

Investment Adviser Brochure

Clearhaven Partners LP

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This Investment Adviser Brochure (“**Brochure**”) provides information about the qualifications and business practices of Clearhaven Partners LP. If you have any questions about the contents of this Brochure, please contact us at (617) 221-7721 or info@clearhavenpartners.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“**SEC**”) or by any state securities authority.

Clearhaven Partners LP is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). However, our registration with the SEC does not imply any level of skill or training.

Additional information about Clearhaven Partners LP and its affiliates is also available on the SEC’s website at <http://www.adviserinfo.sec.gov>.

Material Changes

This brochure dated March 2023, amends Clearhaven's Brochure that was filed with the U.S. Securities and Exchange Commission ("SEC") on April 5th, 2022. While we have made changes to reflect general updates, no material changes have been made to this Brochure.

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Advisory Business

Clearhaven Partners LP, a registered investment adviser, is a Delaware limited partnership with its principal place of business in Boston, Massachusetts. Clearhaven Partners LP and its affiliated investment advisers provide discretionary investment advisory services to their clients, which currently consist of private investment funds. Clearhaven Partners LP was founded in August 2019 and commenced operations as an investment adviser in May 2020.

Clearhaven Partners LP's clients consist of Clearhaven Fund I, L.P. and Clearhaven Fund I-A, L.P. (each, a "**Fund**", and collectively, the "**Funds**"). Clearhaven Partners LP provides discretionary investment advisory services and serves as investment manager to the Funds (limited partners in the Funds are referred to as an "**Investor**"). Clearhaven Partners LP provides discretionary investment management advice and advisory services to the Funds (and not individually to Investors) pursuant to the terms of a private placement memorandum or other offering document (each, a "**Memorandum**"), limited partnership agreements or other operating agreements or governing documents (each, a "**Partnership Agreement**" and together with any relevant Memorandum, the "**Governing Documents**") and are further described below under "Methods of Analysis, Investment Strategies and Risk of Loss".

Clearhaven GP I, L.P. (the "**General Partner**") is an advisory entity affiliated with Clearhaven Partners LP.

Unless the context otherwise requires, references in this Brochure to "**Clearhaven**" should be construed to mean Clearhaven Partners LP. Where applicable the General Partner has arranged for services to be performed by Clearhaven Partners LP and its respective personnel in connection with the relevant investment management agreement between Clearhaven Partners LP and the General Partner on behalf of the Funds. The General Partner is subject to the Advisers Act pursuant to Clearhaven's registration in accordance with SEC guidance. This Brochure also describes the business practices of the General Partner, which operate as a single advisory business together with Clearhaven. Interests in the Funds are privately offered to qualified investors in the United States and elsewhere. The Funds are not registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

The Funds are private equity funds and generally invest through negotiated transactions in the equity securities of operating companies (each, a "**Portfolio Investment**" and collectively, the "**Portfolio Investments**") through transactions in each company (each, a "**Portfolio Company**", and collectively, the "**Portfolio Companies**"). Although investments are made predominantly in non-public companies, investments in public companies are permitted and the Funds may do so under certain circumstances. Clearhaven's investment advisory services to the Funds consist of identifying and evaluating investments, negotiating the terms of investment, managing, and monitoring the Portfolio Investments and ultimately completing dispositions of those Portfolio Companies. Personnel of Clearhaven Partners LP have and will likely serve on Portfolio Companies' boards of directors or otherwise act to influence control over management of the Portfolio Companies.

In addition to the Funds listed above, Clearhaven expects to advise certain vehicles to facilitate discrete investment opportunities and/or co-investments. The Funds or Clearhaven enter into side letters or similar arrangements ("**Side Letters**") with certain Investors that have the effect of establishing rights (including economic or other terms) under or altering or supplementing a Fund's Limited Partnership Agreement with respect to such Investors. Other Side Letter rights are likely to confer benefits on the relevant Investor at the expense of the relevant Fund or of Investors as a whole, including in the event that a Side Letter confers additional reporting, information rights and/or transfer rights, the costs and expenses of which are expected to be borne by the relevant Fund.

Additionally, as further described herein and in the Memorandum and/or the Partnership Agreements, it is Clearhaven's practice to retain or work with experienced business and financial executives and other professionals on a limited or regular basis operating professionals (some of which are designated by Clearhaven as an "Operating Partner," "Operating Advisor," "Operating Executive," or similar title and collectively, the "**Operations Group**") or other consultants or service providers to provide services to (or with respect to) one or more Funds or certain current or prospective Portfolio Companies in which one or more Funds invest (including assisting in the review and analysis of companies being considered for investment by the Funds) or those companies' management teams. Such Operations Group members generally will not be employees of Clearhaven and will provide services in relation to the identification, acquisition, holding, improvement, and disposition of Portfolio Companies, including operational aspects of such companies. These services may also include serving in management or policy-making positions for Portfolio Companies.

Clearhaven is responsible for investing the assets of each Fund in accordance with the investment objectives, policies, and guidelines set forth in its Memorandums and Partnership Agreements. Investors in the Funds participate in the overall investment program for the applicable Fund, but in certain circumstances are excused from a particular investment due to legal, regulatory, or other agreed-upon circumstances pursuant to the Governing Documents; such arrangements generally do not and will not create an adviser client relationship between Clearhaven and any Investor. The Funds or the General Partners have in the past, and are permitted in the future, to enter into Side Letters or other similar agreements with certain Investors that have the effect of establishing rights (including economic or other terms) under, or altering or supplementing the terms of, the relevant Partnership Agreement with respect to such Investors.

Additionally, from time to time and as permitted for in the Partnership Agreement, Clearhaven expects to provide (or, from time to time, agrees to provide) co-investment opportunities (including the opportunity to participate in co-investment vehicles such as the Executive Funds (as defined below)) to certain current or prospective investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, Clearhaven personnel and/or certain other persons associated with Clearhaven and/or its affiliates (such as a vehicle formed by Clearhaven's principals to coinvest alongside the Funds' transactions (the "**Executive Funds**")). Such co-investments typically involve investment and disposal of interests in a Portfolio Company at substantially the same time and on the same terms as the Fund making the investment, subject to certain exceptions set forth in the governing documents of such Fund, and are subject to certain fees and expenses, as described herein (generally including similar expenses as are borne by a Fund, and as agreed among Clearhaven and the relevant co-investor or co-investment vehicle). However, from time to time, for strategic and/or other reasons, a co-investor or co-invest vehicle (including a co-investing Fund) purchases a portion of an investment in a Portfolio Company from one or more Funds after such Funds have consummated their investment in such Portfolio Company (also known as a post-closing sell-down, syndication or transfer), which generally will have been funded through a Fund's capital contributions and/or use of a Fund credit facility. Any such purchase from a Fund by a co-investor or co-invest vehicle (including a co-investing Fund) generally occurs shortly (that is, typically within months) after the Fund's completion of the investment and prior to any changes in valuation of the investment. Where appropriate, and in Clearhaven's sole discretion, Clearhaven reserves the right to charge the co-investor or co-invest vehicle (including a co-investing Fund) interest on the purchase (or the purchase price otherwise is equitably adjusted at the discretion of Clearhaven under certain conditions) to compensate the relevant Fund for the holding period and generally will be required to reimburse the Fund for related costs. However, to the extent any such amounts are not charged to, or reimbursed by, a co-investor, such costs will be borne by the applicable Fund.

As of the December 2022, Clearhaven managed \$338,875,910 in client assets on a discretionary basis.

Clearhaven Partners LP and the General Partner are controlled and principally owned by Michelle C. Noon.

Fees and Compensation

In general, Clearhaven receives a management fee (the “**Management Fee**”), and the General Partner is entitled to carried interest in connection with advisory services provided to the Funds. Clearhaven or its affiliates are authorized to receive additional compensation, such as management and/or monitoring services or similar fees (“**Supplemental Fees**”), in connection with management and other services performed for Portfolio Companies of the Funds and, depending on the nature of such compensation and the terms of the Governing Documents, such compensation offsets in whole or in part the Management Fee otherwise payable to Clearhaven. In addition, in certain circumstances Clearhaven receives compensation for management and other services performed in circumstances where there are one or more co-investors investing in a Portfolio Company alongside the Funds; however, in certain circumstances such compensation will not offset the Management Fee otherwise payable to Clearhaven and the Funds will not benefit from such compensation. Clearhaven generally has broad discretion in structuring such compensation, and such compensation commonly is paid by Portfolio Companies. In accordance with a particular Fund’s Partnership Agreement, Clearhaven also generally has broad discretion in waiving all or a portion of such payments. It is expected that any future Funds will have a similar fee and compensation structure, although the amounts of fees and compensation will likely vary.

Management Fees

A Fund’s Management Fees will be calculated and charged on a basis that generally is not tied to the Fund’s then-current net asset value. Commencing on their effective date and during their respective investment periods, each of the Funds will generally pay the General Partner a Management Fee, typically quarterly in advance and calculated based on a specified annual percentage (generally equal to 2%) of aggregate Investor Commitments (as it pertains to each Fund, “**Commitments**”) as specified in each Fund’s Partnership Agreement. Generally, an Investor participating in a Fund’s closing after such Fund’s effective date (as further described in such Fund’s Partnership Agreement) bears the Management Fee from such Fund’s effective date. Commencing with the first Management Fee due date after the expiration of the investment period for a Fund, or earlier upon the occurrence of certain events as set forth in that Fund’s Partnership Agreement (the “**Stepdown Date**”), the Management Fee paid by a Fund will be calculated as a specified percentage (generally 2% as specified in a Fund’s Partnership Agreement) of (i) aggregate investment contributions, less (ii) the aggregate amount of investment contributions with respect to the portion of each investment that has been disposed of or permanently written-down, as determined in accordance a Fund’s Partnership Agreement. The Management Fee for investors in a Fund could vary in certain cases according to the size of their investment.

As a result, the amount of Management Fees generally will not correspond with fluctuations in the Fund’s net asset value, including following the investment period, and will not be reduced in connection with any write downs (whether temporary or permanent), except in the case of investment disposed of or permanently written down. Except where the Governing Documents expressly provide to the contrary, Management Fees will not be reduced (in whole or in part) in the case of partial distributions or partial sales of investments.

In many circumstances, the fair value component of such post-Stepdown Date Management Fees will include capitalized transaction-specific expenses of unrealized investments. Further, Management Fees generally will not be reimbursed or refunded under the Governing Documents in the event of realizations, dispositions or partial write-downs that occur partway through the relevant calculation period.

The Governing Documents set forth the full list of terms under which Management Fees will be reduced, offset or otherwise be limited, and consequently investors should expect to bear the full specified Management Fee rate in the Governing Documents until they are reduced in the circumstances and on the date(s) specified therein.

The Management Fee generally commences as of each Fund's effective date based on aggregate Investor Commitments, regardless of when an Investor is admitted. Except as otherwise agreed, each General Partner and investors who are affiliates, employees or other designees of such General Partner are not subject to carried interest or the Management Fee. Each General Partner is permitted to exempt certain Investors in the Funds from payment of all or a portion of Management Fees and/or carried interest. Any such exemption from fees and/or carried interest is permitted to be made by a direct exemption, a rebate by the applicable General Partner and/or its affiliates, or through other Funds which co-invest with a Fund, such as the Executive Funds. Investors in the Executive Funds are not expected to pay a Management Fee. The precise amount of, and the manner and calculation of, the Management Fee for each Fund are established by Clearhaven, in negotiations with Fund's Investors, and are set forth in such Fund's Partnership Agreement. The Management Fee, if any, for co-investments or co-investment vehicles, is negotiated by Clearhaven and any co-investors. Where the Governing Documents calculate Management Fees based on the amount of Investor Commitments or the amount of investment contributions, the amount of Management Fees generally will not be reduced based on reductions in investment value, except where specified by the relevant Governing Documents. As a general matter, Management Fees will be payable during term extensions unless otherwise agreed with Investors.

The Management Fee with respect to a Fund will generally be reduced by such Fund's allocable portion of Supplemental Fees consisting of (i) any directors' fees, financial consulting or advisory fees paid to Clearhaven or the relevant General Partner with respect to an applicable Fund (but not to the Operations Group as described more fully below) and (ii) transaction fees paid to Clearhaven or the relevant General Partner (as defined in the Partnership Agreement). The amount of the reduction with respect to the relevant Fund in each case generally will equal 80% of such allocable portion of amounts paid to Clearhaven, acting on behalf of such Fund with respect to its investment activities, attributable to the Investors of such Fund that pay a Management Fee, as determined in accordance with the relevant Limited Partnership Agreement. The remaining amount of such Supplemental Fees will be retained by Clearhaven.

As a matter of practice, Clearhaven is typically paid fees of the type referred to in the preceding paragraph from, on behalf of or with respect to co-investors in an investment. The receipt of such fees related to the co-investment does not reduce the Management Fee payable by any Fund(s) that have also invested in such investment, and as a result a Fund, in most cases, only benefits with respect to the relevant allocable portion on a fully diluted basis of any such fee and not the portion of any fee related to General Partner or affiliated partner commitments or that relates to such co-investors or potential co-investors (which could include co-investment vehicles managed by Clearhaven, third parties, portfolio company management or employees and/or others), which have the potential to be significant. Supplemental Fees will be offset only to the extent they are paid during the holding period of the relevant Fund, and investors generally will not receive the benefit of Supplemental Fees paid prior to the Fund's acquisition of the relevant investment. Similarly, in certain circumstances, Clearhaven expects that co-investors, lenders, consultants, or other parties from time to time will negotiate the right to share a portion of such fees from a particular investment, and the above-described offset percentage will be applied after excluding any amounts paid to such persons. Additionally, as further defined and described herein, it is Clearhaven's practice to use or retain certain Operations Group members (including entities formed for the benefit of such persons and/or to facilitate the provision of their services) to provide services to (or with respect to) certain Portfolio Companies in which one or more Funds invest. Such Operations Group members generally receive compensation and other amounts described herein from the relevant Portfolio Companies or Funds to which they provide services, but no such amounts will offset or reduce the Management Fee.

The Partnership Agreements permit the applicable General Partner to waive or agree to reduce the Management Fee. Certain waived portions of the Management Fee are treated by the Partnership Agreement as a deemed capital contribution by the General Partner, which is effectively invested in the Funds on the applicable General Partner's behalf and operates to reduce the amount of capital such General Partner would otherwise be required to contribute. The Investors would be required to make a pro rata contribution according to their respective Commitments to fund any contribution that would otherwise be required of the General Partner in connection

with any such waiver or reduction as described above and, as a result, the exercise of such waiver results in an acceleration (or delay) of Investor capital contributions. Waived or reduced Management Fees are not subject to the Management Fee offsets described above, and the amount of such waived or reduced Management Fees has the potential to be significant. Due to waived or reduced Management Fees and/or timing of receipt of compensation subject to offsets (as described above), it is possible that Management Fee offsets will be delayed or not be fully realized by Investors.

Carried Interest

Each General Partner generally will receive, with respect to the relevant Fund, a carried interest equal to 20% of all realized profits, subject to a specific preferred return with a related General Partner catch-up provision, as more fully described in a Fund's Partnership Agreement. As further specified in a Fund's Partnership Agreement, the carried interest distributed from certain Funds could be subject to a potential clawback or giveback at the end of the life of a Fund or at certain interim intervals as provided in the applicable Fund's Partnership Agreement if Clearhaven has received excess cumulative distributions.

Other Fees

Each Fund reimburses Clearhaven for each Fund's and its affiliated entities' organizational and startup expenses (as further described in the Partnership Agreements), including travel, printing, mailing, courier, legal, capital raising, accounting, regulatory compliance (including the initial compliance contemplated by the AIFMD or any similar law, rule, or regulation), and any administrative or other filings. Clearhaven bears the cost (through an offset against the Management Fee or otherwise) of all such organizational expenses of a Fund in excess of the amounts described in such Fund's Partnership Agreement, and of any placement fees payable to any placement agent in connection with the formation of the Funds.

In addition to the Management Fee and carried interest payable to Clearhaven, each Fund bears certain expenses. As set forth more fully in the applicable Partnership Agreement of each Fund, a Fund pays all fees, costs, expenses, liabilities and obligations relating to the Fund's and/or its subsidiaries' activities, business, Portfolio Companies or actual or potential investments, including with respect to any person formed to effect the acquisition and/or holding of a Portfolio Company (to the extent not borne or reimbursed by a Portfolio Company or potential Portfolio Company), including all fees, costs, expenses, liabilities and obligations (referred to collectively in this definition as "costs") relating or attributable to: (i) activities with respect to the origination, identification and sourcing of investment opportunities for the Fund, including attending and sponsoring industry conferences and events, meeting with consultants, finders, broker-dealers, investment banks and other sources of investments and developing and maintaining an investment pipeline; (ii) activities with respect to the pursuing, structuring, organizing, negotiating, consummating, financing, refinancing, diligencing (including any subscriptions to any periodicals, databases and/or research services), acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, dissolving or otherwise disposing of, as applicable, actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other costs payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third party diligence, software and service providers, consultants and similar professionals in connection therewith); (iii) indebtedness of, or guarantees made by, the Fund, Clearhaven, the General Partner or any affiliated Investor on behalf of the Fund (including any credit facility, letter of credit or similar credit support), including interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) financing, commitment, origination and similar activities; (v) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement, sales, investment banker, finder and similar services; (vi) brokerage, sale, custodial, depository, local paying agent, trustee, record keeping, account, registered office and similar services (including any depository appointed pursuant to the AIFMD and any Swiss representative or paying agent appointed pursuant to the Swiss Collective Investment Schemes Act (as amended), including any law, rule or

regulation relating to the implementation thereof); (vii) reporting, filings and other ongoing compliance requirements contemplated by the AIFMD or any similar law, rule or regulation (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings and compliance obligations related thereto), including secondary legislation, regulations, rules and/or associated guidance, and any related requirements; (viii) legal, accounting, research, auditing, technology, administration (including costs associated with any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, fairness opinions, appraisals or pricing services), consulting (including consulting and retainer fees, salary and other compensation paid to, and benefits or personnel costs provided to or on behalf of, the Operations Group or any of its members, consultants performing investment initiatives or providing services related to environmental, social and governance investment considerations and policies and other consultants), tax and other professional services (including costs related to the establishment or maintenance of any such activities or services); (ix) reverse breakup, termination and other similar arrangements; (x) insurance, including directors and officers liability, fidelity bond, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance (including costs related to any retention or deductibles and broker costs and commissions) and any consultants or other advisors utilized in the procurement, review, maintenance and analysis of insurance; (xi) filing, title, transfer, survey, registration and other similar activities; (xii) printing, communications, mailing, courier, marketing and publicity; (xiii) the preparation, distribution or filing of financial statements or other reports, tax returns, tax estimates, Schedule K-1s or similar forms or other communications with partners, any other administrative, compliance or regulatory filings or reports (including Form PF and Bureau of Economic Analysis Reports) or other information, including costs of any third-party service providers and professionals related to the foregoing; (xiv) compliance with any tax or financial account reporting regime, including FATCA, the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard and any similar laws, rules and regulations, including any costs of any third-party service providers and professionals related to the foregoing; (xv) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software (including accounting, investor reporting, ledger systems, financial management and cybersecurity) or other administrative or reporting tools (including subscription-based services); (xvi) any activities with respect to protecting the confidential or non-public nature of any information or data, including Confidential Information (including any costs incurred in connection with the EU Data Protection Law or FOIA); (xvii) to the extent provided in a Fund’s Partnership Agreement or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the Advisory Committee (including any out-of-pocket costs incurred by representatives of the General Partner, the Advisory Committee members, permitted observers and other persons in attending or otherwise participating in meetings of the Advisory Committee); (xviii) indemnification (including legal and any other costs incurred in connection with indemnifying any partner or other person pursuant to each Fund’s Partnership Agreement or otherwise and advancing costs incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement), except as otherwise set forth in the Partnership Agreement; (xix) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs of discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xx) any annual, periodic or special meeting of the partners, any conference, meeting, webcast or other video conference with any Investors(s) and any periodic meeting, training program and/or event involving Portfolio Company management, members of the Operations Group and/or other persons (in each case, including any costs associated with venue, set-up, room and board, dining, entertainment, gifts and mementos, honorarium, events or speakers and other meeting or conference-related costs), in each case to the extent incurred by the Fund, the General Partner or any other affiliate of the General Partner; (xxi) the Management Fee; (xxii) except as otherwise determined by the General Partner in its sole discretion, any cost relating to any alternative investment vehicle or its activities, business, Portfolio Companies or actual or potential investments (to the extent not borne or reimbursed by a Portfolio Company of such alternative investment vehicle) that would be a Fund expense if it were incurred in connection with the Fund, any costs incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to the Fund to the extent not paid by the partners investing in such entities and any

other costs related to any structuring or restructuring of any alternative investment vehicle, Portfolio Company or Portfolio Company of any alternative investment vehicle; (xxiii) the termination, liquidation, winding up or dissolution of the Fund and any persons owned directly or indirectly by the Fund (including Portfolio Companies) and related entities; (xxiv) defaults by partners in the payment of any capital contributions; (xxv) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Fund, the Parallel Fund, the General Partner, the Parallel Fund General Partner, the Ultimate General Partner, Clearhaven, any entities owned directly or indirectly by the Fund (including Portfolio Companies) and any alternative investment vehicle of the Fund or the Parallel Fund, including the preparation, distribution and implementation thereof; (xxvi) (A) compliance with any law, rule, regulation, policy, directive or special measure (including in relation to privacy, data protection, know-your-customer, anti-money laundering, sanctions or anti-terrorism considerations), including any legal, administrator, consulting or other third-party service provider costs related thereto, any regulatory costs of the General Partner or any of its affiliates incurred in connection with the operation of the Fund and any costs related to compliance with any environmental, social or governance or other investment considerations and policies applicable to the Fund, the General Partner and/or any of their respective affiliates and/or (B) the validation or other confirmation of any payments made to the Fund or the General Partner (including as a result of any anti-money laundering laws, rules or regulations); (xxvii) any litigation or governmental inquiry, investigation or proceeding, including any costs of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such costs or amounts have been determined to be excluded from the indemnification provided for in each Fund's Partnership Agreement; (xxviii) any consultants, experts or advisors engaged, including independent appraisers engaged in connection with the Fund considering, making, holding or disposing of, directly or indirectly, an investment in the same person as one or more investment vehicles (other than the Fund) managed or controlled by the General Partner or any of its affiliates; (xxix) unreimbursed costs incurred in connection with any transfer or proposed transfer contemplated by each Fund's Partnership Agreement or any Investor's name change, internal restructuring or change in trust, registered agent or custodian; (xxx) any taxes, fees and other governmental charges levied against the Fund and all costs incurred in connection with any tax audit, inquiry, investigation settlement or review of the Fund (except to the extent that the Fund is reimbursed therefor by a reimbursing partner) and any costs of or related to the Partnership Representative, provided that nothing in this clause (xxx) shall affect the treatment of any such amount pursuant to each Fund's Partnership Agreement; (xxxi) distributions to the partners and other costs associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxxii) unreimbursed and unpaid costs of the Operations Group or its members, employees or other persons engaged by the Operations Group; (xxxiii) compliance or regulatory matters, as set forth in each Fund's Partnership Agreement) and/or any side letter or similar agreement; (xxxiv) attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of the General Partner, Clearhaven or any of their respective affiliates at any trade conference, including any applicable registration costs and exhibition, sponsorship or other presentation costs; (xxxv) any travel (including, where appropriate as determined by the General Partner, the cost of using private aircraft or other private air travel at a cost not to exceed the cost of corresponding first class commercial airfare, other air travel, car or ride sharing services, other modes of transportation, meals, lodging and entertainment) and other meals and entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxvi) any of the items listed in clauses (i) - (xxxv) above relating to any investment, restructuring, taking public or private, disposition, transaction, project or other opportunity not consummated or otherwise not successful and/or that may have been offered to co-investors (including co-investors' proportionate share of any expenses related to an investment or other opportunity not consummated); (xxxvii) any organizational expenses; (xxxviii) any placement fees; and (xxxix) any other costs approved by the Advisory Committee; but not including (A) ordinary overhead and administrative expenses not described above that are payable by the General Partner and/or Clearhaven pursuant to each Fund's Partnership Agreement and (B) any expenses included as part of the definition of "investment contributions" in each Fund's Partnership Agreement. The foregoing shall be Fund expenses notwithstanding that they may be specially treated or excluded from being characterized as an expense under GAAP.

The Funds also bear expenses indirectly to the extent a Portfolio Company (or intermediate entity) pays expenses, including expenses of Clearhaven. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In certain cases, these or similar expenses (and/or Supplemental Fees) are expected to be charged to Portfolio Companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. Excluded from Fund expenses are Clearhaven's ordinary administrative and overhead expenses incurred in connection with managing, originating and monitoring investments, including employees' salaries, rent, utilities and other similar expenses specified in the relevant Partnership Agreement. Each Fund also generally will bear the costs of implementing, monitoring and complying with investment guidelines and directives relating to the Fund's strategy, including in Side Letters relating thereto. Additionally, subject to the Governing Documents, a Fund typically will bear certain unreimbursed expenses of Portfolio Companies and intermediate holding vehicles through which the Fund invests. As is typical for private equity funds, the Funds likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to Investors will be commensurate with such expenses. To the extent brokerage fees are incurred, such fees are incurred in accordance with the general practices set forth in "Brokerage Practices."

In the event that a Fund proposes to structure an investment using a blocker corporation or other intermediate entity to avoid causing Investors of that Fund to incur unrelated business taxable income or income "effectively connected with the conduct of a trade or business within the United States," all costs, expenses and reduction in proceeds attributable to such blocker corporation or other intermediate entity, including those related to the structuring, formation, operation and liquidation of, and all taxes incurred in connection with, related to or imposed on, a blocker corporation or other intermediate entity will be borne by the Investors investing through such intermediate entity.

The General Partner and/or its affiliates generally has discretion over whether to charge Supplemental Fees 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. The receipt of Supplemental Fees generally gives rise to potential conflicts of interest between the Funds, on the one hand, and the General Partners and/or their affiliates on the other hand.

Additionally, as further described herein and in the applicable Memorandum and/or Partnership Agreement of each Fund, it is Clearhaven's practice to employ, use or retain certain consultants to provide services to (or with respect to) the Funds or certain current or prospective Portfolio Companies in which the Funds invest. Such Operations Group members generally provide services in relation to the identification, acquisition, holding, improvement and disposition of Portfolio Companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policymaking positions for Portfolio Companies. Pursuant to the Partnership Agreement, compensation, fees and reimbursement of certain expenses associated with the services, may be paid and/or reimbursed by applicable Portfolio Companies and/or prospective Portfolio Companies, or directly by the Fund, and these consulting fees and expenses are not included as Supplemental Fees and do not offset the Management Fee. Operations Group members generally receive compensation, including, but not limited to consulting fees, transaction fees, a profits or equity interest in a Portfolio Company, profits or equity interests in one or more Funds or the General Partners, stock awards, incentive-based compensation or other compensation, which typically will be determined by Clearhaven. Such compensation may be determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of the relevant Operation Groups member, a percentage of the value of the Portfolio Company, the invested capital exposed to such Portfolio Company, amounts charged by other providers for comparable services and/or a percentage

of cash flows from such company. Operations Group members who hold a board seat at a Portfolio Company also would be expected to receive compensation for their board service. Any such compensation received by an Operations Group member may be paid and/or reimbursed by a Portfolio Company or prospective Portfolio Company or directly by a Fund, and no such amounts will result in reductions or offsets to the Management Fee. Additionally, Portfolio Companies may provide opportunities for Operations Group members to invest in such Portfolio Company and reimburse costs and expenses incurred by Operations Group members. Operations Group members also may receive remuneration from Clearhaven, the General Partner and/or the Fund or affiliates and/or be entitled to other forms of compensation, including equity grants in Portfolio Companies. Such investment opportunities, reimbursements and other compensation paid to an Operations Group member will not offset the Management Fee. Operations Group members may have a limited partnership or profit interest in the Funds, the General Partner, one or more other investment funds sponsored by the General Partner or in an affiliate of the General Partner. Although the General Partner intends to retain Operations Group members with a view to reducing costs to Portfolio Companies (and, ultimately, the Funds) and/or improving Portfolio Company performance, and integrating acquisitions, a number of factors may result in limited or no cost savings from such retention. In addition, the General Partner intends to retain only such Operations Group members which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

The Funds pay a non-refundable Management Fee in advance as set forth above. Withdrawals of capital from the Funds generally are not permitted. The Funds generally invest on a long-term basis. Accordingly, Management Fees are paid, except as otherwise described in the Partnership Agreements, over the term of the Funds and Investors generally are not permitted to withdraw or redeem interests in the Funds. Installments of the Management Fee payable for any period other than a full calendar quarter are adjusted on a pro rata basis according to the actual number of days in such period.

Performance Based Fees and Side-by-Side Management

As described under “Fees and Compensation,” certain of Clearhaven’s affiliates are entitled to receive carried interest distributions with respect to the Funds. The carried interest or incentive distribution is effectively equivalent to a percentage of a Fund’s net profits, subject to certain terms and conditions set forth in the Partnership Agreements of the Funds. Any share of Fund net profits paid to Clearhaven’s affiliate is separate and distinct from any annual Management Fees and other fees paid or borne by the Funds. Clearhaven intends to treat all of its clients fairly and to refrain from favoring one client’s interests (or Clearhaven’s own interests) ahead of another client(s). Clearhaven also expects in the future to manage accounts that are not charged performance-based compensation, or are charged performance-based compensation in lower percentages or with higher preferred return amounts that must be met before Clearhaven is compensated. This practice could present a conflict of interest because Clearhaven has an incentive to favor accounts for which it receives the highest performance-based compensation.

The existence of performance-based compensation, such as carried interest, could motivate Clearhaven to make investment decisions that are more speculative than would be the case if these arrangements were not in effect. For example, carried interest compensation generally entitles Clearhaven’s affiliate to a percentage of the net profits of a Fund investment; however, such affiliate is not required to bear the same proportion of the net losses, if any, suffered by the Funds as a whole. Clearhaven generally attempts to mitigate conflicts of interest associated with carried interest distributions through (i) the requirement that Clearhaven and/or its affiliates have a capital commitment to the applicable Fund; and (ii) the periodic giveback obligations of Clearhaven’s affiliate by a Fund if warranted.

The method of calculating the carried interest may result in conflicts of interest with respect to the management and disposition of investments, including the sequence of dispositions. Certain of Clearhaven’s individual employees, agents and affiliates may be compensated to some extent based upon investment profits for which

they are responsible and, accordingly, may face the same potential conflict. The General Partner generally has the authority to waive carried interest with respect to certain affiliated partners and other Investors as described under “Fees and Compensation.”

In general, Clearhaven attempts to address any material conflicts through full and fair disclosure in the applicable offering documents and this Brochure, together with disclosures to the applicable advisory boards, as applicable.

Types of Clients

Clearhaven provides discretionary investment management services solely to its Fund clients, and references throughout this Brochure to “clients” and to Clearhaven’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds are investment partnerships or other investment entities formed under domestic laws and operated as exempt investment pools under the Investment Company Act. The investors participating in the Funds generally include university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, high-net worth individuals, banks or thrift institutions, other investment entities, trusts, estates or charitable organizations or other corporations or business entities and from time to time include, directly or indirectly principals or other employees of Clearhaven and its affiliates and members of their families, members of the Operations Group or other service providers retained by Clearhaven. Clearhaven is also generally permitted from time to time to establish Funds that are alternative investment vehicles in order to permit certain investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Fund. The minimum initial capital commitment generally required for an investor in a Fund is \$5,000,000 (subject to Clearhaven’s discretion to accept a lesser amount). Generally, investors in the Funds must be “accredited investors,” as defined in Regulation D promulgated under the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, and either “qualified purchasers” or “knowledgeable employees” as that term is defined under the Investment Company Act. Clearhaven reserves the right to waive these requirements in certain circumstances.

Methods of Analysis, Investment Strategies and Risk of Loss

Clearhaven applies a sector specialization approach as it seeks to invest in differentiated, sustainable and scalable businesses in the software and technology sectors in North America (platform investments) and globally (add-on acquisition investments). Clearhaven seeks to invest in Portfolio Companies that have strong market-driven opportunities for growth, robust and scalable products and technology and where Clearhaven and the company’s leadership team share a vision for profitable growth. Through Clearhaven’s investment process and hold period, the firm seeks to work closely with its Portfolio Companies to maximize organic growth, improve business execution and profitability, pursue selective add-on acquisitions to create more valuable companies, which in turn, expand investment exit options for those investments. Clearhaven’s strategy (as further described below) targets control investments in companies with recurring and predictably reoccurring revenue, high margins and cash flow potential and other attractive characteristics.

The principal features of Clearhaven’s investment strategy for the Funds are:

Industry Targeting and Analysis to Identify Opportunities

Clearhaven targets industries and companies primarily with the technology sector and where it believes that its proprietary approach to operational metrics and support (including with Clearhaven’s Operations Group), working in conjunction with a Portfolio Company’s management team can create significant value. Clearhaven uses its prior direct experience and significant industry network to identify and pursue investment opportunities.

Focus on Value-Oriented Growth Companies in Control Positions

Clearhaven typically focuses on companies with revenues between approximately \$20 million and \$100 million. Clearhaven expect to acquire controlling positions in most cases, which enables Clearhaven to work closely with Portfolio Company management teams and to move decisively on business improvements and growth strategies. Clearhaven seeks to invest in companies who possess recurring or predictably reoccurring revenue, strong products and technology applications and operate in growing markets. In addition, Clearhaven intends to invest in companies and where the company's management team seeks to partner with Clearhaven to build improve operational execution in order to build intrinsic business value and company scale.

Operational Approach to Value Creation

Clearhaven's target Portfolio Companies are typically at a lifecycle inflection point where the application of Clearhaven's experience and metrics-driven approach to building value (the "Clearhaven Playbook") can have meaningful impact and be additive beyond what a company or its management team can do on their own. During a due diligence period, Clearhaven will begin to develop an operational value creation plan which typically includes elements of strategy, innovation, talent and culture, organic growth accelerators, optimization and add-on acquisitions. This forms the basis of a post investment operating plan which is led by Clearhaven personnel and executed in conjunction with any number of consultants (including the Operations Group) as warranted in Clearhaven's discretion.

Partnership with Portfolio Company Leadership

A central component of Clearhaven's strategy is partnership between the Clearhaven team (including the Operations Group and other consultants) and a Portfolio Company's management and leadership teams. Clearhaven believes that where company management and Clearhaven share a vision for the future state of the company and alignment on the investment and operating plan to achieve the objectives, value creation is more probable. Clearhaven takes a partnership approach with Portfolio Company management which includes alignment of goals, transparency and meaningful collaboration in order to seek to achieve greater outcomes.

Modest Application of Debt Financing as a Source of Capital

Clearhaven will typically employ some amount of leverage (third-party debt financing) as a component of the capital structure during the course of an investment. However, leverage may or may not be employed at the outset of an investment and Clearhaven exercises prudence when considering the benefits (that is, contribution to the return on equity to the Funds) and risks of employing leverage in its transactions. If leverage is not used at the outset of an investment, for example, it might later be employed to fund an acquisition, company working capital or in connection with the payment of dividends or the return of capital to the Funds. When Clearhaven employs leverage at the start of an investment, it is often below the maximum levels that are available in the market at the time in order to provide Clearhaven's Portfolio Companies with the flexibility they initially need to execute on the operating value creation plan.

General Fund Risks

A Fund and its Investors bear the risk of loss that Clearhaven's investment strategy entails. The risks involved with Clearhaven's investment strategy and an investment in a Fund include, but are not limited to:

Investments in Private Companies. A Fund's investment portfolio is expected to consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

Future and Past Performance; Loss of Principal. Prior performance information provided to prospective investors considering an investment in a new Fund is not necessarily indicative of future results and there can be no assurance that the new Fund will achieve comparable results. While the General Partner intends for a

Fund to make investments that have estimated returns commensurate with the expected risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. On any given investment, loss of principal is possible.

Investment in Junior Securities. The Fund is permitted to invest in securities which are among the most junior in a Portfolio Company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect a Fund's investments once made.

Concentration of Investments; Lack of Diversification. A Fund generally is permitted to invest a significant portion of its Commitments in a single Portfolio Company (including its direct or indirect subsidiaries and guarantees or other credit support), and will likely participate in a limited number of overall investments within a short period of time. To the extent that the Commitments raised are less than the targeted amount, a Fund likely will invest in fewer Portfolio Companies and thus be less diversified. If a Fund co-invests with another investment fund, an Investor invested in such other fund has the potential to have exposure to a single Portfolio Company through more than one fund, potentially multiplying such Investor's losses.

Given Clearhaven's employees experience in certain core industries and the structural requirements of operating a Fund, a Fund may seek to make investments in a single industry segment, in a limited geographic area, in a single asset type and/or within a short period of time, which could create the conditions for a portfolio of investments that exhibit, amongst themselves, a very high degree of correlated returns. As a result of the foregoing, a Fund's Portfolio Investments could become highly concentrated, and the performance of a few holdings or of a particular industry, or the timing of a Fund's investments, may substantially affect a Fund's aggregate return. In particular, any concentration of a Fund's investments software and software-driven technology companies (the "**Software Industry**") creates risks to a Fund that instability, fluctuation or an overall decline within the Software Industry would not be balanced by investments in other industries not so affected. In the event that the Software Industry as a whole declines, returns to Investors will likely decrease. See also "Concentration of Investments in the Software Industry" below.

In addition to the foregoing, because a Fund will only make a limited number of investments and such investments generally will involve a high degree of risk, poor performance by even a single investment could severely affect total returns. If certain investments perform unfavorably, then in order for a Fund to achieve attractive returns, one or more of its investments must perform very well, and there can be no assurances that this will be the case.

Unspecified Investments. Investors will be relying on the ability of the General Partner to locate and evaluate the investments to be made by a Fund using the proceeds of this offering. The activity of identifying, structuring, completing and realizing private equity investments involves a high degree of uncertainty and is subject in some cases to the prevailing capital market, regulatory or political environment. There can be no assurance that the General Partner will be able to locate, or a Fund will be able to complete, Portfolio Investments that satisfy a Fund's rate of return objectives or, if completed, realize such investments for fair or attractive values or that a Fund will be able to fully invest its Commitments.

Lack of Sufficient Investment Opportunities. The business of identifying, structuring and completing private equity investments in attractive opportunities is highly competitive and involves a high degree of uncertainty. A Fund will encounter competition from other entities having similar investment objectives. Potential competitors include other investment partnerships and corporations, strategic industry acquirers and other financial investors, including hedge funds, publicly-traded special purpose acquisition companies (SPACs) and other private equity funds, investing directly or through affiliates. Over the past several years, an ever-increasing number of investment funds have been or are being formed, and many fund sponsors have increased the size of successor funds as compared to their corresponding prior funds. Other investment funds with similar investment objectives to a Fund likely will be formed in the future by other unrelated parties. Some of a Fund's competitors for investment opportunities may have significantly more relevant experience, greater financial

resources, a greater willingness to take on risk, and/or more personnel than the General Partner, a Fund, and their respective affiliates.

The General Partner expects that competition for appropriate investment opportunities, especially opportunities to invest in software and software-driven technology companies, will increase, which may also require a Fund to participate in auctions or competitive situations for investments, the outcome of which cannot be guaranteed, thus reducing the number of investment opportunities available to a Fund and/or adversely affecting the terms upon which Portfolio Investments can be made.

To the extent that a Fund encounters significant competition for investments, returns to Investors may be negatively affected. In addition, it is possible that a Fund will never be fully invested if enough sufficiently attractive investments are not identified and consummated. Regardless of the extent to which the Commitments are invested (or drawn down to be invested), Investors will be required to bear Management Fees during the investment period based on the entire amount of the Investors' Commitments as well as other expenses as set forth in the Partnership Agreement.

Illiquidity; Lack of Current Distributions. An investment in a Fund should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized.

A Fund's ability to dispose of investments may be limited for several reasons. Illiquidity may result from the absence of an established market for the investments, as well as legal, contractual or other restrictions on their resale by a Fund. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof. In addition, the ability to exit an investment through the public markets will depend upon favorable market conditions, including receptiveness to initial or secondary public offerings for the companies in which a Fund invests and an active mergers and acquisitions (or recapitalizations and reorganizations) market, among other factors. Public offering, merger and acquisition and recapitalization and reorganization opportunities may be limited or non-existent for extended periods of time, whether due to economic, regulatory or other factors. In view of these limitations on liquidity, a Fund generally will not be able to return capital or realize gains, if any, on an investment in a privately held entity until the partial or complete disposition of such entity. While an investment may be disposed of at any time, it is generally expected that this will not occur for a number of years after a Fund's initial investment. Before such time, there may be no current return on such investment. Furthermore, the expenses of operating a Fund (including the Management Fee) payable to a general Partner may exceed a Fund's income, thereby requiring that the difference be paid from the Fund's capital, including, without limitation, unfunded Commitments).

Leveraged Investments; Borrowing. A Fund is expected to make use of leverage by incurring or causing certain Portfolio Companies or intermediate entities to incur debt to finance a portion of a Fund's investments in such Portfolio Companies, including in respect of Portfolio Companies not rated by credit agencies. Leverage generally magnifies both a Fund's opportunity for higher returns and its risk of loss from a particular investment, and the magnification of the risk of loss may be substantial. The cost and availability of leverage is highly dependent on the state of the broader credit markets (which may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, especially in light of the uncertainty in connection with the ongoing COVID-19 pandemic. As a result, at times it may be difficult for Portfolio Companies 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 "**Federal Reserve**"), the U.S. Office of the Comptroller of the Currency and the U.S. Federal Deposit Insurance Corporation) may restrict or otherwise discourage lending that results in companies carrying large amounts of debt.

The use of leverage by a Portfolio Company often imposes restrictive financial and operating covenants, in

addition to the burden of debt service, and will constrain its ability to operate its business as desired and/or finance future operations and capital needs. Such leverage will increase a Portfolio Company's exposure to any deterioration in its industry, competitive pressures, an adverse economic environment or rising interest rates. As a result, any decline in the value of a leveraged Portfolio Company may be accelerated and magnified in a market downturn. These risks generally are expected to increase as interest rates rise, including in circumstances where a portfolio company's creditworthiness is such that it must borrow at higher interest rates than are available to the relevant Fund. In the event any Portfolio Company cannot generate adequate cash flow to meet its debt service, a Fund may suffer a partial or total loss of capital invested in such Portfolio Company, which could adversely affect a Fund's returns. Additionally, in such a situation, lenders would typically have a claim that has priority over any claim by a Fund 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 Fund determines that it is desirable to sell all or a portion of a Portfolio Company, a Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts for such Portfolio Company. If a Portfolio Company is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal level of financial leverage, a Fund may hold a larger than expected equity investment in such Portfolio Company and may realize lower than expected returns from such Portfolio Company, which would likely adversely affect a Fund's ability to generate attractive returns for a Fund as a whole. Any failure by lenders to provide previously committed financing could also expose a Fund to potential claims by sellers of prospective Portfolio Companies that a Fund may have contracted to purchase. Except where otherwise required by the relevant Governing Documents, a Fund will not be obligated to borrow on behalf of a Portfolio Company, even in circumstances where the Fund's creditworthiness would permit borrowing at a lower rate than is available to the Portfolio Company.

A Fund is also permitted to borrow money or guaranty indebtedness (such as a guaranty of a Portfolio Company's debt) or otherwise be liable therefore, and in such situations, it is not expected that a Fund would be compensated for providing such guarantee or exposure to such liability. Any use of leverage by a Fund generally also will result in interest expense and other costs to a Fund that may exceed, or otherwise not be covered by, distributions made to a Fund or appreciation of its investments. A Fund is permitted to incur leverage on a joint, several, joint and several or cross-collateralized basis with one or more other investment funds and/or other entities managed by or otherwise affiliated with the General Partner or any of its affiliates, including through Fund subsidiaries or other intermediate entities, and, in connection with incurring such indebtedness, the General Partner is permitted, in its sole discretion, to cause a Fund to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such entities. It is also possible that certain co-investors (including management, any roll-over investors and/or third-party co-investors) will not share in incurring such leverage and that the Fund will disproportionately bear the risk and/or costs of leverage arrangements. However, it is possible that, if and when a Fund were to seek to enforce any such right, any such entity could default on its obligation and/or such right may otherwise be unenforceable. In addition, to the extent a Fund incurs leverage or provides any guaranty, such amounts may be secured by the Commitments of a Fund's Investors and other Fund assets. The inability of a Fund to repay any leverage secured by the Commitments of a Fund's Investors could enable a lender to issue a capital call directly to a Fund's Investors.

Subscription Lines; Asset-Backed Facilities. A Fund could enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of a Fund's investments). A Fund may also seek to enter into one or more other types of revolving credit facilities (the collateral for which can be, for example, one or more assets of a Fund, i.e., asset-backed facilities). Such borrowing (including debt resulting from asset-backed facilities) subjects Investors to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the General Partner's right to call capital from the Investors, Investors may be obligated to contribute capital on an accelerated basis if a Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any Investor claim against a Fund would likely be subordinate to a Fund's obligations to a subscription line's creditors.

With respect to any asset-backed facility entered into by a Fund (or an affiliate thereof), a decrease in the market value of a Fund's investments would increase the effective amount of leverage and could result in the possibility of a violation of certain financial covenants pursuant to which a Fund must either repay the borrowed funds to the lender, which could, subject to any limitations set forth in the Partnership Agreement require Investors to make additional capital contributions in respect of such borrowings, or suffer foreclosure or forced liquidation of the pledged assets. Liquidation of a Fund's investments at an inopportune time in order to satisfy such financial covenants could adversely impact the performance of a Fund and could, if the value of its investments had declined significantly, cause a Fund to lose all or a substantial amount of its capital. Moreover, if additional capital contributions were required to satisfy such financial covenants, this would effectively reduce the amount of capital available for other investments and could adversely affect the diversification of a Fund's portfolio. In the event of a sudden, precipitous drop in the value of a Fund's assets, a Fund might not be able to dispose of assets quickly enough to pay off its debt resulting in a foreclosure or other total loss of some or all of the pledged assets.

In addition, Fund-level borrowing will result in incremental Fund expenses that will be borne by Investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment, structuring and negotiation of the terms of the borrowing facility, as well as expenses relating to the maintaining, renegotiating or terminating the facility. Because a subscription line's interest rate is typically based in part on the creditworthiness of a Fund's Investors and the terms of the Partnership Agreement, it may be higher than the interest rate an Investor could obtain individually. To the extent a particular Investor's cost of capital is lower than the relevant Fund's cost of borrowing, Fund-level borrowing can negatively impact an Investor's overall individual financial returns even if it increases a Fund's reported net returns in certain methods of calculation.

A credit agreement frequently will contain other terms that restrict the activities of a Fund and the Investors or impose additional obligations on them. For example, a subscription line commonly imposes restrictions on the General Partner's ability to consent to the transfer of an Investor's interest in a Fund or impose concentration or other limits on the Fund's investments. In addition, in order to secure a subscription line, the General Partner is often required to request certain financial information and other documentation from Investors to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more Investors. In certain circumstances, due to separate evaluations of creditworthiness by lenders or facility providers, a Portfolio Company or other Fund subsidiary is expected to bear higher rates under a borrowing facility than are borne by the Fund, resulting in a potential net benefit to the Fund, or additional potential liquidity constraints or other burdens on the relevant Portfolio Company or Fund subsidiary.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the General Partner to fund investments and pay Fund expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a subscription line could cause short-term liquidity concerns for Investors that would not arise had the General Partner called smaller amounts of capital incrementally over time as needed by a Fund. 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 an Investor to meet the accumulated, larger capital calls at the same time. A Fund is also authorized to utilize Fund-level borrowing to pay Management Fees and to reimburse Clearhaven for expenses incurred on behalf of the Fund. A Fund is also permitted to utilize Fund-level borrowing when the General Partner expects to repay the amount outstanding through means other than Investor capital, including as a bridge for equity or debt capital with respect to an investment. If a Fund ultimately is unable to repay the borrowings through those other means, Investors would end up with increased exposure to the underlying investment, which could result in greater losses.

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

Uncertainty of Projections. In certain situations, the Fund expects to use financial projections to help analyze a potential investment, future capital raises and financing for Portfolio Companies, or for other transactions. In general, projected operating results of a Portfolio Company will be based primarily on financial projections prepared by such Portfolio Company's management, with adjustments to such projections made by the General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from a Portfolio Company and third parties and assumptions made at the time the projections are developed. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections. 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 results set forth in any projections will be attained, and actual results may differ significantly from projections.

Changes in Investment Focus. While the General Partner generally intends to seek attractive returns for a Fund primarily through making private equity investments as described herein, the General Partner is permitted to pursue additional investment strategies and/or modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. The General Partner is permitted to pursue investments outside of the industries and sectors in which it has previously made investments or have internal operational experience.

Risks in Effecting Operating Improvements. The success of a Fund's investment strategy is likely to depend, in part, on the ability of a Fund to effect improvements in the operations of certain Portfolio Companies. Identifying and implementing operational improvements at Portfolio Companies entails a high degree of uncertainty. In addition, executing operational improvements may divert the attention of key Portfolio Company personnel and disrupt normal business. There can be no assurance that a Fund will be able to successfully identify and implement such improvements or that any such successfully implemented improvements will result in a return on invested capital with respect to such Portfolio Company.

Risks Relating to Due Diligence of and Conduct at Portfolio Companies; Expedited Transactions. Before making an investment, the General Partner will generally conduct such due diligence as it deems reasonable and appropriate based on the known facts and circumstances applicable to such investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, technical, environmental, regulatory and legal issues. Outside consultants, legal advisors, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees depending on the type of investment and the facts and circumstances related thereto, and the General Partner may rely on the advice received from such third parties. Such involvement of third-party advisors or consultants may present a number of risks primarily relating to the General Partner's reduced control of the functions that are outsourced. In addition, if the General Partner is unable to timely engage third-party providers, its ability to evaluate and acquire more complex targets could be adversely affected. Investment analyses and decisions by the General Partner will often be undertaken on an expedited basis in order for a Fund to compete for investment opportunities and/or consummate investments. In such cases, the information available to the General Partner at the time of an

investment decision may be limited, and the General Partner may not have access to the detailed information necessary for a full evaluation of an investment opportunity. The due diligence investigation carried out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in an investment being successful or even ensure a return on invested capital.

Limited Access to Information. The Investors' rights to information regarding a Fund, the General Partner or Clearhaven generally will be specified, and in many cases strictly limited, by the Partnership Agreement. In particular, it is anticipated that the General Partner and its affiliates will obtain certain types of material information from or relating to Portfolio Companies that will not be disclosed to Investors because such disclosure is prohibited, among other reasons, as a result of contractual, legal or similar obligations outside of the General Partner's control. Decisions by the General Partner to withhold information may have adverse consequences for Investors in a variety of circumstances. For example, an Investor that seeks to transfer its interest in a Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information also may make it difficult for an Investor to monitor the General Partner and the General Partner's performance. Additionally, it is anticipated that the Investors who designate representatives to participate on the Advisory Committee may, by virtue of such participation, have more or earlier information about a Fund and its Portfolio Companies in certain circumstances than other Investors generally and may be disseminated information in advance of communication to other Investors generally. Investors generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not a Fund succeeds in asserting confidentiality for requested documents and other materials, and the General Partner reserves the right to withhold certain information from Investors subject to such laws for reasons relating to Clearhaven's public reputation, business strategy or other reasons.

Adequacy and Availability of Insurance. While a Fund may seek to make investments where insurance and other risk management products are, to the extent available on commercially reasonable terms, utilized to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, such coverage may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and any insurance proceeds from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or any necessary replacement or rehabilitation, as applicable. Certain losses of a catastrophic nature (*i.e.*, those caused by force majeure events) may be either uninsurable or insurable at such high rates as to adversely impact the Fund's profitability if such insurance were obtained.

Investments in Middle-Market Companies. Investment in private, middle-market companies involves a number of significant risks. Generally, little public information exists about these companies, and a Fund will rely on the General Partner's and its affiliates' ability to obtain, through its own diligence and/or through third-party diligence, adequate information to evaluate the potential returns from investing in these companies. If the General Partner is unable to discover all material information about these companies, the General Partner may not make a fully informed investment decision, and a Fund may lose money on its investments. In addition, such companies typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. Additionally, middle-market companies are more likely to depend on the management talents and efforts of a small group of persons. Therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on one or more of the obligors of investments that a Fund holds and, in turn, on a Fund. Middle-market companies also may be parties to litigation and may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence. Investment in middle-market companies therefore involves a high degree of business and financial risk, which can result in substantial losses and, accordingly, should be considered speculative.

Public Company Holdings. A Fund's investment portfolio may contain securities issued by publicly held companies. Such investments may subject a Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of a Fund to dispose of such securities at certain times, increased likelihood of shareholder litigation, and insider trading allegations against such companies' executives and board members, including, in those cases in which where a Fund has a board representative and increased costs associated with each of the aforementioned risks.

Non-U.S. Investments. A Fund is generally permitted to invest in Portfolio Companies that are organized and/or headquartered or have substantial sales or operations outside of the United States, its territories and possessions. Investments in non-U.S. securities or instruments involve certain factors not typically associated with investing in U.S. securities and instruments, including risks relating to (i) currency exchange matters (including fluctuations in the rate of exchange between the U.S. dollar and the various non-U.S. currencies in which a Fund's non-U.S. investments may be denominated (including risks associated with potentially rapid inflation), and costs associated with conversion of investment principal and income from one currency into another); (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which the Fund invests; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between the U.S. and non-U.S. securities markets (including potential price volatility in, and relative illiquidity of, certain non-U.S. securities markets); (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less or more government supervision and regulation; (vi) certain economic, social and political risks (including potential exchange control regulations, restrictions on non-U.S. investment and repatriation of capital, and the risks of political, economic, governmental or social instability (including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation)); (vii) the possible imposition of non-U.S. taxes on income, gains and gross sales or other proceeds recognized with respect to non-U.S. securities or instruments; (viii) the application of complex U.S. and non-U.S. tax rules to cross-border investments; (ix) possible non-U.S. tax return filing requirements for a Fund and/or certain Investors; (x) differing and potentially less well-developed or well-tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of Investors; (xi) differences in the legal and regulatory environment (including enhanced legal and regulatory compliance); (xii) political hostility to investments by foreign or private equity investors; and (xiii) less publicly available information.

Additionally, a Fund may be less influential than other market participants in jurisdictions where it, the General Partner, and/or Clearhaven does not have a significant presence, and it may have greater difficulty enforcing its legal rights in a non-U.S. jurisdiction. A Fund may be subject to additional risks, which include possible adverse political and economic developments, possible seizure or nationalization of foreign deposits and possible adoption of governmental restrictions which might adversely affect the payment of principal and interest to Investors located outside the country of the issuer, whether from currency blockage or otherwise. Furthermore, certain of a Fund's investments may be subject to brokerage taxes levied by non-U.S. governments, the effect of which would be to increase the cost of such an investment and reduce the realized gain (or increase the realized loss) on such an investment at the time of its disposition. While the General Partner intends, where it deems appropriate, to manage a Fund in a manner that will minimize exposure to the foregoing risks and to take these factors into consideration in making investment decisions for a Fund, there can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of a Fund that are held in certain non-U.S. jurisdictions.

Non-U.S. Currency Risks. Although many of a Fund's investments are expected to be U.S. dollar denominated, an investment that is denominated in a non-U.S. currency is subject to the risk that the value of the particular currency in which such investment is denominated will change in relation to one or more other currencies, including the U.S. dollar, which is the currency in which the books of a Fund will be kept and contributions

and distributions generally will be made. Among the factors that may affect currency values are trade balances between nations, short-term interest rates, variations in the relative value of similar assets in different currencies, long-term opportunities for investment and capital appreciation, and political developments. A Fund and/or its Portfolio Companies may incur costs in converting investment proceeds from one currency to another. The General Partner may, but it is under no obligation to, employ hedging techniques to manage currency exchange exposure, although there can be no assurance that such techniques will be effective. Interests in a Fund are denominated in U.S. dollars, and prospective investors in any country in which U.S. dollars are not the local currency should note that changes in the exchange rate between the U.S. dollar and such local currency may have an adverse effect on the value, price or income of an investment in a Fund. Foreign exchange regulations may be applicable to investments in certain jurisdictions. Any fees, costs and expenses incurred by a non-U.S. Investor in converting its local currency to U.S. dollars in order to make capital contributions to a Fund will be borne solely by such non-U.S. Investor, will be in addition to the amounts required to be contributed, and will not be part of the Commitment of such non-U.S. Investor.

Failure of Fund to Meet Obligations. If an Investor fails to pay installments of its Commitment when due, and the amount of capital contributions made by the non-defaulting Investors plus any borrowings made by a Fund is inadequate to cover the defaulted capital contribution, a Fund may be unable to pay its obligations when due. As a result, a Fund may be subjected to significant penalties that could materially and adversely affect returns to Investors (including to non-defaulting Investors).

Need for Follow On Investments. Following its initial investment in a given Portfolio Company, a Fund may determine to provide additional funds to such Portfolio Company or may have the opportunity to increase its investment in a successful Portfolio Company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There can be no assurance that a Fund will make any follow on investments or that a Fund will have sufficient funds to make all or any of such investments. Any determination by a Fund to not make a follow on investment or its inability to make a follow on investment may have a substantial negative effect on a Portfolio Company in need of such follow on investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for a Fund to increase its participation in a successful Portfolio Company or the dilution of a Fund's ownership in a Portfolio Company to the extent that a third party invests in such Portfolio Company.

General Market Risks

Economic and Market Conditions. The state of the private equity industry, generally, and the success of a Fund's investment activities, specifically, will be affected by general economic and market conditions, as well as by changes in laws, currency exchange controls, and U.S. and global political and socioeconomic circumstances. Such factors are unpredictable and cannot be controlled by the General Partner. Conditions such as financial market volatility, illiquidity and/or decline, a generally unstable economic environment (including as a result of a slowdown in economic growth and/or changes in interest rates or foreign exchange rates) and/or a deterioration in the capital markets may negatively impact the availability of attractive investment opportunities for a Fund, a Fund's ability to make investments, the availability of funding to support a Fund's investment objectives, the performance and/or valuation of a Fund's investments, and/or a Fund's ability to dispose of investments. In addition, the public market comparable earnings multiples that are frequently used to value privately held Portfolio Companies and investors' risk-free rate of return may be impacted. In such an environment, a Fund may be more likely to pay reverse break-up, termination or other fees and expenses in the event a Fund is not able to close a transaction (whether due to lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of a Fund to dispose of investments at prices that the General Partner believes reflect the fair value of such investments. Such conditions could result in substantial or total losses to a Fund in respect of certain investments, which losses will likely be exacerbated by the presence of leverage in a Portfolio Company's capital structure.

Uncertain Economic, Social and Political Environment. Consumer, corporate and financial confidence may

be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises or other sources of political, social or economic change or unrest. A rapid or significant erosion of confidence may result in a deterioration of credit markets and/or lead to or extend a localized or global economic downturn. Furthermore, such confidence may be adversely affected by local, regional or global health crises, including, but not limited to, the rapid and pandemic spread of novel viruses commonly known as SARS, MERS and COVID-19. Such health crises could exacerbate potential, social and economic risks previously mentioned and result in significant breakdowns, delays and other disruptions on a local, regional and global scale, which are likely to have adverse effects on the operating performance of affected Portfolio Companies. A climate of uncertainty, including the spread of infectious viruses or diseases, may reduce the availability of potential investment opportunities, and generally will increase the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections.

Terrorist Activities. Terrorist activities, anti-terrorist efforts, armed conflicts involving the United States or its interests abroad and natural disasters may adversely affect the United States, its financial markets and global economies and could prevent a Fund from meeting its investment objectives and other obligations. The potential for future terrorist attacks, the national and international response to terrorist attacks, acts of war or hostility and natural disasters have created many economic and political uncertainties in the past and may do so in the future, which may adversely affect the United States and world financial markets and a Fund for the short or long-term in ways that cannot presently be predicted.

Deterioration of Credit Markets. The ability of a Fund and the Portfolio Companies to effectively execute their respective strategies will be dependent on the health of the U.S. and global credit markets. The recent deterioration of the global credit markets has made it more difficult for investment funds to obtain favorable financing for investments, and a Fund's ability to consummate investments may be adversely affected, one effect of which may be a slower-than-anticipated rate of capital deployment by a Fund. A persistent credit market deterioration may result in limited availability of credit to consumers, homeowners and/or businesses, which may lead to an overall weakening of the U.S. economy and/or global economies. In such a situation, Portfolio Company performance may decline and/or the value of Portfolio Companies may be diminished. As a result, a Fund's ability to realize its investments at favorable times and/or for favorable prices may be negatively impacted, one effect of which may be longer-than-anticipated holding periods for investments. Accordingly, a deterioration in credit markets may negatively affect a Fund's ability to achieve its investment objectives and/or generate attractive returns for Investors.

Force Majeure Events. Certain force majeure events (i.e., those events beyond the control of the party claiming that the event has occurred, including acts of God, fire, flood, earthquakes, war, terrorism, labor strikes, pandemics, outbreaks of an infectious disease or any other serious public health concern) may adversely affect the ability of Clearhaven, its affiliates, a Fund, its Portfolio Companies, counterparties of the foregoing or other persons or entities to perform their respective obligations. The cost of repairing or replacing assets damaged by a force majeure event could be considerable. In addition, repeated or prolonged service interruptions resulting from a force majeure event may result in a permanent loss of customers, substantial litigation or significant penalties for regulatory or contractual non-compliance, though in some cases, agreements may be terminable if a force majeure event is so catastrophic as to render it incapable of remedy within a reasonable, pre-agreed time period. The occurrence of a force majeure event may, directly or indirectly, have a material adverse effect on a Fund and/or any of its Portfolio Companies.

Public Health Emergencies; COVID-19. Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and COVID-19, have and are resulting in market disruption, and future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to the Funds.

In an effort to contain such health emergencies, national, regional and local governments, as well as private businesses and other organizations, have taken or have the potential to take restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including “stay-at-home” and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other public venues. Any such measures have the potential to significantly diminish economic production and activity of all kinds and contribute to volatility in financial markets, demand across categories of consumers and businesses, as well as in the credit and capital markets. Restrictive measures, whether on an initial or re-imposed basis, also have the potential to cause labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, increases in unemployment levels, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

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

Industry Risks

Concentration of Investments in the Technology Sector. A Fund’s investments will likely be concentrated in the technology sector, with most investments in software and software-driven technology companies. Concentration in a single industry or sector may involve risks greater than those generally associated with a more diversified strategy, including significant fluctuations in returns. Investments in the software industry are subject to certain specific industry risks that could adversely affect businesses in the software industry, including: (i) new competing products and improvements in existing products which may quickly render existing products or technologies obsolete; (ii) rapidly changing and difficult to predict market conditions and consumer preferences; (iii) short product life cycles; (iv) scarcity of and high demand for management, technical, scientific, research and marketing personnel with appropriate training; (v) the possibility of lawsuits related to patents and other intellectual property and their associated rights; and (vi) rapidly changing investor sentiments and preferences with regard to software investments. Some or all of a Fund’s Portfolio Companies will compete in this volatile environment, and such competition may result in significant downward pressure on the prices of such Portfolio Companies’ products and/or services. As a result of the likely concentration of a Fund’s investments in the software industry, any instability, fluctuation or general decline in the software industry will likely not be offset by investments in other industries not similarly affected.

Competition in the Software Industry. Competitors of a Fund and its Portfolio Companies will range in size from diversified global companies with significant research and development resources to small, specialized firms whose narrower product lines may let them be more effective in deploying technical, marketing and/or financial resources. Barriers to entry in the software industry are low, and software products can be distributed broadly and quickly at relatively low cost. Many of the areas in which a Fund and its Portfolio Companies are expected to participate evolve rapidly with changing and disruptive technologies, shifting user needs, and frequent introductions of new products and services. The emerging nature and rapid evolution of technology products and services generally require Portfolio Companies in the software industry to continually improve the performance, features and reliability of their products and/or services, particularly in response to competitive offerings. There can be no assurance that such Portfolio Companies will be successful in achieving widespread acceptance of their products and/or services before competitors offer products and services with similar or improved performance, features and reliability. In addition, the widespread adoption of new technologies or standards could require substantial expenditures by such Portfolio Companies to modify or adapt their products or services. Such expenditures may negatively affect the profitability of such Portfolio Companies and, in turn, the Fund's operating results and performance.

Uncertain Protection for Intellectual Property. In many cases, the value of a company or business in which a Fund may invest will be dependent upon protecting proprietary rights with respect to one or more of the products such Portfolio Company develops, produces or markets. There can be no assurance that any issued patents underlying products of any Portfolio Company will provide sufficient protection to allow Portfolio Companies to conduct their businesses in the ordinary course. A Fund or any Portfolio Company may, from time to time, receive notices from persons or entities claiming that a Fund or such Portfolio Company has infringed upon their intellectual property rights. The quantity of such claims may grow over time due to the fast pace of developments in the software industry, increasing amounts of user-generated content, the extensive patent coverage of existing technologies, and the rapid rate of issuance of new patents. Additionally, Portfolio Companies may use "open source" software in their products, or may use such software in the future. Such open source software is generally licensed by its authors or other third parties under open source licenses. Licensing authors or third parties may allege that a Portfolio Company has not complied with the conditions of one or more of such licenses. To resolve these and other intellectual property infringement claims, a Fund and/or the Portfolio Companies may enter into royalty and licensing agreements on terms that are less favorable than currently available, stop selling or redesign affected products, or pay damages to satisfy indemnification commitments with customers, any of which may cause operating margins to decline. In addition to money damages, in some jurisdictions plaintiffs may be permitted to seek injunctive relief that may limit or prevent importing, marketing and selling products that utilize infringing technologies, and it is possible that such injunctive relief may be issued before the parties have fully litigated the validity of the underlying intellectual property rights. The success of Portfolio Companies will also depend on the preservation of trade secrets, which are often not protected by patents and are instead subject to relevant confidentiality agreements with third parties such as collaborative partners, licensors, employees and consultants. Disclosure of trade secrets or other confidentiality information in violation of any such agreement could adversely affect the relevant Portfolio Company.

Software Code Protection. The development and protection of source code is critical to many businesses in the software industry. If an unauthorized disclosure of a significant portion of a Portfolio Company's source code occurs, such Portfolio Company could potentially lose future trade secret protection for such source code. The loss of trade secret protection could make it easier for others to compete with such Portfolio Company's products by copying their functionality, which could adversely affect such Portfolio Company's revenue and operating margins. Unauthorized disclosure of source code could also increase security risks (e.g., viruses, worms, and other malicious software programs that may attack a Portfolio Company's products and services). Costs for remediating the unauthorized disclosure of source code and other cyber-security breaches may include those related to increased protection, reputational damage, loss of market share, liability for stolen assets or information and repairs to damaged systems. Remediation costs may also include incentives offered to maintain a Portfolio Company's business and/or customer relationships following a security breach.

Investment Structuring and Legal Risks

Control Person Liability. A Fund is expected to have controlling interests in a number of its Portfolio Companies. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, pension and other fringe benefits, failure to supervise management, violation of laws and governmental regulations (including securities laws and regulations) and other types of liability, for which the limited liability generally afforded to investors may be ignored. In particular, if determined to be a direct owner or operator of any of a Portfolio Company's facilities or operations, a Fund could face strict, joint and several liability under environmental laws for hazardous substance or contamination-related costs. If any such liabilities were to arise, a Fund may suffer significant losses. While the General Partner intends to manage a Fund in a manner that will minimize the exposure of such risks, the possibility of successful claims against a Fund or for which a Fund otherwise may be liable cannot be precluded.

Director Liability. The General Partner expects that a Fund will often seek to obtain the right to appoint one or more representatives to the boards of directors (or similar governing bodies) of the Portfolio Companies in which it invests (each, a "**Board Representative**"). In cases in which a Fund is not the sole equity owner of a Portfolio Company, a Board Representative may have duties to persons or entities other than a Fund. Serving on the board of directors (or similar governing body) of a Portfolio Company will expose a Board Representative, and ultimately a Fund, to potential liability. Portfolio Companies may not obtain insurance coverage with respect to such liability, or the insurance coverage that Portfolio Companies do obtain may be insufficient to adequately protect against such liability. In addition, involvement in any litigation related to such liability may be time consuming and may divert the attention of affected persons from a Fund's investment activities.

Unfunded Pension Liabilities of Portfolio Companies. In at least one circuit, a court found that, in certain circumstances, an investment fund could be treated as a "trade or business" for purposes of determining pension liability under ERISA. Therefore,, where an investment fund owns 80% or more (or under certain circumstances, less than 80%) of a Portfolio Company, such fund (and any other 80%-owned Portfolio Companies of such fund) might be found liable for certain pension liabilities of such a Portfolio Company to the extent the Portfolio Company is unable to satisfy such liabilities. The Fund has discretion to invest in a Portfolio Company that has unfunded pension fund liabilities, including structuring the investment in a manner where a Fund may own an 80% or greater interest in such a Portfolio Company. If a Fund (or other 80%-owned Portfolio Companies of a Fund) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of a Fund and the companies in which a Fund invests.

Contingent Liabilities Upon Disposition. In connection with the disposition of an investment, a Fund and/or the General Partner may be required to make (and/or be responsible for another person's or entity's breach of) certain representations and warranties (e.g., about the business and financial affairs of the applicable Portfolio Company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses) and may be responsible for the content of certain disclosures under applicable securities laws. A Fund and/or the General Partner may also be required to indemnify the purchasers or underwriters of such investment to the extent that any such representations or disclosures are inaccurate. Such arrangements may result in contingent liabilities, which would be borne by a Fund and, ultimately, the Investors. In such a situation, Investors may be required to return distributions received by them to pay such indemnification obligations, subject to certain limitations provided in the Partnership Agreement. Furthermore, under the Delaware Revised Uniform Limited Partnership Act (the "**Act**"), each Investor that receives a distribution in violation of the Act will, under certain circumstances, be obligated to re-contribute such distribution to a Fund.

Over-Commitment. In order to facilitate the acquisition of a Portfolio Company, a Fund may make or commit to make an investment in such Portfolio Company with a view to selling a portion of such investment to co-investors or other persons or entities prior to or within a brief period after the closing of such acquisition which generally will have been funded through investor capital contributions and/or the use of a Fund credit facility.

In such a situation, a Fund will bear the risk that any or all of such excess portion of such investment may not be sold or may only be sold on unattractive terms. As a consequence, a Fund may bear the entire portion of any break-up fees or other fees, costs and expenses related to such investment, hold a larger than expected investment in such Portfolio Company or may realize lower than expected returns from such investment. To the extent the Fund makes use of a credit facility to invest in a Portfolio Company or pay related expenses, it generally will not be reimbursed separately by co-investors for use of the facility.

Litigation. The transactional nature of a Fund's business exposes a Fund, the General Partner and Clearhaven generally to the risk of third-party litigation. In the ordinary course of its business, a Fund may be subject to litigation from time to time. Under the Partnership Agreement, a Fund generally will be responsible for indemnifying the General Partner and certain other persons and entities for costs they may incur with respect to such litigation not covered by insurance. The outcome of litigation proceedings may adversely affect the value of a Fund in a material manner, and such litigation may continue without resolution for extended periods of time. Additional regulation could also increase the risks of third-party litigation. Any litigation may consume substantial amounts of the General Partner's and Clearhaven's time and attention, and such time and attention, as well as the devotion of other resources, spent in connection with such litigation may, at times, be disproportionate to the amounts at stake in such litigation.

Management Risks

Reliance on the General Partner. A Fund will be dependent on the General Partner. Investors generally will have no right or power to take part in the management of a Fund, and the General Partner generally will control the operations of a Fund (including decisions with respect to structuring, negotiating, purchasing, financing and eventually divesting investments on behalf of a Fund). As a result, the performance of a Fund's investments will depend largely on Clearhaven's business and investment acumen, and the loss or reduction of service of one or more of the members of Clearhaven's team could adversely affect a Fund's ability to achieve its investment objectives. In addition, subject to the provisions in the Partnership Agreement, Clearhaven currently, and are expected in the future to, manage or advise other investments, investment products and/or investment funds, and Clearhaven may need to devote substantial amounts of their time and attention to the investment activities of such other investments and/or funds, which is expected to pose potential may cause conflicts of interest to arise. In addition, certain changes in the General Partner or circumstances relating to the General Partner may have an adverse effect on a Fund or one or more of its Portfolio Companies (including acceleration of potential debt facilities). The composition of the professionals making up particular investment teams may change over time, and certain of the professionals included in such teams that have contributed to the past performance of the Other Funds may no longer be members of the particular team or serve in the same or similar roles thereon (or may no longer be with Clearhaven, or may leave such team or Clearhaven during the life of the Fund). Furthermore, there can be no assurance that a Fund's investments will achieve results similar to those attained by previous investments. In addition, a Fund's investments may differ from previous investments made by Clearhaven in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular Portfolio Company, types of Portfolio Companies within a particular industry sector, amount of leverage used, structure and holding period.

Reliance on Portfolio Company Management. The success of many of a Fund's Portfolio Companies will be heavily dependent on the management of such Portfolio Companies. In general, the management team of each Portfolio Company will be responsible for its day-to-day operations. Additionally, the General Partner generally will establish the capital structure of a Fund's Portfolio Companies on the basis of financial projections, which will be based in significant part on input from Portfolio Company management teams. Although the General Partner will be responsible for monitoring the performance of each Portfolio Company, and a Fund generally intends to invest in Portfolio Companies with strong management or otherwise recruit strong management to its Portfolio Companies, there can be no assurance that a Portfolio Company's management team will be able or willing to successfully operate a Portfolio Company in accordance with a Fund's objectives. Portfolio Companies may need to attract, retain and develop executives and members of their management teams. The General Partner expects that the market for executive talent, especially for

individuals with experience in the software industry, is likely to be extremely competitive. There can be no assurance that the management team of a Portfolio Company in place on the date of a Fund's investment in such Portfolio Company will remain the same or continue to be affiliated with such Portfolio Company throughout the period in which such Portfolio Company is held by a Fund. Further, the business and operations of Portfolio Companies in the software industry may be more likely to experience rapid organizational change, which may strain the performance of such Portfolio Companies' management teams. There can be no assurance that any Portfolio Company will be able to attract, develop, integrate and retain suitable members of its management team, and, as a result, a Fund may be adversely affected thereby.

Standard of Care; Indemnification. The Partnership Agreement contains provisions that, subject to applicable law, reduce, modify and/or eliminate duties that the General Partner would otherwise owe to a Fund and the Investors. In addition, pursuant to the Partnership Agreement, the General Partner, Clearhaven and certain of their employees and affiliates will be indemnified and held harmless from claims, losses, liabilities, damages, costs and/or expenses to which any of the foregoing directly or indirectly become subject in connection with a Fund's activities, subject to certain exceptions set forth in the Partnership Agreement, and may receive advances for any fees, costs and expenses incurred in the defense or settlement of any claim that may be subject to a right of indemnification. The application of the foregoing standards may result in Investors having a more limited right of action in certain cases than they would have in the absence of such standards. As a result, a Fund may bear significant financial losses even where such losses were caused by the negligence of the General Partner and certain of its affiliates. Such losses may have an adverse effect on a Fund's returns to the Investors. Any fees, costs, expenses (whether or not advanced) and other liabilities resulting from a Fund's indemnification obligations generally will be paid by or otherwise satisfied out of the assets of a Fund (including unfunded Commitments). In addition, if the assets of a Fund are insufficient to satisfy a Fund's indemnification obligations, the General Partner may recall distributions previously made to Investors, subject to certain limitations set forth in the Partnership Agreement.

Possibility of Fraud or Other Misconduct by Employees and Service Providers. Misconduct by (i) Clearhaven employees, (ii) Portfolio Company directors, officers or employees, or (iii) service providers to the foregoing and/or their respective affiliates could undermine the due diligence or other efforts of a Fund and/or the General Partner and cause significant losses to a Fund. Misconduct may include entering into transactions without authorization, failing to comply with operational and risk procedures (including due diligence procedures), making misrepresentations regarding prospective investments, improperly using or disclosing confidential or material non-public information (which could result in litigation or serious financial harm, including limiting a Fund's business prospects or future marketing activities), failing to comply with applicable laws or regulations, and the concealing of any of the foregoing. Such misconduct may result in reputational damage, litigation, business disruption, market or industry segment volatility and/or financial losses to a Fund. Clearhaven has controls and procedures through which it seeks to minimize the risk that any such misconduct will occur; however, there can be no assurance that such misconduct will be able to be identified or prevented.

Transfer by General Partner. To the extent that the General Partner, its partners and/or their respective affiliates commit to make a direct or indirect investment in or alongside a Fund, a participation in or a portion of such investment may thereafter be transferred to others, subject to any express limitations thereon in the Partnership Agreement.

Risks Related to the Investor Interests

No Market for Investor Interests; Restrictions on Transfer; No Right of Withdrawal. Investor interests in a Fund may not generally be transferred, sold, assigned, pledged or otherwise encumbered without the prior written consent of the General Partner, which may be withheld pursuant to the Partnership Agreement, and the volume of transfers permitted in any calendar year may be restricted in order to comply with certain safe harbors under the tax regulations promulgated under the Code. Voluntary withdrawals from a Fund will not be permitted except in very limited circumstances generally involving situations in which retaining an interest in a Fund would violate certain laws or regulations. In addition, interests in a Fund are not redeemable. There

will be no public market for interests in a Fund, and none is expected to develop. Interests in a Fund have not been, and are not expected to be, registered under the Securities Act, the securities laws of any U.S. state or the securities laws of any non-U.S. jurisdiction and therefore cannot be re-sold unless they are subsequently registered under the Securities Act and other applicable securities laws, or unless an exemption from registration is available. Consequently, Investors may not be able to liquidate their investments in a Fund prior to the end of a Fund's life and should be prepared to bear the risks of an investment in a Fund for an extended period of time.

Significant Adverse Consequences for Default. The Partnership Agreement provides for significant adverse consequences in the event that a Investor defaults on its Commitment or any other payment obligation. In addition to losing its right to potential distributions from a Fund, a defaulting Investor may be forced to transfer its interest in a Fund for an amount that is less than the fair market value of such interest and that may be paid over a period of up to ten years, without interest. Whether and how to exercise the General Partner's remedies against a defaulting Investor will be in the sole discretion of the General Partner, and the General Partner may require the non-defaulting Investor to contribute capital to a Fund to make up for the shortfall created by such defaulting Investor.

Dilution from Subsequent Closings. Investors admitted to, or that increase their respective Commitments to, a Fund at subsequent closings generally will participate in then-existing investments of a Fund, thereby diluting the interest of existing Investors in such investments. Although any such new Investor will be required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution will reflect the fair value of a Fund's existing investments at the time of such contributions.

Recycling; Reinvestment. During the investment period, the General Partner generally will have the right to recall certain capital returned or distributed by a Fund to the Investors, including to make additional investments. Accordingly, during the life of a Fund, an Investor may be required to make capital contributions in excess of its Commitment (with certain limitations), and to the extent such recalled or retained amounts are invested, an Investor will be subject to the risks associated with such investments.

Reserves. As is customary in the industry, the General Partner will establish reserves for investments by a Fund, operating expenses of a Fund, Fund liabilities, and other matters. Estimating the appropriate amount of such reserves is difficult. Inadequate or excessive reserves could impair the investment returns to the Investors. If reserves are inadequate, a Fund may be unable to take advantage of attractive investment opportunities or may not be able to pay its liabilities or expenses as they come due. If reserves for liabilities or expenses are excessive, a Fund may decline attractive investment opportunities.

Fees and Expenses. A Fund will pay and bear all expenses related to its operations, including the Management Fee and the costs of holding, monitoring, maintaining and disposing of investments in Portfolio Companies, including investment banking fees and consulting fees, whether or not the Fund makes any profits. While it is difficult to predict the future expenses of a Fund, such expenses may be substantial and may surpass a Fund's operating income. In addition, such expenses will reduce the actual returns realized by Investors on their investments in a Fund and may, under certain circumstances, reduce the amount of capital available to be deployed by a Fund for investments. Such expenses include recurring and regular items, as well as extraordinary items for which it may be difficult to budget or forecast. As a result, the aggregate amount of such expenses over the life of a Fund and/or the amount called at any one time by the General Partner in respect of such expenses may exceed expectations. Although organizational expenses of a Fund are separately categorized and subject to a limit under the Partnership Agreement, with all organizational expenses in excess of the limit being borne ultimately by the General Partner, there are ongoing operating expenses to be borne by the Investors that are not classified as organizational expenses under the Partnership Agreement, including, for example, the costs and expenses of administering Side Letters entered into with Investors (including the process of distributing and implementing applicable elections pursuant to the "most favored nations" rights contemplated by the Partnership Agreement) and other expenses incurred in connection with Fund compliance.

Investments Longer than Term. Certain of a Fund's investments may not be disposed of prior to a Fund's dissolution. Although the General Partner generally expects that investments will be disposed of prior to a Fund's dissolution or will be suitable for in-kind distribution at the time of a Fund's dissolution, the General Partner has a limited ability to extend the term of a Fund, and a Fund may be required to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of its dissolution. To the extent that such investments are held in trust in connection with a Fund's dissolution, such trusts may incur operating and formation expenses. In addition, there can be no assurance with respect to the timeframe in which a Fund's winding up and final distribution of proceeds to the Investors will occur.

Distributions in Kind. Although, under normal circumstances, prior to the dissolution of a Fund, a Fund intends to make distributions in cash or marketable securities, it is possible that under certain circumstances (including the winding up of a Fund), distributions of investments for which there is no readily available public market and/or which may be subject to substantial restrictions on sale or transfer may be made in kind. It may be difficult for Investors to liquidate an investment received via an in kind distribution at an attractive price or within a desired time period, and significant administrative burden and cost may be involved. Following an in kind distribution by a Fund, in certain cases, some or all of the Investors in receipt of a distributed investment may determine to dispose of such investment within a short period of time, which could negatively impact the price of such investment. Investors in receipt of a distributed investment will receive no guidance from a Fund or the General Partner with respect to disposition of such investment (including the timing of such disposition). The price at which distributed investments may be sold by Investors may be lower than the value of such investments determined pursuant to the Partnership Agreement, including the value used to determine the amount of carried interest accrued to the General Partner with respect to such investment. In addition, the direct holding of certain investments may subject the holder to lawsuits or taxes in jurisdictions in which such investments are located.

Liability of Investors. The Funds have been organized as limited partnerships. Generally, an Investor is not expected to be personally liable for the debts of a Fund, except that, in the event a Fund is otherwise unable to meet its obligations, the Investors may, under applicable law, be obligated to repay amounts previously received by them to the extent such amounts are deemed to have been wrongfully distributed to them, subject to certain limitations set forth in the Partnership Agreement. In addition, any Investor Commitment is susceptible to risk of loss as a result of any liability of a Fund, irrespective of whether such liability is attributable to an investment to which such Investor did not contribute any capital.

Agreements with Certain Limited Partners. A Fund and/or the General Partner expect to enter into a side letter or other similar agreement with an Investor in connection with its admission to a Fund without the approval of any other Investor, which would have the effect of establishing different or preferential rights or terms under, altering or supplementing the terms of, or confirming the interpretation of, an applicable Fund document (including the Partnership Agreement and any related subscription agreement) with respect to such Investor in a manner more favorable to such Investor than to other Investors. Such rights, altered or supplemented terms, or confirmations regarding Fund document interpretation in any such side letter or other similar agreement may be significant and may include: (i) excuse, exclusion or withdrawal rights applicable to such Investor or particular investments (which may increase the percentage interest of other Investors in, and contribution obligations of other Investors with respect to, certain investments); (ii) information rights or specialized reporting obligations of the General Partner; (iii) certain disclosure rights or waiver of certain confidentiality obligations; (iv) consent of the General Partner to certain transfers by such Investor; (v) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of such Investor; and/or (vi) the waiver, reduction or rebate of Management Fees or carried interest. The other Investors will have no recourse against a Fund or the General Partner or any of their affiliates in the event that certain Investors receive additional and/or different rights and/or terms as a result of such Side Letters or similar agreements.

Disclosure of Confidential Fund and Limited Partner Information. The General Partner expects that certain Investors will be entities that are subject to public disclosure requirements, including U.S. state public records

or similar freedom of information laws that may compel public disclosure of confidential information regarding a Fund, its investments and/or the Investors. In recent years, an increasing number of requests for disclosure of fund documents (including partnership agreements, subscription agreements and Side Letters) have been made in respect of entities subject to such requirements. A Fund may incur expenses in connection with responding to any such disclosure requests, even if a Fund ultimately succeeds in asserting confidentiality in respect of requested documentation. Moreover, notwithstanding the obligation of Investors pursuant to the Partnership Agreement to maintain the confidentiality of certain Fund information, there can be no assurance that such information will not be disclosed either publicly or to regulators, law enforcement or others. Under some circumstances, the General Partner may, in an effort to protect against any such potential disclosure, withhold all or any part of the information that would otherwise be provided to an Investor, as more fully described in the Partnership Agreement. There can be no assurance that confidential information will not be disclosed by a Fund, the General Partner, Clearhaven, their affiliates and personnel, Portfolio Companies or service providers to any Investor (including to comply with applicable laws, regulations or policies). In addition, under the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the U.S. Securities and Exchange Commission (the “**SEC**”) has the authority to require private equity fund advisers, such as Clearhaven, to file additional reports with the SEC regarding their funds and investment activities. Any public disclosure of Fund information could have an adverse effect on a Fund and/or any Investor, for example, by affecting a Fund’s competitive advantage in finding attractive investment opportunities.

Cyber Security. The information technology systems of Clearhaven, a Fund and/or their respective affiliates (including a Fund’s Portfolio Companies) may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events (including fires, tornadoes, floods, hurricanes and earthquakes). 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 could 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 may be the subject of civil litigation or regulatory or other action. The use of internet- or cloud-based programs, technologies and data storage applications generally heightens these risks. Any of such circumstances could subject a Portfolio Company or a Fund to substantial losses, including losses relating to: misappropriation of assets, intellectual property or confidential information; corruption, deletion or destruction of data; physical damage and repairs to systems; reputational harm; financial losses from remedial actions; and/or disruption of operations. Third parties, including activist, criminal, nation-state or terrorist actors, may also attempt fraudulently to induce Portfolio Companies or their personnel to disclose sensitive information (including passwords) in order to gain access to data, accounts, funds or other assets, or otherwise to inflict harm. In addition, in the event that such a cyber-attack or other unauthorized access is directed at the General Partner or one of its affiliates or service providers holding its financial or investor data, the General Partner, its affiliates or a Fund may also be at a risk of loss despite efforts to prevent and mitigate such risks under Clearhaven’s related policies and practices.

Electronic Delivery of Certain Documents. Pursuant to the subscription agreement entered into by an Investor, an Investor may consent to electronic delivery (including email, facsimile or posting on a Fund’s web-based investor reporting site or other Internet service in accordance with the Partnership Agreement) of (i) any notices or communications required or contemplated to be delivered to such Investor by a Fund, the General Partner or any of their respective affiliates pursuant to applicable law or regulation (including, without limitation, the Advisers Act), at the option of the person making such delivery, and (ii) capital call notices; other notices, requests, demands, consents and communications; and financial statements, reports, schedules, certificates or opinions required to be provided to such Investor under the Partnership Agreement or under any side letter or other similar agreement with such Investor. There are certain costs and possible risks (e.g., system outages) associated with electronic delivery, and there can be no assurance that any electronic delivery method is secure.

Moreover, the General Partner cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems, malfunctions, theft of information or related problems that may be associated with an internet-based system.

Impacts of Excuse or Exclusion. An Investor's participation in a Fund's investments has the potential to be limited by virtue of the General Partner's right to exclude an Investor from, or an Investor's right to be excused from, participating in certain of a Fund's investments as set forth in the Partnership Agreement, thereby increasing the participation of other Investors and increasing such other Investors' concentration with respect to such Fund investments. As a consequence of one or more Investors being excused or excluded or other factors limiting their participation in investments, the aggregate returns realized by the participating Investors could be adversely affected in a material manner by the unfavorable performance of even one investment by a Fund.

Secondaries and other General Partner-Led Transactions. There continues to be a significant market in the private fund sector for secondary sales, General Partner-led transactions, continuation funds, successor fund investments and other transactions for the disposition of investments, and Clearhaven reserves the right to dispose of (or seek additional capital for) Fund investments through such means. Many of these transactions involve an auction process run by an investment bank and a buyer (or buyer group) that agrees to purchase a portion of one or more investments that will continue to be managed by Clearhaven following the transaction. Such transactions are undertaken for various reasons, including, for example, to balance competing interests between offering liquidity to existing Investors and maintaining exposure to an asset where Clearhaven believes there is the potential for additional value generation. Where undertaken, existing Investors typically are offered certain options relating to receiving liquidity from the transaction or continuing to maintain exposure to the asset, assets or a new portfolio of assets (including a portfolio that combines assets from multiple Funds sponsored by Clearhaven and its affiliates), often on different terms than the original investment. However, certain of such transactions are expected to require a Investor to invest additional capital in the existing Fund and/or other investment vehicles, a greater exposure to one or more particular Portfolio Company, and/or a delay in the full liquidation of its investment. In other circumstances, even Investors that elect to continue to hold a direct or indirect interest in the relevant Portfolio Company will have their interest adjusted as if distributed (i.e., a portion of such interest will be allocated to the relevant General Partner to the extent of its right to receive carried interest, if any), effectively diluting their interests.

Each of these transactions has the potential for conflicts between the interests of a Fund or Investor and those of Clearhaven or any buyer group that typically are not applicable to more traditional investment sales. For example, in circumstances where Clearhaven or an affiliate will continue to manage and receive fees and/or performance-based compensation relating to the subject assets following the transaction (potentially in addition to performance-based compensation earned by the relevant General Partner on the sale of an asset from an existing Fund in such transaction), their incentives are expected to diverge from those of Investors who elect to sell their interests. Similarly, there are potential conflicts of interest among the selling Fund, Clearhaven, the relevant General Partner and any buyer group relating to the valuation and consideration offered for the investment(s) subject to the transaction. To the extent Clearhaven requires existing Investors and/or new buyers to commit capital to a continuation fund or another Fund managed by Clearhaven in addition to the purchase amount paid in a transaction, such requirement is expected to have a dilutive effect on the purchase price for the selling Fund and its Investors. There can be no assurance that any such transaction will accurately reflect the fair market value of the Fund investment(s) being sold. Further, the relevant General Partner is expected to be incentivized to make investments in Portfolio Companies with the view of holding such investments for longer periods of time or to make investments that it would not otherwise have made if the possibility of liquidity through a secondary transaction did not exist. Where co-investors historically have been invested in an investment subject to such a transaction, there can be no assurance that they will receive the same liquidity or other options as Investors in the relevant Fund, and in such circumstances Clearhaven reserves the right to compel co-investors to receive cash or continue to hold an interest in the relevant investment. In other circumstances, certain Investors will not be permitted to continue to maintain exposure to the asset(s) due to a

lack of eligibility to invest in a continuation vehicle under relevant securities, tax or other considerations. Although relevant potential conflicts of interest are disclosed to Investors and/or the relevant advisory committee prior to the closing of the transaction, there can be no assurance that Clearhaven will successfully identify all conflicts of interest or resolve or mitigate all such conflicts of interest in favor of Fund or any individual Investor or group of Investors. However, Clearhaven reserves the right, in its sole discretion, to determine to engage in such transactions, subject to any approvals required in the relevant Governing Documents. Clearhaven is permitted to seek the consent of the relevant Fund advisory committee to approve conflicts associated with such transactions and accordingly not all Investors will necessarily be able to approve or disapprove of such transactions. Similar to any prospective sale or disposition of Fund investments, to the extent such transactions are not consummated, the Fund is expected to bear all of the related costs in the absence of an agreement with other parties to bear a portion of such costs.

Financial Institution Risk; Distress Events. An investment in a Fund is subject to the risk that one of the banks, brokers, counterparties, clearinghouses, exchanges, lenders or other custodians (each, a “**Financial Institution**”) of some or all of the Fund’s (or any Portfolio Company’s) assets fails to timely perform or otherwise defaults on its obligations or experiences insolvency, closure, seizure, 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, undercapitalization, market forces or accounting irregularities. If a Financial Institution experiences a Distress Event, Clearhaven, any General Partner, the Funds and/or any of the Portfolio Companies may be unable to access deposits, borrowing facilities or other services, either permanently or for an indeterminate period of time. 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, in the case of banks, and the Securities Investor Protection Corporation, in the case of certain broker-dealers, amounts in excess of the relevant insurance are subject to risk of total loss, and any non-U.S. Financial Institutions that are not subject to similar regimes pose potentially increased risk of loss. While in recent years governmental intervention has often resulted in additional protections for depositors and counterparties in connection with Distress Events, there can be no assurance that any intervention will occur, be successful or avoid the risks 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 Clearhaven to manage the Funds and their investments, and on the ability of Clearhaven, any Fund or any Portfolio Company to maintain operations, which in each case could result in operational burdens, significant losses and unconsummated investment acquisitions and dispositions. Such losses could include: a loss of funds; an obligation to pay fees and expenses in the event a Fund is unable 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 the Fund to access capital contributions or otherwise); the inability of the Fund to acquire or dispose of investments, including at prices that the relevant General Partner believes reflect the fair value of such investments; and/or the inability of Clearhaven or Portfolio Companies to make payroll, fulfill obligations and/or maintain operations. If a Distress Event leads to a loss of access to a Financial Institution’s services, it is also possible that Clearhaven will experience operational burdens and expenses, and a Fund or a Portfolio Company will incur additional expenses and/or delays in putting in place alternative arrangements and/or that such alternative arrangements will be less favorable than those formerly in place (with respect to economic terms, service levels, access to capital or otherwise). There can be no assurance that Clearhaven will be able to exercise contractual remedies under the agreements with Financial Institutions in the event of a Distress Event, or that such remedies will be successful or avoid losses, delays or other negative impacts. The Funds and their Portfolio Companies are subject to additional risks in the event a Financial Institution utilized by investors of a Fund or suppliers, vendors, service providers or other counterparties of a Portfolio Company become subject to Distress Events, which could have a material adverse effect on a Fund, its investors or such Portfolio Companies, including the risk of investor defaults.

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

Certain Tax and Regulatory Considerations

Enhanced Scrutiny of Private Equity Industry; Potential Regulatory Changes. Certain media, regulatory and political discourse has been and continues to be focused on enhancing governmental scrutiny of and/or increasing regulation of the private equity industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Fund's activities, including the ability of a Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives.

The combination of such discourse and the negative public perception of alternative asset managers (including private equity firms) may negatively impact a Fund's efforts to structure, consummate and/or exit investments, both in general and relative to competitors outside of the alternative asset space. As a result, a Fund may make fewer investments, incur greater expenses or delays in completing or exiting investments, and/or realize lower proceeds on the disposition of investments than it otherwise would have. Moreover, any such enhancement of scrutiny or increase in regulation may adversely impact a Fund's activities (including a Fund's ability to implement Portfolio Company operating improvements, comply with applicable law and regulation in a manner not materially more burdensome than currently anticipated, or otherwise execute its investment strategy or achieve its investment objectives).

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

Changes in U.S. Federal Income Tax Law. All statements contained herein concerning the U.S. federal income tax (or other tax) consequences of an investment in a Fund are based on existing law and interpretations thereof. Recent or future changes in U.S. federal income tax law could materially affect the tax consequences of an Investor's investment in a Fund and the tax treatment of a Fund's Portfolio Companies. While some of these changes could be beneficial, others could negatively affect the after-tax returns of a Fund and the Investors. Accordingly, no assurance can be given that the currently anticipated tax treatment of an investment in a Fund, or of investments made by a Fund, will not be modified by legislative, judicial, or administrative changes, possibly with retroactive effect, to the detriment of the Investors.

Pay-to-Play Laws, Regulations and Policies. A number of U.S. states and municipal pension plans have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to, and/or certain contacts with, certain officials by persons and entities seeking to do business with such governmental entities, including those seeking investments by public retirement funds. In addition, the SEC has adopted a rule that, among other things, prohibits an investment adviser from providing advisory services for compensation to a government client for two years after such investment adviser or certain of its executives or employees makes a contribution to certain elected officials or candidates. If Clearhaven, the

General Partner, any of their employees or affiliates, or any service provider acting on their behalf fails to comply with such laws, regulations or policies, such non-compliance may have an adverse effect on a Fund. Investors may also seek to pursue individual remedies, including withdrawal rights, which may be included in Side Letters or other similar agreements or otherwise imposed by applicable law, regulation or policy.

European Union Alternative Investment Fund Managers Directive. The EU Alternative Investment Fund Managers Directive (the “AIFMD”) regulates the activities of certain private fund managers undertaking fund management activities or marketing fund interests to investors within the European Economic Area (the “EEA”). To the extent that a Fund is actively marketed to investors domiciled or having their registered office in the EEA: (i) a Fund, the General Partner and/or Clearhaven will be subject to certain reporting, disclosure and other compliance obligations under the AIFMD, which will result in a Fund incurring additional costs and expenses; (ii) a Fund, the General Partner and/or Clearhaven may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions, which would result in a Fund incurring additional costs and expenses or otherwise affect the management and operation of a Fund; (iii) the General Partner and/or Clearhaven will be required to make detailed information relating to a Fund and its investments available to regulators and third parties; and (iv) the AIFMD will restrict certain activities of a Fund in relation to EEA Portfolio Companies (including, in some circumstances, a Fund’s ability to recapitalize, refinance or potentially restructure an EEA Portfolio Company within the first two years of ownership), which may in turn affect operations of a Fund generally.

Privacy, Data Protection and Information Security Compliance Risk. The adoption, interpretation and application of consumer protection, data protection and/or privacy laws and regulations in the United States, Europe and other jurisdictions (collectively, “Privacy Laws”) could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of Clearhaven, the General Partner, a Fund and/or its Portfolio Companies, and increase compliance costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for Clearhaven, the General Partner, a Fund and/or its Portfolio Companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Other jurisdictions, including other U.S. states, have proposed or are considering similar Privacy Laws, which if enacted could impose similarly significant costs, potential liabilities and operational and legal obligations. Such Privacy Laws and regulations are expected to vary from jurisdiction to jurisdiction, thus increasing costs, operational and legal burdens, and the potential for significant liability for regulated entities, which could include Clearhaven, the General Partner, a Fund and/or its Portfolio Companies.

United Kingdom Exit from the European Union. The UK formally left the EU on January 31, 2020 (“Brexit”), and entered a transition period that ended on December 31, 2020. On December 30, 2020, the UK government and the EU Commission signed a trade and cooperation agreement governing their future relationship, which, following a ratification process, is expected to apply on a provisional basis through an additional transition period. However, this agreement does not include an agreement on financial services and, as a result, UK firms in the financial sector have more limited access to the EU market than prior to Brexit and EU firms similarly have more limited access to the UK, owing to the loss of passporting rights under applicable EU and UK legislation. Alternative arrangements and structures may allow for the provision of cross-border marketing and services between the EU and UK, but these are subject to legal uncertainty and the risk that further legislative and regulatory restrictions could be imposed in the future.

As a result of the onshoring of EU legislation in the UK, UK firms are currently subject to many of the same rules and regulations as prior to Brexit. However, the UK government has stated its intention to recast onshored EU legislation as part of UK legislation and regulation, which could result in substantive changes to regulatory

requirements in the UK. It remains to be seen to what extent the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time. It is possible that the EU may respond to UK initiatives by restricting third-country access to EU markets. If the regulatory regimes for EU and UK financial services change or diverge further, this could have an adverse impact on any Fund and its investments, including the ability of a Fund to achieve its investment objectives in whole or in part (for example, owing to increased costs and complexity and/or new restrictions in relation to cross-border access between the EU and non-EU jurisdictions). There can be no assurance that any renegotiated laws or regulations will not have an adverse impact on a Fund and its investments, including the ability of a Fund to achieve its investment objectives.

The legal, political and economic uncertainty generally resulting from Brexit may adversely affect both EU- and UK-based businesses, including Clearhaven and Fund Portfolio Companies, as applicable. Brexit has already led to disruptions in trade as businesses attempt to adapt cross-border procedures and rules applicable in the UK and in the EU to their activities, products, customers, and suppliers. Continuing uncertainty and the prospect of further disruption may also result in an economic slowdown and/or a deteriorating business environment in the UK and in one or more EU Member States. Hedging Arrangements. The General Partner is authorized (but not obligated) to endeavor to manage a Fund's or any Portfolio Company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. A Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used. In certain cases, particularly in OTC contexts, hedging arrangements will subject a Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts may expose a Fund to additional liquidity risks if such contracts cannot be adequately settled. Certain hedging arrangements may create for the General Partner and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (the "CFTC") or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or any other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances in which the ability of a Fund or a Portfolio Company to hedge its exposures becomes limited by such requirements.

CFIUS & National Security/Investment Clearance Considerations. Certain investments by a Fund that involve the acquisition of a business connected with or related to national security or critical infrastructure may be subject to review and approval by the U.S. Committee on Foreign Investment in the United States ("CFIUS") and/or non-U.S. national security/investment clearance regulators depending on the beneficial ownership and control of interests in the Fund. In the event that CFIUS or another regulator reviews one or more of a Fund's proposed or existing investments, there can be no assurances that a Fund will be able to maintain, or proceed with, such investments on terms acceptable to the Fund. CFIUS or another regulator may seek to impose limitations on or prohibit one or more of a Fund's investments. Such limitations or restrictions may prevent a Fund from maintaining or pursuing investments, which could adversely affect a Fund's performance with respect to such investments (if consummated) and thus a Fund's performance as a whole. In addition, certain Investors are expected to be non-U.S. investors, and in the aggregate, are expected to comprise a substantial portion of a Fund's Commitments, which increases both the risk that investments may be subject to review by CFIUS, and the risk that limitations or restrictions will be imposed by CFIUS or other non-U.S. regulators on a Fund's investments. In the event that restrictions are imposed on any investment by a Fund due to the non-U.S. status of an Investor or group of Investors or other related CFIUS or national security considerations, the General Partner may choose to restrict such Investor's or such group of Investor's ability to invest in any such Portfolio Investment and further, if applicable, restrict such Investor's or such group of Investors' rights to participate in or vote on certain decisions of the Advisory Committee with respect to such investment. However, there can be no assurance that any restrictions implemented on any such Investor, or any such group

of Investors will allow the Fund to maintain, or proceed with, any investment.

Sanctions and Export Compliance Considerations. Economic sanctions laws and export restrictions in the United States and other jurisdictions may prohibit or otherwise restrict the General Partner, a Fund, its Portfolio Companies and their respective officers, directors and employees from engaging in transactions in or relating to certain countries and relating to certain individuals and entities. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), U.S. Department of State and U.S. Department of Commerce administer and enforce laws, executive orders and regulations establishing U.S. economic and trade sanctions and export restrictions. Such sanctions prohibit, among other things, transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. These persons and entities include specially designated nationals and other persons and entities targeted by OFAC sanctions programs. The lists of OFAC restricted countries, territories, persons and entities, including the List of Specially Designated Nationals and Blocked Persons, as such list may be amended from time to time, can be found on the OFAC website at www.treas.gov/ofac. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC. Export restrictions enforced by the United States may prohibit certain additional transactions with certain non-U.S. persons and entities. These types of sanctions and similar laws and regulations in non-U.S. jurisdictions may significantly restrict a Fund's direct or indirect investment activities in certain countries. Sanctions and export control restrictions change from time to time with little warning and could require the General Partner, the Fund, or its Portfolio Companies to unwind or terminate business relationships, potentially on commercially unfavorable terms. The economic sanctions and related laws of different jurisdictions in which a Fund makes investments also may conflict with one another, such that compliance with all applicable laws may be difficult. Failure by the General Partner, a Fund or any of a Fund's Portfolio Companies to comply with relevant sanctions and export restrictions could have serious legal and reputational consequences, including civil and criminal penalties.

Anti-Corruption & Anti-Boycott Considerations. The U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act ("UKBA") and other anti-corruption and anti-bribery laws, as well as U.S. anti-boycott regulations may impact the General Partner, a Fund and a Fund's Portfolio Companies. A Fund may be adversely affected or miss out on opportunities because of the General Partner's unwillingness to participate in transactions that potentially violate such laws and regulations. Such laws and regulations may make it difficult in certain circumstances for a Fund to act successfully on investment opportunities or to obtain or retain business. In recent years, U.S. regulators have been increasingly focused on private equity sponsors' compliance with the FCPA. In particular, U.S. regulators recently have been focused on private equity firms and their compliance with the FCPA. Any policies and procedures that may be adopted by the General Partner to comply with the FCPA or similar laws may not be effective in all instances to prevent violations. In addition, despite any policies that the General Partner may seek to implement at Portfolio Companies, Portfolio Companies or their affiliates may engage in activities that result in FCPA violations. Any determination that the General Partner, a Fund, its Portfolio Companies or any of their respective officers, directors or employees has violated the FCPA, the UKBA or other applicable anti-corruption laws, anti-bribery laws, or U.S. anti-boycott regulations, could subject it to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and/or a general loss of investor confidence, any one of which could adversely affect a Fund's business prospects and/or financial position, as well as the ability to achieve its investment objective and/or conduct its operations.

Anti-Money Laundering Considerations. In connection with the prevention of money laundering under applicable laws, a Fund may require a detailed verification of a prospective investor's identity, disclosure of its beneficial owner(s), and the source of such prospective investor's funds. In the event of delay or failure by a prospective investor to produce any such information required for verification purposes, a Fund may refuse to admit such investor to a Fund. As a result, the General Partner may from time to time request (outside of the subscription process), and Investors will be obligated to provide to the General Partner as appropriate upon such request, additional information as from time to time may be required for Clearhaven, the General Partner

or a Fund to satisfy their respective obligations under these and other laws that may be adopted in the future. Also, Clearhaven or the General Partner may from time to time be obligated to file reports with regulatory authorities in various jurisdictions with regard to, among other things, the identity of a Fund's Investors and suspicious activities involving the interests of a Fund. In the event it is determined that any Investor, or any direct or indirect owner of any Investor, is a person identified in any of these laws as a prohibited person, or is otherwise engaged in activities of the type prohibited under these laws, Clearhaven and/or the General Partner may be obligated to suspend acceptance of such Investor's contributions, to withhold distributions of any funds otherwise owing to such Investor or to cause such Investor's interests to be cancelled or otherwise redeemed (without the payment of any consideration in respect of those interests), and to file (or direct its custodial banks to file) required notifications of such actions with the Treasury Department.

The Bank Secrecy Act of 1970 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "**PATRIOT Act**"), signed into law on and effective as of October 26, 2001, requires that financial institutions (a term that includes banks, broker-dealers and investment companies) establish and maintain compliance programs to guard against money laundering activities. The PATRIOT Act authorizes the Secretary of the U.S. Treasury to prescribe regulations in connection with anti-money laundering policies of financial institutions. Future rules and regulations regarding money laundering or proceeds of crime could regulate a Fund, the General Partner or Clearhaven to expend additional resources meeting affirmative anti-money laundering compliance obligations.

In this regard, in September 2002 and May 2003, the Treasury Department published proposed regulations that would have, respectively, required certain unregistered investment companies and investment advisers to establish anti-money laundering programs. Although those proposed regulations were withdrawn in October 2008, the Treasury Department indicated that it "will continue to consider whether and to what extent" it should impose such requirements on investment advisers and unregistered investment companies.

Laws or regulations may presently or in the future require a Fund, the General Partner, Clearhaven or other service providers or transaction counterparties to a Fund to establish additional anti-money laundering procedures, to collect information with respect to Investors and their beneficial owners, to share information with governmental authorities with respect to the Investors and their beneficial owners, and/or to implement additional restrictions on the transfer of Investor interests in a Fund.

The General Partner therefore reserves the right to request such information as is necessary to verify the identity of the Investors and their beneficial owners and the source of the monies used to acquire interests in a Fund, or as is necessary to comply with applicable sanctions and any customer identification programs required by the Treasury Department, the Financial Crimes Enforcement Network, the SEC, any other applicable regulatory body, and a Fund's counterparties, service providers, and Investors, and to take such other actions that are necessary to enable it to comply with applicable anti-money laundering laws, including the PATRIOT Act. In the event of a delay or failure by an Investor to produce any information required for verification purposes, a transfer of an Investor interest in a Fund may be delayed or refused.

HSR Act Regulation and Enforcement. The growth of the private equity industry and the increasing size and reach of private equity transactions has prompted additional governmental attention to the industry and its practices. Acquisition by the Fund of equity securities may result in reporting and compliance obligations under the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"). Compliance with the HSR Act could significantly delay the closing of a transaction, lead to deal abandonment, increase the cost of operating a Fund, and/or infringe upon the ability of a Fund to engage in certain transactions.

U.S. Taxation of Carried Interest. U.S. federal income tax law treats certain allocations of capital gains to service providers by partnerships such as the Funds as short-term capital gain (taxed at higher ordinary income rates) unless the partnership has held the asset that generated such gain for more than three years. Additionally,

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

LIBOR and other Benchmark Rates. To the extent that a Fund's investments, borrowing facilities, hedging activities, or other assets or structures are tied to interest rates based on the London Interbank Offered Rate ("**LIBOR**") or other benchmark or reference rates (each, a "Benchmark Rate"), the Fund may be subject to certain material risks, including the risk that a Benchmark Rate is terminated, ceases to be published or otherwise ceases to be broadly used by the market. Regulators, central banks, governments and other market participants are working to facilitate the transition of existing instruments and contracts away from LIBOR to new Benchmark Rates, and any such transition includes the potential to: increase volatility or illiquidity in markets; cause delays in or reductions to financing options for the Funds and their Portfolio Companies; increase the cost of borrowing; reduce the value of certain instruments or the effectiveness of certain hedges; cause uncertainty under applicable legal documentation; or otherwise impose costs and administrative burdens relating to factors that include document amendments and changes in systems. Future transitions to and from Benchmark Rates have the potential to have similar effects.

Conflicts of Interest

Clearhaven and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for the other Funds or single investor funds, managed accounts, overage funds, funds with different operational strategies, target investment sizes, geographic focuses or expected hold periods, special purpose acquisition companies ("**SPACs**") and/or other specialized investment vehicles sponsored and managed by Clearhaven and its affiliates (including such entities that may be formed in the future), collectively referred to herein as the "**Other Products**", and providing transaction-related, legal, management and other services to Funds and Portfolio Companies. Clearhaven will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the Governing Documents, although the Funds and their respective Portfolio Investments will place varying levels of demand on these over time. In the ordinary course of Clearhaven conducting its activities, the interests of a Fund likely will conflict with the interests of Clearhaven, one or more other Funds, Portfolio Companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. As a general matter, Clearhaven will determine all matters relating to structuring transactions and Fund operations using its reasonable judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Funds.

During the investment period of a Fund, all appropriate investment opportunities will be pursued by Clearhaven principals through such Fund, subject to certain limited exceptions set forth in the Governing Documents and Clearhaven's Allocation Policy. Without limitation, Clearhaven principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and expect to direct certain relevant investment opportunities or resources to those investments. Clearhaven personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, and to pay or receive compensation relating to these arrangements. Clearhaven's principals and Clearhaven's investment staff will continue to manage and monitor such investments until their realization. Such other investments that Clearhaven principals expect from time to time to control or manage generally have the potential to compete with companies acquired by a Fund. Following the investment period

of a Fund, Clearhaven principals reserve the right to, and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments. Unless restricted by the Governing Documents, Clearhaven personnel are permitted to serve on boards or act in other roles unaffiliated with Clearhaven, the Funds or their Portfolio Companies, including boards of charitable and educational institutions, public companies and former Portfolio Companies, and receive compensation in connection with such services and roles, none of which will offset or otherwise reduce the Management Fees.

From time to time, Clearhaven will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of Clearhaven. In determining which investment vehicles should participate in such investment opportunities, Clearhaven and its affiliates are subject to conflicts of interest among the Investors in such investment vehicles. Except as required by the Governing Documents, Clearhaven is not obligated to recommend any investment to any particular investment vehicle. Investments by more than one client of Clearhaven in a Portfolio Company also have the potential to raise the risk of using assets of a client of Clearhaven to support positions taken by other clients of Clearhaven.

Clearhaven must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Clearhaven generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Governing Documents, as well as factors including, but not limited to, each Fund's investment restrictions and objectives (including those set forth in the Governing Documents, where applicable), strategy, risk profile, time horizon, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), applicable tax and regulatory considerations, life cycle, structure and other relevant factors. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund generally reserves the right to invest together with other Funds advised by an affiliate of Clearhaven in the manner set forth in the Governing Document. Clearhaven will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable to its clients under the circumstances over time consistent with Clearhaven's obligations and reserves the right to take into consideration factors such as those set forth above.

Following such determination of allocation among Funds, Clearhaven will determine if the amount of an investment opportunity in which one or more Funds will invest exceeds the amount that would be appropriate for such Fund(s) and reserves the right to offer any such excess to one or more potential co-investors, including third parties, as determined by the Governing Documents, Side Letters and Clearhaven's Allocation Policy. Clearhaven's procedures permit it to take into consideration a variety of factors (some or all of which may benefit Clearhaven or its affiliates) in making such determinations, including, but not limited to: expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (e.g., qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; a potential co-investor's commitment to the relevant Fund and/or commitment to other Funds; the likelihood that a potential co-investor may invest in a future other Fund or Other Product; Clearhaven's perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair Clearhaven's ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; existence of a formal or informal strategic relationship with the prospective co-investor; and whether Clearhaven believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Portfolio Company, other Portfolio Companies, the Funds or Clearhaven. Although Clearhaven reserves the right to consider a prospective co-investor's willingness to invest in future Funds, such

willingness generally will not be the sole determining factor considered by Clearhaven in identifying co-investors. The General Partners reserve the right to grant certain third-party investors the opportunity to evaluate specified amounts of prospective co-investments in Fund Portfolio Companies or otherwise to have priority in co-investment opportunities.

Furthermore, Clearhaven or its related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as a lender or co-sponsor. Co-investment opportunities typically will be offered to some and not to other Fund Investors, and the consideration of the factors set forth above likely will result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. Allowing any co-investment generally reduces the amount of the relevant investment opportunity that theoretically could have been taken by the relevant Fund, and Clearhaven expects to be subject to potential conflicts of interest in determining the amount of investment opportunity that should be allocated to the relevant Fund because (i) co-invest opportunities generally appeal to Fund investors and third parties, (ii) to the extent co-investments made by Fund investors are not subjected to Management Fees and/or performance-based compensation, co-investments blend the effective rates of compensation paid by such persons and (iii) co-investors' proportionate share of a particular investment typically is not subject to the Management Fee offset provisions of a Fund's Governing Documents. In order to facilitate the acquisition of a Portfolio Company, a Fund reserves the right to make (or commit to make) an investment in the company with a view to selling a portion of the investment to co-investors or other persons prior to or following the closing of the acquisition. In such event, the relevant Fund will bear the risk that any or all of the excess portion of such investment may not be sold or may only be sold on unattractive terms, including for example the risk that a portion of the investment will be syndicated at reduced cost, at cost, or at a lower amount at a time when the General Partner believes the value of such investment has appreciated or should be higher than that paid (or willing to be paid) by a co-investor. To the extent such a syndication is made, the General Partner's interest in limiting the Fund's exposure to a given investment while providing a potential benefit to co-investors investing at such lower values will give rise to a potential conflict of interest. As a consequence of a failed co-investment syndication process or a co-investment syndication on unattractive terms, the relevant Fund would be required to (i) bear the entire portion of any break-up, topping or other fees, costs and expenses related to such investment (including the proportionate share of such amounts that were expected to have been borne by co-investors), (ii) hold a larger-than-expected investment in such Portfolio Company, (iii) receive less-than-fair-market value for the syndicated portion of the investment and/or (iv) realize lower than expected returns from such investment. When and to the extent that employees and related persons of Clearhaven and its affiliates make capital investments in or alongside certain Funds, Clearhaven and its affiliates are subject to potentially conflicting interests in connection with these investments. There can be no assurance that any Fund's return from a transaction would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

Clearhaven's allocation of investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations likely will be more or less advantageous to some such persons relative to others. While Clearhaven will allocate investment opportunities in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering relevant factors, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the potential conflicts of interest to which Clearhaven expects to be subject, discussed herein, did not exist.

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

Where multiple Funds invest at the same, different or overlapping levels of a Portfolio Company's capital structure, there is a potential for conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions, including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring, may raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same Portfolio Company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Funds may or may not provide such additional capital, and if provided, each Fund generally will supply such additional capital in such amounts, if any, as determined by Clearhaven in its sole discretion. Because of the different legal rights associated with debt and equity of the same Portfolio Company, Clearhaven expects to face a potential conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of, one Fund versus another Fund (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a Fund enters into any indebtedness with another Fund on a joint and several basis, the applicable General Partner is expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, Clearhaven expects to be subject to potential conflicts of interest, for example between a Fund with a reimbursement obligation and a Fund seeking reimbursement. In certain circumstances Funds are expected to be prohibited from exercising (or Clearhaven may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Fund or the other may be subject to creditor claims regarding subordination of interests. Clearhaven intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness.

Potential conflicts are expected to arise when and to the extent a Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This likely will result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant Fund and the other Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. Clearhaven and its affiliates reserve the right from time to time express to inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Funds. In that regard, actions taken for one or more Funds may adversely affect other Funds.

Subject to any relevant restrictions or other limitations contained in the Governing Documents, Clearhaven will allocate fees and expenses in a manner that it believes is fair and equitable to its clients under the circumstances over time and considering such factors as it deems relevant, but in any case in its sole discretion. In exercising such discretion, Clearhaven expects to be faced with a variety of potential conflicts of interest.

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions generally will be made by Clearhaven or its affiliates using their reasonable judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate *pro rata* based on number of Funds or co-invest vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has greater benefit to a Fund or Clearhaven. The Funds generally have different expense reimbursement terms, including with respect to Management Fee offsets, which is

expected from time to time to result in the Funds bearing different levels of expenses with respect to the same investment.

As a result of the Funds' controlling interests in Portfolio Companies, Clearhaven and/or its affiliates typically have the right to appoint Portfolio Company board members to such Portfolio Companies, or to influence their appointment, and to determine or influence a determination of their compensation. Clearhaven's board appointees are expected to include, without limitation, Clearhaven employees, Operations Group members, relevant personnel of a service provider or such other person as Clearhaven selects in its discretion. From time to time, Portfolio Company board members approve compensation and/or other amounts payable to Clearhaven and/or its affiliates. Except to the extent such amounts are subject to the Governing Documents' offset provisions, they will be in addition to any Management Fees or carried interest paid by a Fund to Clearhaven.

Additionally, a Portfolio Company typically will reimburse Clearhaven or service providers (including Operations Group members) retained at Clearhaven's discretion for expenses (including, without limitation, travel expenses) incurred by Clearhaven or such service providers in connection with its performance of services for such Portfolio Company. This subjects Clearhaven and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Clearhaven determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices.

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

Clearhaven generally exercises its discretion to recommend to a Fund or to a Portfolio Company thereof that it contract for services with certain service providers, and from time to time such service providers are expected to include: (i) Clearhaven or a related person of Clearhaven (which may include a Portfolio Company of such Fund); (ii) an entity with which Clearhaven or its affiliates or current or former members of their personnel has a relationship or from which Clearhaven or its affiliates or their personnel otherwise derives financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where Clearhaven personnel are seconded, or from which Clearhaven receives secondees; or (iii) certain Investors or their affiliates. For example, Clearhaven expects to be presented with opportunities to receive financing and/or other

services in connection with a Fund's investments from certain Investors or their affiliates that are engaged in lending or related business. This discretion subjects Clearhaven to conflicts of interest, because, although Clearhaven selects service providers that it believes are aligned with its operational strategies and will enhance Portfolio Company performance and, relatedly, returns of the relevant Fund, Clearhaven has a potential incentive to recommend the related or other person (including an Investor) because of its financial or other business interest. There is a possibility that Clearhaven, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Clearhaven), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Clearhaven will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its Portfolio Companies to incur) such expenses. Although Clearhaven generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived quality sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Whether or not Clearhaven has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

In addition, as described above, Portfolio Companies (and, to a lesser extent, the Funds) typically pay certain fees to Operations Group members and other consultants (including consultants introduced or arranged by Clearhaven and/or its affiliates that regularly provide services to one or more Portfolio Companies), third-party consultants (including individual Operations Group members, consultants and external executives), "strategic partners," "executive partners" or "senior advisors" and such fees do not offset or reduce the Management Fee as described herein. Operations Group members generally receive investment opportunities, reimbursements and other compensation that do not offset or reduce the Management Fee of any Fund, as described herein, and the use of Operations Group members is expected to fluctuate and/or expand over time. To the extent that Operations Group members are paid retainers or guaranteed minimum compensation amounts, there is the possibility that certain Portfolio Companies or Funds will bear a greater share of such compensation due to the utilization of the Operations Group member's services at a time when fewer Portfolio Companies or Funds make use of such Operations Group members. Under many of these arrangements, there can be no assurance that the amount of compensation paid in a particular year will be proportional to the amount of hours worked or the amount of work product generated by the Operations Group member. Although Clearhaven seeks to retain Operations Group members with a view to reducing costs to Portfolio Companies (and, ultimately, the Funds) and/or improving Portfolio Company performance, a number of factors may result in limited or no cost savings from such retention. Clearhaven also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that Clearhaven believes will align such persons' interests with those of the Funds' Investors, and seeks to retain only Operations Group members and service providers which it believes provide a level of service at a value generally consistent with other relevant market alternatives. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Although uncommon, Clearhaven reserves the right from time to time to cause a Fund to enter into a transaction in which (i) a Fund buys a security from, or sells a security to, the account of one or more other Funds (including in connection with warehousing arrangements established in advance of a Fund's formation) or (ii) parallel Fund buy or sell a security from the account of one another in connection with a re-balancing, as provided for in their Governing Documents, in each case, when Clearhaven deems such a transaction to be in the best interest of each participating Fund. Certain of such transactions raise potential conflicts of interest, including where the investment of one Fund supports the value of Portfolio Companies owned by another Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. Clearhaven intends that any such transactions be conducted in a manner that it believes to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Fund.

Although Clearhaven generally structures Funds to avoid circumstances in which one Fund ultimately bears liability for all or part of the obligations of another Fund or any Clearhaven affiliate, in certain circumstances lenders and other market participants negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In such case, Clearhaven intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements. In other circumstances, lenders and other market parties are expected to seek "cross default" rights under which a Fund will be treated as in default under the relevant facility in the event of a default by another Fund or an Clearhaven affiliate relating to their respective lending or other facilities; if any such provision were to be triggered, a Fund's limited partners could suffer adverse effects resulting from any default by any Fund or an Clearhaven affiliate, whether or not related to the Fund in which such Investors have invested.

Clearhaven and/or its affiliates reserve the right to employ or engage personnel with pre-existing ownership interests in Portfolio Companies owned by the Funds or other investment vehicles advised by Clearhaven and/or its affiliates; conversely, current or former personnel or executives of Clearhaven and/or its affiliates are expected from time to time to serve in significant management roles at Portfolio Companies or service providers recommended by Clearhaven. Similarly, Clearhaven, its affiliates and/or personnel maintain relationships with (or invest in) financial institutions, service providers and other market participants, including, but not limited to, managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and Portfolio Company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former Portfolio Company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, Clearhaven and/or its affiliates and/or the Funds or other investment vehicles they advise. In other circumstances, these vendors are expected to provide personal banking, private wealth or lending arrangements (including lending arrangements with respect to personal investments in or through Clearhaven entities, whether or not relating to financing Clearhaven personnel obligations to fund General Partner commitment obligations) to Clearhaven personnel and their estate planning vehicles. Clearhaven expects to be subject to a potential conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to such Fund or a Portfolio Company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide Clearhaven information about markets and industries in which Clearhaven operates (or is contemplating operations) or will provide other services that are beneficial to Clearhaven or one or more other Funds. Clearhaven expects to be subject to a potential conflict of interest in making such recommendations, in that Clearhaven has an incentive to maintain goodwill between it and the existing and prospective Portfolio Companies for a Fund, while the products or services recommended may not necessarily be the best available to a Fund or its Portfolio Companies.

Clearhaven, its affiliates, and equity holders, officers, principals and employees of Clearhaven and its affiliates reserve the right to buy or sell securities or other instruments that Clearhaven has recommended to a Fund. Any such transactions are subject to any restrictions in the Governing Documents and any related policies and procedures set forth in Clearhaven's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of Clearhaven have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective Portfolio Companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore expects to have additional potential conflicting interests in connection with these investments.

A Fund's General Partner generally is permitted to receive a distribution in kind from the Fund, including in connection with investment dispositions or the payment in kind of amounts owed to the General Partner as

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

Except to the extent prohibited by the Governing Documents, Clearhaven and its personnel are permitted to market, organize, sponsor or act in other capacities (including as director, founder or manager) for other pooled investment vehicles, accounts or SPACs the investment or business strategy of which does not overlap with the Fund(s) and to receive compensation (including in the form of management fees, performance-based compensation, founders' equity or similar interests) relating thereto. Subject to any limitations imposed by the Governing Documents and anti-"assignment" provisions of the Advisers Act, Clearhaven and its personnel are also permitted to offer, restructure and monetize interests in Clearhaven.

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

Since Clearhaven is permitted to retain certain Supplemental Fees (as described under "Fees and Compensation") in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. In many cases, Supplemental Fees are based on enterprise value or other financial or business metrics relating to a Portfolio Company, and there can be no assurance that the amount of Supplemental Fees charged will be proportional to the amount of hours of work performed on behalf of the Portfolio Company. Additionally, Clearhaven, its personnel, affiliates or others designated by Clearhaven expect from time to time to receive compensation in the form of Portfolio Company securities. To the extent any such securities are received, after any applicable offset provisions in the Governing Documents are applied, Clearhaven and/or such other recipients will be permitted to retain such securities as Supplemental Fees, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the Portfolio Company and/or Clearhaven) or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund. In addition, because Portfolio Company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the Portfolio Company awarding such compensation.

In certain circumstances, such as those relating to short- or long-term Portfolio Company cash or liquidity needs, and regardless of whether the Portfolio Company is undergoing financial stress, Clearhaven reserves the right to accrue, defer or forego payments of Supplemental Fees. In such cases, in accordance with the Governing Documents, Investors will not receive the benefit of Management Fee offsets with respect to such amounts until they are actually received.

Clearhaven and/or its affiliates reserve the right to enter into Side Letters with certain Investors in a Fund providing such Investors with different or preferential rights or terms, including, but not limited to, different

fee structures (including discounted or rebated compensation terms), information rights, specialized reporting, priority co-investment rights or targeted co-investment amounts, and liquidity or transfer rights. Side Letters may also relate to strategic relationships under which an Investor agrees to make Commitments to multiple Funds. Except where required by Governing Documents, other Investors will not receive copies of Side Letters or related provisions, and as a general matter, the other Investors have no recourse against a Fund, the relevant General Partner or any of their affiliates in the event that certain Investors have received additional and/or different rights and/or terms as a result of such Side Letters. As a consequence of one or more Investors being excused or excluded, or from regulatory or other factors limiting their participation in investments, the aggregate returns realized by participating Investors could be adversely affected in a material manner by the unfavorable performance of particular investments.

Clearhaven has incentives to use or to recommend products or services of one Portfolio Company to another, which generally will involve fees, commissions, servicing payments or other compensation. Potential conflicts of interest arise in making such recommendations, as Clearhaven has incentives to maintain goodwill between it and its former, existing and prospective Portfolio Companies, and as a result the products or services recommended may not necessarily be the best or lowest cost option. In most cases, the relevant Fund(s) will not consent, participate in the negotiations or be directly involved in such arrangements. Discounted prices or better terms offered by a Portfolio Company to Clearhaven, any other Portfolio Company or third parties have the potential to affect the returns of the Portfolio Company.

The relevant liability standards under insurance coverage procured by Clearhaven are expected to vary by carrier, and such standards are expected to vary from time to time depending on, for example, coverage features or limitations then-available from the carrier at the time of insurance contract renewal. As a result, insurance coverages from time to time are expected to vary from relevant liability and/or indemnity standards in the Governing Documents. Investors generally will be responsible for insurance premiums, as set forth in the Governing Documents, regardless of whether the liability and/or indemnity standards in Clearhaven's insurance coverage are higher or lower than that set forth in the Governing Documents.

Any of these situations subjects Clearhaven and/or its affiliates to potential conflicts of interest. Clearhaven attempts to resolve such conflicts of interest in light of its obligations to Investors in its Funds and the obligations owed by Clearhaven's advisory affiliates to Investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a manner it believes to be fair and equitable to the Funds under the circumstances over time. To the extent that an investment or relationship raises particular conflicts of interest, Clearhaven will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, Clearhaven consults and receives consent to conflicts from an advisory committee consisting of Investors of the relevant Fund(s) and such other investment vehicles.

Disciplinary Information

Neither Clearhaven nor its management persons have been subject to any material legal or disciplinary events required to be discussed in this Brochure.

Other Financial Industry Activities and Affiliations

As described under "Advisory Business" above, Clearhaven Partners LP is affiliated with other Clearhaven investment advisers, including the General Partner and equivalent entities formed from time to time and subject to the Advisers Act pursuant to Clearhaven Partners LP's registration in accordance with SEC guidance. These entities operate as a single advisory business together with Clearhaven Partners LP and serve as managers or general partners of Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants, or persons occupying similar positions. These relying entities will be subject to

Clearhaven's compliance policies and procedures and, except as the context otherwise requires, any reference in this Brochure to Clearhaven includes Clearhaven and the entities relying on Clearhaven's registration. At this time, neither Clearhaven nor any of its management persons are registered or have an application pending to register as a broker-dealer or with the National Futures Association.

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

Clearhaven has adopted a written Code of Ethics (the “**Code**”) that is applicable to all employees. Among other things, the Code requires Clearhaven employees to:

- comport with the standards of business conduct set forth in the Code;
- prioritize Clearhaven's clients' best interests;
- abide by all applicable regulations;
- report their personal securities transactions;
- pre-clear any proposed transaction in any initial public offering, limited offering, related offering (such as securities of a publicly traded company) or securities on Clearhaven's “restricted list”
- comply with policies and procedures designed to prevent the misuse of, or trading upon, material, non-public information;
- report potential conflicts of interest arising from certain outside business activities; and
- report potential issues arising with respect to Clearhaven's policies on antibribery and anti-corruption, gifts and entertainment and charitable donations.

A copy of Clearhaven's Code is available to Investors upon request to William Hannon, Chief Compliance Officer, at whannon@clearhavenpartners.com or (617) 221-7721.

Clearhaven and its affiliated persons may come into possession, from time to time, of material, non-public or other confidential information about public companies which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, Clearhaven and its affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of Clearhaven.

Accordingly, should Clearhaven or any of its affiliated persons come into possession of material, non-public or other confidential information with respect to any public and non-public company, Clearhaven generally would be prohibited from communicating such information to clients, and Clearhaven will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and/or procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of Clearhaven personnel serving as directors of public companies and may restrict trading on behalf of clients, including a Fund.

Principals and employees of Clearhaven and its affiliates directly or indirectly own an interest in one or more Funds, and may potentially directly or indirectly own an interest in certain co-invest vehicles or co-investments in Portfolio Companies. To the extent that co-invest vehicles exist, such vehicles are expected to invest in one or more of the same Portfolio Companies as a Fund. Co-invest opportunities generally are also expected to be

presented to certain affiliates of Clearhaven, as well as third party investors and other persons, and such co-investments may be effected through co-invest vehicles, directly in a particular Portfolio Company or through an intermediate entity in a Portfolio Company's structure. Such co-investment opportunities generally will be allocated in the manner described under "Methods of Analysis, Investment Strategies and Risk of Loss."

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

Brokerage Practices

Each Fund's investment objective is to generally hold securities in privately held companies and generally purchase and sell such companies through privately negotiated transactions in which the services of a broker-dealer may be retained. However, Clearhaven reserves the right to distribute securities to Investors in a Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. In the event Clearhaven decides to purchase or sell publicly traded securities, a broker-dealer will be retained.

In private company securities transactions on behalf of the Funds, Clearhaven may retain one or more broker-dealers or investment banks, the costs of which will be borne by the relevant Fund and/or its Portfolio Companies. In determining to retain such parties, Clearhaven may consider a variety of factors, including, but not limited to: (i) capabilities with respect to the type of transaction being contemplated; (ii) commissions or fees charged; (iii) reputation of the firm being considered; and (iv) responsiveness to requests for information. As a result, although Clearhaven generally will seek reasonable rates for such services, the market for such services involves more subjective evaluations than public securities brokerage transactions, and the Funds may not pay the lowest commission or fee for such services.

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

Consistent with Clearhaven seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although Clearhaven generally does not make use of such services at the current time and has not made use of such services since its inception. As a general matter, research provided by these brokers would be used to service all Clearhaven's Funds. However, subject to the relevant Partnership Agreement(s), each research service generally may not be used for the benefit of each Fund managed by Clearhaven, and brokerage commissions paid by one Fund may apply towards payment for research services that might not be used in the service of such Fund.

Review of Accounts

The investments made by the Funds are generally private, illiquid, and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, the General Partner reviews the Funds' investments to confirm that such investments are consistent with the Funds' investment strategies and objectives.

Clearhaven will generally provide Investors in the Funds with (i) audited financial statements annually, (ii) unaudited financial statements for the first three quarters of each fiscal year, (iii) annual tax information necessary for each Investor's U.S. tax returns, and (iv) descriptive investment information for each Portfolio Company periodically.

Client Referrals and Other Compensation

Clearhaven and/or its affiliates provides certain business or consulting services to companies in a Fund's portfolio and may receive compensation from these companies in connection with such services. As described in the relevant Partnership Agreements, this compensation may, in many cases, offset a portion of the Management Fees paid by such Fund. However, in other cases (e.g., reimbursements for out-of-pocket expenses directly related to a Portfolio Company), these fees are in addition to Management Fees. See "Fees and Compensation" for more information.

Clearhaven has entered into and may again enter into future solicitation arrangements pursuant to which it compensates third parties, including promoters, for referrals that result in a potential investor becoming an Investor in a Fund. Any fees payable to any such placement agents will be borne by Clearhaven, either indirectly through an offset against the Management Fee or otherwise, although related expenses incurred pursuant to the relevant placement agent or similar agreement, including but not limited to placement agent travel, meal and entertainment expenses, typically are borne by the relevant Fund(s).

Custody

Clearhaven generally expects that it will be deemed to have "custody" (within the meaning of Advisers Act Rule 206(4)-2 (the "**Custody Rule**")) of funds or securities held in the name of one or more Funds, subject to certain exceptions set forth in the Custody Rule and related guidance: Clearhaven has established accounts and maintains custody of assets held in the name the Funds with the following qualified custodian: Silicon Valley Bank, a division of First Citizens Bank, 3003 Tasman Drive, Menlo Park, CA 95054.

Investment Discretion

The General Partner of a Fund has full discretion to manage investments on behalf of the Funds. This authority is granted pursuant to such Fund's Partnership Agreement. Individual investors become parties to such Partnership Agreement by signing a subscription agreement that is accepted by the applicable General Partner. As a general policy, Clearhaven does not allow clients to place limitations on this authority. Pursuant to the terms of the Partnership Agreements, however, the General Partner and/or its affiliates have in the past, and may in the future, enter into Side Letters with certain Investors whereby the terms applicable to such Investor's investment in a Fund may be altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons.

Voting Client Securities

Clearhaven accepts the authority to vote client securities. In accordance with Rule 206(4)-6 of the Advisers Act, Clearhaven has adopted a written policy which governs its voting of client securities (the "**Proxy Policy**"). This policy applies to all proxies that Clearhaven receives on behalf of its clients and reflects Clearhaven's intent and obligation to vote all proxies in a manner which it reasonably believes is in the best interests of its clients (i.e., that it reasonably believes will maximize the value of the client's investment).

In the case of a potential conflict of interest with respect to voting client securities, the Proxy Policy permits Clearhaven to address the conflict using several alternatives, including by seeking the approval or concurrence

of a Fund's advisory committee on the proposed proxy vote. Clearhaven does not consider service on Portfolio Company boards by Clearhaven personnel or Clearhaven's receipt of Management Fees or other fees from Portfolio Companies to create a material conflict of interest in voting proxies with respect to such companies. The Proxy Policy sets forth certain specific proxy voting guidelines followed by Clearhaven when voting proxies on behalf of the Funds.

Investors may request a copy of Clearhaven's Proxy Policy, as well as specific information about how it has voted proxies for Portfolio Companies in the past, upon request via the contact information on page one of this Brochure.

Financial Information

Clearhaven does not require prepayment of Management Fees more than six months in advance.

Clearhaven is not aware of any financial condition that is likely to impair Clearhaven's ability to meet its contractual obligations and commitments to clients.