK’s legal and economic relationship with the EU

The foregoing political and economic uncertainty could impact the Registrant, its Clients and its Clients’ investments (and their underlying borrowers and issuers) in a variety of ways, not all of which are currently readily apparent. Clients may invest in portfolio investments and other issuers with significant operations and/or assets in the EU or in the UK, any of which could be adversely impacted by any new legal, tax or regulatory environment, whether by increased costs or impediments to the implementation of their business plan.

On July 20, 2022, the “Financial Services and Markets Bill” (the “**FSM Bill**”) was introduced to Parliament in the UK. The FSM Bill creates a “Designated Activities” regime that is intended to maintain the purview of the UK’s Financial Conduct Authority (the “**FCA**”) over certain activities, products and conduct that are currently regulated by EU law but that are not regulated activities under the existing United Kingdom Financial Services and Markets Act 2000 (“**FSMA**”). It forms part of the British government’s stated overall policy objective to establish a comprehensive

FSMA model for financial services regulation, which is likely to include reforms in certain risk retention provisions and repeal parts of the securitization regulation enacted in the UK by virtue of the operation of the Withdrawal Act, as amended by the UK Securitisation (Amendment) (EU Exit) Regulations 2019 (SI 2019/660) (including any implementing regulation, secondary legislation, technical and official guidance relating thereto). It is likely the FSM Bill will come into force by the end of May 2023 and this could further impact the Clients and the Clients' investments (and their underlying borrowers and issuers) in a variety of ways, not all of which are currently readily apparent.

The uncertainty resulting from any such developments, or the possibility of such developments, could cause significant market disruption in the EU and in the UK, and more broadly across the global economy, as well as introduce further legal, tax and regulatory uncertainty in the EU and in the UK.

**Climate Change.** A Client may acquire, directly and/or indirectly, investments that are located in areas which are subject to climate change. A Client's investments located in coastal regions may be affected by any future increases in sea levels or in the frequency or severity of hurricanes and tropical storms, whether such increases are caused by global climate changes or other factors. There may be significant physical effects of climate change that have the potential to have a material adverse effect on a Client's business and operations. Physical impacts of climate change may include increased storm intensity and severity of weather (e.g., floods or hurricanes), wildfires, sea level rise and extreme temperatures. For example, many climate models indicate that global warming is likely to result in rising sea levels and increased frequency and severity of weather events, which may lead to higher insurance costs, or a decrease in available coverage, for investments in areas subject to severe weather. These climate-related changes could damage investments' physical infrastructure, especially operations located in low-lying areas near coasts and river banks, and facilities situated in hurricane-prone and rain-susceptible regions.

Moreover, if the evidence supporting climate change continues to grow, various governmental regulatory agencies may enact more restrictive environmental regulations. Various laws and regulations exist or are under development that seek to regulate the emission of "greenhouse" gasses ("GHGs") such as methane and CO<sub>2</sub>, including the U.S. Environmental Protection Agency programs to control GHG emissions and state actions to develop statewide or regional programs. Proposed approaches to further regulate GHG emissions include establishing GHG "cap and trade" programs, increased efficiency standards and incentives or mandates for pollution reduction, use of renewable energy sources or use of alternative fuels with lower carbon content. Adoption of any such laws or regulations could increase investments' costs to operate and maintain facilities and could require the installation of new emission controls, acquire allowances for GHG emissions, tax payments related to GHG emissions and administration and management of a GHG emissions program. These more restrictive regulations could materially impact the revenues and expenses of the relevant investments, any of which could have a material adverse effect on a Client.

As a result of these physical impacts from climate-related events, a Client may be vulnerable to the following: risks of property damage to a Client's investments; indirect financial and operational impacts from disruptions to the operations of a Client's investments arising from severe weather or other unforeseen climate-related events; increased insurance premiums and deductibles or a decrease in the availability of coverage for investments in areas subject to severe weather;

decreased net migration to areas in which investments are located, resulting in lower than expected demand for the products and services of the investments; increased insurance claims and liabilities; increased energy cost impacting operational returns; changes in the availability or quality of water or other natural resources on which the business depends; decreased consumer demand for consumer products or services resulting from physical changes associated with climate change (e.g., warmer temperature or decreasing shoreline could reduce demand for residential and commercial properties previously viewed as desirable); incorrect long-term valuation of an investment due to changing conditions not previously anticipated at the time of the investment; and economic disturbances arising from the foregoing.

**General Risks of Investments Outside of More Developed Economies.** Although the Registrant expects to focus its investment activities in North America and Europe, the Registrant also makes investments in less developed or developing countries, including in emerging markets such as China, India, Brazil, countries located in emerging Europe or other countries. Investments outside of more developed countries involve certain factors not typically associated with investing in those countries, including risks relating to: (i) differences arising from less developed securities markets, including potential price volatility in, and relative illiquidity of, some such securities markets; (ii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements; (iii) less government supervision and regulation in some countries, which result in lower-quality information being available, less developed compliance culture and less developed corporate laws regarding fiduciary duties and the protection of investors, less developed or tested bankruptcy laws and difficulty in enforcing contractual obligations; (iv) certain economic and political risks, including potential economic, political or social instability, exchange control regulations, restrictions or limitations on foreign investment, including the structuring of investments, and repatriation of capital (possibly requiring government approval), expropriation or confiscatory taxation and higher rates of inflation and reliance on a more limited number of commodity inputs, service providers and/or distribution mechanisms; (v) potentially material and unpredictable governmental influence on the national and local economies; (vi) risks associated with differing cultural expectations and norms regarding business practices; (vii) fewer or less attractive financing and structuring alternatives and exit strategies; and (viii) the possible imposition of local taxes on income and gains recognized with respect to investments.

In emerging markets, any regulatory supervision that is in place may be subject to manipulation or control. Some emerging market countries do not have mature legal systems comparable to those of more developed countries. Moreover, the process of legal and regulatory reform may not be proceeding at the same pace as market developments, which could result in investment risk, including in relation to enforcement. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements or authorities. In certain cases, the laws and regulations governing investments in securities do not exist or are subject to inconsistent or arbitrary application or interpretation. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. The Registrant may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in non-U.S. courts. There can be no assurance that adverse developments with respect to such risks

will not adversely affect the securities or assets of the Clients that are held, directly or indirectly, in certain countries.

**Provision of Managerial Assistance.** Clients may obtain rights to participate substantially in and to influence substantially the conduct of the management of the issuers in which the Registrant invests on their behalf. The Registrant from time to time designates directors (and non-executive chairmen) to serve on the boards of directors of issuers. The designation of directors and other measures contemplated could expose the assets of such Clients to claims by an issuer, its security holders and its creditors and create additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability which the limited liability characteristic of business operations usually ignores. If these liabilities were to occur, such Clients could suffer losses in its investments. While the Registrant intends to manage the Clients in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

**Rights Offerings.** A Client may be granted the option to participate in and/or to back-stop a rights offering, including, without limitation, in connection with a restructuring or other similar activities. If a Client elects not to fully exercise its subscription rights, a Client will generally, at the completion of the rights offering, own a smaller proportional interest in the company than would otherwise be the case had a Client fully exercised its subscription rights. Moreover, the market price of the common stock or other equity securities that a Client holds may also decline if and after a Client elects to exercise its subscription rights. If that occurs, a Client may have committed to buy shares of the common stock in the rights offering at a price greater than the prevailing market price, and could have an immediate unrealized loss. There is no assurance that, following the exercise of any subscription rights, a Client will be able to sell its common stock at a price equal to or greater than the subscription price. Until shares are delivered upon expiration of the rights offering, a Client will not be able to sell the shares of the common stock that was purchased in the rights offering.

**Control Investments.** Control investments bear the risk of liability for environmental damage, product defect, failure to supervise management, violation of governmental regulations and other types of liability, in which the limited liability characteristic of business operations may be ignored. When disposing of these investments, the Clients may be required to make representations and warranties about the business and financial affairs of the investments typical of those made in connection with the sale of any business, or may be responsible for the contents of disclosure documents under applicable securities law. The Clients may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations and warranties or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which will be borne by the Clients.

As a result of the AIFM Directive a Client may be subject to regulatory filing and notification obligations and may be bound by restrictions where it takes “control” (generally 30% or more of the equity or voting capital of listed companies in the EEA or 50% of the voting capital of unlisted companies in the EEA) and notification requirements where it takes a major holding (10% or more) of a company registered in the EEA. The intention of the restrictions is to prevent an acquiring Client from using the inherited capital and reserves of a EEA target company to fund the cost of the acquisition, or to provide short-term profits. The AIFM Directive, therefore, imposes

restrictions on distributions, capital reductions, share redemptions or repurchase of company shares by companies “controlled” by a Client during the first two years of such Client’s ownership. These obligations and restrictions may increase operational costs for such Client.

**Valuation.** The Registrant is responsible for valuing the assets of certain Clients. Such valuation will affect reported Client management and performance-based fees received by the Registrant, as well as reported performance metrics such as rates of return and multiples on invested capital, which calculations depend on the valuation of Client assets. Although the Registrant will be performing its valuation of Client assets pursuant to its Valuation Policy, which generally involves current market price information, there will be investments as to which current or reliable market price information is unavailable, in which event the Registrant has discretion in determining the appropriate means of valuation. For investments for which current or reliable market price information is unavailable, valuation involves uncertainties and judgmental determinations and are subject to the risk that the information utilized to value assets or to create price models is incomplete, inaccurate or subject to other error. There can be no assurance that the value assigned to an investment at a certain time will equal the value that such Clients are ultimately able to realize, or that would be realized upon an immediate disposition of the investment. In the event of a cross trade, the price paid by the applicable Client in connection with such trade will be based on the fair value of the applicable securities or obligations as determined by the Registrant in accordance with its then-current Cross Trade Policy.

**Large Investor.** A Client may receive commitments from a small number of investors (and affiliates thereof or vehicles sponsored by such investors) which may account for a substantial proportion of the aggregate commitments of such Client. This may significantly affect the ability of other investors to influence the activities and governance of a Client, including, without limitation, amendments to a Client’s constituent documents.

**Segregation of Liability; Cross-Collateralization.** From time to time, Clients participate in investments alongside one or more other Clients through aggregating vehicles. Certain of these aggregating vehicles could hold investments in which Clients do not have an economic interest. Since such aggregating vehicles generally do not provide for segregated liability between investments or groups of investments, to the extent the foregoing occurs, it is possible that a Client could become subject to liabilities that are associated with investments in which such Client does not hold an interest. In addition, certain of such aggregating vehicles may employ leverage that is recourse to all of the assets of such aggregating vehicles. In these circumstances, it is possible that, as a result of such “cross-collateralization,” a Client’s investments will be subject to foreclosure due to a default under a credit facility of which such Client’s investments are not utilizing or an impairment in another investment in which such Client does not hold an interest.

## *B. Business Risks*

**Reliance on Certain Professionals.** The performance of Clients’ investments is significantly dependent upon the expertise of the professionals of the Registrant, and any future unavailability of their services could have an adverse impact on Clients’ performance. The senior principals of the Registrant will devote as much of their time to the activities of Clients as they deem necessary and appropriate. The Registrant and its related persons are (subject to legal and fiduciary obligations) not restricted from forming (or allocating investment opportunities to) other Clients,

entering into other investment advisory relationships, engaging in other business activities, or making personal investments, in each case even where such activities are in competition with existing Clients and/or involve substantial time and resources of the Registrant and its related persons. These activities could be viewed as creating a conflict of interest in that the time and effort of the Registrant and its related persons will not be devoted exclusively to the business of any one Client but will be allocated among all Clients as well as such other business activities or personal investment portfolios, particularly when such businesses are active or when the markets are volatile. In addition, there is no assurance that as the Registrant's assets under management increase, the number of investment professionals and the degree of infrastructure support available to manage those assets will increase accordingly. In addition, the Registrant can offer no assurance that any such investment professionals will contribute effectively to its business or to the work of the Registrant. Further, the termination of employment of any one professional or a team of professionals from the Registrant may have a material adverse effect on the Registrant or one or more Clients. Any failure to manage the Registrant's future growth effectively could have a material adverse effect on its business, financial condition and results of operations. There is no assurance that the activities of the professionals of the Registrant will be adequate or without mistakes. For example, there is no assurance that the due diligence conducted by the investment professionals of the Registrant will reveal all matters and issues, material or otherwise, relating to prospective investments.

**Reliance on the Registrant.** Certain Clients' investments are structured on terms negotiated by the Registrant. If the Registrant resigns or otherwise no longer serves as the adviser of a Client, such Client's investments may be terminated or may otherwise no longer be available to such Client, which may have an adverse impact on such Client's investment performance. Moreover, subjective decisions made by the Registrant can cause one or more Clients to incur losses or to miss profit opportunities.

**CFIUS & Other National Security Regulatory Considerations.** The composition of a Client's investors may present legal issues for a Client's investment in certain types of target companies in the United States and potentially other countries, including issues under the law and regulations related to the U.S. interagency Committee on Foreign Investment in the United States ("CFIUS"). Such issues may prevent a Client from making certain acquisitions or investments; may delay and increase the costs associated with certain acquisitions and investments; may limit the ability of a Client to receive information concerning certain investments in which a Client has invested; and may prevent an investor of a Client from co-investing in certain target companies or limit the information it may receive concerning certain Client investments. There can be no assurance that a Client will be successful in pursuing particular acquisitions or investments.

**Potential Regulatory Enforcement Actions.** There can be no assurance that the Registrant or any of its affiliates will not be subject to regulatory examination and possibly enforcement actions. Recent SEC enforcement actions and settlements involving U.S.-based private fund advisers have involved a number of issues. If the SEC or any other governmental authority, regulatory agency or similar body takes issue with the practices of the Registrant (or any of its affiliates), it will be at risk for regulatory sanction. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against the Registrant (or any of its affiliates) was small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these

sanctions could harm the reputations of the Registrant and may adversely affect the investment performance of a Client by hindering the Registrant's ability to conduct the business of a Client.

**Business and Regulatory Risks.** The Registrant is part of a larger firm with multiple business lines in multiple jurisdictions that are governed by a multitude of legal systems and regulatory regimes, some of which are new and evolving. As a result, Clients, the Registrant and/or their respective affiliates are subject to a number of unusual risks, including changing laws and regulations, developing interpretations of such laws and regulations, judicial decisions and increased scrutiny by regulators.

For example, in connection with the maintenance of certain mortgage loans, the Registrant is subject to various laws and regulations requiring the maintenance of privacy and security of certain personally identifiable data relating to natural persons in its possession.

The Registrant and certain Clients (or investors therein) are subject to risk retention rules in connection with the issuance of, and investment in, CLOs (including Affiliated CLOs). See *EU Risk Retention and Due Diligence Regulations*.

In addition, the Registrant conducts investment activities in multiple securities markets, which are subject to comprehensive statutes, regulations and margin requirements enforced by the SEC, other federal, state and international regulators and self-regulatory organizations and exchanges. These authorities may be authorized to take extraordinary actions in the event of market emergencies. Furthermore, if the Registrant expands its business into jurisdictions that have adopted more stringent requirements than those in which it currently conducts business. In such event, the Registrant would incur significant expenses in order to comply or otherwise restrict its operations. Either approach would adversely affect the ability of the Registrant to pursue its investment strategies and the value of investments held by its Clients. To the extent such regulatory expansion occurs, it would result in scrutiny or claims against the Registrant or its Clients directly for actions taken or not taken by the Registrant or its Clients, or result in ambiguity or conflict among legal or regulatory schemes applicable to their businesses, all of which could adversely affect the investment or trading strategies pursued by such Clients or their investments or the value of such investments.

In general, as a result of the evolving regulatory environment in which the Registrant operates, its Clients and/or their respective affiliates face the continuing risk of pending and potential litigation and regulatory action. These risks are often difficult or impossible to predict, avoid or mitigate in advance. The effect of any such legal risk, litigation or regulatory action on the Registrant or its Clients or their respective affiliates could be substantial and adverse.

The COVID-19 pandemic has led to extended remote working situations for the Registrant, as well as many other similarly situated firms, and this carries attendant risks, such as technology disruptions and information security risk.

To the extent the Registrant's business operations are negatively impacted for any reason, including due to negligence or fraud from within or by third parties, industry, economic or global issues, or any other factors, Clients would be adversely affected, in some cases materially.

**Environmental, Social and Governance Considerations.** The regulatory regimes applicable to environmental, social and governmental (“**ESG**”) standards within the European Economic Area (including the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the “**SFDR**”) are evolving and are expected to be subject to substantial future changes. In December 2019, the European Parliament and the Council of the European Union approved the Regulation on the Establishment of a Framework to Facilitate Sustainable Investment, which sets forth a general framework for the development of an EU-wide classification system for environmentally sustainable economic activities, with certain provisions scheduled to take effect in 2021 and 2022, including SFDR, which took effect on March 10, 2021. There is a risk that a significant reorientation in the market could be adverse to the Registrant’s investment businesses, at least in the short term. In this respect, the entry into force of the ESG-related regulatory regimes and further developments in regulatory expectations and best practices under such regimes, as well as any subsequent changes to the regulatory frameworks applying to ESG standards, reporting and compliance obligations, as applicable to the Registrant, the Clients or their portfolio investments, may impose additional costs and the Registrant may require additional resources to monitor, report and comply with wide ranging ESG-related requirements. Taking into account ESG factors in the investment process could result in higher ESG compliance expenses or costs or the forgoing of certain opportunities. Furthermore, there are no universally accepted ESG standards, and not all investors may agree on the appropriate ESG standards to apply in a particular situation.

**FATF.** Institutional investors of Clients that are within the scope of the EU Securitization Regulation (as defined below) should note that the EU Securitization Regulation provides for certain restrictions on third-country jurisdictions in which securitization special purpose entities (“**SSPEs**”) may be established. In particular, the EU Securitization Regulation, as enacted in the UK, provides for a restriction on the establishment of SSPEs in third countries that are listed as high-risk and non-cooperative jurisdictions by the Financial Action Task Force (“**FATF**”). The EU Securitization Regulation, as enacted in the EU, restricts the establishment of SSPEs in jurisdictions that are listed by the EU as jurisdictions that have strategic deficiencies in their regime on anti-money laundering and counter terrorist financings (“**EU AML list**”) or are non-cooperative jurisdictions for tax purposes. The EU added the Cayman Islands to its EU AML list with effect as of March 13, 2022.

**Regulatory Developments Relating to the Registrant.** Legal, tax and regulatory changes, as well as judicial decisions, could adversely affect the Registrant and its Clients, particularly those clients that are private funds. In particular, the regulatory environment relevant to private investment funds is evolving and may entail increased regulatory involvement in the Registrant’s business or result in ambiguity or conflict among legal or regulatory schemes applicable to the Registrant’s business, all of which could adversely affect the investment strategies pursued or the value of investments held by a Client.

In 2022 and early 2023, the SEC voted to propose several new rules and amendments that, if adopted, can be expected to affect the Registrant’s business and the Clients.

*Private Fund Adviser Proposal.* In February 2022, the SEC voted to propose new rules and amendments (collectively, the “**Private Fund Adviser Proposal**”) to existing rules under the



Advisers Act specifically related to registered investment advisers and their activities with respect to private funds. If any or all of the Private Fund Adviser Proposal is enacted, it is likely to have a significant impact on the Registrant's business and the Clients. In particular, the SEC has proposed (i) to limit circumstances in which an adviser can be indemnified by a private fund; (ii) to increase reporting requirements by private funds to investors concerning performance, fees and expenses; (iii) to require registered advisers to obtain an annual audit for private funds and also require such funds' auditors to notify the SEC upon the occurrence of certain material events; (iv) certain enhanced requirements, including the need to obtain a fairness opinion and make certain disclosures, in connection with adviser-led secondary transactions; (v) to prohibit advisers from engaging in certain practices, including, without limitation, charging accelerated fees for unperformed services, charging fees and expenses associated with regulatory and compliance efforts and examinations to private fund clients, and seeking reimbursement, indemnification, exculpation or otherwise limiting an adviser's liability for certain activities; and (vi) to impose limitations and new disclosure requirements regarding preferential treatment of investors in private funds in side letters or other arrangements with an adviser. As proposed, the Private Fund Adviser Proposal contemplates no "grandfathering" mechanism for existing private funds.

*Form PF Proposal.* In January 2022, the SEC voted to propose amendments to Form PF, and further amendments were proposed jointly by the SEC and the U.S. Commodities Futures Trading Commission in August 2022. These proposals would require registered investment advisers to private funds to report extensive additional information about themselves, the funds they advise, and the management, investments and operations of private fund portfolios, including numerous new current reporting requirements upon the occurrence of specified events relating to the operation of private funds.

*Cybersecurity Risk Management Proposal.* In January 2022, the SEC proposed new cybersecurity risk management rules and amendments that would require advisers to adopt and implement written cybersecurity policies and procedures, confidentially report significant cybersecurity incidents to the SEC within 48 hours of discovery, make enhanced disclosure about cybersecurity risks and incidents, and maintain related books and records.

*Dealer Registration Proposal.* In March 2022, the SEC proposed a rule that would require certain market participants, including certain hedge fund advisers and their funds, that engage in a routine pattern of buying and selling of securities (or government securities) that has the effect of providing liquidity to other market participants, to register as a "dealer" or "government securities dealer" under the U.S. Securities Exchange Act of 1934. The proposed rule would have a significant impact on advisers that engage in day trading, arbitrage strategies or otherwise regularly buy and sell roughly equivalent quantities of the same or "substantially similar" securities during a day.

*ESG Proposal.* In May 2022, the SEC proposed amendments to Form ADV which would require investment advisers, including private fund advisers, to provide additional information regarding their incorporation of environmental, social and governance ("ESG") factors in their investment strategies. The proposal seeks to categorize certain types of ESG strategies broadly and would require advisers to provide specific disclosures based on the ESG strategies they pursue.

*Reporting of Beneficial Ownership of Securities Proposal.* In February 2022, the SEC proposed substantial amendments to the reporting regime for 5%-or-greater beneficial owners of public

company securities. Among other things, the proposed amendments to Regulation 13D-G would accelerate the filing deadlines for beneficial ownership reports, expand the application of reporting requirements to certain derivative securities, and clarify the circumstances under which two or more persons have formed a “group” that would be subject to beneficial ownership reporting obligations.

*Adviser Outsourcing Proposal.* In October 2022, the SEC proposed a new rule and related rule amendments under the Advisers Act that would establish a new oversight framework for outsourcing by registered investment advisers. The proposal would (i) require advisers to conduct due diligence prior to engaging a “service provider” to perform a “covered function” and to periodically monitor the performance and reassess the retention of the service provider; (ii) require advisers to conduct due diligence prior to engaging a third party to perform a “recordkeeping function” (as defined below) and to periodically monitor the performance and reassess the retention of the third-party recordkeeper, as well as to obtain reasonable assurances that the third party will meet certain standards; (iii) require advisers to make and/or keep books and records related to the foregoing due diligence and monitoring requirements; and (iv) amend Form ADV to collect census-type information about advisers’ use of service providers.

*Proposal on Prohibiting Conflicts of Interest in Certain Securitizations.* In January 2023, the SEC proposed Securities Act Rule 192 to prohibit conflicts of interest in certain securitization transactions as required by Section 27B of the Securities Act of 1933 which was added as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The proposed rule would prohibit an underwriter, placement agent, initial purchaser, or sponsor of an asset-backed security (“ABS”) (including a synthetic asset-backed security), or any affiliate or subsidiary of any such entity (including managers of collateralized loan obligations or other ABS vehicle collateral managers and their affiliates), from engaging in any transaction that would involve or result in certain material conflicts of interest between the securitization participant and an investor in an ABS, subject to certain exceptions for risk-mitigating hedging activities, bona fide market-making activities and liquidity commitments.

*Safeguarding Proposal.* In February 2023, the SEC proposed to amend and redesignate the custody rule, which governs the safeguarding of client assets by investment advisers, and amend associated reporting and recordkeeping rules. The proposal would, among other things, (i) broaden existing requirements to cover all client assets (not just funds and securities), (ii) expand the definition of “custody” to include discretionary investment authority for assets, (iii) require an adviser to enter into a written agreement with and obtain certain reasonable assurances from qualified custodians, and (iv) narrow the current custody rule’s exception from the obligation to maintain client assets with a qualified custodian for certain privately offered securities and physical assets.

*Regulation S-P Proposal.* In March 2023, the SEC proposed enhancements to Regulation S-P (which relates to the privacy and protection of consumer financial information) to require registered investment advisers, among others, to notify individuals affected by certain types of data breaches that may put them at risk of harm. The proposal would (i) require registered advisers to adopt written policies and procedures for an incident response program to address unauthorized access to or use of customer information; (ii) require registered advisers to have written policies and procedures to provide timely notification to affected individuals whose sensitive customer

information was or is reasonably likely to have been accessed or used without authorization; and (iii) broaden the scope of information covered by Regulation S-P's requirements.

*Potential Impact.* The scope and timing of any final rules and amendments with respect to the foregoing proposals is unknown. If adopted, even with modifications, these rules and amendments would be expected to significantly increase compliance burdens and associated regulatory costs and operational complexity. The cost of implementing requirements relating to such proposals is expected to be substantial and may, to the extent permitted by the relevant governing documents and applicable regulations, be borne by the Registrant, the Clients and/or portfolio investments of the Clients.

**EU Risk Retention and Diligence Regulations.** The “**EU Securitization Regulation**” means (a) Regulation (EU) 2017/2402, laying down a general framework for securitization and creating a specific framework for simple, transparent and standardized securitization, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012, and incorporating any implemented or delegated regulation, technical standards and guidance related thereto, together with any implementing or delegated directive or regulation (and including the Final Draft Regulatory Technical Standards), which form part of the national law of EEA Member States (“**EEA Member States**”), together with (b) the securitization regulation enacted in the UK by virtue of the operation of the Withdrawal Act, as amended by the UK Securitization (Amendment) (EU Exit) Regulations 2019 (SI 2019/660) (including any implementing regulation, secondary legislation, technical and official guidance relating thereto), each as may be amended, replaced or supplemented from time to time.

The risk retention and due diligence requirements in the EEA and in the UK (the “**EU Risk Retention Requirements**”) exist under the EU Securitization Regulation and have been in effect in the EEA and the UK since 2011. These requirements have historically been based on the indirect approach that requires various types of UK-regulated and EEA-regulated investors, including credit institutions, authorized “alternative investment fund managers,” investment firms and insurance and reinsurance undertakings (rather than the arrangers) to satisfy themselves that certain securitization transactions they intend to invest in are compliant with the EU Risk Retention Requirements.

The EU Risk Retention Requirements and EU Securitization Regulation are referred to together in this Memorandum as the “**EU Securitization Framework**.”

The intent and effect of the EU Securitization Regulation was to consolidate the obligations of affected UK-regulated and EEA-regulated investors in relation to their due diligence and verification activities for their investment in securitization transactions and to expand the list of UK-regulated and EEA-regulated investors to which the EU Risk Retention Requirements apply to include institutions for occupational retirement, alternative investment fund managers that market alternative investment funds in the UK or EEA, investment firms and management companies of UCITS funds (or internally managed UCITS). In addition, the EU Securitization Regulation imposed a direct retention obligation on eligible risk retainers.

Among other things, the EU Securitization Framework restricts a relevant investor from having exposure to a securitization (as defined in the EU Securitization Regulation) unless (i) that investor

is able to demonstrate that it has undertaken certain due diligence in respect of various matters relating to its exposure to the securitization, the assets underlying that position and (in certain circumstances) the relevant sponsor, original lender or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitization has explicitly disclosed to the investor that it will retain, on an ongoing basis, a net economic interest of not less than 5% in respect of certain specified credit risk tranches or asset exposures. Failure to comply with the EU Securitization Framework may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. The EU Securitization Framework could have a negative impact on the price and liquidity of certain securitizations (including securities of CLOs) in the secondary market and therefore may affect a Client's ability to invest in and dispose of such securitizations (or other relevant assets).

In addition, changes to Clients' legal structure may be required as a result of the application of the EU Securitization Framework.

The EU Securitization Framework purports to make non-EU based funds that are marketed in the EU after January 1, 2019 subject directly to the EU Risk Retention Requirements. The EU Securitization Framework also contains restrictions on such EU-regulated institutional investors being "exposed" to securitization positions that are not compliant with the EU Risk Retention Requirements. The penalties imposed under the EU Securitization Framework on an institutional investor that is not permitted to have such exposure, but is nonetheless exposed to a securitization that is not compliant with the EU Risk Retention Requirements differ depending on such investor's regulatory status and in some cases are uncertain. As such, it is expected that the Clients that themselves are an EU-regulated institutional investor will be prohibited from having exposure to CLO securities and other securitizations that are not compliant with the EU Risk Retention Requirements.

**US Risk Retention Rules.** In the U.S., the risk retention rules were in effect for CLOs for a limited time only, as on February 9, 2018, the Court of Appeals of the DC Circuit held that the federal regulators responsible for such rules did not have the authority to require "open-market" CLO managers to comply with the risk retention rules in the U.S. The period for appealing this judgment has lapsed. If an Affiliated CLO does not or cannot qualify as an "open-market" CLO, then the Registrant and/or an affiliate thereof or other qualified sponsor, which may include an Affiliated Fund, will be required to comply with the U.S. risk retention rules with respect to such Affiliated CLO. One of the Registrant's Clients seeks to comply with the US risk retention rules and the EU risk retention rules by establishing itself as the "originator" and retention interest holder of the Client's underlying Affiliated CLOs.

**Japanese Risk Retention Rules.** On March 15, 2019, the Japanese Financial Services Agency ("JFSA") published risk retention rules that came into effect on March 31, 2019 and that focus on the capital regulation of certain Japanese entities that seek to invest in securitizations, such as CLOs. The Japanese risk retention rules require affected Japanese investors to apply higher risk weighting to securitization exposures they hold unless the applicable "originator" commits to hold a "securitization exposure" of at least 5% of the total underlying assets in the securitization transaction or such investors determine that the original assets collateralizing the securitization transaction were not inappropriately formed. At this point, there are several unresolved questions

relating to the Japanese risk retention rules and little guidance on many aspects of the rules and the onus is on such investors to increase their due diligence of the assets underlying securitizations and some aspects of the securitizations themselves.

**Certain Tax Considerations.** The tax considerations of Clients and their investors are complex. Legal, tax and regulatory changes could occur during the term of a Client, which may adversely affect such Client. The investment decisions of the Registrant will be based primarily upon economic, not tax, considerations, and could result, from time to time, in adverse tax consequences to some or all Clients or investors. Interest payments on investments in certain jurisdictions may be subject to withholding taxes and, in some cases, such withholding taxes may be greater than if such investments were held directly by the investors. The Registrant may structure certain of its investment activities on behalf of Clients in a manner as to avoid the attribution of loan origination activities to such Clients. However, the Registrant cannot be assured that the Internal Revenue Service (“IRS”) will share such view, or that those Clients will not be deemed to be engaged in the conduct of a U.S. trade or business. Under such circumstances, some or all of the income to such Clients could be considered to be effectively connected with the conduct of such trade or business, with result that such investments may result in substantial tax liabilities for certain Clients and/or investors. This risk may be present where, for example, the Registrant buys a newly originated asset in the secondary market (whether via a cross trade or from a third party) but is deemed to have participated in the origination, or where a Client is involved in the restructuring of a private loan investment.

“**FATCA**” shall mean one or more of the following as the context requires: Sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes. Under FATCA, Clients are required to comply with an agreement with the IRS or another taxing authority, pursuant to which they will be required to identify and report on certain direct and indirect owners or investors. An investor in a Client could be required to provide to such Client information which identifies its direct and indirect ownership. Any such information provided to a Client may be shared with the IRS or another taxing authority. Investors are deemed to have given their consent to the disclosure of information and agree to provide such other information as is necessary for Clients to comply with these new reporting requirements under FATCA, and such Clients will take such action as they consider necessary to ensure that any such withholding tax is economically borne by the relevant investor whose failure to provide the necessary information gave rise to the withholding tax. A Client can redeem an investor’s interests or take certain other actions to mitigate the consequences of an investor’s failure to comply with the requirements described above. Prospective Clients and their prospective investors are urged to consult their own tax advisors with respect to the new withholding and reporting regime imposed by FATCA.

**Systems Risks and Cybersecurity Risks.** Clients depend on the Registrant to develop and implement appropriate systems for their activities. The Registrant relies heavily on computer programs and systems (and will rely on new systems and technology in the future) to perform necessary business functions and for various purposes in connection with its activities on behalf

of its Clients, including, without limitation, to trade, clear and settle transactions, to evaluate certain financial instruments, to monitor its portfolio and net capital, and to generate risk management and other reports that are critical to oversight of such Clients' activities. Certain of the Registrant's and its Clients' activities will be dependent upon systems operated by third parties, including prime brokers, market counterparties and other service providers, and the Registrant will not be in a position to verify the risks or reliability of such third-party systems. The failure, corruption or breach of one or more systems (including as a result of the occurrence of a disaster such as a cyber-attack, unauthorized access, such as physical and electronic break-ins, unauthorized tampering or unauthorized access to sensitive information (including, without limitation, to information regarding Clients and their investment activities), rendering data systems unusable, a natural catastrophe, an industrial accident, a terrorist attack or war, events unanticipated in the Registrant's disaster recovery systems, or a support failure from external providers) or the inability of such systems to satisfy a Client's needs, including, without limitation, the execution of orders, could result in significant losses and have a material adverse effect on the Registrant's ability to conduct business and on its operations and financial condition, particularly if those events affect the Registrant's computer-based data processing, transmission, storage and retrieval systems or destroy the Registrant's data. If a significant number of the Registrant's personnel were to be unable to access its systems in the event of a disaster, the Registrant's ability to effectively conduct its business could be severely compromised. In addition, there are increased risks relating to the Registrant's reliance on its computer programs and systems if the Registrant's personnel are required to work remotely for extended periods of time as a result of events such as the outbreak of infectious disease or other adverse public health developments or natural disasters, including an increased risk of cyber-attacks and unauthorized access to the Registrant's computer systems. The above considerations also apply to the portfolio companies in which the Registrant invests on behalf of Clients and other counterparties with which the Registrant and Clients conduct investment activities.

The Registrant depends heavily upon computer systems to perform necessary business functions. Like other companies, the Registrant is at risk of threats to its data and systems, including through malware and computer virus attacks, unauthorized access, system failures and disruptions. Third parties attempt to fraudulently induce employees, Clients, third-party service providers or other users of the Registrant's systems to disclose sensitive information in order to gain access to Registrant's data or that of its Clients. In addition, sensitive information can be compromised due to Employee conduct, which includes mistakes, carelessness or fraud. If one or more of these events occurs, it could potentially jeopardize the confidential, proprietary and other information processed and stored in, and transmitted through, the Registrant's computer systems and networks, which could lead to or cause (i) losses of sensitive information or capabilities essential to the Registrant's operations, (ii) the disclosure of investors' personal information and/or (iii) interruptions or malfunctions in the Registrant's or its Clients' operations, which could all result in damage to their reputation, financial losses, potential liability, litigation, remedial actions, loss of business, increased costs, regulatory penalties and/or customer dissatisfaction or loss and could have a material effect on the Registrant or its Clients. Any such breach could expose the Registrant and its Clients to civil liability as well as regulatory inquiry and/or action. Investors could also be exposed to losses resulting from unauthorized use or dissemination of their personal information. In any such instance, the Registrant will determine, in its discretion, whether any breach has resulted in an information security incident and whether such incident requires disclosure to

regulators, governments and/or investors. In some cases, determinations will need to be made in the absence of certainty around all facts. Certain jurisdictions mandate prescriptive notice in the event of certain loss of or threat to personal information. Any statutory or contractual restrictions or mandates may limit the Registrant's ability to undertake breach mitigation and remediation steps in the manner that the Registrant would otherwise consider optimal.

Cybersecurity attacks are evolving and include, but are not limited to, malicious software, attempts to gain unauthorized access to data and other electronic security breaches that could lead to disruptions in critical systems, unauthorized release of confidential or otherwise protected information and corruption of data. The Registrant's controls and procedures, business continuity systems and data security systems could prove to be inadequate. These problems can arise in the Registrant's internally developed systems and the systems, policies, and procedures of third-party service providers. In addition, there are increased risks relating to the Registrant's and affiliated service provider's reliance on their computer programs and systems when their personnel are required to work remotely for extended periods of time, such as in connection with events such as the outbreak of infectious disease or other adverse public health developments or natural disasters, including an increased risk of cyber-attacks and unauthorized access to their computer systems, including prime brokers, administrators, market counterparties and other service providers.

**Privacy and Data Protection.** The Registrant, its affiliates and/or its Clients are, or may in the future become, subject, directly or indirectly, to privacy, security, and data protection laws and regulations which, among other things, require enhanced levels of cybersecurity and impose obligations on the collection, creation, handling, and disclosure of certain data and communications, including data relating to natural persons (collectively, the "**Data Protection Laws**"). For example, in the U.S., Regulation S-P, adopted by the SEC pursuant to the Gramm-Leach-Bliley Act of 1999, imposes certain obligations with respect to the privacy of natural person clients. In Europe, the General Data Protection Regulation (Regulation (EU) 2016/679) has a direct effect in all member states of the EEA and extraterritorial effect in some cases, and has been retained in similar form in the UK pursuant to the Withdrawal Act and legislation thereunder (each as amended from time to time) (together, "**GDPR**"). The GDPR sets out rules to protect natural persons in relation to the processing of personal data. Entities that breach the GDPR can be fined up to the higher of €20 million or 4% of total worldwide annual turnover. Other Data Protection Laws, including some with similarities to the GDPR, such as the Cayman Islands Data Protection Act, 2017 and the California Consumer Privacy Act and related regulations, apply in jurisdictions where Registrant does business.

Applicable Data Protection Laws are increasing in volume and complexity, and efforts to address them may divert the Registrant's and its affiliates' time and effort and entail substantial expense. Any failure to comply with applicable Data Protection Laws could result in negative publicity and may subject the Registrant, its affiliates and/or its Clients to significant costs associated with remediation actions, litigation, settlements, regulatory action, fines, judgments, liabilities and other penalties, for which the Registrant, its affiliates and/or its Clients may not have insurance coverage. In addition, changes to and/or expansion of applicable Data Protection Laws could adversely affect the business operations of the Registrant, its affiliates and/or its Clients.

If Registrant, its affiliates and/or its Clients experiences a data breach or other security incident — such as one that renders data or systems inaccessible or exposes Client data to authorized parties — the Registrant, its affiliates and/or its Clients may suffer significant disruption, reputational harm and loss of business, even if the event did not result from their violation of any Data Protection Laws. The risk of such an event taking place may increase due to factors such as increased quantity and sophistication of malicious parties, the proliferation of hacking tools that require decreased sophistication to use, changes to our systems and processes for handling data, vulnerabilities introduced by suppliers, and human error.

As public interest in privacy increases, similar negative outcomes could result from publicity regarding Registrant's or its affiliates' use of particular forms of technology or data, even if such use complies with Data Protection Laws.

Registrant may be subject to similar risks due to internal bad actors or issues at third-parties with whom Registrant interacts or does business.

**Investor Due Diligence.** Due in part to the fact that prospective investors of a Client may ask different questions and request different information, the Registrant may provide certain information to one or more prospective investors that it does not provide to all prospective investors of such Client. Answers and additional information provided in response to such questions may be limited, incomplete, or depend upon a specific context. None of such answers or additional information provided is or will be integrated into any offering document of such Client, and no prospective investor may rely on any such answers or information in making its decision to invest in such Client.

**Joint and Several Obligations.** The Registrant and/or its affiliates may cause a Client or co-investment vehicle and/or any issuer to incur (or commit to incur) liabilities on a joint and several or cross-collateralized basis (including, without limitation, in relation to the grant of security, provision of a guarantee or indemnity or otherwise and/or with respect to the incurrence of any fees, costs and expenses of a Client) across, or otherwise provide direct or indirect credit support to or for the benefit of, any one or more of the foregoing, in each case, to facilitate or carry out any activity permitted under a Client's constituent documents. In each such case, the Registrant and/or its affiliates will, in good faith, seek to allocate (or reallocate) the related repayment obligations and other related liabilities among the foregoing (to the extent applicable).

**Reliance on Proprietary Systems and Technology.** The Registrant expects to leverage certain proprietary systems, databases and technology in evaluating potential investments for Clients and in the operations of the Registrant's business, including, without limitation, Pulse (the Registrant's proprietary corporate credit analytics platform) and the Registrant's proprietary CLO analytics platform (collectively, the "**Proprietary Systems**"). While the Registrant believes that the Proprietary Systems can enhance its investment and operational process, the use of the Proprietary Systems also exposes a Client to certain risks. Some Proprietary Systems rely in part on data that is supplied by external sources, and the Registrant will not always be in a position to verify the risks or reliability of such third-party supplied data (and such third-party data may contain errors). Additionally, the Proprietary Systems have not been independently evaluated or tested and, as such, may contain coding or other errors and may be less reliable or accurate than systems or technology provided by a third-party vendor. Furthermore, any competitive advantage provided



by the Proprietary Systems, including in identifying and evaluating prospective investments, is subjective and difficult to quantify. It is possible that some of the Registrant's competitors have similar systems and technology or systems and technology that may be superior to the Proprietary Systems. No technology or system, including the Proprietary Systems, can ensure that a Client will identify profitable investments or avoid incurring substantial losses and the Registrant anticipates that certain Client investments will incur losses notwithstanding the use of the Proprietary Systems. See also *Systems Risks and Cybersecurity Risks*.

**Electronic Communications.** The Registrant will provide to each Client (or investor therein) the Registrant's Form ADV Part 2A and Part 2B and the statements, reports and other communications relating to such Client (or investor therein) and/or the Registrant and/or its affiliates, in electronic form such as email or via a password protected website ("**Electronic Communications**"). Electronic Communications may be modified, corrupted or contain viruses or malicious code, and will not always be compatible with a Client's electronic system. In addition, reliance on Electronic Communications involves the risk of inaccessibility, power outages or slowdowns for a variety of reasons. These periods of inaccessibility may delay or prevent receipt of reports or other information by a Client (or investor therein).

**Investing on Behalf of Multiple Clients.** The Registrant invests on behalf of multiple Clients. As a result, the Registrant from time to time effects transactions for one Client that differ from the transactions effected for another Client with respect to the same issuer, potentially at different times and on different terms. Where the Registrant invests on behalf of multiple Clients in the same debt or equity security or other debt obligation, in some cases one Client will not be able to sell its position in that security or obligation at a time that is expected be the most advantageous to that Client to do so, as the investment is managed by the Registrant not only on behalf of such Client, but on behalf of all of the Clients on whose behalf the Registrant manages such investment. The Registrant also trades in certain debt or equity securities or other debt instruments of a particular issuer for one Client while investing in a different part of the same issuer's capital structure, or in different tranches of debt for another Client, and, in either case, potentially at different times and at different terms. This creates a potential conflicts of interest, for example, because in the context of financial stress or distress of the issuer, or the restructuring or reorganization of the issuer, the Registrant will pursue actions for one or more Clients that will have an adverse effect on another Client. In CLO investments, conflicts of interest arise where one Client invests in the equity tranche of a CLO while another Client invests in the debt tranche of the same CLO, and holders of the equity tranche exercise a refinance or call right in the CLO without regard to any adverse effect on Clients that are holders of the debt tranche. Further, if the Registrant becomes a member of a creditors' committee in connection with certain loan positions held by Clients, it will be restricted from trading securities of the same issuer for other Clients.

In instances where conflicts of interest among multiple Clients arise, the Registrant will seek to act in a manner it reasonably believes to be equitable to all Clients involved under the circumstances. There can be no assurance that the term of or the return on a Client's investment will be equivalent to or better than the term of or the returns obtained by other Clients participating in the same issuer. There could be a loss or substantial dilution of one Client's investment, while another Client recovers all or part of amounts due to it. Similarly, the Registrant's ability to implement one or more Clients' strategies effectively will be limited to the extent that contractual

obligations entered into in respect of the activities of another Client impose restrictions. When the Registrant trades on behalf of one Client ahead of, or contemporaneously with, an investment on behalf of another Client, market impact, liquidity constraints, or other factors could result in one Client receiving less favorable pricing or trading results, paying higher transaction costs, or otherwise being disadvantaged. The Registrant could also pursue or enforce on behalf of one Client rights or actions with respect to a particular issuer in which another Client is invested, even though such action or inaction could materially adversely affect such other Client. The liquidation of one Client will impact other Clients, for example, if the liquidating Client liquidates a position that other Clients continue to hold, particularly if the sale takes the Registrant's aggregate Clients' holdings from a majority position to a minority position, or below another control or influential position level. Also, the investment or regulatory limitations of a Client may impact the way the Registrant manages certain investments for other Clients. In addition, in certain cases, an investor in a commingled fund Client may have specific investment limitations which may impact the Registrant's investment decisions for such Client as whole.

**Excuse/Exclusion of Investors.** In certain cases, an investor in a commingled fund Client will have specific investment limitations which will impact the Registrant's decisions for the commingled fund Client. The Registrant provides certain Clients and/or investors with consent rights over specific investments. If the veto right affects the aggregate potential capital available for such investments such that the Registrant does not believe it is appropriate to proceed with the investment, then the other Clients and investors who did not exercise a veto right would not participate in such investment opportunities. If a commingled fund Client were to participate while excluding an investor, the excuse or exclusion of it will lead to a divergence in returns between such investor and other investors. This could have an adverse effect, potentially material, on the returns of the other investors. This would lead to non *pro rata* allocations and drawdowns, and non *pro rata* ownership percentages in non-excluded investments.

**Default by Other Investors.** In a closed-end commingled Client, if an investor fails to fund its share of its capital commitment to the relevant Client when due, and the combination of capital contributions made by non-defaulting investors and borrowings by the Client are inadequate to cover the defaulted contribution, the Client could fail to meet its obligations or complete investments that would otherwise have been suitable for the Client. If the Client is subject to penalties as a consequence, the returns to all investors (including non-defaulting investors) may be materially adversely affected. The Registrant or one or more of its affiliates has the ability to draw down additional capital contributions from the non-defaulting investors (regardless of whether they are investors in the specific vehicle to which the default relates) to fund the shortfall caused by the defaulting investor(s) in amounts in excess of what such investors would have been required to fund had such defaulting investor(s) not defaulted on their capital contribution obligations.

**Originating-Focused Clients.** From time to time, the Registrant effects a cross trade involving a security or obligation that was originated by one or more Clients. In the event of such a cross trade in respect of an originated investment, the price paid by the applicable purchasing Client(s) in connection with such cross trade will be based on the then-fair market value of the applicable securities or obligations as determined by the Registrant in accordance with its then-current Cross Trade Policy, and then, as the Registrant determines to be appropriate in its discretion, will

generally be reviewed by a third-party valuation consultant and confirmed to be reasonable. In addition, the price paid for any such cross trade in respect of an originated investment, as the Registrant determines to be appropriate in its discretion, may be approved or disapproved by an independent client representative or similar person appointed to act on behalf of the applicable Client(s).

The Registrant will face a conflict of interest in the valuation of any securities or obligations that will be subject to such cross trade, where the management fee or performance-based fee terms in the selling Client(s) are preferential to the management fee or performance-based fee terms in the governing documents of the purchasing Client(s), or vice versa. In addition, a heightened conflict of interest exists in circumstances where a Client's investment strategy is or includes originating securities or obligations and then selling such securities or obligations primarily to other Clients (as well as third-party purchasers) (such Client, an **"Originating-Focused Client"**), and, accordingly, such Originating-Focused Client (and its investment strategy) will, at least in part, be dependent on the existence and ability of other Clients (or third-party purchasers) to purchase such securities or obligations from such Originating-Focused Client. The Registrant will be incentivized to sell a security or obligation originated by an Originating-Focused Client to other Clients at a price that is no less than the fair market value at the time of origination.

Certain investors of a Client (such as investors in the "onshore feeder" of such Client) purchasing in such a cross trade would, from an economic and tax perspective, have preferred to participate directly in such security or obligation alongside such other Clients that originated such security or obligation, but for administrative, tax and/or other considerations as determined by the Registrant in its discretion (including tax considerations applicable only to the non-U.S. investors of such Client), such investors purchased such security or obligation from the originating Clients. By purchasing such security or obligation from the originating Clients, such Client would be unable to obtain the benefit of certain origination and/or other fees and/or compensation that would have been paid to the originating Clients in connection with the origination of such security or obligation. In addition, a Client can originate a security or obligation alongside one or more other originating Clients and then subsequently purchase additional amounts of such security or obligation from one or more other Clients, including from Originating-Focused Clients. In such cases, such Client would have preferred to have initially originated a larger position of such security or obligation since such Client will not receive any origination and/or other fees and/or compensation in connection with any portion of such security or obligation that is purchased from the other originating Clients (including the Originating-Focused Clients). In addition, it is likely that such Client will purchase such security or obligation at a higher price than such Client would have paid as of the initial origination of such security or obligation. Finally, where it manages Originating-Focused Clients, the Registrant will face a conflict of interest and have an incentive (i) to allocate an Originated Focused Client its full amount of an originated security or obligation (even if a portion of such amount could subsequently be sold to another Client that also participated in the initial origination of such security or obligation), rather than initially allocate a larger portion of such security or obligation to such other Client, and (ii) to cause a Client that originated a security or obligation alongside an Originating-Focused Client to subsequently purchase an additional amount of such security or obligation from such Originating-Focused Client rather than purchase a similar security or obligation (or even a better priced security or obligation) from a third-party seller in order to allow such Originated-Focused Client to sell its originated position.

Nonetheless, the Registrant will not recommend such cross trade if the Registrant determines that such transactions are not in the best interest of all the relevant Clients at the time that the transaction is contemplated or if such transactions are not approved by an applicable Client's advisory board or equivalent. During the time that the investment is held solely by the originating Client, such Client assumes all downside risk, costs and expenses associated with such investment, including the risk that the investment will default and will result in a loss of invested capital, as well as the risk that such cross trade will not be effected in the timeframe contemplated. Origination expenses incurred in connection with positions allocated to Originating-Focused Clients are generally expected to be borne by the Clients that participated at the time of origination.

This strategy incentivizes the Registrant to effect such cross trades at a price that is no less than the fair market value at the time of origination. In addition, the Registrant will be able to influence the decision by the borrower of how to allocate origination benefits between origination fees, which are typically retained by the originating buyer, and original issue discounts, which typically travel to any new buyers. The Registrant will be incentivized to maximize origination fees in order to ensure a profit to the originating Client. Nonetheless, the origination trades and any subsequent cross trades are conducted at the fair market value at the time of the trade. See in *Brokerage Practices – B. Cross Trades*.

**Related Clients.** In certain cases, the Registrant invests on behalf of one Client in a manner that is similar (or in some cases, substantially similar) to the investment programs of certain other Clients (such Clients, the “**Related Clients**”). As such, Related Clients co-invest with, or at times, invest on a side-by-side basis with, one another. However, there are, or could be, differences among the Related Clients with respect to investment objectives, investment strategies, investment parameters and restrictions, hedging strategies, portfolio management personnel, tax considerations, liquidity considerations, legal and/or regulatory considerations, asset levels, timing and size of investor capital contributions and redemptions or withdrawals, cash flow considerations, market conditions, considerations related to existing exposures to an issuer or security and other considerations deemed relevant by the Registrant and its affiliates, or other factors as permitted under the Trade Allocation Policies and Procedures which, as applicable, will cause variation among the investment portfolios of the Related Clients and in the allocation of investment opportunities among the Related Clients. In addition, certain investments (e.g., odd lots, investments with limited capacity and/or stub pieces) may not be feasible to allocate to one or more Related Clients.

Given the foregoing, there are circumstances where (i) only some of the Related Clients participate in parallel investment transactions; (ii) the level of participation by Related Clients in parallel investment transactions is not on a *pro rata* basis; (iii) the terms of parallel investment transactions vary between and among Related Clients; (iv) Related Clients effectively engage in opposite transactions with respect to a particular investment (e.g., one Related Client buys an investment and another sells the same investment and/or one Related Client takes a “long” position in an investment and another takes a “short position” with respect to the same investment); and/or (v) investment transactions between and among Related Clients vary in other respects. Such non-parallel and/or non-*pro rata* investment transactions between or among Related Clients will be made at the discretion of the Registrant including, without limitation, when deemed: (1) appropriate because of the differences between the Related Clients involved (or the terms

applicable to such Related Clients) and/or (2) otherwise to be in the interests of the Related Clients involved. In addition, there are circumstances where Related Clients participate in the same investment, but one Related Client does not enter into certain hedging transactions entered into by another with respect to such investment.

In addition, Related Clients are, or could be, subject to terms that differ from one another, which include, without limitation, terms relating to fee reductions, expenses, portfolio transparency and/or liquidity. For example, one or more Related Clients can receive more detailed portfolio information or information on a more frequent basis and/or have rights to make additional subscriptions or contributions and/or have more favorable liquidity rights (such as a right to redeem or withdraw and/or a right to redeem or withdraw with shorter prior notice periods and/or with more frequency), in each case, than another Related Client. Any such different and/or preferential terms could have an adverse impact on a Client's investments and/or the value of its interests.

**Material Non-Public Information.** From time to time, the Registrant receives material non-public information. From time to time, members of the Registrant's investment team serve as officers, directors, advisors or in comparable management functions for portfolio companies in which a Client invests, and can obtain material non-public information in connection therewith, or in connection with a Client's other activities in the financial markets or otherwise, and notwithstanding procedural safeguards including, without limitation, restricted securities lists, personnel of the Registrant may acquire confidential or material, non-public information that would limit the ability of a Client to buy and sell certain of its investments. A Client's investment flexibility may be constrained due to the inability of the Registrant to use such information for investment purposes. The Registrant generally operates without permanent information barriers to separate persons who make investment decisions from others who might possess material non-public information that could influence such decisions. In an effort to manage possible risks arising from the Registrant's decision not to implement such screens, the Registrant maintains a list of restricted securities with respect to which the Registrant has access to material non-public information or in which Clients are otherwise restricted from trading. The Registrant's ability to implement one or more Clients' strategies effectively is limited to the extent that trading is restricted due to material non-public information. If employees of the Registrant obtain material non-public information about an issuer, the Clients are prohibited, by law, policy or contract, for a period of time, from (i) unwinding a position in such issuer (including in the context of a liquidating Client), (ii) establishing an initial position or taking any greater position in such issuer, (iii) pursuing other investment opportunities related to such issuer, and/or (iv) engaging in negotiations or structuring discussions, any of which could impact the returns generated for such Clients. In some cases, material non-public information is obtained deliberately, in the context of specific Client investments, and the subsequent restriction on trading applies also to Clients who did not participate in such investments. For example, if the Registrant obtains material non-public information with respect to loan positions held by certain Clients, the Registrant will be restricted from trading securities of the same issuer for other Clients on the basis of such material non-public information in the absence of an information barrier.

**Information Barriers.** The Registrant has in place limited-purpose information barriers, primarily for the purpose of retaining material non-public information on one side of the information barrier

to allow for trading on the side of the barrier that possesses only publicly available information. Another purpose for maintaining an information barrier is to enable independent investment decision-making across Clients or across an issuer's capital structure where there is a conflict of interest. An information barrier is also used to enable Registrant to work with one or more potential bidders in an acquisition financing opportunity, in order to enhance the likelihood of working with the winning bidder. If an issuer is subject to an information barrier, the investment professionals on one side of the barrier will be limited in their ability to leverage the expertise of the investment professionals on the other side of the barrier with respect to such issuer. If information is inadvertently crossed over an information barrier (or no information barrier exists), the Clients may be prohibited or restricted by law, policy or contract, for a period of time, from (i) unwinding a position in such issuer, (ii) establishing an initial position or taking any greater position in such issuer, (iii) pursuing other investment opportunities related to such issuer and/or (iv) engaging in negotiations or structuring discussions with respect to such issuer, any of which could impact the returns generated for the Clients. See above *Material Non-Public Information*.

**Board Participation/Conflicts of Interest.** The Registrant's partners and employees serve as directors of certain issuers. In such capacity, they owe duties to the shareholders of the issuers and persons other than the Clients. In general, such positions are important to the Registrant's investment strategy and are expected to enhance the ability of the Registrant to manage the investments. However, such positions have the effect of impairing the ability to sell the related securities when, and upon the terms, the Registrant otherwise desires, either due to material non-public information or trading restrictions. Board participation often entails receipt of material non-public information. The receipt of such information involves risks set out in *Material Non-Public Information* above. In addition, such positions place the Registrant's partners and employees in a position where they must make a decision that is more advantageous to the shareholders of the issuer than to Clients, or vice versa. Should a partner or employee of the Registrant make a decision that is more advantageous to Clients than to the shareholders of an issuer, such decision subjects the Registrant and the relevant Clients to potential claims they would not otherwise be subject to as an investor, including claims of breach of the duty of loyalty, securities claims and other director-related claims. In general and subject to the applicable Client constituent documents, the Clients will indemnify such persons and entities from such claims. The Registrant may determine to implement a limited-purpose, issuer-specific information barrier to manage such conflicts, if they arise.

In some cases, the Registrant's partners and employees serve as directors of issuers for personal reasons, unrelated to Client investments, including where Clients hold investments in different parts of the capital structure. A board position will primarily or solely impact investment and managerial decisions for the equity or preferred equity, and therefore be of less benefit or no benefit to other Clients in different parts of the capital structure. In such cases, Clients will bear the risks as described above even when there is no expected benefit to such Clients from the board position.

**Limited Partner Advisory Committees.** Certain Clients have advisory boards that consist of representatives of certain investors in such Clients. Any approval or consent given by such advisory boards tends to be binding on such Clients and all of their investors. Members of such advisory boards are also authorized to give approvals or consents required under the Advisers Act,

including in respect of conflicted transactions (including principal transactions under Section 206(3) of the Advisers Act) and consents to the “assignment” of a client’s advisory agreement under the Advisers Act.

Members of such advisory boards owe no fiduciary duty to the Client, are under no obligation to act in the best interests of the Client as a whole, and could choose to act only in the best interests of the investor with which such member is affiliated. Although the Registrant has adopted policies and procedures designed to manage conflicts among Clients, members of the advisory boards could themselves have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to their advisory boards for consideration or review.

Among other things, the possibility exists that the respective advisory boards of two or more Clients will have overlapping membership, and such overlapping membership may result in a member having a conflict of interest. For example, in a cross trade situation where the Registrant arranges for a Client to purchase an investment from or sell an investment to another Client, if an advisory board member has an interest in both Clients involved in the cross trade, such member could favor one Client over the other if such member’s interests are more aligned with the Client it favors.

As a result, if the member has an interest unrelated to a Client, it could choose not to act in the best interests of the Client that it represents. In such instances, the Registrant expects that such advisory board member will act in the best interests of the Client that it represents; however, there is no assurance that such conflicts of interest will be eliminated. Furthermore, there could arise certain instances where, notwithstanding that a Client’s governing documents could suggest that a particular transaction or conflict of interest ought to be submitted to the advisory board for its review or consent, the Registrant could instead defer to the judgment of a portfolio investment’s board of directors (or equivalent body) with respect to such transaction or conflict of interest, including, for example if such portfolio investment is publicly traded, if the Client does not control such portfolio investment or if the portfolio investment has its own conflicts committee. Additionally, it is expected that investors in Clients who designate representatives to participate on the advisory boards may, by virtue of such participation, have more information about the Client and investments in certain circumstances than other investors generally and may be provided information in advance of communication to other investors generally.

**Special Purpose Acquisition Company (“SPAC”).** A Client may invest in securities (including through “PIPEs”) of special purpose acquisition companies (“SPACs”) and/or related de-SPAC companies. A SPAC is a publicly traded company formed for the purpose of raising capital through an initial public offering to fund the acquisition, through a merger, capital stock exchange, asset acquisition or other similar business combination, of one or more operating businesses. Following the acquisition of a target company, a SPAC sometimes exercises control over the management of such target company in an effort to increase the value of such target company. Investors in a SPAC receive a return on their investment in the event that a target company acquired by such SPAC increases in value. The risks associated with an investment in a SPAC include similar risks associated with an equity investment in an operating company generally. For the avoidance of doubt, Clients will not invest in any SPAC sponsor entities.

A Client may also serve as a lender to a SPAC in connection with a SPAC’s acquisition of a target company. In such a scenario, the risks described elsewhere herein in respect of Clients’ lending

activities, including, without limitation, under “*Loan Origination*”, “*Middle Market Loans*”, “*Private Loans*”, “*Non-Performing Nature of Loans*” and “*Leveraged Loans*” would also apply.

The Registrant and/or its affiliates (including one or more partners or employees of the Registrant) (collectively, the “**OHA Affiliated Parties**”) are invested, directly and/or indirectly, in the equity and/or sponsor units/interests of one or more SPACs and hold board positions on the board of directors of one or more SPACs and/or de-SPAC companies-. In connection with such investments and/or board positions, one or more partners or employees of the Registrant provide investment, financial and/or business expertise and know-how to the management of such SPACs and de-SPAC companies. This business activity may provide investment opportunities to Clients that would not otherwise be available. For the avoidance of doubt, the Registrant does not provide investment advice to such SPACs. The Registrant does not receive compensation for such investment advisory services.

Notably, the Registrant is a strategic partner of M Klein and Company (“**M Klein**”). M Klein is a global strategic advisory firm that provides its clients a variety of advice tailored to their objectives. M Klein and/or its affiliates also sponsor various SPACs that bear the name Churchill or a related name. In its role as a strategic partner, the Registrant helps M Klein originate, diligence, assess, and execute merger, acquisition and de-SPAC opportunities. In connection with its work with M Klein, OHA Affiliated Parties invest in various Churchill-sponsored entities and SPACs, and one or more partners and/or employees of the Registrant hold a board seat on various Churchill SPACs and de-SPAC companies-.

Early SPAC investors can receive additional financial incentives upon effecting a successful business combination. The Registrant is incentivized to cause one or more Clients to participate in debt and/or equity transactions with de-SPAC companies in which the OHA Affiliated Parties hold the related SPAC sponsor units/interests and/or other equity interests, thereby creating more value for the Registrant in respect of the OHA Affiliated Parties’ investment in or with respect to such SPAC (and/or increasing the amount of fees and other income that the Registrant may receive in respect thereof), and also helping to ensure that such SPAC effectuates a successful business combination. The economic entitlements and/or proceeds associated with (or received in connection with) the sponsor units of such SPACs will not be shared with the Clients and, for the avoidance of doubt, the Clients will not invest in any SPAC sponsor entities. Because of the foregoing, the Registrant will be incentivized to cause the Clients to participate in equity and/or debt financing transactions with such de-SPAC companies. However, the Registrant, in fact, assesses each debt financing opportunity on its merits in the interest of the Clients.

SPAC-related business activity can result in the diversion of Registrant resources to such business activities and away from Client investment advisory services. If Clients invest in a SPAC in which the OHA Affiliated Parties have a business interest (e.g., if the OHA Affiliated Parties are invested in the sponsor entity of such SPAC), the OHA Affiliated Parties and the Clients could be invested in different parts of the capital structure of the same company. This poses a conflict similar to the capital structure conflict among Clients, as described in *Investing on Behalf of Multiple Clients*. For example, to the extent the OHA Affiliated Parties and one or more Clients are invested in (or otherwise engage in a transaction with) a SPAC (and/or a de-SPAC company), including in different parts of the capital structure of such SPAC (and/or such de-SPAC company), there will



be a conflict of interest with respect to any votes or other governance rights provided to the investors of the SPAC (or such de-SPAC company) to the extent that the interests of the OHA Affiliated Parties are not aligned with the interests of such Clients. Finally, as previously stated, one or more partners or employees of the Registrant serve as directors of one or more SPACs and/or de-SPAC companies. The participation in board activity entails the related risks, as set out in *Board Participation/Conflicts of Interest*. The Registrant can determine to implement a limited-purpose, issuer-specific information barrier or take other steps as it deems appropriate to manage any related conflicts, if they arise. These investments also pose the conflicts and risks set forth in the *Material Non-Public Information*, *Information Barriers* and the *Reliance on Certain Professionals* sections.

**Outsourced Services.** Consistent with what the Registrant believes to be typical industry practice, the Registrant has and is expected to continue to outsource to third parties many of the services performed for a Client and/or its portfolio companies, including services (such as administrative, legal, accounting, certain elements or portions of investment diligence and certain ongoing monitoring, tax or other related services) that could be expected to be performed in-house by the Registrant and its personnel. The fees, costs and expenses of such third-party service providers will be borne by a Client as operating expenses, even if the costs of such services had not historically been charged to Clients when performed in-house, to the extent applicable. The decision to engage a third-party service provider and the terms (including economic terms) of such engagement will be made by the Registrant in its discretion, taking into account such factors as it deems relevant under the circumstances. Certain third-party service providers and/or their employees (and/or teams thereof) could dedicate substantially all of their business time to Clients and/or their respective portfolio companies, while others could have other clients. In certain cases, third-party service providers and/or their employees (including part or full-time secondees to the Registrant) may spend some or all of their time at Registrant offices, have dedicated office space at the Registrant, have Registrant-related e-mail addresses, receive administrative support from Registrant personnel, and/or participate in meetings and events for Registrant personnel, even though they are not Registrant employees or affiliates. The Registrant will have an incentive to outsource services to third parties due to a number of factors, including because the fees, costs and expenses of such service providers will be borne, subject to a Client's governing documents, by Clients as operating expenses (with no reduction or offset to the Registrant's management fees), and retaining third parties could reduce the Registrant's internal overhead, compensation and benefits costs for employees who would otherwise perform such services in-house. The involvement of third-party service providers may present a number of risks due to the Registrant's reduced control over the functions that are outsourced. There can be no assurances that the Registrant will be able to identify, prevent or mitigate the risks of engaging third-party service providers. Clients could suffer adverse consequences from actions, errors or failures to act by such third parties, and will have obligations, including indemnity obligations, and limited recourse against them. Outsourcing may not occur uniformly for all Clients and, accordingly, certain costs could be incurred by (or allocated to) certain Clients through the use of third-party (or internal) service providers that are not incurred by (or allocated to) other Clients.

**Difficulty of Locating Suitable Investments.** There can be no assurance that there will be a sufficient number of suitable investment opportunities that the Registrant will be able to identify to enable Clients to invest in opportunities that satisfy Clients' investment objectives or that such investment opportunities will lead to completed investments by Clients. The activity of identifying,

completing and realizing an attractive investment opportunity is highly competitive and involves a high degree of uncertainty. The Registrant (on behalf of its Clients) will compete for the acquisition of investments with many other investors, some of which are substantially larger and have considerably greater financial, technical and other resources than the Registrant and its Clients. For example, some investors have a lower cost of funds and access to funding sources that are not available to the Registrant and its Clients. In addition, some investors have higher risk tolerances or different risk assessments than the Clients do, which could allow them to consider a wider variety of investments and establish more portfolio relationships than the Registrant and its Clients. Such competitors include other private investment funds and BDCs, as well as individuals, financial institutions and other institutional investors. Further, over the past several years, an ever-increasing number of private investment funds have been formed (and many existing funds have grown in size). Additional funds and/or single investor vehicles and/or separately managed accounts with similar investment objectives may be formed in the future by other unrelated parties. As a result of this competition, the Registrant (on behalf of its Clients) may not be able to take advantage of attractive investment opportunities from time to time, and there is no assurance that the Registrant will be able to identify and make investments that are consistent with its Clients' investment objectives. Furthermore, the Registrant (on behalf of its Clients) may lose investment opportunities if the Registrant does not match its competitors' pricing, terms and structure. However, to the extent the Registrant (on behalf of its Clients) does match its competitors' pricing, terms and structure, the Clients may experience decreased net investment income and increased risk of credit loss. In addition, the availability of investment opportunities generally will be subject to market conditions, as well as, in some cases, the prevailing regulatory or political climate. Therefore, identification of attractive investment opportunities is difficult and involves a high degree of uncertainty, and competition for such opportunities may become more intense.

The investments expected to be held by the Clients are highly specialized. The consistency of available and suitable investments for the Clients, both in the primary and in the secondary market, could be a risk. The lack of availability from time to time of assets for purchase by the Clients may delay their ability to achieve their target portfolio size, composition or rate of return in their projected timeframe or to make investments thereafter, both of which circumstances could materially adversely affect the Clients' returns.

Factors that may affect the Registrant's ability to source suitable investments on behalf of Clients include, among other things, the following: developments in the market for investments held by the Clients or other general market events, which may include a decline in the market for certain securities, changes in interest rates or credit spreads or other events which may adversely affect the price of securities or other obligations, whether individually or collectively; competition for investment opportunities and the inability of the Registrant (on behalf of its Clients) to acquire securities or other obligations at favorable yields (including if the Registrant and its Clients' competitors have greater access to financial, technical and marketing resources than the Registrant and its Clients, a lower cost of funds than the Registrant and its Clients, and access to funding sources that are not available to the Registrant and its Clients); the inability of the Clients to reinvest the proceeds from the sale or repayment of any of their assets in suitable target investments on a timely basis, whether at prices that the Registrant believes are appropriate or at all; and the inability of the Registrant (on behalf of its Clients) to secure debt financing or refinancing of the

Clients' portfolios on a timely basis, whether on a basis that is satisfactory to the Registrant or at all.

**Misconduct or Mistakes of Employees, Consultants and Third-Party Service Providers.** Misconduct or mistakes by employees, consultants or third-party service providers of the Registrant and/or its affiliates, could cause significant losses to the Clients. For example, trade execution can involve errors and miscommunications with brokers and counterparties, and could result in losses to the Clients. Such misconduct or mistakes include binding Clients to transactions that exceed authorized limits or present unacceptable risks, unauthorized trading activities, or concealing unsuccessful trading activities (which, in each case, result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including failing to recognize trades and misappropriating assets. In addition, if employees, consultants and third-party service providers improperly use or disclose confidential information, litigation or serious financial harm could result, including limiting Clients' business prospects or future marketing activities. In each such circumstance, the Registrant will evaluate the merits of potential claims for damage against any providers who are at fault and, to the extent practicable, will seek to recover losses from those parties. The Registrant will also evaluate the merits of a potential insurance claim. In its discretion, the Registrant can choose to forgo pursuing claims against providers on behalf of the Clients or claims under an insurance policy for any reason, including, without limitation, the cost of pursuing claims relative to the likely amount of any recovery and the maintenance of its business relationships with such providers. The Registrant does not exercise supervision over third-party service providers. Service providers are selected at the Registrant's sole discretion. The Registrant and/or its employees sometimes have other relationships with service providers. For example, a service provider or its employees can be investors or Clients of the Registrant. No assurances can be given that the Registrant will be able to identify or prevent any misconduct or mistake.

**Insurance Coverage.** Clients will be covered under the Registrant's professional liability insurance policy and will not separately maintain professional liability insurance. To the extent a claim arises relating to any of the insureds during a policy period that erodes some or all of the limits under the Registrant's policy, there will be less coverage, or potentially no coverage, available for all of the insureds under the policy for the remainder of the policy period.

**Adverse Effects of Negative Publicity.** Press coverage and other public statements that assert some form of wrongdoing, regardless of the factual basis for the assertions being made, may result in some type of investigation by regulators, legislators and law enforcement officials or in lawsuits. If the Registrant were to be subject to such press coverage or other statements, with resulting investigations or lawsuits, responding to such proceedings, regardless of the ultimate outcome of the proceeding, would be time consuming and expensive and could divert the time and effort of the Registrant's investment professionals. Adverse publicity could also have a negative impact on the Registrant's reputation and on the morale and performance of the Registrant's investment professionals, which could in turn adversely affect the performance of Clients' investments.

**Counterparty Risk.** The Registrant sometimes effects transactions where the counterparties are not regulated broker-dealers. Examples of such transactions include, without limitation, privately-sponsored transactions and private loans. The participants in such markets are typically not subject

to credit evaluation and regulatory oversight as are members of “exchange based” markets. This exposes the Clients to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Clients to suffer a loss. -Such “counterparty risk” is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where a Client has concentrated its transactions with a single or small group of counterparties. The Registrant is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. The ability of the Clients to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties’ financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Clients.

In addition, the Clients transact with counterparties located in various jurisdictions outside the U.S. Such local counterparties are subject to the insolvency laws and regulations in the local jurisdictions- that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Clients’ assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a counterparty, it is impossible to generalize about the effect of their insolvency on the Clients and their assets.

A Client may establish relationships in the future to obtain financing, derivative intermediation and prime brokerage services that permit such Client to trade in any variety of markets or asset classes over time; however, there can be no assurance that such Client will be able to establish or maintain such relationships. An inability to establish or maintain such relationships would limit such Client’s trading activities and could create losses, preclude such Client from engaging in certain transactions or obtaining financing, derivative intermediation and prime brokerage services and prevent such Client from trading at optimal rates and terms. Moreover, a disruption in the financing, derivative intermediation and prime brokerage services provided by any such relationships before a Client establishes additional relationships could have a significant impact on such Client’s business due to such Client’s reliance on such counterparties.

**Reliance on Third-Party Company Management.** The Registrant is not responsible for the day-to-day operations of each portfolio investment in which the Clients invest. The issuer’s management team have interests which at times conflict with the interests of the Clients. Although the Registrant generally intends to invest in companies operated by strong management, there can be no assurance that the existing management team of any portfolio investment, or any successor thereto, will be able to operate the issuer in accordance with the Clients’ expectations.

**Public Disclosure.** Some investors in a Client, such as public pension plans and listed investment vehicles, are subject to public disclosure requirements. The amount of information about their investments (including debt fund investments) that is required to be disclosed has increased in recent years, and that trend may continue. To the extent that disclosure of confidential information relating to a Client or its investments results from interests being held by public investors, such Client may be adversely affected. The Registrant may, in order to prevent any such potential

disclosure, withhold all or any part of the information otherwise to be provided to such public investors.

**Enhanced Scrutiny and Regulations of Private Fund Advisers.** Enhanced oversight and regulation by various governmental bodies is creating enhanced compliance risks. Many regulators, including governmental agencies and self-regulatory organizations, are empowered to conduct investigations and administrative proceedings that can result in fines, suspensions of personnel or other sanctions, including censure, the issuance of cease and desist orders or the suspension or expulsion of applicable licenses or members. Even if an investigation or proceeding did not result in a sanction against the Registrant or its Clients, or if it were small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these sanctions could harm the Registrant or the Clients' reputations, which could adversely affect the Clients' ability to obtain favorable financing or consummate potentially profitable investments. Additional global legislative and regulatory action is possible. Such risks are often difficult or impossible to predict, avoid or mitigate in advance. Any changes in the regulatory framework applicable to the Registrant or the Clients could impose additional expenses, require the attention of senior management, or result in limitations in the manner in which the investment business is conducted. Additional regulation could also increase the risk of third-party litigation. It is anticipated that, in the normal course of business, the Registrant will have contact with regulators, governmental authorities and/or could be subjected to responding to inquiries or examinations.

In February 2022, the SEC voted to propose new rules and amendments (collectively, the "**SEC Proposed Rules**") to existing rules under the Advisers Act specifically related to registered investment advisers and their activities with respect to private funds. If any or all of the SEC Proposed Rules are enacted, such rules are likely to have a significant impact on the Registrant and/or the Clients.

In particular, the SEC has proposed (a) to limit circumstances in which a fund manager can be indemnified by a private fund; (b) to increase reporting requirements by private funds to investors concerning performance, fees and expenses; (c) to require registered advisers to obtain an annual audit for private funds and also require such funds' auditors to notify the SEC upon the occurrence of certain material events; (d) certain enhanced requirements, including the need to obtain a fairness opinion and make certain disclosures, in connection with adviser-led secondary transactions (also known as GP-led secondaries); (e) to prohibit advisers from engaging in certain practices, including, without limitation, charging accelerated fees for unperformed services or fees and expenses associated with an examination to private fund clients and seeking reimbursement, indemnification, exculpation or otherwise limiting an adviser's liability for certain activities; and (f) to impose limitations and new disclosure requirements regarding preferential treatment of investors in private funds in side letters or other arrangements with an adviser. If adopted, including with modifications, such rules are likely to have a significant effect on the Registrant, the Clients and their operations, including increasing compliance burdens and associated regulatory costs, reducing the ability to receive expense or indemnification reimbursements, and enhancing the risk of regulatory action, including public regulatory sanctions and may result in a change to the Registrant's practices and create additional regulatory uncertainty. At present, the SEC Proposed Rules contemplate no "grandfathering" mechanism for existing private funds, and if the rules are adopted without any exception (or only partial exceptions) for existing funds, it is possible that the Registrant would need to re-negotiate the terms and arrangements with some or

all of its investors. If such efforts are incomplete or unsuccessful, the Registrant and/or a Client may not be able to fulfill certain contractual obligations that have been agreed to without violating such rules.

Further, if the SEC Proposed Rules are enacted as proposed, it could also significantly increase the cost of insurance, specifically Directors & Officers and Errors & Omissions insurance, or may even make such insurance coverage unavailable. The SEC Proposed Rules, if adopted, may result in material alterations to how the Registrant operates its business and/or the Clients, as well as the Registrant's implementation of the Clients' investment strategies, and there can be no assurance that such alterations will not have a material adverse effect on the Registrant, its affiliates, the Clients (or investors therein) and/or portfolio companies of the Clients. To the extent permitted under the constituent documents of a Client, the incremental costs of compliance by the Registrant, its affiliates and/or such Client with any new SEC rules may be borne by such Clients, which may be significant.

**ERISA.** Clients that constitute "plan assets" within the meaning of the plan asset regulations set forth in 29 C.F.R. Section 2510.3-101 as promulgated under the U.S. Employee Retirement Income Security Act of 1974 (as amended, "**ERISA**") (and therefore are subject to ERISA's fiduciary obligations and prohibited transaction rules) will be subject to significant investment limitations and restrictions that will not be applicable to other Clients. Additionally, due to ERISA considerations, the Registrant in some circumstances will elect not to allocate an investment opportunity in an issuer to an ERISA Client, notwithstanding that such investment opportunity might otherwise be appropriate and permissible for such ERISA Client, if, for example, other Clients are invested (or plan to invest) in a different part of such issuer's capital structure, which could result in a potential (or actual) conflict of interest for the Registrant in the event of a restructuring of such issuer, as further described under *Investing on Behalf of Multiple Clients* above.

**ERISA Controlled Group Liability.** Under ERISA, all members and/or entities of a group of commonly controlled trades or businesses would under certain circumstances be jointly and severally liable for each other's obligations in respect of any defined benefit pension plans maintained by an entity in the controlled group or to which such entity is obligated to contribute. These obligations include, without limitation, the obligation to make required pension contributions, the obligation to fund any deficit amount upon pension plan termination and the obligation to pay withdrawal liability owed to a multi-employer pension plan to which an entity in the controlled group makes contributions if such entity withdraws from an underfunded multi-employer pension plan. A 2013 U.S. Federal Appeals court decision found that certain supervisory and portfolio management activities of a private equity fund could cause a fund to be considered to be engaged in a "trade or business" for ERISA purposes, and therefore, liable for withdrawal liability owed by a fund's portfolio company to an underfunded multi-employer pension plan which covered the employees of the portfolio company. In November 2019, a federal appellate court in the First Circuit unanimously reversed a lower court's earlier decision (which was premised on the 2013 U.S. Federal Appeals court decision) that held that two separate private equity funds managed by the same or affiliated investment advisors and found to be engaged in a "trade or business" for ERISA purposes are a controlled group member, and therefore, could be held jointly and severally liable for a bankrupt portfolio company's multi-employer pension plan

withdrawal liability. While the November 2019 decision was a victory for the private equity firm in that particular case, the result was highly fact specific and the First Circuit left open the possibility that under certain circumstances clients managed by the same investment Registrant could be considered to be a controlled group member and engaged in a “trade or business” for ERISA pension liability purposes. Accordingly, if a Client, on its own or along with one or more other Clients, holds any control type investment in a portfolio company and if a Client and (as applicable) such other Clients are found to be engaged in a “trade or business” for ERISA purposes, then a Client and (as applicable) such other Clients could be held liable (including on a joint and several basis) for the defined benefit or multi-employer pension obligations of such portfolio company. If the foregoing were to occur, a Client may incur substantial expenses as a result of such liabilities which could, in turn, result in significant losses to a Client and its limited partners.

**Fiduciary Duties.** The constituent documents of Clients generally contain provisions that, subject to applicable law, reduce or eliminate the duties, including certain fiduciary and other duties, to such Clients to which the Registrant and its affiliates would otherwise be subject, provisions that waive or consent to conduct on the part of the Registrant and/or its affiliates that might not otherwise be permitted pursuant to such duties, and provisions that limit the remedies of such Clients with respect to breaches of such duties. These could include a provision under which the Registrant and its affiliates will have no liability to a Client in respect of a conflict of interest, the resolution of which has been approved (except to the extent prohibited or limited by law or regulation, including provisions of U.S. federal securities law with respect to which rights and liabilities are not permitted to be waived) as provided for in such Client’s constituent documents.

**Service Providers.** Certain advisors and other service providers, or their affiliates (including accountants, administrators, lenders, bankers, brokers, attorneys (including attorneys from law firms retained by the Registrant on secondment at the Registrant’s offices), consultants and investment or commercial banking firms), to the Clients and the issuers of the Clients’ investments also provide goods or services to, or have business, personal, political, financial or other relationships with the Registrant. To the extent such service providers’ services are provided to the Clients, the cost thereof will be borne by the Clients. Such advisors and service providers are sometimes investors in the Clients, act as sources of investment opportunities for the Registrant or the Clients or otherwise co-investors with or counterparties to transactions involving the foregoing. These relationships could influence the Registrant in deciding whether to select or recommend any such advisor or service provider to perform services for the Clients or an issuer of a Client (the cost of which will generally be borne directly or indirectly by the Clients or issuers of the Clients’ investments, as applicable). Notwithstanding the foregoing, the Registrant will generally seek to engage advisors and service providers in connection with investment transactions for the Clients that require their use on the basis of the overall quality of advice and other services provided, the evaluation of which includes, among other considerations, such service provider’s provision of certain investment-related services and research that the Registrant believes to be of benefit to the Clients. In certain circumstances, advisors and other service providers or their respective affiliates may charge rates or establish terms in respect of advice and services provided to the Registrant, the Clients or their respective issuers that are different and more favorable than those established in respect of advice and services provided to the Clients and their investments.

The Registrant and its Clients would be affected by any risks of such third parties as may apply to their businesses, including but not limited to the risks described in *Reliance on Certain Professionals, Business and Regulatory Risks, Systems Risks and Cybersecurity Risks, Reliance on Proprietary Systems and Technology* and *Misconduct or Mistakes of Employees, Consultants and Third-Party Service Providers*. The potential negative impact will be greater if there is a distressed event or other issue at a service provider who provides a significant service. If a service provider provides services to one or more Clients as well as the Registrant, and the Registrant has a performance issue in performing under its own contract, this could negatively impact the service provider's willingness to continue to provide services to the Clients on the same terms.

On November 1, 2021, the Registrant engaged Bank of New York Mellon (“**BNY Mellon**”) to provide fund accounting, middle office and trading operations services for a substantial portion of the Registrant's assets under management. BNY Mellon hired certain employees of the Registrant.

**T. Rowe Transaction.** The continued implementation of the acquisition of the Registrant by T. Rowe (“**Transaction**”) is subject to a number of actual and potential conflicts of interest.

*Implementation of the Transaction.* The future success of the Transaction, including anticipated benefits to Clients, depends, in part, on the Registrant's and T. Rowe's ability to optimize their business operations. There can be no assurances that the Registrant and T. Rowe will realize the potential benefits or that a failure to obtain such benefits will not adversely affect the Registrant and/or T. Rowe and their respective business operations.

The integration of the Registrant and T. Rowe could present material challenges, including, without limitation:

- integrating their respective corporate cultures;
- the diversion of management's attention from ongoing business concerns and performance shortfalls at one or both of the businesses as a result of the devotion of management's attention to the Transaction;
- managing a larger business;
- maintaining employee morale and retaining key management and other employees, particularly at the Registrant, including by offering sufficiently attractive terms of employment;
- retaining existing business and operational relationships, and attracting new business and operational relationships;
- the possibility of faulty assumptions underlying expectations regarding the Transaction, including the ability to integrate the businesses where beneficial and the ability of the Registrant to operate on a standalone basis where beneficial;
- consolidating corporate and administrative infrastructures and eliminating duplicative operations, where beneficial;
- successfully navigating the various regulatory regimes, including the Investment Company Act of 1940 (as amended from time to time, and together with any rules and regulations promulgated thereunder, the “**Investment Company Act**”);
- managing expense loads and maintaining currently anticipated operating margins given that the Registrant's and T. Rowe's businesses are different in nature and therefore may require additional personnel and compensation expenses; and



- difficulties integrating information technology, communications and other systems.

*Human Capital Resources.* Certain principals and employees of the Registrant will be required to devote a portion of their time to the business of T. Rowe, including in connection with the integration of certain aspects of the Registrant's business with T. Rowe's business. Additionally, the Registrant and its principals and employees are now subject to additional legal and regulatory requirements as a result of the Registrant becoming a subsidiary of T. Rowe. The Registrant and its principals and employees could, therefore, be required to devote a portion of their time and resources to these additional legal and regulatory requirements, including with respect to compliance and other matters that did not previously impact the Registrant's business. The allocation of the Registrant's and its principals' and employees' time and resources to the business and legal and regulatory requirements of T. Rowe could limit the ability of the Registrant's principals and employees to devote time to the investment activities of the Clients.

*Regulatory Burdens.* The Registrant is now subject to additional regulatory requirements imposed by laws and regulations that were not directly applicable to the Registrant or its Clients prior to the Transaction, including, without limitation, compliance with the Sarbanes-Oxley Act of 2002. In addition, the Registrant is now affiliated with T. Rowe Price Investment Services, Inc. ("**TRPIS**"), which is registered as a broker-dealer under the U.S. Securities Exchange Act of 1934 and is a member of the Financial Industry Regulatory Authority ("**FINRA**"). Accordingly, certain employees of the Registrant became registered representatives sponsored by TRPIS. The Registrant's principals and employees could be required to devote a portion of their time and resources to these additional legal and regulatory requirements. Additionally, T. Rowe advises certain investment companies that are registered under the Investment Company Act (each such fund, a "**T. Rowe Fund**" and, collectively, the "**T. Rowe Funds**"). Under the Investment Company Act, the Clients could be limited from participating in certain transactions with the T. Rowe Funds, and in certain cases such transactions could require prior approval by the SEC. the Registrant expects to establish policies and procedures and implement operational and compliance controls, which could include information barriers, to the extent necessary, that would seek to address and mitigate such potential limitations. However, it is not certain whether and to what extent any such policies, procedures, or operational and compliance controls will be fully or partially successful, or that such policies, procedures, or operational and compliance controls will be adequately implemented or enforced or free from challenge by the SEC. Accordingly, the relationship with T. Rowe and the T. Rowe Funds could limit certain investment opportunities for the Clients, including by prohibiting the Clients from knowingly participating in certain transactions with the T. Rowe Funds, requiring prior approval by the SEC for certain transactions, or otherwise limiting the investments that the Clients can make and/or their ability to manage such investments, any of which could have a material adverse effect on the Clients.

*Ongoing Management.* As part of the Transaction, the partners of the Registrant have become employees of T. Rowe. Although it is anticipated that the partners will continue to have autonomy over the Registrant's investment process and continue to oversee the day-to-day operations of the Registrant, the Registrant is subject to certain T. Rowe policies and procedures and T. Rowe has consent rights with respect to certain non-ordinary course activities and transactions of the Registrant. In exercising its consent rights, T. Rowe can consider the interests of T. Rowe's other business activities and is not required to consider only the interests of the Registrant and the

Clients. As such, it is possible that T. Rowe could prioritize the interests of T. Rowe's other business activities over those of the Clients in making such decisions. In addition, as employees of T. Rowe, it is possible that Glenn R. August (as well as other members of the Registrant's senior management team) could be terminated by T. Rowe (including for reasons other than the performance of the Registrant's business or the Clients), notwithstanding that T. Rowe is otherwise, for economic and other reasons, incentivized to continue the employment of Mr. August and the other members of the Registrant's senior management team. The termination of Mr. August or other members of the Registrant senior management team could have a material adverse effect on the Clients. The Registrant is wholly owned by T. Rowe. T. Rowe is publicly listed on the New York Stock Exchange under the symbol "TROW". Public companies are subject greater scrutiny and reputational risk than private companies. Although the Registrant operates as a standalone business with autonomy over its investment process, the Registrant is reputationally associated with T. Rowe. In the event that T. Rowe were to experience events that negatively affect its reputation, business or operations, it is possible that the Registrant could be negatively impacted by association, even though the Registrant has no control over T. Rowe and may not otherwise be directly implicated by such negative events or perceptions. This, in turn, could make it harder for the Registrant to operate its business and therefore could negatively impact Clients.

*Board Membership.* In connection with the closing of the Transaction, Mr. August has joined the board of directors (the "**T. Rowe Board**") of T. Rowe Price Group, Inc. In his capacity as a member of the T. Rowe Board, Mr. August owes fiduciary duties to T. Rowe Price Group, Inc. and its shareholders. There is no assurance that conflicts of interest that arise as the result of such differing duties will be resolved in favor of the Clients.

*Transaction Features.* The terms of the Transaction incentivize the Registrant's principals and employees (including the Registrant's investment professionals) to grow the Registrant business, both in terms of assets under management and the performance-based compensation that is generated by such assets, particularly during such five-year period. As a result, the Registrant's principals and employees could be incentivized to make more speculative investments and/or take other actions with the goal of achieving revenue and growth targets. In addition, given that such earn-out and other features expire after the five-year period following the closing of the Transaction, it is possible that there could be higher turnover of the Registrant employees once those earn-outs and other features have expired, or earlier if it is expected that such earn-outs will not be reached (notwithstanding that such employees may have other economic incentives to remain at the Registrant, including their interests in management fees and performance-based compensation. Finally, in connection with the Transaction, certain principals and employees have received shares or other equity interests in T. Rowe and its affiliates. Therefore, the financial interests of the Registrant's principals and employees (including the Registrant's investment professionals) will not be tied solely to the performance of the Clients, and such principals and employees could be incentivized to take actions that benefit the T. Rowe business as a whole (including the appreciation of T. Rowe's stock).

*Common Investments.* Although the Registrant and T. Rowe expect to establish policies and procedures to address and mitigate, to the extent commercially feasible, investment-related conflicts of interest that arise as a result of the Transaction, there can be no assurance that such policies and procedures will fully or successfully address or mitigate such conflicts of interest. It

is possible that the Clients could invest in an issuer in which T. Rowe clients currently hold a position (or could invest in the future) in a different part of the capital structure of such issuer. This could lead to conflicts of interest or the appearance of such conflicts, including in the event of a bankruptcy or restructuring of the applicable issuer. In addition, T. Rowe and/or its affiliates on behalf of T. Rowe clients could take actions with respect to their investment in a common issuer that are adverse to the Clients. Additionally, in such circumstances, the Registrant will face conflicts of interest in determining what actions to take with respect to the Clients' investment in a common issuer because, for the reasons described herein, the Registrant's investment professionals could be incentivized to consider the interests of T. Rowe in addition to the interests of the Clients.

*Services and Products Offered by T. Rowe and Associated Fees.* T. Rowe currently provides a broad range of financial, advisory and other services. In addition, T. Rowe sponsors various investment vehicles, including, without limitation, the T. Rowe Funds. T. Rowe may provide services to Clients or the Registrant. In addition, it is possible that T. Rowe could provide services or products to issuers in which the Clients invest. To the extent the Registrant engages the services of T. Rowe for the Fund and/or causes the Fund to invest in T. Rowe Funds, it expects to do so on the basis of the overall quality of the services provided and/or the investment performance of such T. Rowe Funds, respectively. However, it is nonetheless possible that the Registrant will be incentivized to utilize the services of T. Rowe or cause Clients to invest in T. Rowe Funds as a result of being a subsidiary of T. Rowe. The terms for any such services or products provided by T. Rowe, including compensation, would be determined through negotiations between related parties, and therefore the Registrant and T. Rowe will face inherent conflicts of interest in determining such terms. Any of the fees charged by T. Rowe in respect of the T. Rowe Funds or any services provided by T. Rowe to the Clients will not be shared with (or otherwise be for the benefit of) the Clients.

## **Disciplinary Information**

The Registrant and its management persons have not been involved in any legal or disciplinary events in the past 10 years that the Registrant believes would be material to a Client's or a prospective client's evaluation of the Registrant's advisory business or the integrity of its management or its management persons.

## **Other Financial Industry Activities and Affiliations**

**Directorships and Creditors' Committees.** From time to time, certain of the Registrant's employees serve on various creditor committees or as directors of privately held or publicly traded companies in which Clients invest. Clients should be aware of the fact that receipt of material non-public information, whether through such positions or otherwise, could preclude the Registrant from effecting discretionary transactions on behalf of Clients in certain securities.

**Affiliated Entities and T. Rowe Entities.** Additional affiliated investment advisors are set out in Part 1A of the Registrant's Form ADV. For purposes of the Advisers Act, the Registrant exercises supervision and control over, and takes responsibility for the investment advice given by, its affiliates, and the Registrant considers all such affiliates' clients to be Clients. In addition, the T.

Rowe broker-dealer and investment advisors are also set out in Part 1A of the Registrant's Form ADV. The Registrant and its affiliates do not exercise supervision or control over T. Rowe entities, personnel or clients.

**Registration of Certain Employees as Registered Representatives of a Broker-Dealer.** Certain of the Registrant's employees are registered representatives of TRPIS. See *T. Rowe Transaction*.

**Capital Markets Advisory.** From time to time, the Registrant may provide capital markets advice to third parties, not in connection with the investment advisory services provided to its Clients.

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

The Registrant and/or related persons have multiple advisory, transactional, financial and other interests that conflict with those of its Clients (and the investors therein). For example, the Registrant or an affiliate thereof (subject to legal and fiduciary obligations) sponsors, forms or manages additional investment vehicles, from time to time, to pursue particular investment opportunities. The Registrant and/or its affiliates are not restricted from allocating investment opportunities to or forming other Clients. The Registrant and related persons are not restricted from engaging in other business activities, including activities that are in competition with existing Clients and/or involve substantial time and resources of the Registrant and/or related persons. For each Client, there can be no assurance that the Registrant and/or its affiliates will resolve all conflicts of interest in a manner that is favorable to such Client.

Although neither the Registrant nor its affiliates are engaged by a Client to advise them as to the appropriateness of investing in future investment vehicles managed or sponsored by the Registrant, because of the Registrant's or its affiliates' relationship to those investment vehicles, should a Client invest, the Registrant could be considered, indirectly, to have recommended that investment to such Client.

The Registrant and/or related persons own securities or obligations issued by companies in which Clients are invested or in which they hold directorships, including the Churchill SPACs. In that circumstance, potential conflicts exist, as described in *Board Participation/Conflicts of Interest*. The Registrant sometimes causes Clients to invest in a security or an issuer in which the Registrant and/or related persons has a direct or indirect economic interest. In making such a decision, the Registrant or one or more related persons is incentivized to cause Clients to invest in such security or issuer partially because of such direct or indirect economic interest therein. In addition, the Registrant and/or a related person from time to time holds direct or indirect economic interests in companies (1) to whom the Registrant and/or its affiliates direct work for the benefit of one or more Clients, and for which the expense is payable by one or more Clients, (2) that are investors in a Client, and/or (3) that make investments that are within the investment mandates of the Registrant's Clients. The Registrant manages any potential conflicts of interest. In addition, one or more related persons of the Registrant currently holds interests in SPACs, which conduct acquisition-related financing activities in which the Client has participated and will wish to participate. See *Special Purpose Acquisition Company*, above.

Certain of the related persons of the Registrant can hold interest in investment vehicles associated with T. Rowe. From time to time, the Registrant can recommend or cause a Client to invest in an issuer that is related to T. Rowe and/or which has a representative of T. Rowe serving as an officer, director or advisor (or in a comparable position), or in a security made available to the Registrant by such entities. On occasion, the Registrant may be offered the opportunity to make such investments for Clients at a discount. Clients will not have the right (such as a right of first refusal) to participate in any investment opportunity presented by or to or available to T. Rowe. See *T. Rowe Transaction*.

From time to time, the Registrant or a related person purchases a security or other instruments issued by the same issuer as that held by a Client or recommended by the Registrant through a co-investment vehicle.

In addition, where the Registrant and/or a related person serves as the general partner and/or investment advisor of a Client, the Registrant is considered to be participating in transactions effected for those Clients. In connection with the risk retention rules, the Registrant and/or an affiliate thereof may be required to invest in and retain certain investment amounts in Affiliated CLOs, or to originate loan obligations for the benefit of Affiliated CLOs. The Registrant is not required to comply with these requirements with respect to its management of open-market CLOs in the U.S., due to an appellate court ruling discussed above. See *Methods of Analysis, Investment Strategies and Risk of Loss – Risk of Loss – Business Risks – Business and Regulatory Risks* herein for more information.

The Registrant has adopted a Code of Ethics and Personal Trading Policy. Among other things, this policy requires that employees act with integrity, place the interests of Clients above their own, disclose and mitigate actual and potential conflicts of interest and comply with applicable provisions of relevant securities laws. This policy also requires employees to pre-clear outside business activities, pre-clear certain personal securities transactions, report certain personal securities transactions on at least a quarterly basis and provide the Registrant with a detailed summary of certain holdings annually.

Personnel of the Registrant can be expected to have friendships or other personal relationships with personnel and other individuals associated with entities with which the Registrant does or may seek to do business, including individuals who serve as directors, principals or employees of investors, Clients, and existing and prospective portfolio investments, as well as service providers to the foregoing. Personal relationships may develop out of business-related or other professional interactions, or vice versa. The existence of personal relationships may serve to benefit Clients (for example, by providing networking opportunities through which Registrant personnel could be introduced to potential service providers for Clients) but also create a potential conflict of interest, by giving rise to incentives for the parties to share business or other professional opportunities, including those relating to the business of the Registrant, investors, Clients and portfolio companies, in order to enhance or otherwise further their personal relationship, or vice versa, even when doing so may not be in the best interest of the Clients. While the Registrant generally expects conflicts of interest of this nature to be mitigated by the Registrant's compliance policies and procedures, which require disclosure of conflicts of interest for review, it is unlikely that the potential for conflicts of interest relating to personal relationships can be fully mitigated.

A copy of the Registrant's Code of Ethics and Personal Trading Policy shall be provided to any Client or qualified prospective client or investor upon request.

## **Brokerage Practices**

### *A. Best Execution*

The Registrant's selection of a broker-dealer to execute Client transactions is based primarily upon a broker-dealer's ability to deliver best execution for the Registrant's Clients for the relevant transactions. Factors that the Registrant uses in selecting a broker-dealer include the price per unit of the security or other instrument, a broker-dealer's execution capabilities, commission rates, the value of advice and research reports, a broker-dealer's ability to deliver prompt, accurate confirmations and on-time delivery of securities or other instruments, a broker-dealer's ability to maintain confidentiality of the Registrant's trading intentions, and any other factors that the Registrant determines to be relevant and appropriate. The commissions or transaction costs (including spreads) charged by any broker-dealer can be greater than the amount another firm might charge if the Registrant determines in good faith that the amount of such commission is reasonable in relation to the value of the brokerage services and research information provided by the broker-dealer.

### *1. Soft Dollars*

The Registrant does not have any third-party soft dollar arrangements. In addition, while the Registrant receives advice and research reports from broker-dealers who execute portfolio transactions, it generally does not accrue or allocate any soft dollars for bundled research. This research is used to service one or more of the Registrant's Clients. Research or brokerage services includes research reports on particular industries and companies, economic surveys and analyses, recommendations as to specific securities or other instruments, online quotations, news and research services, access to an electronic communication network for order entry and account information, participation in broker-dealer sponsored research conferences and other services providing lawful and appropriate assistance to the Registrant in the performance of its investment decision-making responsibilities on behalf of its Clients. If a particular broker-dealer's research contributed to the investment research process, transactions can be directed to such broker-dealer, assuming such broker-dealer meets the aforementioned criteria. The Registrant does not formally commit to provide any particular level of commissions (or markups or markdowns) to broker-dealers who provide research services. The Registrant understands that the benefits received through its relationship with broker-dealers generally do not depend upon the amount of transactions directed to, or the amount of assets custodied by, such broker-dealers. Nonetheless, receipt of research or other products or services create an incentive for the Registrant to select or direct more business to particular broker-dealers. However, the Registrant will execute trades in accordance with the best execution principles outlined above. For the avoidance of doubt, the Registrant does arrange for non-soft dollar payments for research and brokerage services. The Registrant also pays certain broker-dealers for research services provided, including in connection with compliance with MiFID II in Europe (including the UK).

## *2. Brokerage for Client Referrals*

The Registrant effects transactions or otherwise utilizes broker-dealers that have, or whose affiliates have, referred or recommended investors to it (including via capital introduction programs) and broker-dealers or registered representatives of broker-dealers that personally or through related persons or family members have investments in funds managed by the Registrant. The foregoing creates an incentive for the Registrant to direct more business to these broker-dealers in order to generate future referrals or additional affiliated investments. However, the Registrant will execute trades in accordance with the best execution principles outlined above.

## *3. Directed Brokerage*

The Registrant does not routinely recommend, request or require that Clients direct the Registrant to execute transactions through a specified broker-dealer. A separately managed account Client may seek to direct the brokerage or direct the terms of the trade for one or more trades for such account. In such a situation, the Registrant may be unable to achieve most favorable execution of the trades, with respect to the commissions (or spreads) or execution price.

### *B. Cross Trades*

From time to time, securities or other obligations to be sold on behalf of one or more Clients are suitable for purchase by other Clients. In such circumstances, if the Registrant determines, in good faith, that the transaction is in the best interest of each participating Client, the securities or other obligations will be transferred between such Clients at the then-fair market value (a “**cross trade**”). The Registrant will not receive a commission (directly or indirectly) in connection with a cross trade.

The Registrant will generally not execute cross trades through a broker-dealer; however, in the instances when a broker-dealer is used, the Registrant seeks to ensure that the compensation paid to the broker-dealer to execute these types of transactions is reasonable and commensurate with the level of services being provided. Notwithstanding the foregoing, two or more separately managed account Clients may specifically direct the execution of one or more specific cross trades between such accounts, where such Clients are represented by a single entity in their interactions with the Registrant.

Cross trades do not require Client consent, unless otherwise set forth in the Client investment advisory agreements and other constituent documents, as applicable. The Registrant may, in its discretion, designate the advisory committee (if applicable) of a Client or one or more third-party persons (each, a “**Third-Party Monitor**”) to consider and approve or disapprove, to the extent required by applicable law or deemed advisable by the Registrant at that time, certain related-party transactions and certain other transactions and matters involving potential conflicts of interest that the Registrant deems to be material. Such Third-Party Monitors may approve of any such transactions prior to or contemporaneously with, or ratify such transactions subsequent to, the consummation of such transactions, and the Clients and their investors will be bound by their decisions. The Third-Party Monitors may be exculpated and indemnified by the Clients and their

expenses may be reimbursed by the Clients, in each case, subject to the investment advisory agreements and other constituent documents, as applicable. See also *Originating-Focused Clients*.

To the extent permitted by law and applicable client governing documents, the Registrant may purchase investments from and/or sell investments to a Client while acting as principal for its own account. Such transactions present a conflict of interest in that the Registrant is incentivized to act in the best interest of its own account in connection with such transactions. Prior to the execution of a principal transaction, the Registrant will make disclosure of all relevant conflicts of interest and other facts material to an evaluation of the proposed transaction to the relevant Client and will obtain such Client's written consent in accordance with the applicable Client's governing documents. Such consent may be revoked at any time prior to the settlement of the transaction.

### *C. Bunched Orders and Trade Allocation*

Aggregation refers to the aggregation of orders for different Clients for the same security and on the same terms (such as pricing or timing). Portfolio Managers aggregate orders as they consider appropriate. Orders for the same security or obligation entered on behalf of more than one eligible Client will generally be aggregated. Aggregating orders across Clients could, among other adverse consequences, affect the prices of and the availability of the securities or other obligations in which any Client invests. Generally, all Clients participating in each aggregated trade shall receive the average price and, subject to minimum ticket charges (if any), pay a *pro rata* portion of applicable transaction costs such as commissions and/or execution costs. If an aggregated order is filled across multiple trades at different prices, the Clients will generally be (but are not required to be) allocated on an average price basis.

The Registrant considers a number of factors when allocating trades among Clients. Initial allocation amounts for purchases among Client accounts are generally allocated *pro rata* according to the factors set out in the Registrant's Trade Allocation Schedule, which sets out a percentage allocation across Clients that is generally based on both (i) available cash and (ii) maximum issuer size. The available cash and maximum issuer size will be determined at the discretion of the Registrant, taking into consideration Client guidelines and other applicable factors (which generally include available cash, equity, collateralized principal amount, unfunded/undrawn capital commitments, planned capital flows, certain liquid investments and leverage).

Following the determination of the initial allocation, other factors will be considered by the Registrant, as it deems appropriate, in making final allocation determinations among Clients, including, but not limited to, investment objectives, the timing of capital inflows and outflows and anticipated capital commitments, subscriptions and distributions and/or withdrawals, liquidity, yield, transaction costs, transaction-specific minimum investment obligations, eligibility requirements and/ or other statutory or contractual restrictions or obligations, portfolio diversification, relative market or industry exposure, tax efficiencies and potential adverse tax consequences, regulatory, policy and/or other restrictions applicable to participating Clients and/or to their investors, the avoidance of odd lots or a *de minimis* allocation to one or more of the participating Clients, the risk profile of an investment opportunity and the applicable Clients, the type of asset (e.g., loan versus equity), the capital available for the investment opportunity, the total capital of the account, maximum position size, the amount of securities or loans transacted,



previous allocations, lender covenants, and any other factors similar to the foregoing or any other considerations deemed relevant by the Registrant. The Registrant in certain situations will adjust trade allocations in cases where it is limited in its ability to allocate across numerous Clients. Follow-on purchases that add to existing investments will also be allocated according to these general parameters, with consideration given to the relative holdings of the same investments in the accounts (generally, to true up the relative position sizes to an appropriate *pro rata* amount across the relevant Clients). For trades less than or equal to \$10 million market value (or, for assets denominated in euro or sterling, €10,000,000 or £10,000,000, respectively), the Registrant is permitted to allocate to one or more Clients in a fair manner, as determined by the Registrant in good faith. The Registrant considers ongoing transaction costs and liquidity considerations for small lot sizes (*e.g.*, the Registrant will take into account assignment costs that materially affect the cost to transact).

Based on the foregoing investment allocation methodology, a Client with higher available cash than a similarly sized or even larger sized Client will, if the maximum issuer size is equal, have a higher initial allocation percentage to an investment. Also, a Client with a larger maximum issuer size than a similarly sized or even larger size Client will, if the amount of available cash is equal, have a higher initial allocation percentage to an investment.

The outcome of any allocation determination by the Registrant may result in the allocation of all or none of an investment opportunity to a Client. There can be no assurance that a Client will have an opportunity to participate in certain investments that fall within the Client's investment objectives. The Registrant's Trade Allocation Policies and Procedures may be amended by the Registrant at any time at its discretion.

Furthermore, the Registrant's Clients sometimes invests in certain investment strategies, and then the Registrant will subsequently offer Clients the same or similar investment strategies through special purpose entities or designated funds, which will serve as primary or exclusive entities for such investment strategies. Any opportunity to invest in such a special purpose entity or designated fund will be considered for all Clients who invested previously in such investment strategies, in accordance with the Registrant's Trade Allocation Policies and Procedures, as described above, and taking into account the relevant factors, including the length of the investment period and any applicable post-investment period term of each Client. As a result, a Client that is approaching the end of its investment period will not be allocated investment opportunities that have longer investment time horizons or that are more illiquid, even if such opportunity is otherwise an eligible investment. A Client whose investment activities commenced after the establishment of such special purpose entity or designated fund will not be able to participate in such special purpose entity or designated fund if it is a closed-ended entity, or the Registrant determines it could dilute or adversely impact the existing Clients in such entity.

In some cases, management fees are based on invested capital (and not on cash or committed capital), and the Registrant could be incentivized to favor allocations to such Clients, to use leverage (if permitted) for such Clients in order to ramp them more quickly, and to hold onto investments longer in order to continue to earn management fees. Similarly, in the case of Clients that pay management fees solely based on called capital, the Registrant could be incentivized to call capital early and to favor allocations to such Clients.

#### *D. Standard of Care and Trade Errors*

In general, Client investment advisory agreements and other constituent documents, as applicable, provide that (i) the Registrant, affiliates of the Registrant and their respective affiliates, officers, directors, employees, direct or indirect partners, managers, trustees, members, shareholders, agents and/or legal representatives, (ii) any person or entity (as applicable) who serves at the request of the Registrant and/or its affiliates on behalf of a Client as an officer, director, employee, direct or indirect partner, manager, trustee, member, shareholder, agent and/or legal representative of any other person or entity (as applicable), including, without limitation, any alternative investment vehicle, special purpose entity or any issuer, (iii) any employee of a Client, (iv) any controlling person, assignee or successor of any of the foregoing (each of the foregoing clauses (i)-(iv), a “**Protected Person**”) and (v) any advisory committee member of a Client will not be liable in damages or otherwise to a Client or to any investor therein for any act or omission by it in connection with such Client’s activities, except for any liability that resulted from such Protected Person’s own gross negligence, fraud or willful misconduct (or, with respect to an advisory committee member of a Client, such advisory committee member’s own fraud or willful misconduct), unless otherwise agreed to in the investment advisory agreements and other constituent documents, as applicable, or as required by applicable law, provided that any exculpation or indemnification provision(s) in a Client’s investment advisory agreement and other constituent documents, as applicable, will not be construed to provide for the exculpation or indemnification of any Protected Person for any liability (including liability under U.S. federal securities laws which, under certain circumstances, impose liability even on persons that act in good faith), claims, damages or losses to the extent (but only to the extent) that such liability, claims, damages or losses may not be waived, modified or limited under applicable law, but will be construed so as to effectuate such provisions to the fullest extent permitted by law. Additionally, Client investment advisory agreements and other constituent documents, as applicable, generally provide that a Protected Person will not be liable for losses due to the negligence of brokers or other agents of the applicable Client unless such Protected Person was responsible for the selection of such broker or other agent and such Protected Person acted in such selection with gross negligence, fraud or willful misconduct. Subject to the investment advisory agreements and other constituent documents, as applicable, of a Client, this standard of care will result in a Client bearing the costs of any trade errors committed by a Protected Person, so long as the errors do not evidence gross negligence, fraud or willful misconduct. Examples of trade errors include executing a purchase instead of a sale (or *vice versa*), marking a short sale as a long sale, purchasing or selling a security or other instrument in the incorrect amount, or purchasing or selling the wrong security or other instrument. Where a broker-dealer chooses to assume responsibility for a trade error loss caused by the Registrant, the Registrant is prohibited from obtaining a broker-dealer’s agreement to do so in exchange for the Registrant’s promise to direct future commissions to such broker-dealer.

### **Review of Accounts**

Clients are reviewed by the relevant Portfolio Manager(s) who are responsible for the strategies applicable to each Client, and other appropriate investment, operations, legal and compliance and accounting personnel on a regular basis. Matters reviewed include the specific investments held

by each Client, the percentage of assets in various types of asset classes, the financial and regulatory reporting relating to investments, the relative and absolute performance of each Client account and liquidity, leverage and counterparty exposure of each Client account.

With respect to the pooled funds and CLOs for which the Registrant serves as general partner and/or investment adviser, the Registrant provides regular reports to investors invested in such Clients, as specified in the applicable investment advisory agreement and other constituent documents, as applicable.

For audited funds (other than as described below), the Registrant or the administrator delivers to each investor therein audited financial statements of such fund typically within 90 or 120 days of the conclusion of such fund's fiscal year-end, as well as a statement of each investor's capital account and the amount of each investor's share in such fund's taxable income or loss for each such year. In addition, for some funds, within 30 days of the end of each month, each investor therein receives an unaudited statement of such investor's investment in such fund and changes thereto for the month. Also, for some funds, within 45 to 60 days of the end of each of the first three quarters of each fiscal year, each investor therein receives an unaudited statement of such investor's investment in the fund and changes thereto for the quarter.

For "cash flow" CLOs, the trustee delivers or makes available monthly reports to each investor therein detailing compliance with covenants specified by the applicable indenture and related documents. Further, the issuer delivers information to each investor such that it can determine its respective share of taxable income or loss for each fiscal year. In addition, the Registrant also delivers periodic reports describing significant events and providing performance results, as required by the investment advisory agreement and other constituent documents, as applicable, of the applicable CLO.

With respect to each separately managed account for which the Registrant serves as the investment adviser, the Registrant delivers to each Client monthly, quarterly and/or annual performance reports, as applicable, including information relating to the trading activity in the account during such period and the holdings of the account at the applicable reporting date.

In addition to the foregoing reports and statements, the Registrant also enters into side letter arrangements that provide for additional transparency for certain Clients (and investors therein).

For each Client, the Registrant will not assign (as that term is defined under the Advisers Act) its investment advisory contract with such Client without the prior written consent of such Client, other than to an affiliate of the Registrant.

## **Client Referrals and Other Compensation**

The Registrant agrees, from time to time, to compensate certain financial institutions and other placement agents and solicitors for helping the Registrant raise capital. Such placement agents and solicitors also provide other services to Clients, for which they are compensated. Placement agents that solicit prospective Clients or investors of Clients are subject to a conflict of interest because they will be compensated by the Registrant in connection with their solicitation activities.

Certain unaffiliated third parties refer Clients to the Registrant, or refer investors to fund Clients sponsored or managed by the Registrant. The Registrant does not compensate such unaffiliated third parties separately for any referrals, absent a placement agent, solicitation or other similar arrangement. Such referring third parties have other business or personal relationships with the Registrant and/or its affiliates, such as being invested in the Registrant's fund Clients, being sources of investment opportunities for the Registrant, or providing other services to the Registrant. In addition, certain portfolio companies make discounts available to the Registrant and its employees.

## **Custody**

Client funds and securities are held by unaffiliated broker-dealers or banks, to the extent required; however, the Registrant could have access to Client custody accounts, as authorized pursuant to an investment advisory agreement or because an affiliate of the Registrant serves as the general partner of a fund Client or a related special purpose vehicle (together, "**Investment Entities**"). Fund Clients are subject to an annual audit; if so, the audited financial statements are distributed to each investor in the relevant fund Clients. The audited financial statements will be prepared in accordance with generally accepted accounting principles and distributed within 90 or 120 days (as applicable) of the Investment Entity Client's fiscal year end.

For Investment Entities not subject to an annual audit and separately managed account Clients for which the Registrant is deemed to have custody, a qualified independent accounting firm will conduct an annual surprise examination on the holdings over which the Registrant has custody, and the investors in such Investment Entities and such separately managed account Clients receive quarterly account statements from the custodians with regard to such holdings. Clients that receive account statements directly from a custodian should carefully review these account statements. The Registrant generally does not act as custodian or otherwise take or retain possession, custody, title or ownership of holdings of separately managed account Clients. In such cases, the Registrant is not authorized to receive any Client assets and, notwithstanding anything in the Client investment advisory agreement, the custody agreement(s) and/or other constituent documents to the contrary (including any authority granted to the Registrant pursuant to such documents), is not deemed to maintain custody of such Client's assets, as the term "**custody**" is defined in Rule 206(4)-2 under the Advisers Act.

## **Investment Discretion**

The Registrant generally has discretionary authority to determine, without obtaining specific consent from Clients, the instruments and amount to be bought or sold on behalf of a Client. Any limitations on authority are included in a Client's investment advisory agreement and other constituent documents (including any side letters that are executed with investors), as applicable. Certain Clients engage the Registrant for non-discretionary investment advisory services. Discretionary Clients can, from time to time, direct non-discretionary trades on a one-off basis.

The Registrant and the general partners of, and investors in, certain funds managed by the Registrant are authorized, without the approval of any other investor, to enter into side letters or

similar written agreements with such investors that have the effect of establishing rights under, or altering or supplementing the terms of, the investment advisory agreement and other Client constituent documents, as applicable. Rights that are established and terms that are altered or supplemented include, without limitation, rights and terms relating to greater portfolio transparency, fee waivers or reductions, minimum investment amounts, reports and other information, confidentiality, timing of funding, expenses, distributions, legal or regulatory requirements (*e.g.*, tax and ERISA), advisory committee membership, as applicable, and other more favorable investment terms such as withdrawal rights. To the extent that compliance with any of the provisions of any side letters or similar written agreements would cause the Registrant and/or its affiliates to violate their respective fiduciary duties or obligations or to violate any applicable laws, any non-compliance with any such provision will not be deemed to be a breach of such written agreements.

## **Voting Client Securities**

The Registrant has implemented written policies and procedures governing voting Client proxies (the “**Proxy Voting Policy**”). When agreed upon with a Client, the Registrant will be responsible for voting Client proxies relating to equity securities. Pursuant to the Proxy Voting Policy, the Registrant is to vote Client proxies in the interest of maximizing shareholder value, or in certain cases, pursuant to written proxy voting guidelines of such Client. The Registrant generally maintains voting discretion with respect to Client proxies, subject to the applicable investment advisory agreement and other Client constituent documents, as applicable. The appropriate investment professional of the Registrant assigned to such proxy vote, as well as applicable Partners, must disclose to the Compliance Group, as well as the applicable operations manager, whether such individuals are aware of any potential conflicts of interest related to the specific proxy they are voting. All material conflicts of interest will be addressed in a manner deemed appropriate by the Registrant, acting in good faith. The Registrant maintains a record of all proxy votes cast on behalf of Clients. Clients may contact the Registrant for a copy of the Proxy Voting Policy or information with respect to a specific proxy vote.

## **Financial Information**

The Registrant has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to meet the Registrant’s contractual commitments to its Clients.