

**COVER PAGE - ITEM 1**

**FIRM BROCHURE  
FORM ADV PART  
2A**

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**This brochure provides information about the qualifications and business practices of Cressey & Company LP (“C&C”). If you have any questions about the contents of this brochure, please contact us at (312) 945-5700 and/or [kkelly@cresseyco.com](mailto:kkelly@cresseyco.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.**

**Additional information about C&C also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**C&C is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). However, such registration does not imply a certain level of skill or training.**

**March 30, 2023**

## **SUMMARY OF MATERIAL CHANGES - ITEM 2**

This brochure dated March 30, 2023, serves as an update to C&C's most recent annual brochure dated March 30, 2022.

C&C's business has not materially changed. This brochure contains updates to the disclosures concerning certain risk factors and the descriptions of the business practices and advisory services of C&C and its affiliates and should be carefully reviewed in its entirety.

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## FORM ADV PART 2A

### Advisory Business - Item 4

#### *Description of Registrant - Item 4.A*

C&C, a Delaware limited partnership and a registered investment adviser, is managed by an experienced private investment team focused on building leading middle-market healthcare businesses in partnership with experienced management teams. For nearly three decades across ten funds, Bryan Cressey has pursued investment opportunities within the rapidly growing healthcare industry. The principal owners of C&C are Bryan C. Cressey and Peter S. Ehrich. C&C has been in business since June 2008.

#### *Advisory Services Offered - Item 4.B*

C&C renders discretionary investment management services to privately offered funds (individually, a “Fund” and, collectively, the “Funds”) that are open for investment by financially sophisticated institutional and high net worth investors. The Funds generally focus on investments in the healthcare industry.

#### *Tailored Services - Item 4.C*

The services rendered by C&C to each Fund are dependent on the investment objectives of the respective Fund and are set forth in the private offering memoranda, limited partnership agreement, investment advisory agreement, side letters or other similar agreements negotiated with investors in the Fund (“Side Letters”) and other governing documents of the relevant Fund (collectively, the “Governing Documents”). C&C’s investment advice and investment authority is tailored and limited to that which is permitted under each Fund’s Governing Documents.

Investors in the Funds (generally referred to herein as “investors,” “partners” or “limited partners”) participate in the overall investment program for the applicable Fund, but in certain circumstances are excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the Governing Documents; for the avoidance of doubt, such arrangements generally do not and will not create an adviser-client relationship between C&C and any investor. The Funds or the relevant general partners of the Funds generally enter into Side Letters with certain investors that have the effect of establishing rights under, or altering or supplementing the terms (including economic or other terms) of, the Governing Documents with respect to such investors.

#### *Wrap Fee Programs - Item 4.D*

Given the nature of its advisory services, C&C does not participate in wrap fee programs.

#### *Client Assets Registrant Manages - Item 4.E*

As of December 31, 2022, C&C managed committed client assets of \$2,220,941,769 on a discretionary basis and \$0 on a non-discretionary basis.

## Fees and Compensation - Item 5

### *Registrant's Fees and Compensation - Item 5.A*

C&C provides advisory services for a percentage of each Fund's committed capital or net asset value (the "Advisory Fee"). Advisory Fee terms differ among the Funds, and are set forth in each Fund's Governing Documents. In general, a Fund will pay C&C an Advisory Fee calculated as a specified percentage (*e.g.*, 2% for Fund VI) of aggregate capital commitments. Investors participating in a closing after the effective date of the Fund will bear the Advisory Fee from the effective date. Following the earlier to occur of the date the investment period expires and the date 12 months after C&C or its affiliates begin receiving Advisory Fees from a successor fund, the Advisory Fee generally will be reduced and equal the lesser of 2% of (i) the Fund's net asset value (with such valuations and calculations determined in accordance with the Fund's Governing Documents), and (ii) a specified percentage of aggregate commitments that reduces in accordance with the Fund's Governing Documents on an annual basis. Advisory Fees generally will be reduced during the life of a Fund upon the occurrence of certain events set forth in the Governing Documents. Advisory Fees paid by a Fund also generally are offset by certain other fees or compensation received by C&C or its affiliates that relate to such Fund's activities and investments, or by certain organizational or other expenses borne by such Fund, as described in more detail in such Fund's Governing Documents and below. Where the Fund's Governing Documents calculate Advisory Fees based on the amount of capital commitments or investment contributions, the amount of Advisory Fees generally will not be reduced based on reductions in investment value, except where specified by the relevant Fund's Governing Documents. As a general matter, Advisory Fees will be payable during term extensions unless otherwise agreed with investors. The investments made by C&C on behalf of its Funds typically are subject to a sharing of profits known as a "Carried Interest," which is a percentage of a Fund's investment income and net realized gains, subject to various conditions. (Please see Item 6 below for additional information.)

The Advisory Fees paid by a Fund will generally be reduced by a percentage of: (1) the organizational fees and expenses incurred by C&C in connection with the organization of such Fund that exceed a limit specified in such Fund's Governing Documents and/or (2) such Fund's share of certain Other Fees (as defined below) received by C&C or its affiliates (but not including any amounts received by the C&C Resources Group (as defined in Item 11 below) as described below). The terms of Advisory Fee offsets differ among the Funds, and the amount and manner of such reduction, if any, is set forth in the Governing Documents of the applicable Fund. To the extent a reduction relates to more than one Fund, C&C typically allocates the resulting Advisory Fee reduction among the applicable Fund(s) in proportion to the cost of securities held (or committed to be held) in the portfolio company or prospective portfolio company, or in such other manner as determined by C&C in its sole discretion (subject to the provisions of any applicable Governing Documents) and, if such other manner is not pro rata, with the approval of the advisory committee(s) of the applicable Fund(s).

C&C will typically perform transaction-related, financial advisory and other services for, and will receive fees from, actual or prospective portfolio companies, or other investment vehicles of a Fund, including fees in connection with administering and structuring investments in such

portfolio companies, mergers, acquisitions, add-on acquisitions, refinancings, public offerings, sales, divestments or other dispositions and similar transactions (“Transaction Fees”). C&C is permitted to retain such fees in certain limited circumstances as set forth in the relevant Fund’s Governing Documents. As described above, C&C will reduce future Advisory Fees for a Fund by a specified percentage of such Fund’s share of Other Fees (including Transaction Fees), in accordance with such Fund’s Governing Documents. To the extent provided in the Governing Documents of the Funds, C&C will pay out of Advisory Fees certain expenses and costs associated with the performance of its services, including expenses on account of rent, utilities, office supplies, office equipment and compensation and expenses of its partners, officers, directors and employees (other than Carried Interest described in Item 6 below).

Additionally, a portfolio company will typically reimburse C&C for certain expenses, including, without limitation, travel expenses, which may include expenses for private, chartered or first class travel or the first class equivalent of private or chartered travel, entertainment expenses (including, as applicable, closing dinners and mementos, cars and meals, social and entertainment events with portfolio company management, customers, clients, borrowers, brokers and service providers), expenses relating to training programs, meetings or other events (to the extent such programs, meetings or events are attended by portfolio company personnel), expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses), indemnification expenses, certain legal expenses and similar out-of-pocket expenses, as well as consulting fees and other cash and non-cash compensation and expenses, incurred by C&C in connection with its performance of services for such portfolio company; such reimbursements are generally not included in the definition of Other Fees and are not subject to the sharing arrangements described above. C&C will determine the amount of these fees in its own discretion, subject to agreements with sellers, buyers and management teams, the boards of directors of or lenders to portfolio companies and/or third-party co-investors in its transactions, and C&C is not required to provide a Fund and its investors with information regarding the amounts of these fees and reimbursements, although sometimes portfolio companies disclose these fees in materials such as debt offering memoranda. For a discussion of potential conflicts of interest created by the receipt of such fees and reimbursements, please see Item 11 below.

C&C and its affiliates also receive monitoring fees (such fees, “Monitoring Fees”) pursuant to monitoring agreements with portfolio companies of the Funds governing the advice, consultation and other similar ongoing services provided by C&C to such portfolio companies. The terms of a monitoring agreement are expected to include (among other things) prolonged or variable contract lengths, annual automatic renewals and the payment of Monitoring Fees (which are permitted to be fixed fees or calculated as a percentage of EBITDA or similar performance metric).

Principals or employees of C&C are permitted to serve as directors of, or observers on boards with respect to, certain portfolio companies. Such persons generally receive from such portfolio company reimbursement of expenses but no cash compensation for such services. To the extent such persons receive cash compensation from such portfolio company for serving as directors (“Director Fees”), they generally are required to remit such amounts to C&C. C&C or its principals or employees, on behalf of C&C, from time to time receive securities of a portfolio company due to service of a principal or employee of C&C on the board of such portfolio company. In the event of such a distribution or receipt of securities, the recipients, or

C&C, with respect to securities received, will generally act in their own interest with respect to the share of securities and will generally determine to sell the distributed securities (which may include selling its securities prior to the time at which the investor sells its distributed securities), or hold on to the distributed securities for such time as such recipient, or C&C, shall determine. The ability of such recipients, or C&C, with respect to securities received, to act in their own interest with respect to such distributed securities creates a potential conflict of interest between C&C, as an adviser to the Fund, and the recipients, on the one hand, and the Fund, on the other hand.

From time to time employees of C&C are expected to be asked to serve as directors of, or observers with respect to, certain entities in which a Fund has fully exited its ownership interest. Such companies are not portfolio companies of the Fund and, as a result, any compensation received by such C&C employee is not subject to the Advisory Fee offset described above, or otherwise shared with the Funds and/or investors.

In addition, principals or employees of C&C or its affiliates from time to time are expected to receive fees in connection with an unconsummated transaction (“Break-Up Fees” and, together with Transaction Fees, Monitoring Fees and Director Fees, “Other Fees”). The amount and timing of Break-Up Fees received by C&C are generally specified in the relevant agreement or other documentation governing the transaction.

The payment of Other Fees by portfolio companies creates a potential conflict of interest between C&C and its affiliates and the Funds and their investors because the Funds and their investors generally do not have a direct interest in these fees and reimbursements. C&C determines the amount of these fees and reimbursements in its own discretion, subject to agreements with sellers, buyers and management teams, the board of directors of or lenders to portfolio companies and/or third party co-investors in its transactions, and the amount of such fees and reimbursements often will not be disclosed to investors in the Funds. If C&C or its affiliates perform any services described above for a portfolio company as part of a consortium with co-investors co-sponsoring the investment in such portfolio company or others, the Other Fees received by C&C or its affiliates will be a share of all such fees paid to the consortium, and the total amount of such fees and the share received by C&C or its affiliates will generally be determined by agreement between C&C and other members of the consortium. Accordingly, under most circumstances, a Fund only will benefit with respect to the relevant portion of Other Fees (which will be offset against Advisory Fees) and not the portion of any Other Fees that relates to co-investors (which could include co-investment vehicles managed by C&C, third parties, portfolio company management or employees and/or others) (which amounts will not be offset against Advisory Fees), which have the potential to be significant. The offset of Other Fees generally is performed on a net basis, after giving effect to certain taxes and other expenses in connection with the receipt of such fees or the provision of related services unless otherwise agreed with investors. Other Fees generally will be payable during term extensions, even if Advisory Fees are reduced or eliminated during the extended term, thus reducing the amounts of Advisory Fees actually offset. To the extent that such an offset credit would reduce the Advisory Fee for a given period below zero, the credit will be carried forward for future application against payable Advisory Fees and if a credit remains upon liquidation, a payment will be made crediting limited partners unless a limited partner has elected to waive such amount (*e.g.*, where an adverse tax consequence potentially will result).

From time to time, C&C will disclose to an investor, in its discretion, the amount of Other Fees allocated to the Fund in which such investor has invested, which amount may not be disclosed to other investors in the same Fund.

C&C, in its sole discretion, reserves the right to modify or waive the fee structures described above from time to time. It is expected that future Funds will have a similar compensation structure, although not currently the case, it is possible that in the future, fees may differ from one Fund to another. C&C is permitted to exempt certain “affiliated partner” investors in the Funds from payment of all or a portion of Advisory Fees and/or carried interest, including C&C and any other person designated by C&C, such as “friends and family” of C&C or its personnel, or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors.

#### *Deductions - Item 5.B*

Advisory Fees are deducted from the assets of the Funds quarterly in advance.

#### *Expenses - Item 5.C*

In addition to the Advisory Fee and Carried Interest payable to C&C, each Fund bears certain expenses according to the terms of the relevant Governing Documents, which can vary among the Funds. As set forth more fully in the applicable Governing Documents of each Fund, a Fund will pay, or reimburse C&C (or an affiliate thereof) for, all other fees, costs, expenses, liabilities and obligations relating to the Fund’s and/or its subsidiaries’ and intermediate entities’ activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company or potential portfolio company), including all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to the sourcing, structuring, organizing, negotiating, consummating, financing, refinancing, diligence (including any subscriptions to periodicals or databases), acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, a Fund’s portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, tax professionals, investment bankers, lenders, third-party diligence software and service providers, consultants and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; (ii) indebtedness of, or guarantees made by, a Fund, C&C, the applicable Fund’s general partner or any “affiliated partner” on behalf of such Fund (including any credit facility, letter of credit or similar credit support), including repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iii) financing, commitment, origination and similar fees and expenses; (iv) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (v) brokerage, sale, custodial, depository (including a depository appointed pursuant to the Alternative Investment Fund Managers Directive (the “AIFMD”)), Swiss representative and paying agent (pursuant to the Swiss



Collective Investment Schemes Act (as amended) including any law, rule or regulation relating to the implementation thereof), trustee, record keeping, account and similar services; (vi) legal, accounting, research, auditing, administration (including fees and expenses associated with a Fund's third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), consulting (including consulting and retainer fees and other compensation paid to the C&C Resources Group or any of its members, consultants performing investment initiatives and other similar consultants, subject to any cap or limitations specified in a Fund's Governing Documents), tax and other professional services; (vii) reverse breakup, termination and other similar fees; (viii) directors and officers liability, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses, including any costs and expenses related to any retention or deductibles; (ix) filing, title, transfer, registration and other similar fees and expenses; (x) printing, communications, marketing and publicity; (xi) the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K-1s, other communications with partners or any other administrative, compliance or regulatory filings or reports (including Form PF), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing; (xii) compliance with the requirements of the AIFMD (excluding, for clarity, the initial and/or preliminary registrations, filings and compliance relating thereto, which are organizational expenses), including fees, costs and expenses of any third-party service providers and professionals related to the foregoing; (xiii) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of a Fund or the limited partners; (xiv) any activities with respect to protecting the confidential or non-public nature of any information or data; (xv) to the extent provided in the Partnership Agreement, or otherwise approved by the applicable Fund's general partner in its sole discretion, activities or proceedings of the advisory committee (including any reasonable out-of-pocket costs and expenses incurred by representatives of such general partner, the advisory committee members, permitted observers and other persons in attending or otherwise participating in meetings of the advisory committee); (xvi) indemnification (including any fees, costs and expenses incurred in connection with indemnifying any partner or other person pursuant to the Partnership Agreement and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement), except as otherwise set forth in the Partnership Agreement; (xvii) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs and expenses of any discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xviii) any annual limited partner meeting or other periodic, if any, meetings of the limited partners and any other conference or meeting with any limited partner(s) and any periodic executive forum of portfolio company management and other persons; (xix) except as otherwise determined by the applicable Fund's general partner in its sole discretion, any fee, cost, expense, liability or obligation relating to any alternative investment vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such alternative investment vehicle) that would be a Fund expense or organizational expense if it were incurred in connection with a Fund, and any expenses incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related

to a Fund to the extent not paid by the investors investing in such entities and any other costs and expenses relating to any structuring or restructuring of a Fund and/or its related entities; (xx) the termination, liquidation, winding up or dissolution of a Fund; (xxi) defaults by partners in the payment of any capital contributions; (xxii) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of a Fund, the applicable Fund's general partner and related entities and any alternative investment vehicle of such Fund, including the preparation, distribution and implementation thereof (it being understood that amendments to, and waivers, consents or approvals pursuant to, the constituent documents of such general partner and certain related entities shall only be Fund expenses to the extent such amendments, waivers, consents or approvals relate to the affairs of a Fund, parallel investment entities or any alternative investment vehicle thereof); (xxiii) complying with any law, regulation or policy related to the activities of a Fund (including regulatory expenses of the applicable Fund's general partner incurred in connection with the operation of a Fund and legal fees and expenses); (xxiv) any litigation or governmental inquiry, investigation or proceeding involving a Fund, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except as set forth in the Partnership Agreement; (xxv) any third-party experts, including independent appraisers, engaged by the applicable Fund's general partner in connection with a Fund considering, making or holding an investment in the same entity as one or more other investment vehicles, controlled, managed or advised by such general partner or any of its affiliates; (xxvi) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer by a limited partner; (xxvii) any taxes, fees and other governmental charges levied against a Fund and all expenses incurred in connection with any tax audit, investigation settlement or review of a Fund (except to the extent that such Fund is reimbursed there for by a partner or such tax, fee or charge is treated as having been distributed to the partners pursuant to the Partnership Agreement), provided that any fees, taxes or penalties resulting from a final formal deficiency issued by the Internal Revenue Service following an audit relating to the mechanism provided for in the Partnership Agreement permitting the applicable Fund's general partner to satisfy all or any portion of its commitment through the use of advisory fee waiver shall not be deemed Fund expenses; (xxviii) distributions to the partners and other expenses associated with the acquisition, holding and disposition of a Fund's investments, including extraordinary expenses; (xxix) unreimbursed expenses and unpaid fees of the C&C Resources Group or its members, employees or other persons engaged by the C&C Resources Group; (xxx) compliance or regulatory matters related to a Fund, except as otherwise set forth in the Partnership Agreement; (xxxi) any travel, lodging, meals, entertainment or industry conferences relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxii) any placement fees; and (xxxiii) any other fees, costs, expenses liabilities or obligations approved by the advisory committee. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In addition, in certain cases, these or similar expenses (including, Other Fees) are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. Each Fund also generally will bear the costs of implementing, reporting (as applicable), monitoring and complying with investment guidelines

and directives relating to the Fund's strategy, including in Side Letters relating thereto, and (where applicable) environmental, social, governance and other standards to which the relevant General Partner has committed in making investments on behalf of the Fund. The General Partner reserves the right to agree with operating partners, C&C Resources Group members, joint venture or similar partners, service providers, portfolio company management or other persons that all or a portion of certain expense reimbursements, payments or other amounts owed to such persons relating to one or more investments will be paid in the form of a profits interest granted in the relevant investments or related intermediate entities. While such an arrangement could be more favorable to the relevant Fund if the investment does not increase in value, in the event of appreciation in the relevant investment any such profits interest generally would have a dilutive impact on the Fund's investment, as well as the potential to result in economic gains to the recipient greater than the original amount of compensation.

As is typical for private equity funds, the Funds likely will bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. For more information regarding the specific categories of expenses incurred by a Fund, please see the Fund's Governing Documents. Additionally, please see Item 6 below regarding Carried Interest that Funds typically pay. Although C&C does not generally utilize the services of broker-dealers to effect portfolio transactions for the Funds, in the event that it chooses to use a broker-dealer for limited purposes relating to a particular Fund, such Fund will incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

In the event any third-party co-investors invest alongside the Fund, such co-investors will typically bear all expenses related to the structuring of their interest in the investment, including any entities formed for their benefit, and other expenses incurred solely for the benefit of such co-investors. Co-investors will generally bear their pro rata portion of expenses incurred in the making an investment but may not be allocated expenses and fees incurred by C&C or its affiliates in the course of evaluating such investment (for example, co-investors generally would not bear a portion of C&C investment diligence costs incurred prior to the date such co-investor has accepted an opportunity to participate). In situations where a Fund makes use of a credit facility to invest in a portfolio company or pay related expenses, C&C typically seeks reimbursement for such expenses from co-investors. To the extent C&C is unable to obtain such reimbursement, the Fund generally will bear such costs relating to the use of the credit facility without separate reimbursement. A portfolio company may also bear these expenses in the case of a successful closing.

If a proposed transaction is not consummated, a co-investor may not have a binding agreement to bear any expenses relating to such proposed but not consummated transaction ("Dead Deal Costs"). In such a case, the Dead Deal Costs would be borne by the Fund or Funds selected by C&C as proposed investors for such proposed transaction (including reverse termination fees, extraordinary expenses such as litigation costs and judgments and other expenses). Co-investors are not typically allocated any share of Break-Up Fees paid in connection with such an unconsummated transaction, but may be on a case-by-case basis. As a general matter, no co-investor will bear Dead Deal Costs or be allocated Break-Up Fees unless such co-investor has otherwise agreed. Furthermore, to the extent a co-investment vehicle is formed in

connection with a proposed transaction, costs and expenses relating to such co-investment vehicle will, in certain situations, be borne by another Fund or Funds, regardless of whether such proposed transaction is consummated.

From time to time, the general partner of a Fund expects to form certain “alternative investment vehicles” or similar structuring vehicles for purposes of accommodating certain legal, tax, regulatory or other similar considerations (“SPVs”). In the event that a general partner forms an SPV, consistent with the Governing Documents of the applicable Fund, the SPV, and indirectly, the investors thereof, will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the SPV.

The C&C Resources Group from time to time provides manufacturing, sales, marketing, technology, human resources, acquisition integration/rationalization and/or other operations services, acquisition or other due diligence or similar services permitted by the applicable Fund’s Governing Documents to Funds, any alternative investment vehicle or any portfolio company or prospective portfolio company of a Fund or any alternative investment vehicle. The C&C Resources Group (or its members) from time to time receives payments from portfolio companies and/or certain Funds for such services (including for base compensation, discretionary bonuses, incentive equity or other stock awards, costs for transactional, due diligence and other support services rendered in connection with prospective portfolio acquisitions, including reimbursement for certain travel and other costs, compensation for services provided to portfolio companies and prospective portfolio companies and other applicable amounts not paid by portfolio companies) in accordance with the applicable Fund’s Governing Documents. Payments from a portfolio company in the form of profits, incentive equity or stock awards in such portfolio company generally have a dilutive impact on the relevant Fund’s investment. Payments from a Fund, in some cases, will be borne directly as expenses of a Fund or, in other cases, will be offset amounts that would otherwise constitute Other Fees with respect to such Fund in accordance with the applicable Fund’s Governing Documents. In such circumstances, the amounts of such Other Fees or other compensation received by such persons is permitted to be retained by such persons, subject to any contractual agreements to reimburse a portion of such fees or other compensation to a Fund, and such amounts will not be deemed paid to or received by C&C and will not reduce a Fund’s Advisory Fee or otherwise be subject to the sharing arrangements described above and will not benefit the Fund or its investors except to the extent of any such reimbursement of amounts previously received. The C&C Resources Group also from time to time provides services to C&C for its benefit, for which C&C Resources Group members will be directly compensated by C&C. For a discussion of potential conflicts of interest created by the engagement of C&C Resources Group members, please see Item 11 below.

It is not typically the case that C&C has more than one Fund making new investments at the same time, and thus generally does not have situations requiring allocation of investment expenses between unrelated Funds. However, when two or more Funds are investing at the same time, the appropriate allocation between a Fund and other Funds of expenses and fees generated in the course of evaluating and making investments will require judgment and discretion by the C&C and the relevant General Partner. For instance, the appropriate allocation among the Funds of expenses and fees generated in the course of evaluating potential investments which are not consummated, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, will be determined by C&C in

its good faith discretion. If multiple Funds evaluate a potential investment that is not consummated, C&C generally allocates fees and expenses generated in the course of evaluating such investment among such Funds in a manner it determines to be fair and equitable with respect to the particular circumstances. There are expected to be occasions when one Fund (the “Payor Fund”) pays an expense common to multiple funds (the “Allocated Funds”) (e.g., legal expenses for a transaction in which all such funds participate). On such occasions, each Allocated Fund will reimburse the Payor Fund for its share of such expense, without interest, promptly after the payment is made by the Payor Fund. While highly unlikely, it is possible that one of the Allocated Funds could default on its obligation to reimburse the Payor Fund.

To the extent not allocated to a portfolio company, C&C will allocate fees and expenses incurred in the course of evaluating and making investments that are consummated between Funds in accordance with each Fund’s Governing Documents or, in accordance with C&C’s good faith discretion. C&C will make any corrective allocations and take any mitigating steps if it determines such corrections are necessary or advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Fund for a particular service will not necessarily always reflect the relative benefit derived by such Fund from that service in any particular instance.

#### *Advance Payment of Fees - Item 5.D*

Funds pay fees quarterly, in advance, on the first business day of each calendar quarter of each year. For more information regarding the advance payment of fees by the Funds, please see the Funds’ Governing Documents. If an advisory contract is terminated before the end of the billing period, fees that have been prepaid are expected to be refunded on a pro-rated basis, in accordance with the applicable Fund’s Governing Documents.

#### *Sales Compensation - Item 5.E*

C&C does not accept compensation for the sale of securities or other investment products, including sales of interests or units of a Fund to investors, other than Transaction Fees described above.

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

Investments made by C&C on behalf of its Funds typically are subject to a Carried Interest. Specific information with respect to the calculation of the Carried Interest is included in each Fund’s Governing Documents.

Such Carried Interest arrangements generally give C&C an incentive to seek higher returns and take more risk than it would absent such arrangements. Therefore, the foregoing arrangements will likely present C&C with a potential conflict of interest. However, C&C will only select investments that it believes are in the best interest of the Funds and consistent with the Funds’ investment objectives and strategies, particularly in instances where the Governing Documents include terms requiring clawback or giveback of performance-based compensation amounts at the end of the relevant Fund’s life or at certain interim intervals.

C&C formed its Distinguished Executives Council (the “DEC”) to provide advice and assistance to C&C regarding C&C’s activities as the management company for the Funds. This advice and assistance is general in nature but generally includes (i) advice regarding the management, operation and affairs of portfolio companies, (ii) advice regarding and assistance in sourcing new investment opportunities for the Funds and (iii) such other matters on which members of the DEC and C&C may choose to collaborate. The DEC is advisory only. The members of the DEC are not agents of C&C or the Funds and have no authority to bind C&C or a Fund in any manner.

A portion of the compensation received by members of the DEC is in the form of Carried Interest in the Funds. Such compensation is issued to the DEC members out of the Carried Interest issued to Cressey & Company GP LP, Cressey & Company GP V LP and Cressey & Company GP VI LP (collectively, with any entity serving as a general partner of a future Fund, the “GPs”). Each member of the DEC other than Sen. William H. Frist, M.D. receives a total Carried Interest in Fund IV (as defined in Item 10 below) of 0.25%, and receives a total Carried Interest in Fund V (as defined in Item 10 below) of 0.50%. and receives a total Carried Interest in Fund VI (as defined in Item 10 below) of 2.0%. Sen. Frist serves as Chairman of the DEC as part of his responsibilities as a special partner of C&C. Accordingly, Sen. Frist does not receive additional Carried Interest for serving on the DEC. Members of the DEC typically have other outside activities, including investment activities.

Additionally, Carried Interest causes members of the DEC to receive compensation that varies according to the investments made by the Funds and/or the performance of portfolio companies they may assist or advise, among other things. The receipt of Carried Interest could influence the advice or recommendations provided by DEC members and present a potential conflict of interest. C&C believes that the Carried Interest serves instead to align the interests of the DEC members with those of C&C, the GPs and the Funds. However, these compensation arrangements should be carefully evaluated by investors.

Since the Funds have varying Carried Interest terms (including amount, timing, waterfall conditions or other terms) and/or certain C&C personnel receive varying percentages of Carried Interest from the Funds, C&C and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage. C&C seeks to address the potential for conflicts of interest in these matters with allocation policies/practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Fund’s investment guidelines and Governing Documents, as well as other factors that do not include the amount of performance-based compensation received by C&C or any personnel.

#### Types of Clients - Item 7

C&C provides investment advice solely to its Fund clients, and references throughout this brochure to “clients” and to C&C’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. Investors in Funds generally will be required to satisfy certain securities laws and other suitability requirements and to make a capital commitment or investment of no less than a required minimum amount. The various requirements for investing in a Fund are set forth in the respective Fund’s Governing Documents.

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

### *Methods of Analysis and Investment Strategies*

C&C invests using an approach called “target-partner-build.” This strategy entails targeting a limited number of attractive segments, partnering with strong, well-positioned platform businesses, and working closely with partner management teams to accelerate growth through a combination of organic initiatives and acquisitions.

There can be no assurance that the Funds will meet their investment objectives or otherwise be able to successfully carry out their investment program, and therefore, an investment with C&C should be undertaken only by investors whose financial resources are sufficient to enable them to bear the loss of all or part of their investment. See “Risks.” below.

For more information regarding C&C’s investment strategies, please see the respective Fund’s Governing Documents.

### *Risks*

Descriptions of the risks associated with each investment and with C&C’s investment program are described in detail in the respective Fund’s Governing Documents. Such risks include, but are not limited to, the following:

- *Business Risks; Projections.* A Fund’s investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

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

- *Future and Past Performance.* The performance of the prior investments by members of the C&C investment team is not necessarily indicative of a Fund’s future results. While C&C intends for the Funds to make investments that have estimated returns commensurate with the expected risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. With respect to any of the Funds’ investments, loss of principal will be possible.

- *Unspecified Use of Proceeds.* Investors must rely upon the ability of C&C to identify, structure, and implement investments consistent with a Fund's investment objectives and policies. Investors in a Fund will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments in which the proceeds from drawdowns of capital commitments will be invested and, accordingly, will be dependent upon the judgment and ability of C&C in investing and managing the capital of a Fund.
- *Changes in Environment.* A Fund's investment program is intended to extend over a period of years, during which the business, economic, political, regulatory and technology environment within which a Fund operates may undergo substantial changes. Interest rates, general levels of economic activity, the price of securities and participation by other investors in the financial markets may affect the value and number of investments made by a Fund or considered for prospective investment. Instability in the securities markets may also increase the risks inherent in investments. Legal and regulatory changes could occur during the term of a Fund that may adversely affect a Fund.
- *Investment in Junior Securities.* The securities in which a Fund will invest are expected in some cases to be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund's investment once made.
- *Investments in Pass-Through Entities.* As more and more businesses are organized as limited liability companies, it is expected that a Fund's investment portfolio will include one or more such entities, which may be treated as "pass-through entities" for U.S. federal income tax purposes. A Fund's investment in an entity which is treated as a pass-through entity could result in: (a) the generation of taxable income for C&C, a Fund and its investors, even though they will not necessarily receive the cash flow related to such taxable income, (b) the generation of additional unrelated business taxable income for tax- exempt investors that invest directly in a Fund, and (c) the treatment of a Fund (and therefore its investors, including investors that are domiciled outside the United States that invest directly in the Fund) as being engaged in the conduct of a United States trade or business.
- *Concentration of Investments.* A Fund will participate in a limited number of investments and intends to make most of its investments in one industry or one industry segment or within a short period of time. As a result, a Fund's investment portfolio could become highly concentrated, and the performance of a few investments or of a particular industry may substantially affect its aggregate return. The Funds will typically focus on investments in healthcare companies. Instability, fluctuation or an overall decline within the healthcare industries will likely not be balanced by investments in other industries not so affected. In the event that the healthcare sector as a whole declines, returns to limited partners may decrease. Furthermore, to the extent that the capital raised is less than the targeted amount, a Fund reserves the right to invest in fewer portfolio companies and thus be less diversified. In circumstances where C&C intends to refinance all or a portion of the capital invested in a transaction, there will be a risk that such refinancing may not



- be completed, which could lead to increased risk as a result of a Fund having an unintended long-term investment as to a portion of the amount invested and/or reduced diversification.
- *Valuation of Assets.* There is not expected to be an actively traded market for most of a Fund's investments. When estimating fair market value, C&C will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing investments for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such investments and may differ from the prices at which such investments ultimately may be sold. C&C's discretion in respect of such valuations is expected to give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of the Advisory Fees.
- *C&C Resources Group.* As further described herein and in the Governing Documents, it is C&C's practice to employ, use or retain certain professionals and consultants (including entities formed for the benefit of such persons and/or to facilitate the provision of their services) to provide specialized operational support, consulting pre-acquisition (including due diligence) and other related services to Funds or certain current or prospective portfolio companies in which one or more Funds invest. C&C has either formal arrangements with members of the C&C Resources Group that are terminable upon notice by either party or informal arrangements with such persons, in each case with respect to particular portfolio companies or services. C&C and certain Funds also have ongoing formal arrangements with certain members of the C&C Resources Group unrelated to any particular portfolio company or prospective portfolio company, and services provided to C&C for its benefit by the C&C Resources Group are paid for by C&C. The nature of each relationship and time devotion requirements will vary significantly among the C&C Resources Group members. There can be no assurance that any of the C&C Resources Group members will maintain their anticipated time commitment or continue to serve in such capacities with respect to the Funds and the portfolio companies and/or that C&C will be able to procure additional C&C Resources Group members in the future. While in certain cases portfolio companies are expected to be able to choose whether to utilize the C&C Resources Group, C&C in certain circumstances expects to determine it would be appropriate for a C&C Resources Group member to work with a portfolio company. C&C will have incentives to encourage portfolio companies to utilize the C&C Resources Group rather than third parties, including due to C&C's existing relationships with the C&C Resources Group, base compensation already paid to C&C Resources Group members by one or more Funds and minimal annual compensation guarantees to C&C Resources Group members made by C&C.

- *Cybersecurity Risks.* C&C, the Funds' service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect C&C, the General Partners, the Funds and their investors, despite the efforts of C&C, the General Partners' and the Funds' service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Fund and its investors. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of C&C, the General Partners', the Funds' service providers, counterparties or data within these systems. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt to fraudulently induce employees, customers, third-party service providers or other users of C&C's systems to disclose sensitive information in order to gain access to C&C's data or that of the Funds' investors. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks, and the risks of attack are expected to be heightened in remote work environments. A successful penetration or circumvention of the security of C&C's systems could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Funds, a portfolio company, C&C or their service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss. In addition, C&C may incur substantial costs related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation. If technology systems are compromised, become inoperable for extended periods of time or cease to function properly, C&C, the General Partners, the Funds and/or portfolio companies may incur significant time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in C&C's, the General Partners', the Funds', portfolio companies' and/or service providers' operations, including the ability to make distributions to limited partners, and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors).

Similar types of operational and technology risks are also present for the companies in which the Funds invests, which could have material adverse consequences for such companies, and may cause the Funds' investments to lose value.

- *Privacy and Data Protection Law Compliance Risk.* The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, "Privacy Laws") could significantly impact current and planned privacy and

information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of C&C, the GPs, the Funds and/or their portfolio companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for the C&C, the GPs, the Funds and/or their portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Certain jurisdictions, including U.S. states, have proposed, adopted or are considering similar Privacy Laws, which if enacted could impose significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include C&C, the GPs, the Funds and/or their portfolio companies.

- *Lack of Sufficient Investment Opportunities.* The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. It is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, regardless of the extent to which the commitments of the limited partners are invested (or drawn down to be invested), limited partners will be required to bear Advisory Fees through a Fund during the investment period and potentially thereafter based on the entire amount of (or a portion of) the limited partners' commitments and other expenses as set forth in the Partnership Agreement.
- *Impact of Government Regulation, Reimbursement and Reform.* Certain industry segments in which the Funds intend to invest, including various segments of the healthcare industry, are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While the Funds intend to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries, including in particular the healthcare industry, are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which the Fund invests. By way of example, the healthcare industry has been, and will likely continue to be, significantly impacted by recent legislative changes, and various U.S. federal, state or local or non-U.S. legislative proposals related to such industry are introduced from time to time, which, if adopted, could

have a significant impact on such industry in general and/or on companies in which a Fund invests.

Additionally, the SEC has indicated that it intends to seek to enact changes to numerous areas of law and regulations that would impact the business of C&C and the Funds. In particular, the SEC has signaled an increased emphasis on investment adviser and private fund regulation and has proposed a number of new rules that, if adopted, would impose significant changes on private fund advisers and their management of private funds, and the SEC is expected to propose additional changes in the future. Any such changes are expected to materially impact C&C and its affiliates, a Fund and/or its investments, as well as increasing their expenses. Significant time and resources may be required to comply with new regulations, which potentially will detract from the time and resources dedicated to a Fund.

- *Illiquidity; Lack of Current Distributions.* An investment in a Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating a Fund (including the Advisory Fee payable to C&C) may exceed its income, thereby requiring that the difference be paid from such Fund's capital, including unfunded commitments.
- *Restricted Nature of Investment Positions.* Generally, there will be no readily available market for a Fund's investments, and hence, most of such Fund's investments will be difficult to value. Certain investments may be distributed in-kind to the partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to the partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the Partnership Agreement, including the value used to determine the amount of Carried Interest available to C&C with respect to such investment.
- *Ability to Successfully Exit Investments.* The ability of a Fund to achieve successful and profitable exits of its portfolio investments are expected to be impacted by a number of factors prevailing at the time, including general economic conditions, interest rates, availability of capital, interest levels of strategic and financial buyers and cyclical trends. It is difficult to predict with any certainty whether there will be a ready and willing market of buyers for any particular portfolio company at the time a Fund seeks a realization.

- *Need for Follow-On Investments.* Following its initial investment in a given portfolio company, a Fund reserves the right to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There can be no assurance that a Fund will make follow-on investments or that a Fund will have sufficient funds to make all or any of such investments. Any decision by a Fund not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its participation in a successful portfolio company or the dilution of a Fund's ownership in a portfolio company if a third party or co-investor is permitted to invest in such portfolio company.
- *Non-U.S. Investments.* A Fund reserves the right to invest in portfolio companies that are organized or headquartered or have substantial sales or operations outside of the United States, its territories, and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of a Fund), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on a Fund and/or the partners with respect to a Fund's income, and possible non-U.S. tax return filing requirements for a Fund and/or the partners.

Additional risks of non-U.S. investments include, but are not limited to: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

- *Leveraged Investments; Borrowing.* A Fund is permitted to make use of leverage by having a portfolio company or intermediate entity incur debt to finance a portion of its investment, including in respect of companies not rated by credit agencies. Leverage generally magnifies both a Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage also often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and will constrain its ability to operate its business as desired and/or finance future

operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of a Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of a Fund's investments in the leveraged portfolio companies in a down market. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the relevant Fund. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of such Fund. Furthermore, should the credit markets be limited or costly at the time a Fund determines that it is desirable to sell all or a part of a portfolio company, such Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which such Fund will invest generally will not be rated by a credit rating agency. Except where otherwise required by the relevant Governing Documents, a Fund will not be obligated to borrow on behalf of a portfolio company, even in circumstances where the Fund's creditworthiness would permit borrowing at a lower rate than is available to the portfolio company.

A Fund is also permitted to borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt, a letter of credit or other forms of promise to provide funding) or otherwise be liable therefor, and in such situations, it is not expected that such Fund would be compensated for providing such guarantee or exposure to such liability. The use of leverage by a Fund generally also will result in fees, interest expense and other costs to such Fund that may not be covered by distributions made to such Fund or appreciation of its investments. A Fund is permitted to incur leverage on a joint, several, joint and several or cross-collateralized basis with one or more other investment funds and entities managed by C&C or any of its affiliates, including through Fund subsidiaries and other intermediate entities, and may have a right of contribution, subrogation or reimbursement from or against such entities. It is also possible that certain co-investors (including management, any roll-over investors and/or third-party co-investors) will not share in incurring such leverage and that the Fund will disproportionately bear the risk and/or costs of leverage arrangements. In addition, to the extent a Fund incurs leverage (or provides such guaranties), such amounts are permitted to be secured by capital commitments made by such Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of such Fund.

- *Subscription Lines.* A Fund generally is permitted to enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments). Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of C&C's right to call capital from the limited partners, limited partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any

limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in additional partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment, structuring and negotiation of the terms of the borrowing facility, as well as expenses relating to maintaining, renegotiating or terminating the facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the Governing Documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation. Conflicts of interest have the potential to arise in that the use of Fund-level borrowing typically delays the need for limited partners to make contributions to a Fund, or results in short-term gains to a Fund, which in certain circumstances enhances the relevant Fund's internal rate of return calculations and thereby may be deemed to benefit the marketing efforts of the GP and its affiliates and increases the likelihood that any hurdle or preferred return component in the Fund's carried interest arrangements will be met. In other circumstances the use of Fund-level borrowing can increase the base of a Fund's Advisory Fee calculation, such as during periods where Advisory Fees are based in whole or in part on an acquisition cost that includes a borrowing component. The use of Fund-level borrowing arrangements, and the repayment or non-repayment thereof, can also influence the determination of the end of a Fund's investment period, and cause or defer a related change in the basis of the relevant Fund's Advisory Fee calculation under the Governing Documents. Conflicts of interest also have the potential to arise to the extent that a subscription line is used to make an investment that is later sold in part to co-investors (including one or more co-investing Funds), as to the extent co-investors are not required to act as guarantors under the relevant facility or pay related costs or expenses, co-investors nevertheless stand to receive the benefit of the use of the subscription line and neither the relevant Fund nor investors generally will be compensated for providing the relevant guarantee(s) or being subject to the related costs, expenses and/or liabilities.

A credit agreement or borrowing facility frequently will contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, certain lenders or facilities are expected to impose restrictions on C&C's ability to consent to the transfer of a limited partner's interest in the Fund or impose concentration or other limits on the Fund's investments, and/or financial or other covenants, that could affect the implementation of the Fund's investment strategy. In addition, in order to secure a subscription line, C&C may request certain financial information and other documentation from limited partners to share with lenders. C&C will have

significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a portfolio company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant portfolio company or Fund subsidiary.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows C&C to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a subscription line could cause short-term liquidity concerns for limited partners that would not arise had the C&C called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. C&C is authorized to use Fund-level borrowing to pay Advisory Fees and to reimburse itself for expenses incurred on behalf of a Fund. A Fund is also permitted to utilize Fund-level borrowing when C&C expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

If an investment appreciates in value and is disposed of prior to repayment, the relevant Fund generally would apply disposition proceeds to repay the borrowing and related interest and expenses, the absence of invested capital funded by limited partners potentially will result in a distribution of net proceeds without a preferred return accrual on the amount invested. Accordingly, borrowings have the potential to support the distribution of proceeds to limited partners and increase the potential carried interest for the relevant General Partner, as reduced by the interest incurred by the relevant Fund. Subject to any limitations in the Governing Documents, this scenario potentially incentivizes the relevant General Partner to permanently fund the acquisition and ongoing capital needs of a Fund's investments and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never, if principal and interest on such borrowings are always repaid out of disposition proceeds).

- *Non-Controlling Investments.* A Fund reserves the right to hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights in connection with such minority stakes. In addition, during the process of exiting investments, a Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that a



Fund holds will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where a Fund holds a minority stake, it may be more difficult for the Fund to liquidate its interests than it would be had such Fund owned a controlling interest in such company. Even if a Fund has contractual rights to seek liquidity of such Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

To the extent a Fund invests alongside third parties, such as institutional co-investors or private equity funds of other sponsors, or makes a minority investment, the relevant portfolio companies may be controlled or influenced by persons and/or entities who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of the Fund or the limited partners. Such third parties may be in a position to take action contrary to a Fund's business, tax or other interests, and such Fund may not be in a position to limit such contrary actions or otherwise protect the value of its investment. When taking non-control positions, a Fund generally will seek to negotiate certain negative controls and veto rights on major decisions, but there can be no assurance that a Fund will be able to control the timing or occurrence of an exit strategy for such portfolio companies in a manner that maximizes or protects value.

- *Public Company Holdings.* A Fund's investment portfolio may contain securities and debt issued by publicly held companies. Such investments may subject the Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of a Fund to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies' executives and board members, including the Principals, and increased costs associated with each of the aforementioned risks.
- *Financial Market Fluctuations.* General fluctuations in the market prices of securities and economic conditions generally, particularly of the type experienced since 2008, may reduce the availability of attractive investment opportunities for a Fund and may affect its ability to make investments and the value of the investments held by a Fund. Instability in the securities markets and economic conditions generally may also increase the risks inherent in a Fund's investments. Moreover, it remains unknown whether governmental measures undertaken in response to the market turmoil that began in 2008 (whether such measures are regulatory or financial in nature) will ultimately have a positive or negative effect on market conditions. The ability to realize investments depends not only on portfolio companies and their historical results and prospects, but also on political, market and economic conditions at the time of such realizations. In the past, many private equity funds have looked to the public securities markets as a potential exit strategy and there can be no assurance that a Fund will be able to exit from its

investments in portfolio companies by listing their shares on securities exchanges. The trading market, if any, for the securities of any portfolio company may not be sufficiently liquid to enable a Fund to sell these securities when C&C believes it is most advantageous to do so, or without adversely affecting the stock price. Renewed volatility in the financial sector may have an adverse material effect on the ability of a Fund to buy, sell and partially dispose of its portfolio company investments. A Fund may be adversely affected to the extent that it seeks to dispose of any of its portfolio investments into an illiquid or volatile market, and a Fund may find itself unable to dispose of investments at prices that C&C believes reflect the fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted. The ability of portfolio companies to refinance debt securities may depend on their ability to sell new securities in the public high yield debt market or otherwise. A Fund's portfolio companies may depend the availability of capital financed from third parties and to the extent such capital is not available, those portfolio companies that rely on such capital may be adversely impacted in a manner that they would not have been had they been able to access such capital.

- *Uncertain Economic, Social and Political Environment.* Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social, or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of a Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by such Fund and result in longer holding periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon such Fund's portfolio companies.
- *Public Health Emergencies; COVID-19.* Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola, and COVID-19, have and are resulting in market disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

In an effort to contain such health emergencies, national, regional and local governments, as well as private businesses and other organizations, have taken or have the potential to take restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including "stay-at-home" and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other

public venues. Any such measures have the potential to significantly diminish economic production and activity of all kinds and contribute to volatility in financial markets, demand across categories of consumers and businesses, as well as in the credit and capital markets. Restrictive measures, whether on an initial or re-imposed basis, also have the potential to cause labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, increases in unemployment levels, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

The ultimate impact of any such health emergency and any resulting decline in economic and commercial activity on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, but could have a significant adverse impact and result in significant losses to the Funds. The extent of the impact on the Funds' and their portfolio companies' operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Funds to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Funds intend to pursue, all of which could adversely affect the Funds' ability to fulfill their investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Funds, their portfolio companies, C&C may be significantly impacted, or even temporarily or permanently halted, as a result of any such health emergencies, or any measures, restrictions, remote- working requirements and other factors related thereto, including its potential adverse impact on the health of any such entity's personnel. These measures may also hinder such entities' 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.

- *Environmental, Social and Governance ("ESG") Matters.* C&C maintains an ESG Policy and seeks to integrate certain ESG factors into its investment process in accordance with its Policy and subject to its fiduciary duty and any applicable legal, regulatory, or contractual requirements. There is no guarantee that C&C will be able successfully to implement its ESG Policy while achieving its investment strategy. In addition, applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilized by C&C, or any judgment exercised by C&C, will reflect the beliefs or values of any

particular investor. There are also significant differences in interpretations of what ESG characteristics mean by region, industry and topic, as well as the interpretations of their scope and materiality. C&C's interpretations and decisions are expected to differ from others' views and could also evolve over time. In addition, in evaluating an investment, C&C expects to depend upon information and data provided by a number of sources, including the relevant investments and/or various reporting sources which could be incomplete, inaccurate or unavailable, and which could cause C&C to incorrectly assess a company's ESG practices and/or related risks and opportunities. C&C does not intend independently to verify all ESG information reported by investments or third parties. Further, considering ESG qualities when evaluating an investment could result in the selection or exclusion of certain investments based on C&C's view of certain ESG-related and other factors and could cause the relevant Funds not to make an investment that they would have made or to make a management decision with respect to an investment differently than they would have made in the absence of the ESG Policy. For avoidance of doubt, however, C&C does not expect to subordinate a Fund's investment returns or increase a Fund's investment risks as a result of (or in connection with) the consideration of any ESG factors.

Further, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and C&C's adoption and adherence to various such principles, frameworks, methodologies and tools is expected to vary over time. There is also a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement and disclosure of ESG factors. C&C's ESG Policy could become subject to additional regulation in the future, and C&C cannot guarantee that its current approach will meet future regulatory requirements or predict the manner in which any such future requirements (including any enforcement with respect thereto) could affect a Fund or its investments, including with respect to future administrative burdens and cost.

*Healthcare Regulation, Reimbursement and Reform.* Various segments of the healthcare industry are (or may become) (i) highly regulated at both the state and federal levels in the United States and internationally, (ii) subject to frequent regulatory change and (iii) dependent upon various government or private insurance reimbursement programs. While the Funds intend to make investments in companies that comply with relevant laws and regulations, certain aspects of these laws and regulations may not have been subject to judicial or regulatory interpretation. An adverse review or determination by any one of such authorities, or an adverse change in the regulatory requirements or reimbursement programs, could have a material adverse effect on the operations of the companies in which a Fund invests. The extensive government regulation of the healthcare industry creates additional uncertainty and risks for a Fund. Obtaining government approval when required is a lengthy and expensive process with an uncertain outcome. Portfolio companies may be unable to obtain necessary regulatory approvals on a timely basis, if at all, for any of the services they propose to render or products they are developing, and the failure to obtain regulatory approval could have a material, adverse effect on the success of the portfolio companies. Moreover, the current regulatory framework may change, or additional regulations may arise at any stage

during the lifecycle of a portfolio company, which may affect the company's ability to obtain approval of its products. The Patient Protection and Affordable Care Act (as amended by the Health Care and Education Affordability Reconciliation Act and otherwise, the "ACA") is expected to substantially change the way healthcare is financed by both governmental and private payors. The ACA provides for changes to extend medical benefits to those who currently lack insurance coverage, encourages improvements in the quality of healthcare items and services, and significantly impacts the U.S. medical industry in a number of ways. By extending coverage to a larger population, the ACA may substantially change the structure of the health insurance system and the methodology for reimbursing medical services, drugs and devices. These structural changes could entail modifications to the existing system of private payors and government programs, such as Medicare, Medicaid and State Children's Health Insurance Program, as well as the creation of a government-sponsored healthcare insurance source, or some combination of both. Such restructuring of the coverage of medical care in the U.S. could impact the extent of reimbursement for medical products and services. In addition, both the federal and state governmental authorities in the U.S. continue to propose and pass new legislation affecting coverage and reimbursement policies, which are designed to contain or reduce the cost of healthcare. There may be future changes that result in reductions in current coverage and reimbursement levels for current and future products and services, and C&C cannot predict the scope of any future changes or the impact that those changes or the ACA would have on the operations or potential profitability of any of a Fund's portfolio companies. Any of these changes could negatively affect the future revenues and potential profitability of a Fund's portfolio companies. Healthcare systems outside of the United States are also subject to significant change. It is not clear at this time what changes, if any, will occur and what effect such proposals would have on the healthcare industry.

- *Healthcare Research and Innovation.* The healthcare industry spends heavily on research and development. Research findings (e.g., regarding side effects or comparative benefits of one or more particular treatments, services or products) and technological innovation (together with patent expirations) may make any particular treatment, service or product less attractive if previously unknown or underappreciated risks are revealed, or if a more effective, less costly or less risky solution is or becomes available. Any such development could have a material adverse effect on the companies in which a Fund invests.
- *Dependence on Patents, Trademarks and Other Intellectual Property.* Many companies in the healthcare industry depend heavily on intellectual property rights, including patents, trademarks, and service marks. The ability to effectively enforce patent, trademark and other intellectual property laws will affect the value of many of these companies. Patent disputes are frequent and can preclude commercialization of products, and patent litigation is costly and could subject a portfolio company to significant liabilities to third parties. The presence of patents or other proprietary rights belonging to other parties may lead to the termination of the research and development of a portfolio company's particular product.

- *Hedging Arrangements; Related Regulations.* C&C is authorized (but not obligated) to endeavor to manage the relevant Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. A Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options, and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In some cases, particularly in OTC contexts, hedging arrangements will subject a Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose a Fund to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements may create for C&C and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (the "CFTC") or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of a Fund or a portfolio company to hedge its exposures becomes limited by such requirements.
- *Limited Access to Information.* Limited partners' rights to information regarding a Fund, the relevant GP or C&C generally will be specified, and in many cases strictly limited, by the Governing Documents. In particular, it is anticipated that the relevant GP and its affiliates will obtain certain types of material information from or relating to a Fund's investments that will not be disclosed to limited partners because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of C&C's control. Decisions by C&C or its affiliates to withhold information may have adverse consequences for limited partners in a variety of circumstances. For example, a limited partner that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for a limited partner to monitor C&C and its performance. Additionally, it is anticipated that limited partners that designate representatives to participate on a Fund's advisory board generally may, by virtue of such participation, have more or earlier information about a Fund and its investments in certain circumstances than other limited partners. Limited partners generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the relevant Fund succeeds in asserting confidentiality for requested documents and other materials, and C&C reserves the right to withhold certain information from investors subject to such laws for reasons relating to C&C's public reputation, business strategy or other reasons.
- *Material, Non-Public Information; Other Regulatory Restrictions.* As a result of the operations of C&C and its affiliates, as well as in connection with officerships

or directorships of C&C personnel, C&C frequently comes into possession of confidential or material, non-public information. C&C and its affiliates may have access to material, non-public information that may be relevant to an investment decision to be made by a Fund, and such Fund may be restricted from initiating a transaction or selling an investment which, if such information had not been known to it, may have been undertaken on account of applicable securities laws or C&C's internal policies and practices. Due to these restrictions, such Fund may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold.

Similarly, anti-money laundering, anti-boycott and economic and trade sanction laws and regulations in the United States and other jurisdictions may prevent C&C or the Funds from entering into transactions with certain individuals or jurisdictions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and other governmental bodies administer and enforce laws, regulations and other pronouncements that establish economic and trade sanctions on behalf of the United States. Among other things, these sanctions may prohibit transactions with or the provision of services to, certain individuals or portfolio companies owned or operated by such persons, or located in jurisdictions identified from time to time by OFAC. Additionally, antitrust laws in the United States and other jurisdictions give broad discretion to the U.S. Federal Trade Commission, the U.S. Department of Justice and other U.S. and non-U.S. regulators and governmental bodies to challenge, impose conditions on or reject certain transactions. In certain circumstances, antitrust restrictions relating to one Fund's acquisition of a portfolio company may preclude other Funds from making an attractive acquisition or require one or more other Funds to sell all or a portion of certain portfolio companies owned by them.

As a result of any of the foregoing, a Fund may be adversely affected because of C&C's inability or unwillingness to participate in transactions that may violate such laws or regulations, or by remedies imposed by any regulators or governmental bodies. Any such laws or regulations may make it difficult or may prevent a Fund from pursuing investment opportunities, require the sale of part or all of certain portfolio companies on a timeline or in a manner deemed undesirable by C&C or may limit the ability of one or more portfolio companies from conducting their intended business in whole or in part. Consequently, there can be no assurance that any Fund will be able to participate in all potential investment opportunities that fall within its investment objectives.

- *Adverse Consequences of Ownership of Controlling Interests in Portfolio Companies.* It is expected that in certain circumstances, a Fund will own a controlling percentage of the common equity of companies which, depending upon the amount of equity owned by a Fund, contractual arrangements between the company and a Fund, and other relevant factual circumstances could result in an extension to one year of the 90- day bankruptcy preference period with respect to payments made to a Fund. In addition, because of its equity ownership, representation on the board of directors and/or contractual rights, a Fund may often be thought to control, participate in the management of or influence the conduct of

its companies. This could expose the assets of a Fund to claims by a company, its other security holders, its creditors, or governmental agencies.

- *Dynamic Investment Strategy.* While C&C generally intends to seek attractive returns for a Fund primarily through making private equity investments as described in the applicable Governing Documents, C&C is permitted to pursue additional investment strategies and/or modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. C&C is permitted to pursue investments outside of the industries and sectors in which the principals of C&C have previously made investments or have internal operational experience.
- *Growth Equity Transactions.* A Fund reserves the right to target growth-equity investments. While growth-equity investments offer the opportunity for significant capital gains, such investments generally involve a higher degree of business and financial risk that can result in substantial or total loss. Growth-equity portfolio companies may operate at a loss or with substantial variations in operating results from period to period, and many will need substantial additional capital to support additional research and development activities or expansion, to achieve or maintain a competitive position and/or to expand or develop management resources. Growth-equity portfolio companies may face intense competition, including from companies with greater financial resources, better brand recognition, more extensive development, marketing and service capabilities and a larger number of qualified managerial and technical personnel.
- *Contingent Liabilities Upon Disposition.* In connection with the disposition of an investment, a Fund and C&C may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, *e.g.*, about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by a Fund and, ultimately, its investors.
- *CFIUS and National Security Clearance Considerations.* Certain investments are expected to be subject to or require review and approval by the U.S. Committee on Foreign Investment in the United States ("CFIUS"), such as where CFIUS-related laws, regulations or guidance deem non-U.S. persons or entities under their control (such as a Fund, co-investors and/or rollover sellers) to be acquiring a U.S. business (including a business with assets, employees, facilities, and/or operations in the United States). CFIUS has the authority to review proposed or existing transactions or investments or to seek to impose limitations on or prohibit investments, and CFIUS filings and other considerations can materially impact transaction timing, feasibility, certainty and costs. In certain circumstances, CFIUS considerations have the potential to prevent a Fund from maintaining or pursuing investments, or limit the universe of available buyers for an existing investment.



Any of these factors have the potential to adversely affect a Fund's performance, and the likelihood that CFIUS considerations will be implicated is expected to increase where non-U.S. limited partners comprise a substantial percentage of a Fund. Under the Governing Documents, the relevant General Partner generally is authorized, although not required, to excuse or otherwise limit non-U.S. limited partners' ability to invest in U.S. businesses (or to exercise voting or advisory board rights with respect thereto) in order to anticipate or comply with CFIUS considerations. However, there can be no assurance that invoking any such excuse provisions or other limitations will allow the Fund to proceed with or maintain any investment, or to avoid losses relating thereto. Similar considerations are expected to apply with respect to reviews by non-U.S. national security or investment clearance regulators.

- *Russia-Ukraine Conflict.* The ongoing military conflict between Russia and Ukraine has caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. However, the ultimate impact of the Russia-Ukraine conflict and its effect on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Funds or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

The Russia-Ukraine conflict may have a significant adverse impact and result in significant losses to the Funds. This impact may include reductions in revenue and growth, unexpected operational losses and liabilities and reductions in the availability of capital. It may also limit the ability of a Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which any Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its investment objectives.

- *U.S. Taxation of Carried Interest.* U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Funds as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset that generated such gain for more than three years. Additionally, Congress has considered proposed legislation that would treat certain income allocations to service providers by partnerships such as a Fund (including any carried interest) as ordinary income for U.S. federal income tax purposes that under current law are treated as an allocation of the partnership's income (and which may be taxed at lower rates than ordinary income). Such rules, as well as any such legislation that may be enacted in the future, could apply to reduce the after-tax returns of individuals associated with a Fund, its General Partner, or C&C who were or may in the future be granted direct or indirect interests in carried interest, which could make it more difficult for the relevant General Partner and its affiliates to incentivize, attract and retain individuals to perform services for a Fund. This creates potential incentives for C&C to cause a Fund to hold investments for a longer period than would be the case if such greater-than-three-year holding period requirement did not exist.

- *LIBOR and other Benchmark Rates.* To the extent that a Fund's investments, borrowing facilities, hedging activities, or other assets or structures are tied to interest rates based on the London Interbank Offered Rate ("LIBOR") or other benchmark or reference rates (each, a "Benchmark Rate"), the Fund may be subject to certain material risks, including the risk that a Benchmark Rate is terminated, ceases to be published or otherwise ceases to be broadly used by the market. Regulators, central banks, governments and other market participants are working to facilitate the transition of existing instruments and contracts away from LIBOR to new Benchmark Rates, and any such transition includes the potential to: increase volatility or illiquidity in markets; cause delays in or reductions to financing options for the Funds and their portfolio companies; increase the cost of borrowing; reduce the value of certain instruments or the effectiveness of certain hedges; cause uncertainty under applicable legal documentation; or otherwise impose costs and administrative burdens relating to factors that include document amendments and changes in systems. Future transitions to and from Benchmark Rates have the potential to have similar effects.
- *Secondaries and other GP-Led Transactions.* There continues to be a significant market in the private fund sector for secondary sales, GP-led transactions, continuation funds, successor fund investments and other transactions for the disposition of investments. Many of these transactions involve an auction process run by an investment bank and a buyer (or buyer group) that agrees to purchase a portion of one or more investments that will continue to be managed by C&C following the transaction. Such transactions are undertaken for various reasons, including, for example, to balance competing interests between offering liquidity to existing limited partners and maintaining exposure to an asset where C&C believes there is the potential for additional value generation. Where undertaken, existing limited partners typically are offered certain options relating to receiving liquidity from the transaction or continuing to maintain exposure to the asset, assets, or a new portfolio of assets (including a portfolio that combines assets from multiple Funds sponsored by C&C and its affiliates). However, certain of such transactions are expected to require a limited partner to invest additional capital in the existing Fund and/or other investment vehicles, a greater exposure to one or more particular portfolio company, and/or a delay in the full liquidation of its investment. In other circumstances, even limited partners that elect to continue to hold a direct or indirect interest in the relevant portfolio company will have their interest adjusted as if distributed (*i.e.*, a portion of such interest will be allocated to the relevant General Partner to the extent of its right to receive carried interest, if any), effectively diluting their interests.

Each of these transactions has the potential for conflicts between the interests of a Fund or limited partner and those of C&C or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where C&C or an affiliate will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction, their incentives are expected to diverge from those of limited partners who elect to sell their interests. Similarly, there are potential conflicts of interest

among the selling Fund, C&C, the relevant General Partner and any buyer group relating to the valuation and consideration offered for the investment(s) subject to the transaction. Further, the relevant General Partner is expected to be incentivized to make investments in portfolio companies with the view of holding such investments for longer periods of time or to make investments that it would not otherwise have made if the possibility of liquidity through a secondary transaction did not exist. Where co-investors historically have been invested in an investment subject to such a transaction, there can be no assurance that they will receive the same liquidity or other options as limited partners in the relevant Fund, and in such circumstances C&C reserves the right to compel co-investors to receive cash or continue to hold an interest in the relevant investment. In other circumstances, certain limited partners will not be permitted to continue to maintain exposure to the asset(s) due to a lack of eligibility to invest in a continuation vehicle under relevant securities, tax or other considerations. Although relevant potential conflicts of interest are disclosed to limited partners and/or the relevant advisory committee prior to the closing of the transaction, there can be no assurance that C&C will successfully identify all conflicts of interest or resolve or mitigate all such conflicts of interest in favor of Fund or any individual limited partner or group of limited partners. However, C&C reserves the right, in its sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant Governing Documents.

- *Financial Institution Risk; Distress Events.* An investment in a Fund is subject to the risk that one of the Fund's banks, brokers, hedging counterparties, lenders or other custodians of some or all of the Fund's assets (each, a "Financial Institution") fails to perform its obligations or experiences insolvency, closure, receivership or other financial distress or difficulty[, similar to that experienced by Silicon Valley Bank and Signature Bank in March 2023] (each, a "Distress Event"). Distress Events can be caused by factors including eroding market sentiment, significant withdrawals, fraud, malfeasance, poor performance or accounting irregularities. In the event a Financial Institution experiences a Distress Event, C&C, the Funds and/or their portfolio companies may not be able to access deposits, borrowing facilities or other services for an extended period of time or ever. Although assets held by regulated Financial Institutions in the United States frequently are insured up to stated balance amounts by organizations such as the Federal Deposit Insurance Corporation ("FDIC"), in the case of banks, or the Securities Investor Protection Corporation ("SIPC"), in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose increased risk of loss. Although in recent years governmental intervention has resulted in additional protections for depositors, there can be no assurance that governmental intervention will be successful or avoid the risk of loss, substantial delays or negative impact on banking or brokerage conditions or markets.

Any Distress Event has a potentially adverse effect on the ability of C&C to manage the Funds and their investments, and on the ability of C&C, any Fund and/or portfolio companies to maintain operations, which in each case could result in significant losses and unconsummated investment acquisitions and dispositions.

Such losses have the potential to include a Fund being required to pay fees and expenses in the event the Fund is not able to close a transaction (whether due to the inability to draw capital on a credit line provided by a Financial Institution experiencing a Distress Event, the inability of investors to make capital contributions or otherwise), as well the inability of a Fund to acquire or dispose of investments at prices that the relevant General Partner believes reflect the fair value of such investments and/or the inability of portfolio companies to make payroll, fulfill obligations and maintain operations. Although C&C expects to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, there can be no assurance that such remedies will be successful or avoid losses or delays.

Many Financial Institutions require, as a condition to using their services or otherwise, that C&C and/or the relevant Fund maintain all or a set amount or percentage of their respective accounts or assets with such Financial Institution or its affiliate(s) (each, a “Custodian”), which heightens the risks associated with a Distress Event with respect to such Custodians. Although C&C seeks to do business with Custodians that it believes are creditworthy and capable of fulfilling their respective obligations to the Funds, C&C is under no obligation to use a minimum number of Custodians with respect to any Fund, or to maintain account balances at or below the relevant insured amounts.

- *Risks Related to Conflicts of Interest.* C&C engages in a broad range of advisory and non-advisory activities, including investment activities for its own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to funds and portfolio companies. In the ordinary course of conducting its activities, from time to time the interests of a Fund are expected to conflict with the interests of C&C or other Funds. In addition, certain conflicts are expected to arise due to the fact that certain members of the C&C team were involved in sourcing or managing Thoma Cressey Fund VI, L.P., Thoma Cressey Fund VII, L.P. and Thoma Cressey Fund VIII, L.P. (collectively, the “TCEP/TCB Funds”), and continue to be involved in the management of TCEP/TCB Funds. Certain of these conflicts of interest, as well a description of how C&C addresses such conflicts of interest, are discussed in Item 11.

#### Disciplinary Information - Item 9

There have been no criminal or civil actions or administrative or self-regulatory organization proceedings involving C&C or its management persons within the last ten years that are material to a client’s or prospective client’s (or investor’s) evaluation of C&C’s advisory business or the integrity of its management, and that are required to be reported pursuant to the rules of the SEC.

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

##### *Relationships or Arrangements with Related Persons - 10.C*

C&C has no relationships or arrangements that are material to its advisory business or to its clients with related persons except as described below.

*Investment Company or Other Pooled Investment Vehicle - 10.C.2*

C&C acts as an investment manager to the Funds. Such Funds may be organized as limited partnerships whose general partners are affiliates of C&C. Such affiliated general partners generally will receive the Carried Interest from the Funds. The terms of such arrangements are set forth in each Fund's Governing Documents.

C&C manages ten closed-ended Funds, the details of which are set forth below. From time to time, C&C expects to organize, offer, and manage additional Funds (whether closed-ended or open-ended, and registered or exempt under the securities laws). See also "Performance-Based Fees and Side-by-Side Management - Item 6," above, and "Conflicts of Interest - Item 11," below, for a discussion of associated conflicts of interest.

Cressey & Company Fund IV LP ("Fund IV"), is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$25,573,759 in assets under management as of December 31, 2022. Fund IV is organized as a Delaware limited partnership.

CC PF AIV LP (the "PFAIV") is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund V and through which certain of the limited partners of Fund V have elected to make their share of an investment that would otherwise have been made through Fund V. PFAIV is organized as a Delaware limited partnership with \$355,950,934 in assets under management as of December 31, 2022.

Cressey & Company Fund V LP ("Fund V") is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$385,712,215 in assets under management as of December 31, 2022. Fund V is organized as a Delaware limited partnership.

Cressey & Company Friends Fund V LP ("Friends Fund V") is a parallel fund to Fund V in which only investors who are individuals, including individuals who may not be "qualified purchasers," as such term is defined under the Investment Company Act of 1940, as amended, or which are estate planning vehicles for individuals and families, may invest, with \$25,573,759 in assets under management as of December 31, 2022. Friends Fund V is organized as a Delaware limited partnership.

CC PPV AIV, LP (the "PPV AIV") is an alternative investment vehicle formed pursuant to the Amended and Restated Agreement of Limited Partnership of Fund V and through which certain of the limited partners of Fund V have elected to make their share of an investment that would otherwise have been made through Fund V. PPV AIV is organized as a Delaware limited partnership with \$23,210,910 in assets under management as of December 31, 2022.

Cressey & Company Fund VI LP ("Fund VI") is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$803,774,594 in assets under management as of December 31, 2022. Fund VI is organized as a Delaware limited partnership.

Cressey & Company Fund VI-A LP (“Fund VI-A”) is a middle-market private investment fund focused on investing in and building healthcare businesses, with \$544,331,614 in assets under management as of December 31, 2022. Fund VI-A is organized as a Delaware limited partnership.

Cressey & Company Overage Fund VI LP (“Overage Fund VI”) is a middle-market private investment fund formed to invest alongside Fund VI in certain investments that require equity in excess of the appropriate allocation for Fund VI, with \$84,915,146 in assets under management as of December 31, 2022. Overage Fund VI is organized as a Delaware limited partnership.

Cressey & Company Overage Fund VI-A LP (“Overage Fund VI-A”) is a middle-market private investment fund formed to invest alongside Fund VI-A in certain investments that require equity in excess of the appropriate allocation for Fund VI, with \$73,127,356 in assets under management as of December 31, 2022. Overage Fund VI-A is organized as a Delaware limited partnership.

CC VETCOR INVESTOR, LP (“CC Vetcor Investor”) is a middle-market private investment fund formed to hold certain co-investors’ interest in a portfolio company alongside new capital from Fund VI and Fund VI-A, with \$26,230,123 in assets under management as of December 31, 2022. CC Vetcor Investor is organized as a Delaware limited partnership.

In addition to the above, in certain cases, C&C personnel have (or have had) non-controlling interests in a fund sponsor, management company or other private fund investment adviser that is not an affiliate of C&C. C&C monitors such interests for potential conflicts on a case-by-case basis.

*Sponsor or Syndicator of Limited Partnerships - 10.C.11*

See “Investment Company or Other Pooled Investment Vehicles,” above.

*Recommended or Selected Investment Advisers - Item 10.D*

C&C does not recommend or select other investment advisers for its clients.

Code of Ethics, Participation or Interest in Client Transaction and Personal Trading - Item 11

*Description of Code of Ethics*

C&C has adopted a Code of Ethics (the “Code”), pursuant to the rules under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The Code confirms C&C’s fiduciary responsibilities to its clients. The Code states that C&C’s personnel (“C&C Personnel”) must conduct their personal securities transactions in a manner that does not interfere or appear to interfere with any client transactions or otherwise take unfair advantage of their relationship with C&C. The Code contains provisions placing restrictions of C&C Personnel’s ability to engage in personal securities transactions and requires reporting by C&C Personnel of their personal securities holdings and transactions to C&C’s Chief Compliance Officer. C&C provides its Code to any existing or prospective client upon request to Keri Kelly at [kkelly@cresseyco.com](mailto:kkelly@cresseyco.com).

### *Conflicts of Interest*

As noted in Item 8, actual or potential conflicts of interest are expected to arise from time to time in connection with C&C's advisory business. Certain of these conflicts are discussed herein. C&C will attempt to resolve identified conflicts of interest by exercising its good faith judgment considering all factors it deems relevant, including the interests of the applicable Funds with respect to the immediate issue and/or with respect to their longer-term courses of dealing, but in its sole discretion.

#### Conflicts Relating to Allocation of Investment Opportunities

C&C manages multiple investment vehicles that have investment objectives similar to each other. C&C expects that it will in the future establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the Funds. Allocation of available investment opportunities between a Fund and any other Fund, and between a Fund and the TCEP/TCB Funds, is expected to give rise to conflicts of interest.

In connection with its investment activities, C&C expects that it will encounter situations in which it must determine how to allocate investment opportunities among various clients and other persons, which include, but are not limited to, the following:

- the Funds;
- co-investors acting as “co-sponsors” with C&C with respect to a particular transaction; and
- any co-investment vehicles that have been formed to invest alongside any Fund in particular transactions entered into by such fund(s) (the investors in such co-investment vehicles may include employees, business associates and other “friends and family” of C&C or its personnel; individuals and entities that are also investors in one or more Funds; and/or individuals and entities that are not investors in any Funds).

C&C will first determine whether the Funds will participate in an investment opportunity. C&C assesses whether an investment opportunity is appropriate for the Funds based on the Funds' investment objectives, strategies and structure. Prior to making any allocation to a Fund of an investment opportunity, C&C determines what additional factors it believes are likely to restrict or limit the offering of an investment opportunity to the Fund(s). Possible restrictions include, but are not limited to, any contractual obligations to offer an opportunity to a Fund pursuant to such Fund's Partnership Agreement, whether such opportunity is related to an investment previously made by another Fund or TCEP/TCB Fund (e.g., a follow-on investment in a portfolio company in which another Fund or TCEP/TCB Fund has previously invested), legal or regulatory factors that would exclude a particular Fund from participating in an opportunity, and size of the potential investment.

Once the Funds that will participate in a particular investment have been identified, C&C, in its discretion, decides how to allocate such investment opportunity among the identified Funds. In allocating such investment opportunity, C&C reserves the right to consider some or all of a wide range of factors, which include, but are not necessarily limited to, each Fund's investment objectives and investment focus, transaction sourcing, amount of a Fund's

available capital, suitability as a follow-on investment for a current portfolio company of a Fund, any ramp-up period of a newly established Fund and any other relevant limitations imposed or conditions set forth in the applicable Governing Documents of each Fund.

C&C will not allocate investment opportunities based, in whole or in part, on (i) the relative fee structure or amount of fees paid by any Fund or (ii) the profitability of any Fund. There can be no assurance that the application of the factors set forth above will result in a Fund participating in all investment opportunities that fall within its investment objectives.

Once C&C has determined that a Fund will participate in a particular opportunity, C&C will next determine if the amount of an investment opportunity exceeds the amount C&C determines would be appropriate for a Fund (after taking into account any portion of the opportunity allocated by contract to certain participants in the applicable deal, such as co-sponsors, consultants and advisers to C&C and/or the Funds or management teams of the applicable portfolio company, certain strategic investors and other investors whose allocation is determined by C&C in the best interest of the applicable Fund), and C&C reserves the right to offer any such excess to one or more potential co-investors pursuant to the procedures included in such Fund's Governing Documents. Subject to the investment allocation requirements set forth in a Fund's Governing Documents, in general, (i) no investor in a Fund has a right to participate in any co-investment opportunity and investing in a Fund does not give an investor any rights, entitlements or priority to co-investment opportunities, (ii) decisions regarding whether and to whom to offer co-investment opportunities, as well as the applicable terms on which a co-investment is made, are made in the sole discretion of C&C or its related persons or other participants in the applicable transactions, such as co-sponsors, (iii) co-investment opportunities typically will be offered to some but not other investors in a Fund, in the sole discretion of C&C, and C&C reserves the right to offer investors a smaller amount of co-investment opportunities than originally requested, (iv) certain persons other than investors in a Fund (*e.g.*, consultants, members of the C&C Resources Group, joint venture partners, vendors, service providers, persons associated with a portfolio company and other third parties) rather than one or more investors in a Fund, will, from time to time, likely be offered co-investment opportunities, in the sole discretion of C&C, and (v) co-investors will generally purchase their interests in a portfolio company at the same time as a Fund, but C&C reserves the right to sell down or transfer interests from a Fund after such Fund has consummated its investment in the portfolio company post-closing. Further, C&C reserves the right to permit employees or partners of C&C to purchase for their own account up to 1% of the aggregate amount of any securities of a portfolio company otherwise available for purchase (or such other amount as permitted by the applicable Fund's Governing Documents). Additionally, nonbinding acknowledgements of interest in co-investment opportunities do not require C&C to notify the recipients of such acknowledgements if there is a co-investment opportunity.

C&C's exercise of its discretion in allocating investment opportunities among investors in a Fund and third parties often will not result in proportional allocations among such persons, and such allocations often will be more or less advantageous to some such persons relative to other such persons. For example, C&C generally will be incentivized to offer a co-investment opportunity to certain persons over others based on its economic arrangement with such persons. While C&C will determine how to allocate investment opportunities in good faith, considering such factors as it deems relevant (including, but not limited to, whether the co-



investor will invest in future funds sponsored by C&C, C&C's perception of past experiences and relationships with the potential co-investor, C&C's expectations regarding the amount of negotiations required in connection with a potential co-investment party's commitment, the character and nature of the co-investment opportunity (including the potential co-investment amount, structure, geographic location, tax characteristics and relevant industry), the level of demand for participation in such co-investment opportunity, C&C's perception of whether the investment opportunity will subject the potential co-investment party to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens that make it less likely that the other account or person would act upon the investment opportunity if offered, C&C's evaluation of the size and financial resources of the potential co-investor, and C&C expects that the evaluation of whether the profile or characteristics of the potential co-investor will have an impact on the viability or terms of the proposed investment opportunity), but in its sole discretion, there can be no assurance that the actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which C&C is subject, discussed herein, did not exist. C&C also reserves the right to agree with certain investors via Side Letters or other agreements to provide certain terms with respect to co-investments that might be more favorable than terms provided to other co-investors.

In addition, principal executive officers and other personnel of C&C invest directly and indirectly in Funds and therefore participate indirectly in investments made by the Funds in which they invest. Such interests will vary Fund by Fund. The existence of these varying circumstances is expected to present potential conflicts of interest in determining how much, if any, of certain investment opportunities to offer to a Fund.

In the event that C&C determines to offer an investment opportunity to potential co-investors, there can be no assurance that C&C will be successful in offering a co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for a Fund or that expenses incurred by a Fund with respect to the syndication of the co-investment will not be substantial. Further, it is possible that a potential co-investment party will experience financial, legal or regulatory difficulties and, from time to time, will have economic, tax, regulatory, contractual or other business interests or goals that are inconsistent with those of a Fund and, as a result, such co-investment party may take a different view from C&C as to appropriate strategy for an investment or may be in a position to take a contrary action to a Fund's investment objective. In the event that C&C is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, a Fund may consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the relevant Fund, and C&C expects to be subject to potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the relevant Fund because (i) co-invest opportunities generally appeal to Fund investors and third parties, (ii) to the extent co-investments made by Fund investors are not subjected to Advisory Fees and/or performance-based compensation, co-investments blend the effective rates of compensation paid by such persons and (iii) co-investors' proportionate share of a particular investment typically is not

subject to the Advisory Fee offset provisions of a Fund's Governing Documents. In order to facilitate the acquisition of a portfolio company, a Fund reserves the right to make (or commit to make) an investment in the company with a view to selling a portion of the investment to co-investors or other persons prior to or following the closing of the acquisition. In such event, the relevant Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms, including for example the risk that a portion of the investment will be syndicated at reduced cost, at cost, or at a lower amount at a time when the General Partner believes the value of such investment has appreciated or should be higher than that paid (or willing to be paid) by a co-investor. To the extent such a syndication is made, the General Partner's interest in limiting the Fund's exposure to a given investment while providing a potential benefit to co-investors investing at such lower values will give rise to a potential conflict of interest. As a consequence of a failed co-investment syndication process or a co-investment syndication on unattractive terms, the relevant Fund would be required to (i) bear the entire portion of any break-up, topping or other fees, costs and expenses related to such investment (including the proportionate share of such amounts that were expected to have been borne by co-investors), (ii) hold a larger-than-expected investment in such portfolio company, (iii) receive less-than-fair-market value for the syndicated portion of the investment and/or (iv) be diluted or realize lower than expected returns from such investment.

#### Conflicts Relating to Secondary Transfers

To the extent C&C has discretion over a secondary transfer of interests in a Fund pursuant to such Fund's Governing Documents, or is asked to identify potential purchasers in a secondary transfer, C&C will do so in its sole discretion, generally taking into account factors that include, but are not necessarily limited to: C&C's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations; C&C's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationship that may provide indirectly longer-term benefits (including strategic, sourcing or similar benefits) to current or future Funds and/or C&C; C&C's expectations regarding the amount of negotiations required in connection with a potential purchaser's investment; whether the potential purchaser would subject C&C, the applicable Fund or their affiliates to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens; requirements in such Fund's Governing Documents; and such other facts as C&C deems appropriate under the circumstances in exercising such discretion. C&C reserves the right to consider a purchaser's potential investment into another Fund (including any commitment to a future fund), but such factor will not be the sole determining factor considered by C&C in determining whether to grant or withhold its consent to a secondary transfer of interests in a Fund.

#### Conflicts Relating to Purchases and Sales

Potential conflicts are expected to arise when a Fund makes investments in conjunction with an investment being made by other Funds, or in a transaction where another Fund or a TCEP/TCB Fund has already made an investment. Investment opportunities are, from time to time, appropriate for the Funds at the same, different, or overlapping levels of a portfolio company's capital structure. Conflicts are also expected to arise when determining the terms of investments, particularly where these Funds invest in different types of securities in a single

portfolio company. Questions are expected to arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced. Decisions about what action should be taken in a troubled situation, including whether or not to enforce claims, whether or not to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any work-out or restructuring are expected to raise potential conflicts of interest, particularly in Funds that have invested in different securities within the same portfolio company. A Fund is authorized to invest in bank debt and securities of companies in which another Fund or TCEP/TCB Fund hold securities, including equity securities. In the event that such investments are made by a Fund, the interests of a Fund are expected to be in conflict with the interest of such other Fund, particularly in circumstances where the underlying company is facing financial distress. The involvement of such persons at both the equity and debt levels could inhibit strategic information exchanges among fellow creditors. In certain circumstances, a Fund may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. In addition, a potential conflict is expected to arise in allocating an investment opportunity if the potential investment target could be acquired by either a Fund or a portfolio company of a Fund or TCEP/TCB Fund. Investments by more than one Fund in a portfolio company will also raise the risk of using assets of a Fund to support positions taken by other Funds, or that a Fund may remain passive in a situation in which it is entitled to vote. C&C also expects from time to time to express inconsistent or contrary views of commonly held investments or of market conditions more generally. Employees and related persons of C&C and its affiliates have made and are in the future expected to make capital investments in or alongside certain Funds or TCEP/TCB Funds, and therefore, from time to time, will have additional conflicting interests in connection with these investments. In addition, under certain circumstances officers, principals and employees are authorized to buy securities in transactions offered to, but rejected by, the Funds. A potential conflict of interest is expected to arise because such investing personnel will, for some investments, benefit from the evaluation, investigation and due diligence undertaken by C&C on behalf of the Fund. In such circumstances, the investing personnel will share or reimburse the relevant Fund(s) and/or C&C for any expenses incurred in connection with the investment opportunity in a manner determined by C&C to be fair and equitable. In addition, officers and employees are also authorized to buy securities in other investment vehicles (including private equity funds, hedge funds, real estate funds and other similar investment vehicles), which have the potential to include potential competitors of the Funds. The transactions described above are subject to the policies and procedures set forth in the Code and investors will not benefit from any such investments. The investment policies, fee arrangements and other circumstances of these investments are expected to vary from those of the Funds. If officers, principals and employees of C&C have made large capital investments in or alongside the Funds they will have conflicting interests with respect to these investments. While the significant interests of the officers and employees of C&C generally aligns the interest of such persons with the Funds, in some circumstances such persons will have differing interests from the Fund with respect to such investments (for example, with respect to the availability and timing of liquidity). There can be no assurance that the return of a Fund would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

A Fund reserves the right to invest in opportunities that other Funds have declined, and likewise, a Fund reserves the right to decline to invest in opportunities in which other Funds have invested.

From time to time C&C reserves the right, in its discretion, to enter into transactions with investors in one or more Funds or TCEP/TCB Funds to dispose of all or a portion of certain investments held by one or more Funds or TCEP/TCB Funds. In exercising its discretion to select the purchaser(s) of such investments, C&C is authorized to consider some or all of the factors listed above under “Conflicts Relating to Allocation of Investment Opportunities.”

In certain cases, C&C will cause a Fund to purchase investments from another Fund or a TCEP/TCB Fund, or cause a Fund to sell investments to another Fund or a TCEP/TCB Fund. Such transactions are expected to create potential conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Fund may not receive the best price otherwise possible, an C&C will have an incentive to improve the performance of one fund by selling underperforming assets to another fund in order, for example, to earn fees. Additionally, in connection with such transactions, C&C, its affiliates and/or their professionals (i) will generally have significant investments, or intentions to invest, in the Fund that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). C&C and its affiliates will generally receive Advisory Fees or other fees in connection with their management of the relevant Funds involved in such a transaction, and generally are entitled to share in the investment profits of the relevant Funds.

To address conflicts arising from such purchases and sales, a Fund’s Governing Documents generally requires the approval of certain transactions in which a Fund invests in an existing portfolio company of another Fund or TCEP/TCB Fund or purchases an investment from another Fund or TCEP/TCB Fund. Receipt of any such approval shall satisfy C&C’s good faith requirement, and any other applicable duty to a Fund or its investors.

The Funds will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Fund agrees that upon the closing of a transaction with respect to a potential portfolio company, it will purchase equity securities in a transaction. Furthermore, in certain instances the Funds will also enter into limited guarantee arrangements whereby, subject to any applicable documentation, a Fund agrees that if a transaction with respect to a potential portfolio company is not consummated, it will pay a percentage of the total value of the transaction as a “reverse termination fee” to the seller entity. While certain co-investment vehicles with investments contractually tied to the Fund are generally obligated to pay their proportionate share of the equity purchase price and/or the reverse termination fee (whether pursuant to the applicable Funds’ Governing Documents or otherwise), such co-investment vehicles are generally not direct parties to the equity commitment arrangements or limited guarantees. Therefore, in the unlikely event that a co-investment vehicle defaults on such arrangement, the Fund would be held responsible for the entire equity purchase price or reverse termination fee, as applicable.

The Funds, from time to time, co-invest with third-parties through partnerships, joint ventures or other similar entities or arrangements. These investments involve risks that would not otherwise be present in investments where a third-party is not involved. Such risks include, among other things, the possibility that the third-party has differing economic or business

goals than those of the Fund, or that the third-party is in a position to take actions that are inconsistent with the investment objectives of the Funds. There may also be instances where the Funds will be liable for the actions of such third-party co-investors. There can be no assurance that the return of a Fund participating in a transaction with a third party would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

#### Conflicts Relating to Services Provided to Portfolio Companies

C&C receives certain fees and reimbursements from actual or prospective portfolio companies or other investment vehicles of a Fund and the opportunity to earn these fees and receive these reimbursements creates a conflict of interest between C&C, on the one hand, and a Fund and its investors, on the other hand, because the amounts of such fees and reimbursements in some instances are expected to be substantial, a Fund and its investors do not have an interest in C&C and the rights of a Fund and its investors to these fees and reimbursements is limited to the sharing arrangements described above. C&C will determine, in good faith but in its discretion, the cost of obtaining services similar to the management, advisory and similar services it provides to portfolio companies of a Fund. Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by C&C, are reimbursed by a Fund and/or its portfolio companies, C&C will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

Employees of C&C often serve as directors of portfolio companies. While conflicts of interest are expected to arise in the event that such employee's fiduciary duties as a director conflicts with those of the Fund, it is expected that the interests will be aligned. Additionally, such employees (other than members of the C&C Resources Group as described below) are required to remit any remuneration they receive as directors to the applicable Funds as described in Item 5 above. Decisions made by a director are expected to subject C&C, its affiliates or the Funds to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims.

In addition to other consultants and service providers retained by a Fund or its portfolio companies, as described above, portfolio companies and/or the Funds typically pay fees to and reimburse expenses of certain consultants, operating partners and other persons who provide specialized services and consulting services to one or more portfolio companies of a Fund or sourcing or pre-acquisition diligence services to a Fund (the "C&C Resources Group"). Specific terms relating to the compensation and utilization of the C&C Resources Group differ among the funds (see each Fund's Governing Documents). Members of the C&C Resources Group typically are retained by C&C (or an affiliate) on behalf of a Fund or portfolio company. Persons designated as members of the C&C Resources Group by C&C include (or are expected to include) third-party consultants, "strategic partners," "executive partners," "senior advisors," employees of C&C or its affiliates and such other persons as it may designate from time to time as C&C Resources Group members in its discretion and subject to applicable provisions of a Fund's Governing Documents. Additionally, C&C is permitted to designate certain employees of C&C or its affiliates from time to time (permanently or on a temporary basis) as a member of the C&C Resources Group to the extent such persons are acting in a non-investment capacity (as determined by the relevant general partner in its good faith discretion) and there will be circumstances in which such persons also split their time as

a member of the C&C Resources Group and as an investment professional of C&C, its affiliates or other sponsor firms (including other firms with which C&C may be associated). The C&C Resources Group is expected from time to time to include current or former employees of C&C or certain portfolio companies, and in some circumstances former C&C Resources Group members are expected to become C&C employees or employees of portfolio companies. Consequently, the designation of an individual as a member of the C&C Resources Group is expected to vary and/or be revisited from time to time, which poses potential conflicts of interest where certain changes in status or categorization would reduce costs that C&C otherwise would be required to bear. C&C partners have been a member of the C&C Resources Group in the past been (and may again in the future be) members of the C&C Resources Group. Members of the C&C Resources Group from time to time are expected to provide manufacturing, sales, marketing, technology, human resources, acquisition integration/rationalization and/or other operations services, acquisition or other due diligence or similar services permitted by the applicable Fund's Governing Documents (the "C&C Resources Group Services") to Funds, any alternative investment vehicle or any portfolio company or prospective portfolio company. As permitted under a Fund's Governing Documents, the fees and expenses relating to the C&C Resources Group Services generally will be paid and/or reimbursed by applicable portfolio companies or a Fund, and as further described in each Fund's Governing Documents, such fees and expenses generally do not offset or reduce such Fund's Advisory Fee. The use of the C&C Resources Group is expected to fluctuate and/or expand over time.

Compensation paid to members of the C&C Resources Group generally includes, but is not limited to, cash fees, retainers, transaction fees, a profits or equity interests in a portfolio company, incentive equity and stock awards, profits or equity interests in one or more Funds or GPs, a share of proceeds upon sale of a portfolio company, remuneration from C&C and/or its Funds or affiliates and/or other incentive-based compensation, which typically is determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the C&C Resources Group member, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company and/or a percentage of cash flows from such company. Compensation in the form of profits or equity interests in a portfolio company or intermediate holding company generally has a dilutive impact on the Fund's investment, and has the potential to result in economic effects greater than the original amount of compensation. To the extent that the C&C Resources Group are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain portfolio companies or Funds will bear a greater share of such compensation due to the utilization of the C&C Resources Group's services at a time when fewer portfolio companies or Funds make use of the C&C Resources Group. Under these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of work product prepared. Additionally, portfolio companies from time to time will provide opportunities for C&C Resources Group members to invest in such portfolio company and reimburse costs and expenses incurred by such members. Such investment opportunities, reimbursements and other compensation paid to a C&C Resources Group member will not offset a Fund's Advisory Fee. The amount of compensation paid to the C&C Resources Group for C&C Resources Group Services will be determined at the discretion of C&C taking into account the particular services and such other factors as C&C in its sole discretion determines are reasonable under the circumstances in accordance with the applicable Fund's Governing

Documents (for the avoidance of doubt, such compensation may be greater than or less than amounts charged by other providers for comparable services). C&C's determination as to the categorization and allocation is a C&C Resources Group Service, the categorization of any fees and expenses and the allocation of such fees and expenses shall be binding on a Fund and its investors. The permitted C&C Resources Group Services or the maximum C&C Resources Group compensation is expected to vary by Fund, which subjects C&C to potential conflicts of interest in determining how to best allocate the time and services of C&C Resources Group members.

### Principal Transactions

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

### Conflicting Interests of Investors

A Fund is likely to have a diverse range of investors and from time to time C&C expects that such investors will have conflicting interests stemming from differences in investment preferences, tax status and regulatory status. C&C will consider the objectives of a Fund and its investors as a whole when making investment decisions with respect to the selection, structuring and sale of portfolio investments. However, such decisions may be more beneficial for one investor than for another investor.

### Side Letter Agreements; Advisory Committee Rights

A Fund or C&C often enters into Side Letters with one or more of its investors providing such investors with different or preferential rights or terms, including, but not limited to, different or preferential information and reporting rights, waiver of certain confidentiality obligations, economics, fee structures or arrangements (including discounted or rebated compensation terms, modified waterfall mechanics and/or receipt of a portion of C&C's compensation, none of which generally will be subject to the "most-favored nation" provisions of a Fund's Governing Documents), rights to serve on the Fund's advisory committee, confidentiality protections, disclosure rights, modification of default remedies, investment pacing restrictions, excuse or exclusion rights, priority co-investment rights or targeted co-investment amounts, liquidity or transfer rights and certain rights or terms necessary in light of particular legal, regulatory or policy requirements of a particular investor, as well as economic procedural and other terms. C&C is likely to have its own economic and/or other business incentives to provide certain terms to certain limited partners, *e.g.*, based on commitment amount to a Fund or the timing thereof, the ability of a limited partner to provide sourcing or other services to C&C, its affiliates and personnel or the Funds, or the potential to establish, recognize,

strengthen or cultivate relationships that have the potential to provide longer-term benefits to C&C, its affiliates and personnel, or the Funds. Further, Side Letters may also relate to strategic relationships under which an investor agrees to make Commitments to multiple Funds. Side Letters subject C&C to potential conflicts of interest, including in circumstances where an investor's right to serve on the relevant Fund's advisory committee results in the investor receiving additional information relative to other investors. To the extent an investor is subject to statutory or other limitations on indemnification, or otherwise negotiates rights relating thereto, other investors may be subject to increased losses, or be required to bear an increased portion of indemnification amounts. Other Side Letter rights are likely to confer benefits on the relevant limited partner at the expense of the relevant Fund or of limited partners as a whole, including in the event that a Side Letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Fund.

Such Side Letters also have the effect of altering, or supplementing the terms of, a Fund's Governing Documents. The terms contained in a Side Letter with one or more investors in a Fund shall govern with respect to such investors notwithstanding the provisions of the Fund's Governing Documents. Except to the extent required by a Fund's Governing Documents, C&C generally does not have an obligation to disclose the existence of such arrangements to a Fund's investors, and as a general matter, the other investors have no recourse against a Fund, the relevant GP or any of their affiliates in the event that certain investors have received additional and/or different rights and/or terms as a result of such Side letters.

As a consequence of one or more limited partners being excused or excluded, or from regulatory, tax or other factors altering or limiting their participation in investments or ability to bear certain liabilities or obligations, the aggregate returns realized by participating or non-participating limited partners could be adversely affected in a material manner by the unfavorable performance of particular investments; similar considerations apply in the event a limited partner defaults on a drawdown in respect of an investment. Although C&C believes it to be unlikely, excuse or other rights requested or received by one or more limited partners (or such regulatory, tax or other factors applicable to such limited partners) representing a substantial percentage of a Fund have the potential to create significant variations in limited partner investment returns or exposures to liabilities or obligations, or to influence or affect the investment strategy and pursuit of investment opportunities by the General Partner on behalf of the relevant Fund as a whole. A limited partner's voting rights for regulatory or other reasons can be limited in circumstances specified in the Governing Documents; conversely, a limitation on one or more limited partners' voting rights generally will increase the voting rights percentage of other limited partners in the relevant Fund. Further, limited partners with different domiciles or tax categorizations could receive different investment returns or amounts of tax basis and/or pay different levels of expenses, *e.g.*, based on tax savings or ownership of alternative investment vehicle, "blocker" or other structures used to facilitate their investments in, through or below a Fund.

Generally, each Fund has established an advisory committee, consisting of representatives of investors. A potential conflict of interest is expected to exist when some, but not all limited partners, are permitted to designate a member to the advisory committee. The advisory committee, depending on the applicable Fund's Governing Documents, may also have the ability to approve conflicts of interests with respect to C&C and the applicable Fund, which could be disadvantageous to the investors, including those investors who do not designate a



member to the advisory committee. Certain members of a Fund's advisory committee may have various business and other relationships with the Adviser and its partners, employees and affiliates. These relationships, if they exist, are expected to influence the decisions made by such members of such advisory committee.

Certain members of a Fund's advisory committee are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in another Fund. In such instances, a conflict of interest exists to the extent the Funds on which such overlapping advisory committee members have conflicting interests and such advisory committee members are requested to provide their consent with respect to such conflicts of interest and will not recuse themselves from any such vote.

#### Business with Portfolio Companies and Investors

Given the collaborative nature of C&C's business and the portfolio companies in which the Funds have invested, there are often situations where C&C is in the position of recommending the services of a portfolio company to other portfolio companies, which generally will involve fees, commissions, servicing payments and/or discounts to C&C, an affiliate or a portfolio company. In most cases, the relevant Fund(s) will not consent, participate in the negotiations or be directly involved in such arrangements. Under these circumstances, C&C expects to have a potential conflict of interest in making such recommendations, in that C&C has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for the Funds, while the products or services recommended will not necessarily be the best available to the portfolio companies held by the Funds. The benefits received by a portfolio company providing a service may be greater than those received by the Fund(s) and its portfolio companies receiving the service. C&C also will have an incentive to recommend the products or services of certain investors in the Funds, certain third parties or their related businesses to the Funds or their portfolio companies for use or purchase, even though the products or services recommended will not necessarily be the best available to the Funds or the portfolio companies.

Portfolio companies controlled by a Fund are expected to provide services to certain Fund investors or prospective investors. Under those circumstances, C&C will have an incentive to cause the portfolio company to favor those investors relative to other portfolio company clients or customers in terms of pricing or otherwise, which could adversely affect the portfolio company's profitability to the Fund. Additionally, the portfolio company could recommend to its clients or customers that they invest in a Fund.

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

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

In certain instances, a Fund's portfolio company is expected to compete with, be a customer of or be a service provider to another Fund's portfolio company. In providing advice to a portfolio company's business, C&C is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Funds. As a result, a potential conflict of interest is expected to arise in these instances because advice and recommendations provided by C&C to a portfolio company has the potential to have adverse consequences to a separate portfolio company owned by another Fund.

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

C&C and/or its affiliates reserve the right to engage certain service providers to provide services to C&C, the Funds and/or portfolio companies, including services during the due diligence and acquisition process. Such service providers are expected to be, in certain circumstances, investors in a Fund or affiliates of such investors and include, for example, investment or commercial bankers, outside legal counsel, pension consultants and/or other investors who provide services (including mezzanine and/or lending arrangements). The engagement of any such service provider may be concurrent with an investor's admission to a Fund, or during the term of such investor's investment in the Fund. This creates a conflict of interest, as C&C has an incentive to give such investor preferred economics or other terms

with respect to its investment in a Fund or offer such investor co-investment opportunities that it would not otherwise offer to such investor.

Additionally, from time to time employees of C&C or its affiliates, and/or their family members or relatives, are expected to have ownership, employment or other interests in such service providers. These relationships have the potential to influence C&C in determining whether to select, or recommend such service provider to perform services for a Fund or a portfolio company. C&C will have a conflict of interest with the Funds in recommending the retention or continuation of a service provider to the Funds or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in Funds or will provide C&C information about markets and industries in which C&C operates or is interested or will provide other services that are beneficial to C&C. Although C&C selects service providers that it believes will enhance portfolio company performance (and, in turn, the performance of the relevant Fund(s)), there is a possibility that C&C, because of financial, business interest or other reasons, will favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. While C&C often does not have visibility or influence regarding advantageous service rates or arrangements, there will be situations in which C&C receives more favorable service rates or arrangements than the Funds or their portfolio companies.

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

#### Other Activities of the Investment Team

Certain approved members of the C&C investment team are generally required to devote substantially all of their business time to the affairs of a Fund (and any parallel funds) during its investment period except for business time devoted to other Funds that were previously formed (including TCEP/TCB Funds they currently advise and manage) or that are permitted to be formed under the Governing Documents of the applicable Fund, and are thereafter required to devote an appropriate amount of their time to such Fund as C&C reasonably determines, in each case as set forth in the Governing Documents of the applicable Fund. The other members of the C&C investment team are not required to devote all their time to the affairs of a Fund and currently advise and manage, and will from time to time in the future advise and manage, other investments and investment vehicles, including, without limitation, the Funds and the TCEP/TCB Funds, and funds that C&C expects to raise in the future. Additionally, all members of the C&C investment team will, subject to the Governing Documents of the applicable Fund(s), undertake other activities during their non-business time, such as charitable activities and making and managing personal investments, including of the type made by such Fund. To the extent an advisory opportunity is received that is unsuitable for a Fund, in C&C's sole discretion, C&C and its personnel reserve the right to refer such opportunity to third parties or to make personal investments in the relevant opportunity. Conflicts of interest are expected to arise in allocating time, services or functions of these officers and employees. The performance of a Fund could be adversely affected by the other professional or personal commitments of

members of the C&C investment team. C&C personnel (unless restricted by a Fund's Governing Documents), members of the DEC and/or members of the C&C Resources Group are permitted to serve on boards or act in other roles unaffiliated with C&C, the Funds or their portfolio companies, including boards of charitable and educational institutions, public companies and former portfolio companies, and receive compensation in connection with such services and roles, none of which will offset or otherwise reduce Advisory Fees.

C&C reserves the right to consider or reject an investment opportunity on behalf of the Funds, and members of the C&C investment team or their affiliates, including affiliates of C&C, are authorized to subsequently determine to make an investment in the same company subject to any limitations in the applicable Fund's Governing Documents. A conflict of interest arises because such other fund or investor will likely, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by C&C on behalf of the original Fund considering the investment. In such circumstances, the benefitting fund or funds will not be required to reimburse the original Fund for expenses incurred in connection with researching such investment. Moreover, C&C reserves the right in the future to reconsider a different investment in such company on behalf of the Funds or a portfolio company of a Fund may consider an acquisition of, merger with, or other investment in such company. In such circumstances, C&C will be subject to potential conflicts of interest that could be unavoidable, particularly if the investment made by C&C and/or such other persons does not provide for majority control. In such cases, C&C would seek to resolve the conflict consistent with the applicable Fund's Governing Documents and its fiduciary obligations.

#### Fee Structure

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

Additionally, as discussed above in Item 6, the GPs of the Funds are entitled to Carried Interest under the terms of the Governing Documents of such Funds. Such GPs are affiliates of C&C. The existence of the GPs' Carried Interest creates an incentive for the GPs to cause such Funds to make more speculative investments than they would otherwise make in the absence of performance- based compensation.

#### Fund-Level Borrowing

The Funds from time to time borrow funds or enter into other financing arrangements for various reasons, including, without limitation, to pay fund expenses, pay advisory fees, make or facilitate new or follow-on investments (including borrowings pending receipt of capital contributions from investors), make payments under hedging transactions or cover any shortfall resulting from an investor's default or exclusion. If a Fund borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would be used for all limited partners in such Fund on a pro-rata basis, including the applicable GP. In addition, credit facilities for certain Funds are available to provide borrowed funds directly to the portfolio companies of such Funds, in which case such borrowed funds would be guaranteed by such Funds.

To the extent the Fund uses borrowed funds in advance or in lieu of capital contributions, the Fund's investors generally make correspondingly later capital contributions, but the Fund will bear the expenses of interest on such borrowed funds. As a result, the Fund's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and may make net IRR calculations higher than it otherwise would be without fund-level borrowing as these calculations generally depend on the amount and timing of capital contributions. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the Carried Interest received by the applicable GP by decreasing the amount of distributions from the Fund that are required to be made to Fund investors in satisfaction of any preferred return. The applicable GP therefore has a conflict of interest in deciding whether to borrow funds because such GP may receive disproportionate benefits from such borrowings.

Borrowing by a Fund will generally be secured by capital commitments made by the limited partners to the Fund and/or by the Fund's assets, and documentation relating to such borrowing may provide that during the continuance of a default under such borrowing, the interests of the investors may be subordinated to such Fund-level borrowing. Moreover, tax-exempt investors should note that the use of borrowings by the Fund may cause the realization of "unrelated business taxable income."

#### Other Conflicts of Interest

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

C&C has in the past and expects in the future, in its discretion, to recommend to a Fund or to a portfolio company of a Fund that it contract for services with certain service providers, and from time to time such service providers are expected to include: (i) C&C or a related person of C&C (which may include a portfolio company of such Fund); (ii) an entity with which C&C or its affiliates or current or former members of their personnel has a relationship or from which C&C or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where C&C personnel are seconded, or from which C&C receives secondees; or (iii) certain limited partners or their affiliates. For example, C&C expects to be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain limited partners or their affiliates that are engaged in lending or related business. This discretion subjects C&C to conflicts of interest, because although C&C selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund, C&C has a potential incentive to recommend the related or other person (including a limited partner) because of its

financial or other business interest. There is a possibility that C&C, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or C&C), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. C&C will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses. Although C&C generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality, sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Whether or not C&C has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

A Fund reserves the right to hold “plan assets” subject to ERISA. With respect to those plan assets, if any, C&C and certain affiliates may be classified as “fiduciaries” under ERISA. ERISA imposes certain general and specific responsibilities and restrictions on fiduciaries with respect to plan assets. As a result, a Fund may be restricted from entering into certain transactions if the investment would violate ERISA with respect to that Fund, or may be obligated to take certain actions or refrain from taking certain actions in order to avoid a violation of ERISA with respect to a Fund. Pursuant to the Funds’ Governing Documents, the GPs may be required to return excess amounts of Carried Interest as a “clawback.” This clawback obligation creates an incentive for a GP to defer disposition of one or more investments or delay the liquidation of a Fund if the disposition and/or liquidation would result in a realized loss to the Fund or would otherwise result in a clawback situation for the GP.

C&C and the Funds will generally engage common legal counsel and other advisers in a particular transaction, including a transaction in which there are potential conflicts of interest. Members of the law firms engaged to represent the Funds may be investors in a Fund, and may also represent one or more portfolio companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds, C&C and/or its affiliates, the parties may engage separate counsel in the sole discretion of C&C and its affiliates, and in litigation and other circumstances separate representation may be required. Additionally, C&C and the Funds and the portfolio companies of the Funds will, from time to time, engage other common service providers. Although typically not the case, in certain circumstances, the service provider will charge varying rates or engage in different arrangements for services provided to C&C, the Funds and/or the portfolio companies. This is expected to result in C&C receiving a more favorable rate on services provided to it by such a common service provider than those payable by the Funds and/or the portfolio company, or C&C receiving a discount on services even though the Funds and/or the portfolio companies receive a lesser, or no, discount. This creates a conflict of interest between C&C, on the one hand, and the Funds and/or portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that C&C will favor the engagement or continued engagement of such persons if it receives a benefit from such service providers, such as lower fees, that it would not receive absent the engagement of such service provider by the Funds and/or the portfolio companies.

In connection with its services to the Funds and their investments, C&C, its affiliates and personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of C&C's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, C&C and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to a Fund's or a portfolio company's (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, "C&C Information"). In many cases, C&C Information will include tools, procedures and resources developed by C&C to organize or systematize C&C Information for ongoing or future use. Although C&C expects its Funds and their portfolio companies generally to benefit from C&C's possession of C&C Information, it is possible that any benefits will be experienced solely by other or future Funds or portfolio companies (or by C&C and its personnel) and not by the relevant Fund or portfolio company from which C&C Information was originally received. C&C Information will be the sole intellectual property of C&C and solely for the use of C&C. C&C reserves the right to use, share, license, sell or monetize C&C Information, without offset to Advisory Fees, and the relevant Fund or portfolio company will not receive any financial or other benefit of such use, sharing, licensure, sale or monetization. Additionally, expenses relating to the Funds or portfolio companies are expected to be charged using credit cards or other widely available third- party rewards programs that provide airline miles, hotel stays, travel rewards, traveler loyalty or status programs, "points," "cash back," rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programs. Such terms are expected to vary from time to time, and any such rewards (whether or not *de minimis* or difficult to value) generally will inure to the benefit of the personnel participating in the rewards program, rather than the portfolio companies, the Funds or their respective investors; no such rewards will offset Advisory Fees.

Certain portfolio companies of the Funds are, or have been, counterparties or participants in agreements, transactions or other arrangements with C&C, its affiliates, other portfolio companies of the C&C's clients, to receive favorable procurement terms, including fees, servicing payments, rebates, discounts or other financial benefits. C&C is often eligible to receive favorable terms for its procurement due in part to the involvement of its portfolio companies in such arrangements, and any discounted amounts will not be subject to Advisory Fee offsets or otherwise shared with the relevant Funds.

In certain circumstances, such as those relating to short-or long-term portfolio company cash or liquidity needs, and regardless of whether the portfolio company is undergoing financial stress, C&C reserves the right to accrue, defer or forego payments of Other Fees. In such cases, in accordance with the applicable Fund's Governing Documents, investors will not receive the benefit of Advisory Fee offsets with respect to such amounts until they are actually received.

For more information regarding potential conflicts of interest, please see the respective Fund's Governing Documents.

Investors may be introduced to C&C, or may be brought in a Fund, by a third-party consultant from which C&C or a related person purchase products and to which C&C or a related person may make payments, including in connection with conferences sponsored or hosted by the third-party consultant.

Subject to a Fund's Governing Documents, a Fund's General Partner generally is permitted to receive a distribution in kind from the Fund, including in connection with investment dispositions or the payment in kind of amounts owed to the General Partner as carried interest (which generally will be made using the value of the relevant securities on the date of contribution). In such circumstances, there is a potential conflict of interest between the General Partner (and its beneficial owners) and the relevant Fund's limited partners. For example, the General Partner and its beneficial owners may intend to hold the investment for a different time period than C&C deems suitable for the Fund. Although the General Partner and its beneficial owners bear the risk that such securities will decrease during their holding period, to the extent the value of the relevant securities increases following the Fund's disposition thereof, neither the relevant Fund nor its limited partners will benefit from the increase, and over time the economic benefit to the General Partner and its beneficial owners could exceed the value of the General Partner's pro rata interest in the Fund and the amount of carried interest owed. To the extent the beneficial owners of the General Partner contribute such securities to a charity (including to a private foundation or other charitable organization associated with, operated or chosen by such persons or their families), any tax efficiencies or other personal benefits associated with the contribution will inure to the benefit of such beneficial owners rather than to the Fund or its limited partners.

The Adviser reserves the right to cause one or more Funds to purchase, and/or bear premiums, fees, costs and other expenses (including any expenses or fees of insurance brokers), for partnership expenses to insure the applicable Funds, the applicable GP, C&C and/or their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties, against liability in connection with the activities of the Funds. This typically includes a portion of any premiums, fees, costs and expenses for one or more "umbrella" or other insurance policies maintained by C&C that cover one or more Funds and/or C&C (including their respective directors, officers, employees, agents, representatives, members of the advisory committee and other indemnified parties). C&C will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella" or other insurance policies among one or more Funds, and/or C&C, and reserves the right to make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in a Fund bearing less (or more) premiums, fees, costs and expenses for insurance policies. The relevant liability standards under insurance coverage procured by C&C are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages from time to time are expected to vary from relevant liability and/or indemnity standards in the Governing Documents. Investors generally will be responsible for insurance premiums, as set forth in the Governing Documents, regardless of whether the liability and/or indemnity standards in C&C's insurance coverage are higher or lower than that set forth in the Governing Documents.

#### Brokerage Practices - Item 12

*Factors Considered in Selecting or Recommending Broker-Dealers for Client Transactions - Item 12.A*



C&C focuses on securities transactions of private companies and generally purchases and sells such companies through privately-negotiated transactions in which the services of a broker dealer may be retained. However, C&C reserves the right to distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, such as where a public trading market exists. Although C&C doesn't intend to regularly engage in public securities transactions, to the extent it does so, it intends to follow the broker practices described below.

As the investment manager to the Funds, C&C is responsible for choosing the broker-dealers used for the Funds' securities transactions. To the extent that the Funds utilize broker-dealers, purchase and sale transactions for the Funds are generally allocated to broker-dealers on the basis of best execution, including the ability to achieve prompt and reliable executions and competitive pricing, the operational efficiency with which transactions are effected and the financial stability and reputation of the particular broker-dealer. "Best execution" means obtaining for a fund account the lowest total cost (in purchasing a security) or highest proceeds (in selling a security), taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer.

In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, C&C takes into account all factors that it deems relevant to the broker's or dealer's execution capability, including, by way of illustration, the price, size of the transaction, nature of the market for the security, amount of the commission, timing of the transaction taking into account market prices and trends, reputation, experience and financial stability of the broker or dealer, and quality of service rendered by the broker or dealer in other transactions. In addition, C&C reserves the right to consider the use of Electronic Communications Networks ("ECNs") when placing trades on behalf of the Funds. When purchasing or selling over-the-counter securities with market makers, C&C generally seeks to select market makers it believes to be actively and effectively trading the security being purchased or sold. Notwithstanding the foregoing, given the Funds' investment strategy, C&C anticipates very infrequent use of broker-dealers.

1. *Research and Other Soft Dollar Benefits.*

C&C does not use client brokerage commissions to obtain research or other products or services.

2. *Brokerage for Client Referrals.*

Given the nature of its advisory services, C&C does not contemplate considering client referrals as a factor when selecting a broker-dealer.

3. *Directed Brokerage.*

Given the nature of its advisory services, C&C does not contemplate utilizing directed brokerage arrangements on behalf of its clients.

*Aggregation of Trades - Item 12.B*

C&C focuses on securities transactions of private companies and generally purchases and sells such companies through privately-negotiated transactions in which the services of a broker

dealer may be retained. However, C&C reserves the right to distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, such as where a public trading market exists. C&C and its affiliates reserve the right to aggregate (or bunch) the orders of more than one Fund for the purchase or sale of the same publicly traded security. C&C often employs this practice because larger transactions generally enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. C&C and its affiliates reserve the right to combine orders on behalf of Funds with orders for other Funds for which it or its affiliates have trading authority, or in which it or its affiliates have an economic interest. In such cases, C&C and its affiliates generally aggregate trade orders for publicly traded securities so that each participating Fund will receive the average price for each execution of a transaction.

If an order for more than one Fund for a publicly traded security cannot be fully executed, allocation shall be made based upon C&C's procedures for allocation of investment opportunities, as described in Item 11 above.

### Review of Accounts - Item 13

#### *Periodic Review - Item 13.A*

The investments made by the Funds are generally private, illiquid, and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, C&C monitors companies in which the Funds invest, and C&C's Chief Compliance Officer, in conjunction with investment and other C&C personnel, periodically reviews that each Fund is maintained in accordance with its stated objectives.

#### *Triggered Review - Item 13.B*

See Item 13.A above.

#### *Content and Frequency of Reports - Item 13.C*

C&C will furnish written copies of (i) audited financial statements to the investors in the Funds annually, (ii) unaudited financial statements for the first three quarters of each fiscal year, (iii) annual tax information necessary for each partner's U.S. tax returns, and (iv) descriptive investment information for each portfolio company periodically.

In addition, the Funds will hold an annual meeting with the investors in the Funds to review and discuss the Funds' investment activities each year. For more information regarding the annual meeting and Fund reports, please see the respective Fund's Governing Documents.

### Client Referrals and Other Compensation - Item 14

#### *Other Compensation - Item 14.A*

C&C receives no compensation from entities or persons that are not clients for providing investment advice or other advisory services to C&C's clients. However, C&C and its related persons, in certain instances, are expected to receive occasional courtesy discounts on products and services provided by portfolio companies of Funds and/or the customers or suppliers of such portfolio companies.

*Client Referrals - Item 14.B*

Neither C&C nor a related person directly or indirectly compensates any person for client referrals. However, C&C reserves the right to engage placement agents to market and sell Fund interests to investors. Such placement agents may be compensated by C&C, by the Fund or by the referred investor directly. For more information regarding specific compensation arrangements, please see the respective Fund's Governing Documents.

Custody - Item 15

C&C generally expects that it will be deemed to have "custody" (within the meaning of Advisers Act Rule 206(4)-2 (the "Custody Rule")) of assets funds or securities held in the name of one or more Funds, subject to certain exceptions set forth in the Custody Rule and related guidance, and intends to maintain such assets with the following qualified custodian:

J.P. Morgan Private Bank  
10 South Dearborn, 8<sup>th</sup> Floor  
Chicago, IL 60603

Investment Discretion - Item 16

C&C manages Fund assets on a discretionary basis, pursuant to the power of attorney granted to C&C in the investment advisory agreement or other Governing Documents of each Fund. Accordingly, C&C has the authority to determine, without obtaining specific consent, the securities and other investments to be bought and sold and the amount of securities or other investments to be bought and sold. C&C's discretionary authority to manage securities and other investments on behalf of its Funds is subject to the investment objectives, guidelines, and restrictions set forth in to each Fund's Governing Documents.

Voting Client Securities - Item 17

*Authority to Vote Client Securities - Item 17.A*

C&C maintains written proxy voting policies and procedures as required by the rules under the Advisers Act. In voting proxies on behalf of its Funds (if any), C&C is guided by general fiduciary principles. C&C will consider factors that could affect the value of the investment and will vote proxies in the manner that it believes maximize investor value for the Fund. C&C generally believes its interests are aligned with those of each Fund's investors, for example, through the principals' beneficial ownership interests in such Fund and therefore will not seek investor approval or direction when voting proxies. In addition, C&C's procedures are designed to identify, assess and disclose any material conflicts that may arise between C&C's interest and those of its Funds.

Existing and prospective clients and investors may obtain a copy of C&C's proxy voting policies and procedures and information regarding how C&C voted securities (if any), upon request to Keri Kelly at [kkelly@cresseyco.com](mailto:kkelly@cresseyco.com).

Notwithstanding the foregoing, given the investment strategy of the Funds, it is expected that the Funds will rarely hold voting securities.

Financial Information - Item 18

Under the rules of the SEC, no balance sheet or other financial information of C&C is required to be included in this brochure. C&C has no financial commitments that impair its ability to meet contractual or fiduciary obligations to its clients, and has not been the subject of any insolvency proceedings.

Requirements for State-Registered AdvisersItem19

Item 19 is not applicable to C&C.