

**Form ADV Part 2A: FIRM BROCHURE**



One North Wacker Drive, Suite 1920  
Chicago, IL 60606

Contact: Patrick Wasser  
Chief Compliance Officer  
Tel: (312) 815-1360  
Fax: (312) 277-9535  
Email: [pwasser@mayrivercapital.com](mailto:pwasser@mayrivercapital.com)  
[mayrivercapital.com](http://mayrivercapital.com)

**March 31, 2023**

This brochure ("Brochure") provides information about the qualifications and business practices of May River Capital, LLC ("May River" or the "Firm"). If you have any questions about the contents of this Brochure, please contact us at (312) 815-1360 or [pwasser@mayrivercapital.com](mailto:pwasser@mayrivercapital.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.

May River is a registered investment adviser. Registration of an investment adviser with the SEC does not imply a certain level of skill or training. Additional information about May River is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Material Changes

There have been no material changes since May River's last annual amendment of its Brochure dated March 31, 2022. May River filed an other than annual amendment on May 10, 2022 for purposes of confirming the delivery of required Client vehicle financial audits prior to April 30, 2022.

May River routinely makes changes throughout its Brochure to improve and clarify the descriptions of its business practices and compliance policies and procedures or in response to evolving industry best practices and Firm practices. In this year's filing, the following Items have been updated, in addition to certain immaterial changes and/or conforming changes related to the following:

- Item 4: updated to reflect regulatory assets under management as of December 31, 2022 and
- Item 8: updated to reflect additional risk factors and potential conflicts of interest.

### Item 3 – Table of Contents

|  |     |
|--|-----|
| Item 2 – Material Changes.....   | ii  |
| Item 3 – Table of Contents .....   | iii |
| Item 4 – Advisory Business.....  | 1   |
| Item 5 – Fees and Compensation.....  | 3   |
| Item 6 – Performance-Based Fees and Side-By-Side Management.....                                     | 12  |
| Item 7 – Types of Clients.....   | 14  |
| Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....                           | 16  |
| Item 9 – Disciplinary Information .....  | 42  |
| Item 10 – Other Financial Industry Activities and Affiliations.....                                  | 42  |
| Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading...43 |     |
| Item 12 – Brokerage Practices.....   | 46  |
| Item 13 – Review of Accounts .....   | 46  |
| Item 14 – Client Referrals and Other Compensation.....   | 48  |
| Item 15 – Custody .....  | 48  |
| Item 16 – Investment Discretion.....   | 49  |
| Item 17 – Voting Client Securities.....  | 49  |
| Item 18 – Financial Information .....  | 50  |

#### Item 4 – Advisory Business

Founded in 2012, May River Capital, LLC, an Illinois limited liability company (and collectively with the general partners, unless the context otherwise requires, “May River” or the “Firm”), is a Chicago-based private equity firm focused on making control equity investments in small, high-caliber, industrial growth businesses that have the potential to be transformed into larger, more valuable enterprises. The Firm concentrates on private companies predominately headquartered in North America and generally targets investments in companies that engage in high-value manufacturing and/or provide engineered products, industrial services and value-added industrial distribution. May River has a particular interest in acquiring entrepreneur and family-owned companies where it represents the first institutional capital invested in the business, allowing the Firm to make a significant and positive impact by leveraging its operational and strategic expertise and that of its network.

May River’s clients include the following investment platforms and private funds: Hi-Tech Holdings, LLC (“Hi-Tech”); Industrial Valve Holdings, LLC (“Industrial Valve”); Pack Component Holdings, LLC (“Pack Component” and together with Hi-Tech, Industrial Valve and Pack Component, the “Pre-Fund Investments”); May River Capital Fund I, LP (“Fund I”); May River Capital Fund II, LP (“Fund II”); and May River Executive Fund II, LP (“Fund II Executive Fund” and collectively with Fund I and Fund II, the “Funds” and together with the Pre-Fund Investments, the “Clients”).

May River serves as the manager of the Pre-Fund Investments (the “Manager”); May River I GP, LLC serves as the general partner of Fund I and May River GP II, LLC serves as the general partner of Fund II and the Fund II Executive Fund (each a “General Partner” and collectively the “General Partners”). A General Partner (May River GP III, LP) has also been formed for a new fund currently being raised. Both the Manager and the General Partners have been granted authority to make investment decisions on behalf of their respective Clients and are deemed registered under the Investment Advisers Act of 1940, as amended (“Advisers Act”), pursuant to May River’s registration in accordance with SEC guidance. The applicable General Partner of each Fund retains investment discretion and investors in the Funds do not participate in the control or management of the Funds. While the General Partners maintain ultimate authority over the Funds, May River has been delegated the role of investment adviser.

May River provides discretionary investment advisory services as a private equity fund manager to its Clients. The Clients invest through privately negotiated transactions in operating companies, generally referred to as “portfolio companies.” Each portfolio company has its own independent management team responsible for managing its day-to-day operations, although the senior principals or other personnel and/or third parties appointed by May River will generally serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over management. In addition, in some cases, May River will more directly influence the day-to-day management of a portfolio company by recruiting and installing certain individuals in various leadership roles, such as chief executive officer, chief operating officer, chief financial officer or in other roles. May River’s investment advisory services to the Clients consist of identifying and evaluating investment

opportunities, negotiating the terms of investment, managing and monitoring investments and achieving disposition of such investments. Investments are made in nonpublic companies, although investments in public companies are permitted in certain instances.

May River does not tailor its advisory services to the individual needs of investors in its Clients; the Firm's investment advice and authority for each Client is tailored to the investment objectives of that particular Client. These investment objectives are described in the private placement memorandum, limited liability company and/or limited partnership agreements, as applicable, investment advisory agreements, management services agreements, subscription agreements, side letters and other governing documents of the relevant Client (collectively, "Governing Documents") and investors determine the suitability of an investment in a Client based on, among other things, the Governing Documents. For the Funds, the Firm does not seek or require investor approval regarding each investment decision; however, for the Pre-Fund Investments, investors fund a specific amount of capital in each deal and receive a right of first refusal for follow-on investments in an amount pro rata to their committed capital.

Underlying investors in each Client generally cannot impose restrictions on investing in certain securities or types of securities, other than through side letter agreements. Moreover, investors in the Funds participate in the overall investment program for each such Fund and cannot be excused from a particular investment except pursuant to the applicable Governing Documents. In accordance with industry common practice, May River has entered into side letters or similar agreements with certain investors including those who have made substantial commitments of capital or who were early stage investors, or for other reasons in the sole discretion of May River, in each case that have the effect of establishing rights under, or altering or supplementing, a Client's Governing Documents. Examples of side letters entered into include acknowledgement of interest in participating in a co-investment opportunity, certain fee arrangements, notification provisions, limited partner advisory committee representation, reporting requirements and "most favored nations" provisions, among others. These rights, benefits or privileges are not always made available to all investors nor in some cases are they required to be disclosed to all investors, consistent with general market practice. Side letters are negotiated at the time of the relevant investor's contribution, and once invested in a Client, investors generally cannot impose additional investment guidelines or restrictions on such Client. There can be no assurance that the side letter rights granted to one or more investors will not in certain cases disadvantage other investors.

May River does not participate in wrap fee programs.

As of December 31, 2022, May River managed approximately \$568,395,090 in Client assets, all managed on a discretionary basis.

May River is ultimately owned equally by its three principals: Charles Grace, Daniel Barlow and Stephen Griesemer. For more information about May River's owners and executive officers, see May River's Form ADV Part 1, Schedule A.

## **Item 5 – Fees and Compensation**

May River and its affiliated General Partners receive fees and compensation in exchange for advisory services provided to the Clients, including management fees, carried interest, additional compensation in connection with management services performed for the portfolio companies of the Clients and reimbursements from portfolio companies for certain expenses advanced on their behalf. The following is a general description of fees, compensation and expenses for each Client. Differences exist between Clients, and certain Clients are not charged certain fees, compensation or expenses that other Clients are charged. In addition, the General Partner and/or Manager of each relevant Client is permitted, in its sole discretion, to waive or reduce an investor's management fee or carried interest allocation. Investors should refer to the Governing Documents of the applicable Client for a complete understanding of how May River is compensated for its advisory services. The information contained herein is a summary only and is qualified in its entirety by such documents.

### **Management Fees**

May River charges a management fee (the "Management Fee") to investors in Fund I and Fund II. The Management Fee is generally 2% per annum, initially calculated based upon each non-affiliated investor's committed capital for the period of time during which the relevant Fund is making investments; thereafter, the Management Fee is equal to a percentage of each non-affiliated investor's outstanding invested capital, subject to various other factors. Additionally, investors participating in a subsequent closing after the initial closing of a Fund are responsible for paying the Management Fee as of the date of the initial closing of such Fund, plus interest, as applicable. Management Fees are payable during term extensions unless otherwise agreed to with investors. Negotiated with Fund investors during the fundraising period of the applicable Fund, Management Fees are not subject to negotiation thereafter.

Management Fees differ among Funds and among investors in the Funds. In particular, fees are generally waived for May River employees (including employees investing through a General Partner) and affiliates investing in a Fund (however in each case, such investors generally pay their pro rata share of certain Fund expenses). For the Pre-Fund Investments and Fund II Executive Fund, no Management Fee is charged to investors with respect to committed or invested capital (but again, such investors generally pay their pro rata share of certain expenses).

Management Fees are non-refundable and are generally paid on a quarterly basis in advance. Management Fees are collected through a capital call, through a draw-down on the line of credit or offset against a distribution to investors. The Funds are closed-ended investment vehicles intended for a long-term investment. Accordingly, Management Fees are expected to be paid, except as otherwise described in the relevant Governing Documents, and investors generally are not permitted to withdraw or redeem interests in any Fund.

## Management Fee Offset

With respect to Fund I and Fund II, the Management Fee payable in any quarterly period shall be reduced by, if applicable, (i) an amount equal to the aggregate amount of placement or finders' fees and expenses paid by such Fund to third parties in connection with the organization or funding of the applicable Fund and (ii) any organizational expenses paid or reimbursed in excess of an amount specified in such Fund's Governing Documents. In addition, the Management Fee payable in any quarterly period will be reduced by 80% (for Fund I) and 100% (for Fund II) of the sum of all (i) directors fees and other similar fees (whether in the form of cash, securities or otherwise) paid to the relevant General Partner or its affiliates with respect to any Fund investment, (ii) commitment fees, breakup fees and litigation proceeds (collectively, "breakup fees") with respect to Fund transactions not completed that are paid to the applicable General Partner or its affiliates, (iii) closing fees, investment banking fees, consulting fees, placement fees and other similar fees paid to the relevant General Partner or its affiliates with respect to any Fund investment and (iv) monitoring fees, consulting fees and advisory fees paid to the relevant General Partner or its affiliates with respect to any Fund investment and in each case, the portion of such fee or proceeds allocable to such Fund based on proportion of its respective ownership of the attributable investment. Accordingly, a Fund will, in most such cases, only benefit from the Management Fee reduction described above with respect to its allocable portion of any such supplemental fees and not the portion allocable to any other investor (which could include other Clients, co-investors, third parties, portfolio company management or employees and/or others) that holds an economic interest in the applicable investment. In the event a Fund does not pay a Management Fee or does not have an offset provision requiring the reduction of Management Fees, May River will retain the credited offset portion of supplemental fees allocable to these Funds without reduction. The Pre-Fund Investments and Fund II Executive Fund have no Management Fee offsets since no Management Fees are charged to such Clients' investors. Thus, May River will retain the portion of any supplemental fees allocable to the Pre-Fund Investments and Fund II Executive Fund, if applicable. Solely for Fund I, the Management Fee shall be reduced by 100% of such applicable fees described above beginning the first quarterly period after all such allocable fees subject to offset exceed an amount specified in the Fund I Governing Documents.

For clarity, Management Fees will not be offset by any amount received by (i) May River or any person from or on behalf of a portfolio company as reimbursement for out-of-pocket expenses directly related to such portfolio company, (ii) broken deal expenses, (iii) as payment for services provided to any portfolio company in the ordinary course of such portfolio company's business, or as compensation for services provided by a person as an employee of, or in a similar capacity for, such portfolio company, (iv) as payment to or on behalf of any third-party professional, such as members of the Executive Resource Group (as defined below), (v) profits interests or compensation to an affiliate (such as an Executive Resource Group member) that was entered into prior to such person becoming an affiliate of May River, regardless of when the interests, compensation or amounts crystallize or vest or (vi) any portfolio company directors' or board fees paid by a former portfolio

company to a May River employee who remains on the company's board of directors following a Client's disposition of its investment in the company.

In the event that the amount of breakup fees, directors fees, consulting fees, monitoring fees or other similar fees to be offset against the Management Fee exceeds the Management Fee for the immediately succeeding quarterly period, the excess shall be carried forward to reduce the Management Fee payable in following periods; if a credit remains upon dissolution, a payment will be made to investors that have not elected to waive such amount for tax or other reasons.

The amount of supplemental fees are paid by Fund I and Fund II investors (directly, or indirectly by the portfolio companies) and are determined by May River on a transaction by transaction basis, subject to the terms set forth in each Client's Governing Documents. Consulting fees are generally calculated based on the total enterprise value of the portfolio company involved in the transaction, while monitoring fees are determined based on the complexity and scale of the transaction and the associated portfolio company. Consulting fees are non-refundable and payable upon consummation of a portfolio transaction while monitoring fees are non-refundable and generally payable quarterly in advance. May River does not accelerate monitoring fees.

May River generally has discretion over whether to charge portfolio company fees, monitoring fees or other compensation to a portfolio company and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's holding or operating structure. In most circumstances, such compensation is not reviewed or approved by an independent third party. There can be no assurance that the amount of fees charged will be proportional to the amount of work performed on behalf of a portfolio company.

On occasion, in certain circumstances (such as a portfolio company's liquidity needs or otherwise) May River determines to waive, defer or renegotiate, in whole or in part, the amount of supplemental fees received from a portfolio company. May River endeavors to require the payment of such fees only to the extent permitted by the earnings or cash position of the applicable portfolio company, and May River will defer or forego the payment of such fees if such fees too burdensome for the portfolio company or at such time an applicable credit agreement prohibits the payment of such fees. In the case of amounts deferred, such payments will generally be payable in the future, which could result in a single payment or installments of repayment amounts that are larger than if the fees had originally been paid in increments. May River makes such determinations on a case-by-case basis and reserves the right to take different actions (or no action) with respect to similarly situated portfolio companies.

### **Carried Interest**

As described in Item 6 below, the Manager and the General Partners are entitled to be allocated carried interest ("Carried Interest") with regard to certain Clients, which generally equals a specified percentage of realized profits net of all expenses and for some Clients is subject to preferred return and catch-up provisions. Each Client's Carried Interest arrangement differs, and each calculation is further described in the relevant Client's Governing Documents.



## Fund I Expenses

With respect to Fund I, Fund I investors are responsible to pay for all costs, liabilities, obligations and expenses relating to its (or its subsidiaries' and intermediate entities') activities, investments and business that are not paid or reimbursed by portfolio companies, including, without limitation: (i) the Management Fee; (ii) all out-of-pocket fees and expenses incurred by Fund I, the Fund I General Partner, May River, its affiliates or any member of the Executive Resource Group relating to investment and disposition opportunities for Fund I which are not consummated by Fund I including any fees and expenses related to transactions offered to co-investors and, for the avoidance of doubt, including the co-investors' respective portion of such expenses (including, without limitation, legal, accounting, auditing, consulting (including consulting and retainer fees and expenses, transaction fees, salary, guaranteed payments, bonus and other compensation paid to, and benefits or personnel costs provided to or on behalf of, any member of the Executive Resource Group, consultants performing investment initiatives or providing services related to investment considerations and policies (including deal sourcers) and other consultants), and other third party fees and expenses, financing commitment fees, real estate title and appraisal costs and other due diligence expenses); (iii) costs and expenses associated with the sourcing, diligencing, structuring, organization, acquisition, management, operation, financing, holding, monitoring, liquidation and disposition of Fund I's investments (including, without limitation, interest and fees on money borrowed by Fund I, the Fund I General Partner or May River on behalf of Fund I, registration expenses and brokerage, finders', custodial and other fees); (iv) premiums and expenses for insurance protecting Fund I, the Fund I General Partner, May River, any of their respective affiliates, members of the advisory committee and any of their respective officers, directors, members, partners, employees and agents from liabilities to third parties in connection with Fund I's affairs (including directors and officers and errors and omissions liability insurance); (v) legal, accounting, auditing, appraisal, consulting, financing, custodian and brokerage fees and other fees and expenses, if any; (vi) expenses associated with the preparation and delivery of Fund I's financial statements, tax returns, Schedule K-1s and other reports or information to be delivered to the investors (including, without limitation, costs of development and maintenance of a secure website and electronic reporting) and any administrative, regulatory or other reporting or filing directly attributable to Fund I; (vii) all unreimbursed out-of-pocket fees and expenses incurred by Fund I, May River, its affiliates or any Executive Resource Group member relating to any conferences or meetings of Fund I's advisory committee and annual conferences or meetings of the investors; (viii) other expenses associated with the acquisition, holding, and disposition of Fund I's investments, including extraordinary costs, expenses and liabilities of Fund I, if any (such as litigation, indemnification costs and expenses, judgments and settlements, if any); (ix) taxes, fees and other governmental charges levied against Fund I; (x) unreimbursed and unpaid costs of the Executive Resource Group; and (xi) expenses related to attending industry meetings, conferences or similar events in connection with the evaluation of investment opportunities or business sector opportunities (including the evaluation of potential investments, regardless of whether such investment is ultimately consummated). For the avoidance of doubt, except for costs and expenses paid by portfolio companies, the Fund I General Partner and May River are responsible for their own administrative and overhead costs and expenses, including without limitation, compensation of employees (with the

exclusion of Executive Resource Group members as noted above), rent, utilities and office and equipment expenses. For information on May River's brokerage practices and fees, please see Item 12, below.

## **Fund II Expenses**

With respect to Fund II, Fund II investors are responsible to pay all fees, costs, expenses, liabilities and obligations relating to Fund II and its activities (and its subsidiaries and intermediate entities), actual or potential investments and business (including with respect to any entity formed to effect the acquisition and/or holding of a portfolio company), in each case to the extent not borne or reimbursed by a portfolio company, including, without limitation, all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) the Management Fee; (ii) sourcing, diligencing, structuring, organizing, negotiating, bidding on, acquiring, owning, holding, managing, operating, monitoring, financing, restructuring, valuing, winding up, liquidating, dissolving and disposing of Fund II's actual or potential investments; (iii) indebtedness of, or guarantees made by, Fund II, the Fund II General Partner, the Firm or any investor designated as an "affiliated partner" on behalf of Fund II (including any credit facility, letter of credit or similar credit support), and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) legal, accounting, research, auditing, administration (including third-party administration, any related reporting software and services related to "know-our-customer" and anti-money laundering compliance), information, valuation, consulting (including consulting and retainer fees and expenses, transaction fees, salary, guaranteed payments, bonus and other compensation paid to, and benefits or personnel costs provided to or on behalf of, any member of the Executive Resource Group, consultants performing investment initiatives or providing services related to investment considerations and policies (including deal sourcers) and other consultants), financing, appraisal (including third-party appraisal and pricing services), custodian, brokerage, dealer, finders', depository, trustee, record-keeping, account, title, transfer, commitment, underwriting (including commissions and discounts), private placement, investment banker, registered office and registered agent services, printing, communications, publicity, tax and other professional services; (v) the preparation, distribution and filing of any Fund-related or investment-related financial statements, tax returns, tax estimates, Schedule K-1s and any other reports or information to be delivered to the investors (including, without limitation, costs of developing, implementing, maintaining and upgrading investor information portals or secure websites and electronic reporting) and any administrative, regulatory or other reporting or filing directly attributable to Fund II, such as those contemplated by FATCA, the Common Reporting Standard, the Alternative Investment Fund Managers Directive or any similar laws, rules or regulations, to the extent attributable to Fund II) in each case including the cost of third-party service providers or professionals related to the foregoing; (vi) premiums and expenses for insurance protecting Fund II, the Fund II General Partner, the Firm, any of their respective affiliates, members of the advisory committee and any of their respective officers, directors, members, partners, employees and agents from liabilities to third parties in connection with Fund II's affairs (including the full cost of directors and officers, errors and omissions, cybersecurity, crime coverage and general partnership liability insurance); (vii) activities, meetings and proceedings of the advisory committee and any meetings or proceedings of the

Executive Resource Group and/or the portfolio company executives organized by a May River person; (viii) indemnification and any actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including any judgment, other award or settlement entered into in connection therewith; (ix) investment and disposition opportunities for Fund II which are not consummated by Fund II (including, without limitation, reverse breakup, termination and other similar fees, unreimbursed out-of-pocket fees and expenses incurred by Fund II, any May River person or any member of the Executive Resource Group, legal, accounting, auditing, consulting, and other third party fees and expenses, financing commitment fees, real estate title and appraisal costs and other due diligence expenses), including any fees and expenses related to transactions offered to co-investors and, for the avoidance of doubt, including the co-investors' respective portion of such expenses; (x) all unreimbursed out-of-pocket fees and expenses incurred by Fund II, any May River person or any member of the Executive Resource Group in connection with any conference or meeting of the investors or senior executives of the portfolio companies; (xi) expenses related to attending industry meetings, conferences or similar events in connection with the evaluation of investment opportunities or business sector opportunities (including the evaluation of potential investments, regardless of whether such investment is ultimately consummated); (xii) any activities with respect to protecting the confidential or non-public nature of any information or data, including confidential information; (xiii) any travel, lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xiv) any placement fees; (xv) unreimbursed and unpaid costs of the Executive Resource Group; and (xvi) any taxes, fees and other governmental charges levied against Fund II and all expenses incurred in connection with any tax audit, investigation, settlement or review of Fund II, but not including (A) Organizational Expenses (as defined below), (B) ordinary overhead and administrative expenses which are payable by the Fund II General Partner pursuant to the Governing Documents, and (C) any expenses included as part of the definition of "Investment Contributions" as defined in the relevant Governing Documents. For information on May River's brokerage practices and fees, please see Item 12, below.

## **Expense Reimbursement**

Certain expenses related to May River's oversight of portfolio companies incurred on behalf of the Funds are reimbursed by a portfolio company pursuant to management services agreements with the portfolio company. These expenses are paid by May River or an affiliated entity and reimbursed by a portfolio company or paid directly by a portfolio company. Such expenses can include, without limitation: (i) travel expenses, which can include expenses for first-class or first-class equivalent travel and meals and entertainment expenses (such expenses including, as applicable, those relating to (a) use of premium black car and other car services, which from time to time include waiting time and (b) social and entertainment events, including closing dinners and mementos, with portfolio company management, customers, clients, borrowers, brokers and service providers); (ii) expenses relating to training programs, meetings, conferences or other events (to the extent such programs, meetings or events are attended by portfolio company personnel); (iii) premium meals (including outside normal business hours); (iv) expenses relating to hiring portfolio company personnel (including background

checks, recruiting and relocation expenses); (v) indemnification expenses; (vi) insurance; (vii) corporate filings; (viii) certain legal expenses; (ix) similar out-of-pocket expenses; (x) consulting fees; and (xi) other consideration.

In addition, to the extent a Client or May River initially bears the cost of certain fees or expenses where the benefit of the related services or expense is also received by another Client, portfolio company or future Client or portfolio company, May River will determine, subject to its ultimate discretion, whether to cause such other Client or portfolio company to reimburse the initial Client or May River for such fees or expenses.

Out-of-pocket expenses associated with completed transactions are capitalized as part of the acquisition price of a consummated transaction or reimbursed by a portfolio company. Out-of-pocket expenses associated with unconsummated transactions (*i.e.*, broken deal expenses) are paid by the relevant Fund(s) selected as proposed investors in such transaction. Reimbursement by a portfolio company or Fund of out-of-pocket expenses incurred by May River, a General Partner or their respective affiliates will not be offset against the Management Fee payable by the Funds.

### **Organizational Expenses**

Fund I and Fund II investors will bear their pro rata share of the relevant Fund's, the applicable General Partner's and its affiliates' organizational and startup expenses, not to exceed an amount as specified in each Fund's Governing Documents ("Organizational Expenses"). The amount and type of Organizational Expenses varies by Fund and is further detailed in the Governing Documents of such Fund. The applicable General Partner will bear the cost (through an offset against the Management Fee or otherwise) of all Organizational Expenses in excess of the cap stated in each Fund's Governing Documents, if any, and of any placement agent fees incurred in connection with the formation of the relevant Fund.

The Pre-Fund Investment and Fund II Executive Fund investors pay expenses related to their formation, many of which are similar to those paid by Fund I and Fund II.

### **Pre-Fund Investment Fees and Expenses**

Each of the Pre-Fund Investments, or the respective underlying portfolio companies, pays to May River various fees and bears certain expenses as agreed upon and as detailed in their respective Governing Documents, many of which are similar to those paid by the Funds.

From time to time, May River receives supplemental fees and compensation from, on behalf of or with respect to, investors in a Pre-Fund Investment, as per the Governing Documents of each Client. Such fees include monitoring fees and consulting fees, which are paid either directly by the investor or indirectly by the underlying portfolio company. Because there is no Management Fee payable by Pre-Fund Investments, the portion of any such fees received on behalf of such Clients do not serve as related offsets to any Management Fee.

## **Co-Investment Fees**

In certain circumstances, May River permits investors and third parties to invest alongside a Fund directly in a portfolio company or immediate holding company. Expenses incurred for direct co-investments are borne directly at the portfolio company, in the same manner expenses related to the Fund investment in such portfolio company are borne. In the event a proposed transaction is not consummated, no such co-investment vehicle generally will have been formed, and the full amount of any fees and expenses generated in the course of evaluating such investments, including out of pocket fees associated with due diligence, attorney fees, fees of other professionals and various other fees relating to such proposed but not consummated transaction (“broken deal expenses”) therefore will generally be borne by the Fund(s) selected as proposed investors for such proposed transaction and not by any prospective co-investors that were to have considered participating in such transaction. Co-investors who commit to a transaction after a Fund signs a definitive purchase agreement will lower the risk of broken deal or similar expenses incurred by such Fund (and indirectly, by such Fund’s investors) in connection with such transaction based on the timing of when a co-investor becomes contractually obligated to invest. However, to the extent that such co-investors have already invested in a portfolio company through a co-investment vehicle or other special purpose vehicle in connection with such transaction (such as for a follow-on investment for the portfolio company for which the co-investment vehicle was originally created) such broken deal expenses (which for follow-on investments will generally be recorded at the portfolio company).

## **Fee Receipt Allocation**

From time to time, May River (in its sole discretion), a Client or a portfolio company agrees to pay a consulting fee, portion of Carried Interest, monitoring fee, equity grant or other fee to a third party, such as an Executive Resource Group member, consultant, advisor, finder, placement agent, broker and/or investment banker. Similarly, on occasion, certain members of a portfolio company management team receive additional cash and equity compensation, including bonus payments based on the applicable portfolio company meeting certain success hurdles. Such compensation, whether in the form of a profits or equity interest in a portfolio company or immediate holding company, generally has a dilutive impact on a Client’s investment and indirectly reduces the proceeds available for distribution to the relevant Client at the time of such portfolio company’s sale. None of these fees or compensation amounts offset Management Fees payable by a Fund.

## **Executive Resource Group Expenses**

May River and its affiliates engage and retain certain employee and third party operating executives and other similar professionals (collectively, the “Executive Resource Group” or “ERG”) to provide services to (or with respect to) May River, the Clients or certain current or prospective portfolio companies in which the Clients invest or seek to invest. ERG members assist May River with managing portfolio companies by providing services related to the identification, acquisition, holding,

improvement and disposition of portfolio companies, including operational aspects of such companies. The ERG is comprised of a diverse group of industrial oriented business executives who have held a variety of leadership positions throughout their career. ERG members make a meaningful impact through all phases of May River's investment process, including, but not limited to, sourcing new investment opportunities, building relationships and credibility with target company management teams, due diligence and analysis, investment thesis and strategy development, company management including serving in management or policy-making positions for portfolio companies, board of director activities and discrete major projects (*e.g.*, operational initiatives, add-on acquisitions and business development).

The nature of the relationship with each ERG member and the amount of time devoted to or required to be devoted by him or her varies. There can be no assurance that any of the ERG members will continue to serve in such role and/or continue their arrangement with May River and/or any portfolio company throughout the terms of the Clients.

From time to time, ERG members receive certain types of compensation from May River portfolio companies, including, but not limited to, consulting fees, retainer fees and expenses, salary, guaranteed payments, bonus, directors' fees, board fees, co-investment rights, transaction fees, finder's fees, incentive compensation or a profits or equity interest in a portfolio company. Certain fees payable to ERG members are associated with a particular transaction and will typically be included in the closing costs payable by the applicable portfolio company. Other fees, such as board fees, are paid by a portfolio company to the ERG member. In addition, some ERG members are engaged directly by a portfolio company in addition to or other than for board service, and any such fees are paid by the portfolio company directly to the ERG member. In such cases, these reimbursements are in addition to the monthly retainer paid by the Clients for such ERG member. A May River affiliate often pays an ERG member's compensation and seeks reimbursement from the applicable portfolio company. Work performed by ERG members for unconsummated transactions is borne by the Client(s) that was to have participated in such transaction as part of broken deal expenses. The determination of the appropriate form and amount of compensation for such services takes into account a variety of factors but will ultimately be at the discretion of May River and/or the portfolio company, as applicable.

ERG members typically incur expenses while working with May River portfolio companies or potential portfolio companies, including but not limited to, the cost of travel to portfolio companies and other out-of-pocket costs, and such expenses are paid or reimbursed by either May River (generally in the case of work performed for the management company), the relevant portfolio company (generally in the event a deal is consummated) or the relevant Client (generally in the event a deal is not consummated). Some ERG members are investors in the May River Clients and participate as direct investors and/or receive equity grants in portfolio companies in which they are involved.

None of the fees, profits interests or other compensation or reimbursements received by ERG members, directly or indirectly, will be subject to the offset against Management Fee provisions, each as described above.

### **Allocation of Fees and Expenses**

May River will allocate fees and expenses to be borne by the Clients in accordance with the Governing Documents or, to the extent the Governing Documents do not expressly provide for a method of allocation, as determined by May River in good faith and in its fair and reasonable discretion in accordance with its internal policies and procedures, unless it determines another method is more equitable. Where one or more Clients to which an expense would otherwise be allocable are not permitted to pay its allocable portion of such expense based on the applicable Governing Documents, the portion of the expense attributable to such Client(s) will be borne by May River.

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

A Carried Interest allocation represents an adviser's compensation based on a percentage of net profits of the clients it manages. With respect to Fund I and Fund II, the General Partners receive a Carried Interest allocation on certain realized profits in such Funds equal to 20% of all realized profits subject to an 8% annually compounded preferred return (or hurdle) and subject to reimbursement of all relevant Fund I and Fund II expenses, including Management Fees.

With respect to Pre-Fund Investments, the Manager receives a Carried Interest allocation that was negotiated on a deal-by-deal basis, ranging from 10% to 20% of all realized profits (depending on the level of cash-on-cash return achieved) subject to an 8% annually compounded preferred return (or hurdle) and in some cases including reimbursements of certain expenses.

May River's Carried Interest allocations have been structured subject to Section 205(a)(1) of the Advisers Act in accordance with the available exemptions thereunder, including the exemption set forth in Advisers Act Rule 205-3.

Carried Interest allocations are calculated based on cumulative realized gains and income only and are therefore only payable as portfolio holdings are liquidated or otherwise realized. Additionally, for the Funds, Carried Interest allocations are subject to a potential giveback if the respective General Partner has received excess cumulative distributions. Each Client's Carried Interest calculation, as applicable, is further described in the relevant Governing Documents received by each investor prior to investment in such Client. The General Partners and/or Manager, as applicable, are permitted, in their sole discretion, to waive or reduce the amount of Carried Interest for certain Clients or an investor in a Client. Specifically, Carried Interest has been waived for the Fund II Executive Fund, and May River employees, affiliated investors, portfolio company employees and ERG members who are investors in a Client will generally be allocated a reduced Carried Interest or none at all.

The fact that the General Partners' and/or Manager's Carried Interest allocations are based on the performance of each Client can create an incentive for May River to make investments that are more speculative than would be the case in the absence of such distributions or to allocate an investment to a Client that earns a higher Carried Interest, if applicable. The Firm believes this incentive is sufficiently mitigated, however, due to the fact that: (i) the applicable Governing Documents create limitations on the ability of May River to establish new investment funds; (ii) any losses a Client sustains will reduce the General Partners' and/or Manager's Carried Interest distribution; (iii) Carried Interest is calculated only after investors have received as distribution 100% of their capital contributions plus a preferred return; (iv) a General Partner often makes a substantial commitment to a Fund to invest its own capital alongside the investors; and (v) May River's ability to attract future investors is tied to the performance of its investments.

May River manages multiple Clients with similar investment strategies on a side-by-side basis. Management of multiple vehicles on a side-by-side basis has the potential to create conflicts of interest with regard to May River's allocation of investment opportunities, expenses, time and attention of advisory personnel and consideration for certain transactions. Although May River generally makes new investments for a Client with the same investment objectives only after a predecessor Client is substantially invested or committed as more fully described in the applicable Client's Governing Documents, management of side-by-side Clients can create an incentive for the Firm or its personnel to favor a Client in which May River or an affiliate has a greater financial interest. To the extent that May River has Clients with varying Carried Interest terms (including amount, timing waterfall conditions or other terms) and/or May River personnel are assigned varying percentages of Carried Interest from a Client, May River and such personnel are subject to potential conflicts of interest to the extent they are involved in identifying investment opportunities as appropriate for a Client from which they are entitled to receive a higher Carried Interest percentage.

To help minimize such conflicts of interest, May River allocates investment opportunities which satisfy the investment parameters of more than one Client in accordance with May River's policies and procedures regarding investment allocation, the applicable Governing Documents, and taking into consideration certain factors, as determined in the Firm's sole discretion, which include, but are not limited to: the amount of available capital commitments of the applicable Client(s); anticipated future capital requirements of an investment opportunity; life-cycle of the applicable Client(s); expected time to obtain liquidity; legal, tax and regulatory considerations; and any other factors deemed relevant by May River. May River's policies and procedures are designed to ensure that all investment decisions are made in accordance with May River's fiduciary duties to its Clients and without consideration of May River's (or its affiliates' or employees') pecuniary interest. May River will not allocate investment opportunities based in whole or in part on (i) the relative fee structure or amount of fees paid by any Client or (ii) the profitability of any Client. Investment allocation decisions are determined by the investment committee.



## Item 7 – Types of Clients

May River provides investment advice to each of the Pre-Fund Investments and the Funds, each of which are exempt from registration under the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (“Investment Company Act”). Fund I and Fund II generally limit their respective investors to (i) “accredited investors” as defined in the Securities Act of 1933, as amended (the “Securities Act”), (ii) “qualified purchasers” or “knowledgeable employees,” each as defined in the Investment Company Act and (iii) “qualified clients”, as defined in the Advisers Act. Investors in the Clients must meet certain suitability and net worth qualifications prior to making an investment in the Clients. The Clients are not registered or required to be registered under the Investment Company Act; are not made available to the general public; their securities are not registered or required to be registered under the Securities Act; and interests in the Clients are privately placed to qualified investors. Qualified investors include individuals or entities to which Client interests are permitted to be sold, which generally includes (i) in the United States, people or organizations who meet certain net worth, income and/or financial sophistication requirements as described above or (ii) in other countries, as permitted by the relevant securities laws in such jurisdiction and in compliance with any foreign offering provisions applicable to May River and/or the Clients. Fund I and Fund II typically require capital commitments from each investor of at least \$1 million in the case of an individual investor and \$5 million for an institutional investor, although commitments of less than these amounts have been accepted in the discretion of the relevant Fund’s General Partner. The requirements for investors in Pre-Fund Investments differ by entity.

The investors participating in the Clients include high net worth individuals, other investment entities, university endowments, family offices, trusts, fund of funds, charitable organizations or other corporations or business entities and include, directly or indirectly, principals or other employees of May River and its affiliates and members of their families, ERG members, portfolio company employees, advisory committee members or other service providers retained by May River.

On occasion, May River offers co-investment opportunities for certain investors to invest alongside a Fund in certain Fund portfolio companies. Opportunities to participate in co-investment transactions arise when May River has the opportunity for an investment in an existing or prospective portfolio company and determines that (i) an investment requires additional capital, (ii) all or a portion of the opportunity is not required or able to be offered to a participating Fund, (iii) the portfolio company would potentially benefit from the participation of specific co-investors, or (iv) the full investment opportunity is not appropriate for a Fund, whether due to concentration restrictions contained in the Fund’s Governing Documents or otherwise. Such co-investment determinations are based on the provisions of the applicable Governing Documents, side letter agreements, agreements with lenders and such other factors as May River will consider in its sole discretion, including those specified in its policies on investment allocation and co-investments. Subject to any restrictions contained in the Governing Documents of the relevant Fund or any side letter or other terms negotiated with respect to such Fund, in general no investor has a right to participate in any co-investment opportunity.

While one or more investors in the Funds are on occasion invited to co-invest in a Fund's portfolio companies, May River is authorized in its sole discretion to offer any or all of a co-investment opportunity to investors that are not investors in the Funds. Co-investment opportunities are made available to select Fund investors and third parties, including, without limitation, management or founders of the applicable portfolio company, strategic investors, lenders, deal sources (including finders and consultants), other sponsors (including other private equity or venture capital firms), service providers, ERG members, other persons or entities affiliated, associated or otherwise known to May River or its personnel. Additionally, certain individuals who source transactions or provide financing for a transaction have in the past and are expected in the future to negotiate co-investment rights or co-investment priority rights as a component of their compensation or other arrangements with the relevant Fund(s). May River's exercise of discretion in allocating co-investment opportunities often will not always result in proportional allocations among such co-investors and such allocations can be more or less advantageous to some co-investors relative to other co-investors. When the Firm determines to offer a co-investment opportunity, it is possible that the size of the investment opportunity otherwise available to May River's Fund will be less than it would otherwise have been without the inclusion of such co-investors.

Co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as a Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-investment vehicle purchases a portion of an investment from a Fund after such Fund has consummated its investment in the portfolio company (also known as a post-closing sell-down or transfer). Any such purchase from a Fund by a co-investor or co-investment vehicle generally occurs shortly after the Fund's completion of the investment to avoid any changes in valuation of the investment. When co-investors purchase their interest from a Fund after the Fund has consummated the investment, the price paid by co-investors is typically determined by the Fund's General Partner in its sole discretion. The price may not reflect the full cost incurred by the Fund in connection with the investment, any interest charge on the co-investment amount, the cost of establishing the credit facility utilized to acquire the portfolio company (if applicable) or the risk borne by the Fund in connection with purchasing and warehousing the investment. In either case, potential co-investors typically do not bear any transaction costs of investments that are not consummated and are not subject generally to the same risks to which a Fund is throughout the investment process. The Funds will bear the risk that any co-investors acquiring an interest in an investment after the closing of such investment will acquire such interest on terms that do not reflect the then-current value of such investment.

In the event May River is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, a Fund is likely to consequently hold a greater concentration and have greater exposure in the related investment opportunity than was originally intended, which could make the Client more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto and would result in a greater concentration of risk as a result. Thus, an investment that is not syndicated to co-investors as originally anticipated could result in a significant impact to a Client's overall investment returns. As fees paid by or on behalf of co-investors in

portfolio companies are not subject to a Management Fee offset and are thus retained by May River, the opportunity to receive such fees could present a conflict of interest. Further, as Management Fees are offset based on each Fund's invested capital in an investment, the inclusion of co-investors presents a conflict of interest in that May River could be incentivized to allocate a greater portion of an investment to a co-investor than it would have otherwise allocated absent such an arrangement. May River believes this conflict is mitigated in part by the fact that it has historically not charged Carried Interest on co-investments. The Firm seeks to address any such potential conflict of interest by investing in accordance with its policies and procedures governing investment allocation and co-investments.

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

May River's Clients have been established to make control equity investments (or minority investments with the prospect of becoming majority and/or a clear path to liquidity) primarily in entrepreneur- and family-owned companies predominately headquartered in North America that engage in high-value manufacturing and/or provide engineered products, industrial services and value-added industrial distribution. May River generally seeks to acquire companies outside of an auction process or within a limited auction process. The Clients have and will generally target equity investments ranging from \$10 million to \$60 million in companies with enterprise values between \$15 million and \$100 million and EBITDA of at least \$3 million. May River generally seeks to build a portfolio of five to seven platform investments per Fund, enabling May River to concentrate its capital and time on opportunities where May River believes it can contribute meaningfully to value creation. The core of May River's investment strategy is providing first institutional capital to lower middle market industrial businesses that are niche market leaders with strong competitive advantages and value propositions. May River seeks to invest in excellent management teams and companies that have the potential for significant growth and value enhancement.

May River's origination process typically begins with the use of the Firm's ERG and various third-party resources to assist in developing sector themes, establishing specific target company attributes and characteristics and identifying and cultivating relationships with target companies. The Firm then engages with targeted, best-of-breed buy-side search and other strategic sector contacts to identify companies and establish direct contact with business owners and management teams.

The applicable Governing Documents of the Funds set forth more detailed descriptions of the Funds' investment strategies and methods of analysis. There can be no assurance that May River will achieve the investment objectives of a particular Client and a loss of investment is possible.

### **Risk Factors**

An investment in any Client involves a high degree of risk, including the risk of a partial or total loss of capital, and investors must be prepared to bear capital losses which might result from investments. An investment in each Client is speculative, illiquid and long-term in nature, and is suitable only for those investors who have the financial sophistication and expertise to evaluate the merits and risks of

an investment with May River. Investors in the Clients should also refer to the Governing Documents for a description of the risk factors specific to their investment. Different or new risks not addressed below can arise in the future and, therefore, the following list is not intended to be exhaustive. Risks and potential conflicts of interest include, but are not limited to, the following:

*Competition for Investments.* The Funds expect to encounter competition from other entities having similar investment objectives. The activity of identifying, completing and realizing attractive investments is highly competitive and involves a high degree of uncertainty. Potential competitors include other investment partnerships and corporations, business development companies, strategic industry acquirers and other financial investors investing directly or through affiliates. Some of these competitors will, on occasion, have more relevant experience, greater financial resources and more personnel than May River. It is possible that competition for appropriate investment opportunities will increase, thus reducing the number of opportunities available to the Funds and adversely affecting the terms upon which investments can be made. There can be no assurance that the Funds will be able to identify or consummate investments satisfying its investment criteria, that the Funds will be able to invest fully their committed capital or that such investments will satisfy the Funds' rate of return objective.

*Ability to Manage Rapid Growth.* The Clients expect many of their respective portfolio company or companies to grow rapidly. Rapid growth often places considerable operational, managerial and financial strain on a business. To successfully manage rapid growth, each Client's portfolio company/companies must, among other things, rapidly improve, upgrade and expand their business infrastructures, deliver services and products on a timely basis, maintain levels of service expected by clients and customers and maintain adequate levels of liquidity. The financial returns of a Client will suffer if such Client's portfolio company/companies are unable to successfully manage their growth.

*Need for Follow-On Investments.* Given each Client's investment strategy of investing in platform company/companies, each Client intends to provide additional funds to its platform company/companies in order to make add-on acquisitions. In addition, a Client will often have the opportunity to increase its investment in a successful portfolio company. There is no assurance that the Clients will be able to make follow-on investments or that any Client will have sufficient capital to make all of the follow-on investments that it desires. Any decision by a Client not to make a follow-on investment or its inability to make such investments can have a substantial negative impact on a platform or portfolio company in need of such investment or result in a lost opportunity for a Client to increase its participation in successful portfolio companies.

*Ability to Exit Investments Successfully.* The ability of a Client to achieve successful and profitable exits of its portfolio companies can be impacted by a number of factors prevailing at the time, including general economic, social, or geopolitical conditions, interest rates, availability of capital, interest levels of strategic and financial buyers and cyclical trends in particular industry segments. 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 Client seeks a realization.

*Projections are Only Estimates.* The Clients use financial projections to help assess current or future financing for portfolio companies, provide investor reporting, or analyze other potential transactions. For example, a Client will generally determine the appropriate capital structure of each portfolio company in which such Client invests based upon financial projections for that company. Projected operating results will normally be based primarily on management judgments, with adjustments to such projections made by May River in its discretion. In all cases, projections are only estimates of future results based upon assumptions made at the time the projections are developed. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values. There can be no assurance that the projected results will be obtained and actual results will sometimes vary significantly from the projections. Also, general economic conditions, which are not predictable, can have a material adverse impact on the accuracy of projections.

The projections are inherently subject to a number of important risks, qualifications, limitations and exceptions. The projections reflect assumptions about market and economic conditions such as the availability of investments for purchase, any of which, if not true, could materially alter the hypothetical performance expressed or implied by the projections. There are numerous factors related to the markets in general or the implementation of any specific investment program that cannot be fully accounted for in the preparation of hypothetical performance results, all of which can adversely affect actual investment results.

*Operating and Financial Risks of Portfolio Companies.* Companies in which the Clients invest could deteriorate as a result of, among other factors, an adverse development in their business, a change in the competitive environment or an economic downturn. As a result, companies which the Clients expect to be stable can potentially operate, or expect to operate, at a loss or have significant variations in operating results, require substantial additional capital to support their operations or to maintain their competitive position, or otherwise have a weak financial condition or experience financial distress.

*Investments in Junior Securities.* It is possible that the securities in which each Client invests will, at times, 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 an investment once made.

*Refinancing Risks.* In circumstances where May River intends to refinance all or a portion of the capital invested, there will be a risk that such refinancing will not be completed, which could lead to increased risk as a result of a Client having an unintended long-term investment representing a portion of the amount invested and/or reduced diversification.

*Investments Longer than Term.* In certain instances, a Client makes investments which cannot be advantageously disposed of prior to the date such Client will be dissolved, either by expiration of the Client's term or otherwise. Although May River expects investments will be disposed of prior to dissolution of a Client or be suitable for in-kind distribution at dissolution, and although May River has a limited ability to extend the term of any Client, if such a situation were to occur, a Client would

have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. In addition, although upon the dissolution of a Client, the relevant General Partner and/or the Manager (or the relevant liquidator of such) will be required to use reasonable efforts to reduce to cash and cash equivalents and such assets of the Client as the applicable General Partner, the Manager or such liquidator (as applicable) shall deem it advisable to sell, subject to obtaining fair value for such assets and any tax or other legal considerations (including legal restrictions on the ability of an investor to hold any assets to be distributed in kind), over such time as is reasonably necessary to settle gradually and close such Client's business under the circumstances then applicable to such Client, there can be no assurances with respect to the time frame in which the winding up and the final distribution of proceeds to the investors will occur.

*General Economic and Market Conditions.* The private equity industry generally, and the success of a Client's investment activities specifically, will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, national and international political and socioeconomic circumstances, or large-scale extraneous events. Such factors are unpredictable and cannot be controlled by May River. General fluctuations in the market prices of securities and economic conditions can reduce the availability of attractive investment opportunities for the Clients and affect the Clients' ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) can also potentially increase the risks inherent in the Clients' investments and could have a negative impact on the performance and/or valuation of the portfolio companies. The Clients' performance can be affected by deterioration in the capital markets and by market events, which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates can adversely affect the value of investments in portfolio companies and the Clients' performance. Volatility and illiquidity in the financial sector will potentially have an adverse effect on the ability of a Client to sell and/or partially dispose of its portfolio company investments. Such adverse effects include the requirement of a Client to pay breakup, termination or other fees and expenses in the event the Client is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of the Clients to dispose of investments at prices that May River believes reflect the fair value of such investments. The impact of market and other economic events would typically also affect a Client's ability to obtain funding to support its investment objectives. Any of the foregoing events could result in substantial or total losses to the Clients in respect of certain portfolio companies, which losses will likely be exacerbated by the presence of leverage in a portfolio company's capital structure.

*Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes.* There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry. 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. Any such changes are expected to materially impact May River, the Clients and/or the investments, as well as increase their expenses.

Significant time and resources may be required to comply with new regulations. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Clients' activities, including the ability of the Clients to effectively and timely address such regulations, implement operating improvements or otherwise execute their investment strategy or achieve their investment objectives.

*Geopolitical Risks and Force Majeure.* An unstable geopolitical climate and continued threats of terrorism could have a material adverse effect on general economic conditions, market conditions and market liquidity. U.S. military actions around the globe; the threat or occurrence of terrorist attacks in the future; rising oil, energy and other commodity or material prices (including those resulting from the unavailability thereof); and the United States' military, economic and political responses to terrorism all can have material consequences on the U.S. and global economies. May River is not able to predict the extent, severity or duration of the effect of any past or future terrorist attacks and related events or quantify the impact that these events can have on investment objectives or the markets where an underlying Client investment will be located. For example, the United States and governments globally have seen a rise in populist and nationalist tendencies, with political parties espousing such themes gaining strength in local and national elections. The continued threat of terrorism and the impact of military or other action have led to and will likely lead to increased volatility in prices for certain commodities and could affect certain portfolio companies' financial results. Additionally, a serious pandemic or a natural disaster could severely disrupt the global, national and/or regional economies. A resulting negative impact on economic fundamentals and consumer confidence has the potential to increase the risk of default of particular portfolio investments, negatively impact market value, increase market volatility and cause credit spreads to widen, and reduce liquidity, all of which could have an adverse effect on a Client's returns and ability to make new investments. No assurance can be given as to the effect of these events on the value of or markets for portfolio investments.

Additionally, the Clients or portfolio investments can be affected by force majeure events such as events beyond the control of the party claiming that the event has occurred including, without limitation, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism and labor strikes. Some force majeure events may adversely affect the ability of a party, including a Client, portfolio company or a counterparty to a Client or a portfolio company, to perform its obligations until it is able to remedy the force majeure event. In certain circumstances, a Client or a portfolio company may be a party to a contract which does not provide a remedy in favor of the Client or such portfolio company if a force majeure event occurs. In this event, the Client or such portfolio company may be required to continue to comply with its obligations (including, but not limited to, payment or performance of its obligations) under the contract even though it may not receive some or all of the benefits to which it is entitled under such contract. Such a circumstance can cause the Client or such portfolio company to suffer economic loss, and such loss has the potential to be exaggerated if a force majeure event subsists for an extended period of time.

Certain force majeure events, such as war or an outbreak of an infectious disease, could have broader negative impact on the world economy and international business activity generally or in any of the countries in which a Client has invested. A resulting negative impact on economic fundamentals and consumer confidence can increase the risk of default with respect to particular investments, negatively impact market value, increase market volatility and cause credit spreads to widen and reduce liquidity, each of which could have an adverse effect on the performance of portfolio investments, the Clients' returns and the ability of a Client to make and/or dispose of portfolio investments. No assurance can be given as to the effect of these events on the value of, or markets for, portfolio investments, or a Client's or a portfolio investment's ability to recover therefrom.

*Financial Institution Risk; Distress Events.* An investment in a Client is subject to the risk that one of the Client's banks, brokers, hedging counterparties, lenders or other custodians of some or all of the Client'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, May River, the Clients 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 May River to manage the Clients and their investments, and on the ability of May River, any Client 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 Client to pay fees and expenses in the event the Client 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 Client 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 May River and/or the portfolio companies to make payroll, fulfill obligations and maintain operations. Although May River 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. In addition, in the event May River determines to change Financial Institutions, there is a risk that the transfer of



cash or other assets, especially if done in an expedited manner, will result in a technical violation of Advisers Act Rule 206(4)-2 (the “Custody Rule”), even if performed in the Firm’s best judgment of its efforts to fulfill its obligations and maintain operations, including its ability to close transactions, make payroll or otherwise.

Many Financial Institutions require, as a condition to using their services or otherwise, that May River and/or the relevant Client maintain all or a set amount or percentage of their respective accounts or assets with such Financial Institution or its affiliate(s) and/or require capital calls to be funded into accounts at such Financial Institution (each, a “Custodian”), which heightens the risks associated with a Distress Event with respect to such Custodians. Although May River seeks to do business with Custodians that it believes are creditworthy and capable of fulfilling their respective obligations to the Clients, May River 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.

*Inflation.* The U.S. economy is currently in a period of high inflation. Investments could have revenues linked to some extent to inflation, including, without limitation, by government regulations and contractual arrangement. As inflation rises, an investment could earn more revenue but could incur higher expenses. As inflation declines, an investment might not be able to reduce expenses commensurate with any resulting reduction in revenue. Furthermore, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on investments. Accordingly, there can be no assurance that a higher rate of inflation will not have a material adverse effect on the Clients’ investments.

*Deterioration of Credit Markets Can Affect Ability to Finance and Consummate Investments.* In the event that the global credit markets deteriorate and it becomes more difficult for investment funds such as the Clients to obtain favorable financing for investments, the Clients’ ability to generate attractive investment returns will potentially be adversely affected to the extent the Clients are unable to obtain favorable financing terms for their investments. Increased government regulation and oversight of lenders or potential lenders will possibly reduce available credit and depress the value of leveraged assets. Moreover, to the extent that such marketplace events are not temporary and continue, they will have an adverse impact on the availability of credit to businesses generally and could lead to an overall weakening of the U.S. and global economies. Such marketplace events also possibly restrict the ability of the Clients to realize their investments at favorable times or valuations.

*Economic Disruptions Due to Public Health Emergencies.* Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, ebola and the current outbreak of COVID-19, have resulted and are resulting in market volatility and disruption, and COVID-19 and any 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 Clients. *Illiquidity of Investments.* The Clients’ respective investments in portfolio companies generally will be illiquid and not readily marketable, and the transferability of such investments generally will be restricted under the terms of the documents

governing such investments. There can be no assurance that any Client will be able to liquidate a particular interest in any portfolio company at the time and upon the terms it desires. Less marketable or illiquid investment positions are generally more difficult to value than more marketable assets due to the unavailability of reliable market quotations and other factors. The ability of the Clients to successfully exit and achieve liquidity on their investments is dependent in large part on the condition of, and valuations available or reflected in, the public equity markets and valuations available in privately negotiated transactions, generally, at the time, neither of which can be projected with any certainty. The sale of less marketable securities or other assets can sometimes require more time and result in lower prices, due to higher brokerage charges or dealer discounts and other selling expenses, than the sale of more marketable assets. The disposition of illiquid assets has the potential to involve distributions in kind to the investors. After a distribution of securities in kind, it is possible that investors will, in their discretion, 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 are sold could, in some instances, be lower than the value of such securities determined pursuant to the Governing Documents, including the value used to determine the amount of Carried Interest available to the General Partners with respect to such investment.

*Use of Leverage.* Each Client generally makes use of leverage by having a portfolio company incur debt to finance a portion of its investment in such portfolio company, including in respect of companies not rated by credit agencies. While investments in leveraged companies offer the opportunity to improve rates of investment return and/or reduce the overall cost of capital for such companies, leverage generally magnifies both the opportunities for gain and the risks of loss from investments, and the magnification of the risk of loss has the potential to be substantial. The cost and availability of leverage is highly dependent on the state of the broader credit markets, which can be impacted by regulatory restrictions and guidelines and which are difficult to accurately forecast. As a result, at times the Firm could find it difficult to obtain or maintain the desired degree of leverage. The availability of leverage also is subject to governmental and regulatory oversight, and certain governmental bodies (including the U.S. Federal Reserve System, the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation) can restrict or otherwise discourage lending that results in companies carrying large amounts of debt.

The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and often reduces or limits 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 Clients' 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 Clients' investments in the leveraged portfolio companies in a down market. In the event a portfolio company cannot generate adequate cash flow to meet its debt service, the respective Client would likely suffer a partial or total loss of capital invested in such portfolio company, which could adversely affect the returns of a Client overall. Additionally, lenders would typically have a claim that has priority over any claim by a Client to the assets of such portfolio company in an insolvency event or proceeding. Should the credit

markets be limited or costly at the time a Client determines that it is desirable to sell all or a part of a portfolio company, a Client would not necessarily achieve an exit multiple or enterprise valuation consistent with its forecasts. If a portfolio company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal amount of financial leverage, a Client would likely hold a larger than expected equity investment in such portfolio company and realize lower than expected returns from the portfolio company that would adversely affect such Client's ability to generate attractive investment returns for the Client as a whole. Any failure by lenders to provide previously committed financing could also expose a Client to potential claims by sellers of businesses which a Client has been contracted to purchase.

Although borrowings by a Client have the potential to enhance overall returns that exceed the Client's cost of capital, such borrowings increase the potential exposure of a Client to a particular investment above the level that the Client would have typically made had an investment been limited to equity. Any such borrowings would further diminish returns (or increase losses on capital) to the extent overall returns are less than the Client's cost of funds. To the extent a Client uses borrowed funds in advance or in lieu of capital contributions or a portfolio company borrows funds directly through the Client's credit facility, it will sometimes be necessary for a Client's investors to make later capital contributions, with the Client bearing the expense of interest on such borrowed funds, but also maintaining an ability to recover such interest cost from the related portfolio company. Calling a large amount of capital at once to repay the then-current amount outstanding under the credit facility could cause liquidity concerns for investors that would not arise had the Firm called smaller amounts of capital incrementally over time as needed. This risk would be heightened for an investor 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 investor to meet the accumulated, larger capital calls at the same time. In addition, a Client's use of borrowed funds has the potential to impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and will potentially make net IRR calculations higher than they otherwise would be without Client-level borrowing (especially where financing remains outstanding for longer durations), as these calculations generally depend on the amount and timing of capital contributions, which timing is shortened by virtue of the use of the line of credit either (i) by purchasing an investment prior to a capital call or (ii) by facilitating a distribution in advance of the settlement of a transaction or in advance of when funds would otherwise have been available. The Clients typically pay interest on amounts borrowed under the credit facility and also pay a fee on the undrawn portion of the credit facility. Clients customarily pay a one-time fee for establishing the credit facility as well as certain other one-time and recurring fees and expenses. While a Client will bear the net expense of borrowed funds, such borrowings can also increase the Carried Interest received by the applicable General Partner and/or Manager by effectively reducing or eliminating the preferred return received by the investors and accelerating or increasing distributions of Carried Interest to the relevant General Partner. May River therefore has a conflict of interest in deciding whether to borrow funds because the General Partners and/or Manager have the potential to receive disproportionate benefits from such borrowings and can be deemed to benefit during fundraising from the enhanced IRR.

The Clients will likely also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt) or otherwise be liable therefor, and it is not expected that the Clients would be adequately or at all compensated for providing such guarantee or exposure to such liability. While the use of leverage by the Clients also has the potential to result in interest expense and other costs to the Clients that would not necessarily be covered by distributions made to the Clients or appreciation of their investments, May River, where applicable and allowable, seeks to have the borrowing entity to repay the applicable Client for a portion or all of the cost of interest on the use of the line and any other expenses, as relevant. The Clients generally incur leverage on a joint and several basis with parallel funds and alternative investment vehicles ("AIVs") of the Clients and would typically have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent the Clients incur leverage (or provide such guaranties), such amounts are typically secured by uncalled capital commitments made by the investors and such investor contributions would be required to be made directly to the lenders instead of the Clients.

*Use of Credit Facility.* The Clients use borrowed funds pursuant to a revolving credit facility or other debt facility, including a facility based on the aggregate capital commitments available to be called. The Clients' use of such facilities will be determined by the General Partners and the performance of the Clients will potentially be impacted by how May River causes the Clients to utilize such facilities. Although the use of such a facility generally increases the Clients' ability to swiftly invest capital, it also will cause the Clients to incur interest expense and other costs. Conflicts of interest arise in that the use of such facilities would likely delay the need for investors to make certain contributions to the Clients, which would enhance the Clients' performance figures and thereby benefit May River and its affiliates.

In borrowing on behalf of a Client, May River is subject to potential conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Client, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Client's preferred return, May River is expected to have incentives to cause the Client to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when a Client borrows, makes the relevant investment or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Client-level borrowing typically will reduce the amount of preferred return to which the investors would otherwise be entitled had May River called capital, and thus could result in May River receiving carried interest sooner than it would without borrowing. In addition, when the Management Fee is calculated as a percentage of invested capital, an investor would pay Management Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to investors will be commensurate with such costs.

For administrative convenience, capital calls, including those used to pay interest on credit facilities, asset-backed facilities and other indebtedness, will from time to time be “batched” together into larger, less frequent capital calls or closings, with the Clients’ interim capital needs being satisfied by the Clients borrowing money from such facilities. The interest expense and other costs of any such borrowings will be Client expenses and, accordingly, will decrease the net returns of the Clients. In addition, the batching of capital calls amplifies the magnitude of potential defaults by investors as a result of there being fewer but larger capital calls. To the extent a subscription facility is due upon demand by a lender, such a demand will potentially be issued at an inopportune time at which liquidity is generally constrained, potentially resulting in greater defaults as a result of liquidity constraints on investors and/or investors facing similar capital calls in multiple funds and being unable to satisfy all such demands simultaneously. Finally, the existence of a subscription facility will sometimes impair an investor’s ability to transfer its interest in the Clients as a result of restrictions imposed on such transfers by the lender.

*Non-Controlling Investments.* The Clients will at times hold a meaningful minority stake in a privately held company and in some cases, will have limited minority protection rights. In addition, during the process of exiting certain investments, a Client will at times 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 Client holds would not necessarily have the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where a Client holds a minority stake, it will likely be more difficult for the Client to liquidate its interests than it would be had the Client owned a controlling interest in such company. Even if a Client has contractual rights to seek liquidity of its minority interests in such companies, it will generally be difficult to sell such interests or seek a sale of such company upon terms acceptable to such Client, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

*Director Liability.* The Clients will generally seek to obtain the right to appoint one or more representatives to the board of directors (or similar governing body) of the companies in which they invest. Serving on the board of directors (or similar governing body) of a portfolio company exposes the Clients’ representatives, and ultimately the respective Client, to potential liability. There can be no guarantee that all portfolio companies will obtain insurance with respect to such liability, and it is possible that the insurance that portfolio companies do obtain will be insufficient to adequately protect officers and directors from such liability. In addition, involvement in litigation can be time consuming for such persons and can divert the attention of such persons from a Client’s investment activities.

*Risk Management; Operational Controls.* The operational controls and risk management techniques used by the Clients involve third parties over whom May River does not exercise control, including outsourced providers of fund administration, legal, information technology and custody services. The proper operation of a Client and safekeeping of its assets depend on the performance and financial wherewithal of these third parties, as well as the continued operation and security of their systems. The operational controls and risk management techniques May River uses also necessarily include

subjective elements, making the judgment and discretion of the Firm's professionals fundamental to the risk management process. The greater the importance of subjective factors, the more challenging it becomes for the Firm to control for risk, which in turn increases the likelihood of unpredictable results with respect to a portfolio company and a Client's overall performance.

Additional operational risks arise from such factors as processing errors, human errors, inadequate or failed internal or external processes, failures in systems and technology (including those highlighted below under "Cybersecurity Risk and Identity Theft"), changes in personnel, errors caused by third parties or other disruptive events. While May River has adopted a business continuity program designed to minimize the disruption these events could otherwise cause to normal business operations, business continuity programs are inherently limited. For example, the Firm could experience unanticipated contingencies or the planned controls and oversight may not function as intended. In addition, certain circumstances, including natural disasters, war, terrorism, public health crises, power or utility shortages and other system failures and malfunctions, could prevent the Firm and its service providers from performing certain tasks, potentially for extended periods of time, including funding an investment, finalizing valuations, making a distribution or reporting to investors. Any such failure could cause losses to a Client.

*Cybersecurity Risks and Identity Theft.* Cybersecurity incidents, cyber-attacks, denial of service attacks, ransomware attacks and social engineering attempts (including business email compromise attacks), both generally and within the financial services industry, have been occurring globally at a more frequent and secure level and will likely continue to increase in frequency in the future. The Clients, their portfolio companies, their service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These information and technology systems are subject to a number of different threats or risks that could adversely affect the Clients and their investors, despite the efforts of May River and its 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 Clients and their investors. For example, these systems can be subject to damage or interruption from computer viruses, ransomware attacks, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. The use of internet or cloud-based programs, technologies and data storage applications generally heighten these risks, and the risks of attack are expected to be heightened in remote work environments. In addition, May River's systems could be vulnerable to supply-chain attacks, wherein attackers target third parties providing software or services in order to introduce vulnerabilities in May River's network or systems. Third parties can also attempt to fraudulently induce employees, customers, third-party service providers or other users of such systems to disclose sensitive information in order to gain access to May River's data or that of Client investors.

Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject. To the extent that a portfolio company is subject to cyber-attack or other unauthorized access is gained to a portfolio company's systems, such portfolio company has the potential to be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information; (ii) customer or portfolio company financial information; (iii) portfolio company software, contact lists or other databases; (iv) portfolio company proprietary information or trade secrets; or (v) other items. In certain events, a portfolio company's failure or deemed failure to address and mitigate cybersecurity risks could be the subject of civil litigation or regulatory or other action. Any of such circumstances has the potential to subject a portfolio company, or a Client, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at May River or one of its affiliates or service providers holding its financial or investor data, May River, its affiliates or the Clients would also be at risk of loss, despite efforts to prevent and mitigate such risks.

Although May River has implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, May River, the Clients and/or a service provider thereof will likely have to make a significant investment to fix or replace system components. The successful penetration or circumvention of the security of these systems, or a failure of these service provider's systems and/or of disaster recovery plans for any reason could cause significant interruptions in May River's, the Clients' and/or a service provider's operations. This could 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) and proprietary and/or confidential information relating to portfolio companies, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system and costs associated with system repairs. Data taken in such breaches can be used by criminals in identity theft, to commit insider trading, in obtaining loans or payments under false identities and other crimes that could affect the investors directly as well as affect the value of assets in which a Client invests. Such a breach or failure could harm May River's, the Clients' and/or a service provider's reputation, subject any such entity and their respective affiliates to legal claims, compliance costs and otherwise affect their business and financial performance. In addition, May River is likely to 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 which costs, under certain circumstances, can be borne by a Client.

*Portfolio Concentration.* Although each Fund has a limit (generally 20% of Fund I and 25% of Fund II) on the level of aggregate commitments that can be invested in any single portfolio company (which limit can be modestly adjusted based on any bridge financings or adjusted through amendment to a Fund agreement), diversification is not a requirement of the Funds. Accordingly, the Funds' investments generally include a small number of large positions. While this portfolio concentration has the potential to enhance total returns to investors, if any large position has a material loss, then returns to the investors would likely be lower than if they had invested in a well-diversified portfolio.

Similarly, because Pre-Fund Investments are concentrated into a single platform investment, any loss would result in greater risk and loss than if an investor had invested in a well-diversified portfolio.

*Risk of Limited Number of Investments.* Because each Client only makes a limited number of investments, and more specifically, in the case of the Pre-Fund Investments, a single platform investment, and such investments generally will involve a high degree of risk, poor performance by even a single portfolio company could severely affect the total returns to investors. Other than as set forth in the Governing Documents, investors have no assurance as to the degree of diversification of a Client's investments, either by geographic region, asset type or sector. To the extent a Client concentrates investments in a particular issuer, security or geographic region, its portfolio companies will become more susceptible to fluctuations in value resulting from adverse economic or business conditions with respect thereto. As a consequence, the aggregate return of a Client can be adversely affected by the unfavorable performance of one or a small number of portfolio companies or in the case of the Pre-Fund Investments, its sole investment. Moreover, because it is not reasonable to expect all of the Funds' investments to perform well or even return capital, for the Funds to achieve above average returns one or a few of its investments must perform very well. There are no assurances that this will be the case.

*Unspecified Investments.* Clients begin operations following the initial closing and an investor must rely upon the ability of May River to identify, structure and implement investments (including, add-on investments) consistent with each Client's investment objectives and policies. A Client, however, will potentially be unable to find a sufficient number of attractive opportunities or follow-on investments to meet its investment objectives. The success of a Client will depend on the ability of May River to identify suitable investments or follow-on investments, to negotiate and arrange the closing of appropriate transactions and to arrange the timely disposition of such investments. Furthermore, to the extent the investment strategy of a Client relies upon the recovery, stabilization or improvement of market and economic conditions and such events do not occur for an extended period of time, such Client would potentially not be able to invest a significant portion of its commitments during the commitment period of the Client.

*Hedging Policies/Risks.* A Client is permitted to employ hedging techniques in connection with the acquisition, holding, financing, refinancing or disposition of portfolio companies, and such portfolio companies themselves also have authority to utilize hedging techniques in order to enhance returns. While such transactions typically serve to reduce certain risks, such transactions themselves entail certain other risks, such as counterparty default, bankruptcy or insolvency, convergence and other risks all related with derivative instruments. Thus, while a Client can usually benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices, commodity prices, currency exchange rates and/or other events relating to such hedging transactions have the potential to result in a poorer overall performance for a Client than if it or its portfolio companies had not entered into such hedging transactions. Notwithstanding the foregoing, a Client will not be required to hedge currency fluctuations or interest rate risks.



*Indemnification; Absence of Recourse.* The Funds will be required to indemnify the relevant General Partner, May River, the members of the advisory committee and their respective managers, members, partners, officers, directors, shareholders, employees, advisors, agents, affiliates, assigns, representatives, personnel and other covered persons against claims, liabilities, damages, costs and expenses (including legal fees, judgments, amounts paid in settlement, and reasonable expenses of investigating or defending against any claim or alleged claim) incurred by them by reason of their activities or omissions or alleged activities or omissions (even if negligent) on behalf of the Funds or their investors, subject to certain exceptions. Additionally, such parties would potentially be entitled to exculpation by the Funds. Such liabilities have the potential to be material and have an adverse effect on the returns to the investors. For example, in their capacity as directors of portfolio companies, the members of the General Partners, Manager, or any other affiliates of the General Partners, Manager or May River will potentially be subject to derivative or other similar claims brought by shareholders of such companies. The indemnification obligation of the Funds would be payable from the assets of the Funds, including the unfunded commitments of investors. If the assets of the Funds are insufficient, the General Partners will potentially recall distributions previously made to investors (subject to certain limitations).

*Litigation.* In the ordinary course of its business, the Clients will potentially be subject to litigation from time to time. The outcome of such proceedings have the potential to materially adversely affect the value of the applicable Client and continue without resolution for long periods of time. Any litigation can consume substantial amounts of May River's and the principals' time and attention, and that time and the devotion of these resources to litigation will, at times, be disproportionate to the amounts at stake in the litigation.

*Executive Resource Group.* As mentioned in Item 5 above, it is May River's practice to retain certain ERG members to provide services to (or with respect to) the Clients or certain current or prospective portfolio companies in which the Clients invest. ERG members generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. These services can also include serving in management or policy-making positions for portfolio companies. ERG members receive certain types of compensation directly from May River from portfolio companies, or are reimbursed for certain expenses as further described above in Item 5. No such compensation or reimbursement received directly or indirectly by the ERG members will offset the Funds' Management Fee. Although May River intends to retain ERG members with a view to enhancing the value of portfolio companies (and, ultimately, the Clients) and/or improving portfolio company performance, a number of factors can result in limited benefits from such retention. In addition, notwithstanding May River's intention that ERG members provide a level of service at a value generally consistent with other relevant market alternatives, there can be no guarantee that other service providers or individual persons that are not ERG members would not be more qualified to provide the applicable services or be able to provide such services at a lesser cost.

*Reliance on May River.* Decisions made with respect to the management of the Clients will be made by May River. May River will have exclusive responsibility for the Clients' respective activities and, other than as set forth in the Governing Documents, investors will not be able to make investment or other decisions with respect to the management of any Client. The success of a Client will depend on the ability of May River, its principals and a Client's other investment professionals to identify and consummate suitable investments, to improve the operating performance of portfolio companies and to dispose of the investments of a Client at a profit. The loss of the services of one or more of May River's principals or such other persons could have an adverse impact on the Clients' ability to realize their respective investment objectives. There can be no assurance that the professionals making up particular investment teams will not change over time, that such professionals' roles in relation to such teams will not change over time, that such professionals will continue to serve in the same or similar roles thereon, or that each of May River's principals and other investment professionals will continue to be associated with the Clients throughout such Clients' anticipated term.

*Portfolio Company Management Team.* Each Client's portfolio company's day to day operations will be the responsibility of such company's management team. Although May River will be responsible for monitoring the performance of each investment and intends to invest in companies operated by strong management, there can be no assurance that the existing management team, or any successor management team, will be able to operate the portfolio company in accordance with a Client's plans or expectations.

*Bridge Financings.* From time to time, a Client provides interim financing in order to facilitate an investment on a short term, unsecured basis in anticipation of a future issuance of equity or long-term debt securities or refinancing. Such bridge loans would typically be able to be refinanced or replaced with a more permanent, long-term security; however, under certain circumstances and for reasons not always in a Client's control, such long-term debt securities may not necessarily be issued and such bridge loans may remain outstanding. In such an event, the interest rate on such loans would not adequately reflect the risk associated with the unsecured position held by the Client.

Clients on occasion draw on their line of credit to bridge financing to a parallel investment vehicle, such as to a parallel fund or to a portfolio company financing instrument. In such circumstances, the parallel fund or portfolio company are not guarantors on the line of credit although they do receive the benefit of the loan. The portfolio companies are anticipated to reimburse the Client for a portion or all of the interest expense on the related loan such that the corresponding Client will not generally incur the total amount of interest expense associated with use of the Client's line of credit.

*Reinvestment.* May River has the right to recall certain capital returned or distributed to the investors under the circumstances set forth in the relevant Client's Governing Documents. Accordingly, during the term of such Client, an investor would, at times, be required to make capital contributions in excess of its commitment (subject to certain limitations set forth in the Governing Documents), and to the extent such recalled or retained amounts are reinvested in investments, an investor will remain subject to investment and other risks associated with such investments.

*Insufficient Investment Opportunities.* Although May River has been successful in identifying attractive investment opportunities in the past, there is a potential that the Funds will be unable to find a sufficient number of attractive opportunities at appropriate prices to meet its investment objectives. The business of identifying and structuring private equity transactions is highly competitive and involves a high degree of uncertainty. However, the Funds' investors will be required to pay annual Management Fees during the commitment period based on the entire amount of their capital commitments.

*Contingent Liabilities Upon Disposition.* In connection with the disposition of an investment, the Clients, the General Partners and the Manager will generally be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties regarding 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 business, and could also be held responsible for the content of disclosure documents under applicable securities laws. Such individuals or affiliates will often 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 can result in contingent liabilities, which would likely be borne by the Clients and, ultimately, their investors.

*Agreements with Certain Investors.* May River has entered into side letters or other similar agreements with particular investors in connection with their admission to the respective Client without the approval of any other investor, which would have the effect of establishing rights under, altering or supplementing the terms of, or confirming the interpretation of applicable Client Governing Documents with respect to such investor in a manner more favorable to such investor than those applicable to other investors, and such rights can, in some cases, be significant. Such rights or terms in any such side letter or other similar agreement include, without limitation, (i) excuse, exclusion or withdrawal rights applicable to particular investments or investors (which increases the percentage interest of other investors in, and contribution obligations of other investors with respect to, certain investments); (ii) reporting obligations of May River; (iii) waiver of certain confidentiality obligations; (iv) desire of co-investment opportunities with the Funds; (v) consent of the applicable General Partner and/or Manager to certain transfers by such investor; or (vi) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of such investor.

*Use of Expert Networks and Data Analytics.* In connection with the evaluation of potential investment opportunities, May River on occasion engages expert networks and/or makes use of data analytics, including data provided by third-party vendors. May River seeks to avoid inadvertently obtaining confidential information from such sources and has therefore implemented policies and procedures to mitigate the risk that the use of expert networks or data analytics could result in the receipt of confidential information by investment professionals.

## Potential Conflicts of Interest

The material conflicts of interest that a Client encounters include those discussed below and elsewhere in this Brochure. The following summary is not intended to be an exhaustive list of all conflicts or their potential consequences. Identifying potential conflicts of interest is complex and fact intensive and it is not possible to foresee every conflict of interest that will arise during a Client's life. Investors should be aware that May River, its personnel, and its affiliates will likely in the future engage in further activities that can result in additional conflicts of interest not addressed below. There can be no assurance that May River will identify or resolve all conflicts of interest and, if resolved, that such conflicts will be resolved in a manner that is favorable to the Clients. In particular, May River expects in the future to identify additional conflicts of interest that currently are not apparent to the Firm or to the broader alternative investments industry, as well as conflicts of interest that arise or increase in materiality as the Firm develops new investment platforms or business lines and otherwise adapts to dynamic markets and an evolving regulatory environment. To the extent that May River identifies conflicts of interest in the future, the Firm intends to, but is under no obligation to, disclose these conflicts and their implications to investors through a variety of channels, including in subsequent Brochures or in other written or oral communications to the advisory committees or to investors more generally.

*Allocation of Investment Opportunities.* Until such time as May River is permitted under the Governing Documents to raise a successor investment fund to the currently investing Funds, the principals generally will pursue substantially all appropriate investment opportunities that meet the investment criteria of such Funds principally for the benefit of the Funds, subject to certain exceptions set forth in the Governing Documents. However, the principals currently, and will likely in the future, manage other investment funds besides the Funds and investments similar to those in which the Funds will be investing and direct certain relevant investment opportunities to those investment funds and investments. Over time, certain investment opportunities suitable for the Clients are likely also to be suitable for other investment funds sponsored by May River or its affiliates. In determining which investment Clients should participate in such investment opportunities, subject to the Governing Documents, May River, the principals and their affiliates are subject to potential conflicts of interest among the investors in the Clients. To determine which Clients will participate in the relevant investment opportunity, May River generally assesses whether an investment opportunity is appropriate for each relevant Client based on the terms of such Client's Governing Documents, as well as factors including but not limited to: each Client's investment restrictions and objectives, strategy, capital structure, risk profile, time horizon, investment size, tax sensitivity, tolerance for turnover, asset composition, cash level (if any), applicable regulatory restrictions, life cycle and structure. May River's allocation of investment opportunities among the Clients will not always be proportional. May River will determine the allocation of investment opportunities among Clients in a manner that it believes is fair and equitable consistent with its obligations and will typically take into consideration factors such as those set forth above.

Additionally, conflicts of interest can arise if a Client makes an investment in a portfolio company in conjunction with an investment made by another Client. There can be no assurance that the Client and the other investing client(s) will exit the investment at the same time or on the same terms, and there can be no assurance that the Client's return on such an investment will be the same. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to all participating Clients.

It is possible May River will cause a Client to forego certain investment opportunities in which May River and other conflict persons (as defined in the Governing Documents) invest, even though such prospective investment opportunities arguably would have been suitable for investment by such Client(s). Additionally, none of May River or the other conflict persons shall be restricted with respect to certain types of investments set forth in the Governing Documents, including certain follow-on investments in persons or entities in which such conflict person had a pre-existing investment and certain investments related or complementary to existing investments of such conflict person.

*Investor Transfer of Interest.* In certain cases, May River will have an opportunity (but, subject to any applicable restrictions or procedures in the relevant Governing Documents, no obligation) to identify one or more secondary transferees of interest in a Client. In the case of ordinary transfers, May River will not receive compensation for identifying such transferees and will use its discretion to select such transferees based on eligibility and other factors, and unless required by the relevant Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Client interests should be offered to one or more existing Client investors.

*Conflicts with Portfolio Companies.* In connection with the equity investments of the respective Clients, officers and employees of May River or its affiliates, including ERG members, often serve as directors of a portfolio company and in such capacity, will be required to make decisions that consider the best interests of such portfolio company. In certain circumstances, such as situations involving bankruptcy or near insolvency of a portfolio company, actions that would be in the best interest of the portfolio company will not necessarily be in the best interests of the Clients and vice versa. Further, from time to time, portfolio company board members approve compensation and other amounts payable to May River in connection with services provided by the Firm and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the relevant limited partnership agreement's offset provision for the applicable Fund, are in addition to the Management Fee or Carried Interest. Accordingly, in these situations, there will be conflicts of interests between such individual's duties as an officer or employee of May River and such individual's duties as a director of such portfolio company. Finally, on occasion a portfolio company will engage the services of a May River principal's family member in his or her professional capacity to provide services to such portfolio company, or a portfolio company will service a customer that has a family or personal relationship with a May River principal. Further, May River principals have made personal investments in companies which ultimately become customers of a portfolio company. Any such engagements are independently negotiated between the portfolio company and the customer or service provider at rates that are believed to be at or below market.

*Affiliate Transactions.* From time to time, affiliates of May River expect to provide services to the Clients or their respective portfolio companies. In such event, such services will be provided on arms-length terms (unless otherwise approved by the relevant advisory committee), subject to certain exceptions set forth in the Governing Documents. However, normally such services will not be put out for competitive bidding by third parties, and the determination of the competitive cost or rates for such services will be made by May River in its sole discretion.

*Time and Attention.* May River and its affiliates expect to become involved in the operation and management of other private equity funds as well as other businesses and, while it is expected that they will devote an adequate amount of time to the management of the existing Clients, conflicts of interest can arise with respect to allocating their professional time between the Clients and their various other business pursuits. Unless restricted by the Governing Documents or May River's policies, May River personnel are permitted to serve on boards or act in other roles unaffiliated with May River, the Clients 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. Such companies are not portfolio companies of a Client and, as a result, any compensation received by an employee is not subject to the Management Fee offset described above, or otherwise shared with the Clients and/or investors.

*Co-Investment.* The Firm, in its sole discretion, provides or commits to provide co-investment opportunities to one or more Fund investors and/or third persons (including members of the ERG, in each case on terms to be determined by May River in its sole discretion). Conflicts of interest can arise in the allocation of such co-investment opportunities. The allocation of co-investment opportunities, which can be made to one or more persons for any number of reasons as determined by the Firm in its sole discretion, will not necessarily be in the best interests of the Funds or any individual investor. In exercising its discretion to allocate co-investment opportunities with respect to a particular investment to and among potential co-investors and the terms thereof, the Firm considers some or all of a wide range of factors, which include, but are not limited to: the ability of a person to react promptly to co-invest opportunities; any strategic advantages that result from a person's participation in a co-investment opportunity; a person's commitment to a Fund; and/or the likelihood that a person will invest in a future fund sponsored by the Firm. The Firm is authorized to, in its sole discretion, charge a Management Fee and obtain a Carried Interest in respect of any such co-investment.

Co-investments with third parties through partnerships, joint ventures or other entities or arrangements can involve risks not present in investments where a third party is not involved, including the possibility that a third party co-venturer or partner will at any time have economic or business interests or goals that are inconsistent with those of the Funds, have financial difficulties (which would increase the possibility of default), or be in a position to take (or block) action contrary to the investment objectives of the Funds. In addition, if applicable, the Funds will in certain circumstances be liable for actions of its third party co-venturer or partner. In those circumstances where such third parties involve a management group, such third parties would likely receive

compensation arrangements relating to such co-investments, including incentive compensation arrangements.

In the event that a transaction in which a co-investment was to be sought ultimately is not consummated, all obligations, liabilities and out-of-pocket fees (including any breakup fees), costs and expenses relating to such unconsummated transaction generally will be borne by the relevant Fund which was to participate in such investment and not by any prospective co-investors.

*Allocation of Expenses.* May River from time to time incurs fees, costs and expenses, including in connection with transactions not consummated, on behalf of the Clients. To the extent such fees, costs and expenses are incurred for the account or for the benefit of multiple Clients, the Clients will typically bear an allocable portion of any such fees, costs, and expenses in proportion to the size of the investment commitment made or proposed to be made by each in respect of the entity to which the expense relates or in such other manner as May River considers fair and equitable. Although May River will endeavor to allocate such fees, costs and expenses on a fair and equitable basis, there can be no assurance that such fees, costs and expenses will in all cases be allocated appropriately. Notwithstanding the foregoing, it is possible that May River will in the future develop policies and procedures to address the allocation of expenses that differ from its current practice.

May River and its affiliates will from time to time incur fees, costs and expenses in connection with transactions not consummated on behalf of the Clients. To the extent practicable, any fees, costs and expenses that are incurred in connection with a consummated investment will be charged to the applicable portfolio company. To the extent such fees, costs and expenses are not charged to a portfolio company, they will be paid by each Client that participated or was expected to participate in such investment. The Clients will typically bear a portion of any such fees, costs, and expenses in proportion to the size of its actual or proposed investment commitment, or in such other manner as May River considers, in good faith, to be fair and equitable.

There are occasions when one Client (the “Payor Client”) pays an expense common to multiple Clients (the “Allocated Clients”). On such occasions, each Allocated Client will reimburse the Payor Client for its share of such expense, without interest, promptly after the payment is made by the Payor Client. There are also occasions where the Firm or a Payor Client pays an expense on behalf of a portfolio company. On such occasions, the portfolio company will reimburse the Firm or Payor Client for the expense, without interest, and such reimbursement will not be subject to the fee offset provision.

Some expenses incurred on behalf of one Client have the potential to benefit other Clients. For example, information May River obtains in connection with a Client’s research, due diligence and investment activities will be valuable to other Clients. Additionally, tools and resources developed at May River’s expense will be the intellectual property of May River and not the Client.

A conflict of interest could arise in May River’s determination of whether certain costs or expenses that are incurred in connection with the operation of the Clients meet the definition of Client operational expenses for which the Client(s) are responsible, whether such expenses should be borne

by May River or the manner in which May River allocates expenses among the Clients. The Clients will be reliant on the determinations of May River in this regard. Because the allocation process can be subjective, from time to time, it is possible that subsequent review of allocations could result in an identification of expenses that should have been allocated in a different manner, in which case measures would be undertaken to correct such circumstance, which might include a reversal of the original expense allocations, if possible, or such other equitable adjustment believed by May River to be the most appropriate corrective measure to ensure allocations are equitable on an overall basis in May River's good faith judgment.

*Other Fees.* As described in Item 5 above, May River and its respective affiliates receive certain cash and non-cash fees from portfolio companies in connection with the purchase, monitoring or disposition of portfolio companies or in connection with unconsummated transactions (e.g., directors, breakup, closing, investment banking, consulting, placement, monitoring, advisory and other similar fees). Except for the offsets discussed in Item 5 above, investors will receive no benefit from such fees.

Additionally, a portfolio company typically will reimburse May River or service providers retained at May River's discretion for expenses (including, without limitation, travel expenses) incurred by May River or such service providers in connection with the performance of services for such portfolio company. This subjects May River to conflicts of interest because the Clients generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Subject to the Governing Documents and their internal reimbursement policies and practices, May River determines the amount of these reimbursements for such services in its own discretion.

*Advisory Committee.* The Firm has appointed one or more investor representatives to its Funds' advisory committees, which have the ability to review and waive compliance with certain provisions of the Funds' Governing Documents, including resolving potential conflict of interest situations, and whose approval is required or would be requested in certain circumstances under the Governing Documents, including certain approvals or consents required by the Advisers Act. Pursuant to the terms of the Funds' Governing Documents, all investors are bound by the determinations of the advisory committee, regardless of whether an investor is represented by a member of the advisory committee. The Governing Documents provide that to the fullest extent permitted by applicable law, none of the advisory committee members shall owe any fiduciary duties to the Funds or any other investor. Members of the advisory committee will potentially have conflicts of interest that do not disqualify such members from voting or consenting to matters submitted to the advisory committee for consideration or review. Members of the advisory committee will also potentially have various business and other relationships with May River and its members, partners, managers, directors, officers, employees and affiliates. These relationships have the potential to influence their decisions as members of the advisory committee. To the extent that an investor is not represented by a member of the advisory committee, such investor will have no influence over matters submitted to the advisory



committee for review or approval. On any issue involving actual conflicts of interest, May River will be guided by its good faith discretion.

In addition, members of one Fund's advisory committee are members of another Fund's advisory committee. In such instances, a conflict of interest could be deemed to exist if an advisory committee is requested to provide consent with respect to transactions which involve a conflict of interest between two or more Funds on which such advisory committee members serve, and such members would be unlikely to recuse themselves from any such vote.

Pre-Fund Investments have their own board of managers on which sits at least one May River principal and at least one investor representative or ERG member.

*Conflicting Investor Interests.* Investors typically have conflicting investment, tax and other interests with respect to their investments in the Clients, including conflicts relating to the structuring and timing of investment acquisitions and dispositions. As a result, conflicts can arise in connection with decisions made by May River regarding an investment that would be more beneficial to one investor than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, May River generally will consider the investment, tax and other relevant objectives of the relevant Client and its investors as a whole, not the investment, tax, or other objectives of any investor individually.

*Illiquidity and Lack of Current Distributions.* An investment in the Clients should be viewed as illiquid, and generally will be neither transferable nor subject to withdrawal prior to termination. There is no market for interests in any Client, and none is expected to develop. Thus, investors would not be able to liquidate their investment, and interests in a Client would not necessarily be readily accepted as collateral for a loan. Moreover, interests in a Client are not redeemable and investors are not permitted to transfer their interests in any Client without prior consent of the General Partner and/or Manager, which can be withheld for any or no reason, in its sole discretion.

It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments will sometimes 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 can be sold at any time, it is expected that dispositions generally will occur a number of years after initial investment. Prior to disposition, there would likely be no current return on investments. Moreover, the expenses of operating the Clients, including payment of the Management Fees in the case of the Funds, have the potential to exceed a Client's current income, thereby requiring payment of expenses through the use of such Client's capital.

*Limited Recourse to the General Partners/Manager.* There are limited circumstances under which the General Partners or the Manager can be held liable to a Client or its investors. Accordingly, it would be difficult for the Client or the investors to pursue any form of action against the General Partners or the Manager.

*Transactions with Investors.* May River will sometimes admit certain investors into the Clients that are or will become service providers of, or business partners with, May River and/or its affiliates (including, without limitation, investors who are lenders, insurance agents, investment banks, broker-dealers, placement agents and legal counsel). May River will be subject to a conflict of interest in negotiating the terms of any such service or business arrangement because it would benefit from retaining such investors' investments in the Clients.

*Valuation of Assets.* There is not expected to be an actively traded market for most of the securities owned by the Clients. When estimating fair value, May River 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 securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values can, in some cases, differ from (i) values that would have been determined had an active market existed for such securities and/or (ii) the prices at which such securities are ultimately sold. The Firm has established a valuation policy, which it will follow when performing portfolio company valuations. Each General Partner will determine the value of the relevant Client's investments that are not readily marketable based on ASC 820 guidelines as promulgated by the Financial Accounting Standards Board and any subsequent valuation guidelines required of an investment fund reporting under generally accepted accounting principles as promulgated in the United States. There can be no assurance that the relevant General Partner will have all the information necessary to make valuation decisions in respect of these investments, or that any information provided by third parties on which such decisions are based will be correct. There can be no assurance that the valuation decision of a General Partner with respect to an investment will represent the value realized by the relevant Client on the eventual disposition of such investment or that would, in fact, be realized upon an immediate disposition of such investment on the date of its valuation. Accordingly, the valuation decisions made by May River could cause it to ineffectively manage the Clients' investment portfolio and risks and would also affect the diversification and management of the Clients' portfolio of investments. Additionally, the exercise of discretion in valuation can give rise to conflicts of interest, including in connection with determining the amount and timing of distributions of Carried Interest and with respect to Fund I and Fund II, the calculation of Management Fees.

While the valuation of the Clients' assets are performed internally by May River's own team and such valuations are not reviewed by an independent third party valuation consultant, all valuations are subject to an annual review by the Clients' auditors as part of each Client's annual financial statement audit. The exercise of discretion in valuation by the Firm has the potential to give rise to conflicts of interest, including excess valuations which would impact the amount and timing of distributions of Carried Interest and the calculation of Management Fees. Generally, there will be no retroactive adjustment in the valuation of any investment or the fees and/or performance-based compensation paid to the Firm to the extent any valuation proves to have not accurately reflected the realizable value of an investment.

In addition, the Firm regularly reports to investors, prospective investors and the investor community more generally, metrics of each Client's performance, such as rates of return and multiples-of-money, whose calculation depends on the value of the Clients' investments, including unrealized investments. These reports indicate the Firm's assessment of the overall performance of a Client and are important to the Firm's efforts to attract investors to the Firm and any current or future Client. An objective of May River's valuation methodologies and procedures is to eliminate any influence these incentives have on fair value determinations.

*Industry Relationships.* As with many other private equity fund sponsors, as part of May River's business, the principals, May River and its employees have developed relationships with third parties which have the potential to raise conflicts of interest. Such third parties include investment bankers, lenders, consultants, finders (including portfolio company finders), professional advisors (such as attorneys and accountants), investors, co-investors, current and former directors, officers and employees of current and former portfolio companies and former employees and members of May River as well as family members or close contacts of such persons. Certain of these third parties can, on occasion: (i) introduce investment opportunities to May River; (ii) arrange for, or facilitate the financing of, the purchase or recapitalization of current and potential portfolio companies; (iii) introduce portfolio companies to potential acquisition or merger candidates; (iv) facilitate the disposition of portfolio companies; or (v) provide investment banking, consulting, legal or advisory services to May River, the Clients or portfolio companies. Such third parties also on occasion provide goods or services to or have business, personal, familial, financial or other relationships with the principals. In addition, such third parties are sometimes investors in one or more Clients; co-invest in one or more portfolio companies; or provide other significant business or investment services to May River, May River employees, the Clients and/or their portfolio companies. Such third parties can be entitled to receive a portion of a Client's proceeds in connection with the sale of a particular portfolio company. Such third parties can also on occasion receive discretionary bonuses, transaction-based fees and/or directors' fees from, participation and/or profits or equity interests in a portfolio company or holding company in exchange for providing their services and such discretionary bonuses, fees, participation and/or profits or equity interests are not subject to the Management Fee offsets described in Item 5 above. These relationships have the potential to influence May River in deciding whether to select or recommend any such third party to perform services for the Clients or a portfolio company. Compensation in the form of profits or equity interests in a portfolio company or immediate holding company will generally have a dilutive impact on a Client's investment. The cost of any services provided by such third parties is expected to be borne directly or indirectly by the Clients or its portfolio companies, as applicable.

*Tangible and Intangible Benefits.* In connection with its services to the Clients and their investments, May River expects to receive the benefit of certain tangible and intangible benefits. For example, in the course of May River's operations, including research, due diligence, investment monitoring, operational improvements and investment activities, May River and its personnel expect to receive and benefit from information, "know-how," experience, analysis and data relating to Client or portfolio company (as applicable) operations, terms, trends, market demands, customers, vendors and

other metrics (collectively, “the May River Information”). In many cases, May River Information will include tools, procedures and resources developed by May River to organize or systematize May River Information for ongoing or future use. Although May River expects its Clients and their portfolio companies generally to benefit from May River’s possession of May River Information, it is possible that any benefits will be experienced solely by other or future Clients or portfolio companies (or by May River and its personnel) and not by the Client or portfolio company from which May River Information was originally received. May River Information will be the sole intellectual property of May River and solely for the use of May River.

Additionally, May River and its employees receive certain intangible and/or other benefits or perquisites arising or resulting from their activities on behalf of a Client, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Client expenses often result in “miles” or “points” or credit in loyalty/status programs to May River and/or its employees and such rewards or amounts will exclusively benefit May River and/or such employees and will not be subject to the offset arrangements or otherwise shared with such Client, its investors or the portfolio companies.

*Conflicts Related to the Interpretation of Governing Documents and Other Legal Requirements.* The Governing Documents of each Client and related documents are detailed agreements that establish complex arrangements among May River, investors, Clients, the General Partners, the Manager and other entities and individuals. Questions can arise under these agreements regarding the parties’ rights and obligations in certain situations, some of which will not have been contemplated at the time of the agreements’ drafting and execution. In these instances, the operative provisions of the agreements, if any, can be broad, general, ambiguous or conflicting and permit more than one reasonable interpretation. At times there will not be a provision directly applicable to the situation. While May River will construe the relevant agreements in good faith and in a manner consistent with its legal obligations (and, when appropriate, in consultation with external legal counsel), the interpretations May River adopts will not necessarily be, and need not be, the interpretations that are the most favorable to the Clients or their investors.

*Conflicts Related to the Withholding of Certain Information.* The Governing Documents of the Clients generally permit the applicable General Partner or Manager to withhold information from designated investors in such Client under specified circumstances. For instance, information will at times be withheld from investors that are subject to Freedom of Information Act or similar requirements.

*Cross Transactions.* In infrequent circumstances, May River effects a cross transaction between Clients. Such cross transactions create conflicts of interest because by not exposing such buy and sell transactions to market forces, it is possible that (i) a Client will not receive the best price possible or (ii) May River will have an incentive to improve the performance of one Client by selling underperforming assets to another Client in order, for example, to earn fees. In effecting a cross transaction, the Firm will seek to ensure that the purchase or sale is effected at a price that is comparable to what price could be obtained through an arm’s-length transaction with a third party

and that is otherwise fair to both parties, which in some cases can include receiving a fairness opinion, receiving a legal opinion, or engaging a placement agent and/or investment banker, each as appropriate. In certain circumstances, May River reserves the right to determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to the Client under then-current market conditions. The Firm will maintain documentation to memorialize the basis for determining fairness in pricing. Neither the Firm nor any affiliates will receive any compensation for effecting a cross-fund transaction.

*Employee Investors.* It is expected that certain of May River's employees and personnel will invest in a Fund directly or as part of a General Partner's commitment to a Client. Subject to applicable law, the terms of an investment by an employee differ from, and are more favorable than, those of an investment by an external investor. For example, employee investors generally will not be subject to a Management Fee and/or Carried Interest with respect to their investment and will generally receive information regarding investments at different times than other investors.

### **Item 9 – Disciplinary Information**

Like other registered investment advisers, May River is required to disclose all material facts regarding any legal or disciplinary events that would materially impact an investor's evaluation of May River or the integrity of May River management. May River and its management persons have not been subject to any material legal or disciplinary events applicable to this Item.

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

Neither May River nor any of its management persons are registered or have an application pending to register as a broker-dealer or a registered representative of a broker-dealer. Neither May River nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing.

May River does not have arrangements with a related person who is a broker-dealer, municipal securities dealer, government securities dealer or broker, investment company, financial planning firm, futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships that are material to its advisory business, the Clients or its investors. May River has and will continue to develop relationships with professionals who provide services it does not provide, including legal, accounting, banking, investment banking, tax preparation, insurance brokerage, information technology, compliance and other services. Some of these professionals provide services to the principals, the Clients or their portfolio companies. Additionally, some of these professionals are investors in May River Clients, either personally or through their company.

As described above in Item 4, May River is affiliated with the Funds' General Partners, which are deemed registered with the SEC under the Advisers Act pursuant to May River's registration. May River, the General Partners and Manager operate as a single advisory business together and serve as the General Partner or Manager of private investment funds and other pooled vehicles and share common owners, officers, partners, employees, ERG members, consultants or persons occupying similar positions. The General Partners do not have employees of their own.

From time to time, May River receives training, information, promotional materials, meals, entertainment, gifts or other perquisites from vendors and others with whom it does business or to whom it makes referrals. However, at no time will May River accept any benefits, gifts, entertainment or other arrangements that are conditioned on directing individual Client transactions to a specific investment, product or provider. Similarly, May River employees have in the past, and expect in the future, to speak at or attend conferences and programs for potential investors interested in investing in private funds and other industry events that are sponsored by various investment bankers, broker-dealers or others. Through such capital introduction and other industry events, prospective investors have the opportunity to meet with May River. Neither May River nor any Client compensates these investment bankers, broker-dealers or others for organizing such events or for investments ultimately made by prospective investors attending such events other than registration, sponsorship, membership or other similar fees paid to attend such events.

May River does not recommend or select other investment advisers for the Clients.

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

### **Code of Ethics**

Pursuant to Rule 204A-1 of the Advisers Act, May River has adopted a written code of ethics ("Code of Ethics") that sets forth standards of conduct expected of supervised persons and addresses conflicts that can arise from personal trading. The Code of Ethics requires all supervised persons to place Clients' interests ahead of the Firm's interests, to avoid taking advantage of his or her position and to maintain full compliance with the federal securities laws. With respect to third parties that are not subject to the trading restrictions under May River's Code of Ethics and that may otherwise obtain sensitive and nonpublic information relating to a Client deal (*e.g.*, co-investors, legal, financial, diligence, public relations and other similar service providers), such persons typically are subject to contractual provisions in confidentiality agreements or professional obligations that prohibit the misuse of any such information.

Supervised persons are required to certify their compliance with the Code of Ethics upon hire and on an annual basis. Supervised persons of May River who violate the Code of Ethics will be subject to remedial actions, including, but not limited to, censure, suspension or dismissal. Employees are also required to promptly report any violations of the Code of Ethics of which they become aware.

May River will provide a copy of its Code of Ethics to any existing or prospective investor upon request to May River's Chief Compliance Officer, Patrick Wasser at (312) 815-1360 or [pwasser@mayrivercapital.com](mailto:pwasser@mayrivercapital.com).

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

Certain May River employees and their family members have invested in the Clients, either directly or indirectly through such Clients' General Partner and/or Manager. As mentioned in Item 5 above, May River generally reduces all or a portion of the Management Fee and Carried Interest related to investments held by such persons. May River does not believe this arrangement presents any material conflict of interest since the General Partners' and Manager's interests are aligned with the interests of investors in such Clients.

Section 206(3) of the Advisers Act generally prohibits investment advisers from engaging in principal, cross and agency cross transactions without the appropriate disclosure and consent. May River will only enter into a principal, cross or agency cross transaction with the appropriate disclosure and consent. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account, knowingly buys from or sells any security to any advisory client. This also applies to any affiliates or controlling persons of the adviser (*i.e.*, an owner, employee or affiliate of the adviser, such as a General Partner). Cross trades between funds can also be considered to be principal transactions if the adviser (and/or its affiliates, owners, or controlling persons) own, in the aggregate, 25% or more of either fund. In the context of May River's business, a principal transaction would most likely refer to the practice of warehousing an investment for the formation of a future fund or May River or a Client General Partner purchasing the interest of an existing investor.

Cross transactions occur when an adviser or an affiliate arranges a transaction (*i.e.*, acts as broker) between two or more different clients or accounts that are managed by the same adviser or an affiliate. An adviser is not "acting as a broker" if the adviser receives no compensation (other than the advisory fee earned in the ordinary course of managing the assets) for effecting the transaction and therefore is not considered to be conducting a cross transaction under Advisers Act Section 206(3). In the context of May River's business, a cross transaction would occur when selling a portfolio company, investment or other asset from one Client to another. Agency cross transactions can also arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer, which is not applicable to May River.

In the event May River were to recommend a principal transaction or cross transaction, it would only be after: (i) the Firm has determined the transaction to be in the best interest of participating Clients; (ii) the transaction is in accordance with the relevant Governing Documents; (iii) proper disclosure is given to the relevant General Partner, advisory committee, directors, Manager or investors, as appropriate; (iv) consent is obtained from the appropriate parties; and (v) the Firm ensures that best execution is achieved for the transaction.

## **Personal Trading**

The personal trading policy for all May River personnel is set forth in May River's Code of Ethics and is acknowledged as received and understood by each supervised person. May River's personal trading policies are designed to ensure that no Client is disadvantaged by the transactions executed by any supervised person and that supervised persons in no respect misappropriate any benefit properly belonging to a Client. Under the Code of Ethics, May River supervised persons are required to file certain periodic reports with the Chief Compliance Officer, as required by Rule 204A-1 under the Advisers Act.

Because May River's business focuses primarily on private market investments, May River expects that instances of supervised persons having access to material nonpublic information regarding publicly traded securities will be relatively infrequent. May River supervised persons and their covered family members are prohibited from trading, either personally or on behalf of others, in securities while in possession of material nonpublic information regarding securities or communicating material nonpublic information about such securities to others. The Code of Ethics establishes guidelines for personal trading requirements, insider trading and reporting of personal securities transactions, including certain pre-clearance and reporting obligations. The Firm maintains a restricted list regarding issuers about whom it has material nonpublic information. Supervised persons are permitted to make securities transactions in their personal accounts, subject to certain limitations. Pre-clearance is required by supervised persons and their covered family members for certain personal securities transactions, including restricted list securities, initial public offerings and limited offerings. In addition, supervised persons are required to submit certain brokerage account statements or allow direct personal brokerage activity feed access to the Chief Compliance Officer for review.

The principals and employees of May River carry on investment activities for their own account and for family members, friends or others, and give advice and recommend securities which can differ from advice given to, or securities recommended or bought for, the Clients, even though their investment objectives are the same or similar. In addition, principals, employees and affiliates are permitted to buy securities in transactions offered to, but rejected by, the Clients or that are outside the investment mandate of the Clients. All such employee private investments are subject to pre-approval and review by the Chief Compliance Officer.

## **Conflicts of Interest**

If any matter arises that May River determines in its good faith constitutes an actual conflict of interest, May River will take such actions as are necessary or appropriate, and as permitted by any applicable Governing Documents, to address the conflict. The Governing Documents of each Client include a description of what May River believes to be the most significant conflicts of interest associated with an investment in that Client. Some of these conflicts are summarized in Item 8 above.



## **Item 12 – Brokerage Practices**

While May River generally focuses on securities transactions of private companies and generally purchases and sells such companies through privately negotiated transactions, the Clients on occasion engage broker-dealers and investment bankers to perform various services for the Clients and portfolio companies, such as assisting in the purchase or sale of a private portfolio company, assisting in the purchase or sale of shares of securities of a public portfolio company or purchasing or selling publicly traded securities. May River has sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker-dealer or investment banker, if any, to be used to effect transactions for the Clients. In executing transactions, May River will seek best execution of the transaction. Best execution is a qualitative assessment that takes into account the full range and quality of a broker-dealer or investment banker's services and is satisfied by obtaining the most advantageous overall terms for the Client(s) when weighing all factors relevant to the transaction. Best execution is therefore not necessarily determined by lowest possible commission rates.

Whether for private or public securities transactions, May River selects a broker-dealer or investment banker with the overall aim of maximizing returns for the Client and based on May River's judgment regarding a variety of factors, including but not limited to: (i) May River's prior experience with the broker-dealer or investment banker; (ii) the broker-dealer or investment banker's execution capabilities, financial responsibility, reputation and expertise within the industry; (iii) the broker-dealer or investment banker's responsiveness to the Firm; (iv) the Firm's prior experience with the broker-dealer or investment banker; (v) the broker-dealer or investment banker's expertise in dealing with investments that are restrictive or illiquid in nature; (vi) the type and size of the transaction involved; (vii) the value of any research services provided; and (viii) the commission rates.

Although May River generally seeks competitive commission rates, it will not necessarily pay the lowest commission or commission equivalent, especially in private securities transactions that rely heavily on the specialty services or experience of a broker-dealer or investment banker that operate outside of a competitive bidding environment. Transactions that involve such specialized services on the part of the broker-dealer or investment banker can thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services. May River believes the commissions or mark-ups charged are competitive with those that others charge.

May River does not receive research or other soft dollar benefits in connection with securities transactions for the Clients, does not receive Client referrals in connection with selecting or recommending broker-dealers for the Clients and does not engage in directed brokerage. In the event May River were to aggregate the purchase or sale of securities for Client accounts, it would do so on a pro rata basis.

## **Item 13 – Review of Accounts**

The investment portfolios of each Client are generally private, illiquid and long-term in nature and accordingly May River's review of them is not directed toward a short-term decision to dispose of

securities. Decisions as to when to purchase or sell a portfolio company are made by the investment committee. May River closely monitors the portfolio companies of its Clients and maintains an ongoing oversight position in such portfolio companies. A team of investment professionals reviews each Client's portfolios on an on-going basis. The team generally includes at least one principal as well as other investment professionals of May River. These reviews include, without limitation, sales trends, margins, profitability, debt to equity ratios, material business developments, competitive landscape and management. May River holds board seats for most of the investments it makes. It is not uncommon for the relevant investment professionals for an investment to be in regular, as often as weekly, contact with the portfolio company's senior management team. Moreover, partners of May River monitor portfolio company performance through regular management meetings, as well as detailed reviews of specific portfolio companies that occur as needed.

The investment committee or Chief Compliance Officer would perform additional reviews in the event that a portfolio company needed subsequent financing, in the event of a potential acquisition or liquidity event, or if there were a serious performance issue.

May River provides to investors on behalf of each of its Clients a combination of the following reports: (i) audited financial statements prepared in accordance with United States generally accepted accounting principles ("GAAP") as promulgated by the Financial Accounting Standards Board ("FASB"), accompanied by the report of the independent certified public accountants within 120 days of fiscal year end (or earlier as agreed to in the relevant Governing Documents); (ii) unaudited financial statements for the first three quarters of each fiscal year; (iii) annual tax information necessary for the completion of tax returns (K-1s); and (iv) descriptive investment information for each portfolio company each quarter. All reports are sent to investors in writing and are delivered electronically through the Firm's investor portal for the Funds and through both the portal and email for the Pre-Fund Investments. The Firm also has contact with investors (personal visits, telephone, video conference and email) throughout the year as requested and/or as conditions warrant.

In the course of conducting due diligence or otherwise, investors periodically request information pertaining to May River's investments. May River responds to these requests, and in answering these requests provides information that is not generally made available to other investors who have not requested such information. Additionally, as it pertains to existing investors, upon request or pursuant to contractual obligations (such as agreed to in a side letter), certain investors receive additional information and reporting that other investors do not receive. The fact that May River provides such information upon request to one or more investors does not obligate May River to affirmatively provide such information to all investors. As a result, certain investors will have more information about a Client than other investors, and May River has no duty, and does not intend, to ensure that all investors seek, obtain or possess the same information regarding a Client and its investments and/or portfolio companies.

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

As described in Item 5 above, May River is entitled to receive directors fees, breakup fees, closing fees, investment banking fees, consulting fees, placement fees, monitoring fees, advisory fees or other similar fees and reimbursements from the portfolio companies held by the Clients. These fees are paid pursuant to separate agreements entered into with the portfolio companies to provide certain consulting services that May River believes will ultimately enhance the value of the companies and benefit the Clients and their investors.

These types of fee arrangements present potential conflicts of interest and provide May River with an incentive to recommend investments based on compensation received rather than the best interests of the Clients. To help mitigate this potential conflict of interest, an allocable portion of such benefits received by May River or its employees (but not ERG members) in connection with services rendered to portfolio companies or transactions of Fund I and Fund II are offset in whole or in part, depending on the Fund, against Management Fees payable by such Funds, to the extent described above and detailed in the relevant Fund's Governing Documents.

During fundraising for both Fund I and Fund II, May River engaged the services of M20 Private Fund Advisors LLC ("M20 Advisors"), a registered broker-dealer in good standing with FINRA and the SEC, to serve as the placement agent for Fund units. May River entered into a written agreement with M20 Advisors to solicit commitments from investors for the Funds in exchange for a percentage-based fee of the aggregate commitments placed, a retainer payment, plus payment of expenses. Fees payable to M20 Advisors were borne by May River indirectly through an offset against the Management Fee, although related expenses incurred pursuant to the agreement, including but not limited to placement agent travel, meal and entertainment expenses, were borne by the Funds.

## **Item 15 – Custody**

May River is deemed to have custody of the Clients' assets because the General Partners/Manager are not operationally independent from May River: each Client's General Partner/Manager generally has full discretion and control over Client investments and cash, including the ability to deduct fees from Client accounts. In order to comply with Advisers Act Rule 206(4)-2 (the "Custody Rule"), May River has elected to undergo an annual GAAP financial statement audit by a Public Company Accounting Oversight Board registered and inspected auditing firm for each of its Clients over which it is deemed to have custody, copies of which are (or will be, with respect to its newly closed Clients) delivered to the Clients and their respective investors within 120 days of fiscal year end (or earlier as agreed to in the relevant Governing Documents). In addition, upon the final liquidation of a Client, May River will obtain a final audit and distribute audited financial statements prepared in accordance with GAAP with respect to such Client to all underlying investors promptly upon completion of the audit. Investors are encouraged to carefully review such financial statements.

May River does not accept physical custody of any Client assets (other than certain privately offered securities to the extent permitted by the Advisers Act). Called capital is directly deposited or wired

into the relevant Client's qualified custodial account. May River receives monthly statements from each of its qualified custodians on behalf of the Clients.

#### **Item 16 – Investment Discretion**

May River generally receives and exercises complete discretionary authority to manage investments on behalf of the Clients as per the Governing Documents of each Client. Investment advice is provided directly to the Clients, subject to the discretion and control of the relevant General Partner and/or Manager, and not to investors in the Clients individually. To become an investor in a Client, an investor must execute certain Governing Documents with such Client, including a subscription agreement, limited partnership agreement, limited liability company agreement or other operating agreement as applicable. Such Governing Documents generally contain a power of attorney that grants May River or its General Partner or Manager (as applicable) certain powers related to the orderly administration of the affairs of the Clients. Once an investor executes these Governing Documents, with limited exceptions, such as certain conflicts of interest as discussed elsewhere in this Brochure, May River is not required to contact an investor prior to transacting any business.

Generally, May River's only restrictions with respect to managing a Client, such as (but not limited to) the type of securities in which a Client invests, will be contained in the relevant Governing Documents. However, an investor can seek to impose limitations on May River's authority through a side letter agreement and the Firm can choose to accept reasonable limitations or restrictions at its discretion. All limitations and restrictions placed upon May River's investment authority with respect to an investor's investment must be presented to May River in writing and agreed to by May River and such investor. Other investors are not provided with consent rights regarding such side letter agreements.

#### **Item 17 – Voting Client Securities**

By virtue of the applicable Governing Documents, May River has the authority to vote proxy statements on behalf of the Clients. However, given the nature of May River's advisory business, the Clients seldom hold public securities; the majority of "proxies" received by May River will be written shareholder consents or similar instruments for private companies owned by the Client. Specifically, from time to time, portfolio companies request May River (usually through the General Partner of the applicable Client) to consent to certain issues pertaining to the portfolio company's business and requiring equity owner approval. In these cases, May River considers factors that could affect the value of the investment and will act in the manner that it believes maximizes the value of its long-term investment in portfolio companies.

May River has adopted proxy voting policies and procedures pursuant to SEC Rule 206(4)-6. May River's proxy voting policy seeks to ensure that it votes proxies in the best interest of the Clients with a goal towards maximizing overall value. May River generally believe its interests are aligned with those of the Clients' investors through the principals' beneficial ownership interests in the Clients. In the event that there is a conflict of interest in voting proxies, May River's proxy policy provides that the Firm can address the conflict using several alternatives, including by seeking the approval or

concurrence of an advisory committee on the proposed proxy vote, or through other alternatives as set forth in May River's proxy voting policy. Investors in the Clients cannot direct how May River votes proxies or shareholder consents nor is May River required to seek investor approval or direction from investors when voting proxies or when giving consent on any matter requiring the consent of shareholders.

Firm principals and affiliated or unaffiliated third parties appointed by May River, including ERG members, often sit on the boards of portfolio companies to which May River provides operational, management and consulting services and, as such, exercise authority with respect to various issues faced by the portfolio companies. May River does not consider service on portfolio company boards by May River personnel and affiliated and unaffiliated third parties appointed by May River or their receipt of nominal board fees, if any, to create a material conflict of interest in voting proxies with respect to such companies.

May River will provide a copy of its proxy voting policy to existing or prospective investors upon request to Patrick Wasser, Chief Compliance Officer, at (312) 815-1360 or [pwasser@mayrivercapital.com](mailto:pwasser@mayrivercapital.com). Investors can also obtain information from the Firm, free of charge, about how May River voted previous public proxies, if any.

#### **Item 18 – Financial Information**

May River does not require or solicit prepayment of more than \$1,200 in fees per Client, six months or more in advance; has no financial condition reasonably likely to impair its ability to meet contractual commitments to Clients or investors; and has not been the subject of a bankruptcy proceeding.