



PART 2A OF FORM ADV: FIRM BROCHURE

Accord Asset Partners, LLC

**12680 High Bluff Drive, Unit 150
San Diego, CA 92130
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This brochure provides information about the qualifications and business practices of Accord Asset Partners, LLC (“Accord” or the “Firm”). If you have any questions about the contents of this brochure, please contact the Firm’s Chief Compliance Officer at (571) 295-2323 or skim@accordap.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Any reference to Accord as a registered investment adviser does not imply a certain level of skill or training.

Additional information about Accord Asset Partners, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2: Material Changes

This is Accord Asset Partners, LLC's initial filing of its Form ADV Part 2A.

In the future, any material changes that have been made since the last filing will be summarized here, as applicable.

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Item 4: Advisory Business

Accord Asset Partners, LLC (“Accord” or the “Firm”) was established on October 12, 2022 by Kevin Webb (the “Founder”) and commenced investment advisory operations thereafter. The Firm is owned by Aden 202201, LLC, Calo Holdings, LLC, and Grand Vintage, LLC. Accord’s partners are Kevin Webb, Chris Lackner and Josh Merrill, the (“Partners”). The Firm is an employee-owned, independent investment advisory firm based in San Diego, California. For additional information regarding the ownership structure of the Firm, see “Other Financial Industry Activities and Affiliations” and Schedules A and B of the Firm’s ADV Part 1A.

The Firm is a private equity firm focused on lower middle market companies with enterprise values ranging from \$10 million to \$150 million in the healthcare sector. The Firm currently manages a separate account for an affiliated family office. Please see additional information in Item 10 and Item 11 below, regarding the family office. Additionally, the Firm expects to provide discretionary investment services to Accord Healthcare Fund, L.P. (the “Fund”, together with any future private investment funds which Accord or its affiliates provide investment advisory services, the “Funds”, or “Partnership”), which are private funds that are exempt from registration under the Investment Company Act of 1940, as amended (“1940 Act”). Collectively, the separate account(s) and the Fund(s) will be referred to as the (“Clients”) of the Firm.

Accord Healthcare GP I, LLC (together with any future general partners that may be formed from time to time, each a “General Partner” and together with the Firm and affiliated entities, “Accord”) are affiliated with the Firm.

Each General Partner is subject to the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder, pursuant to the Firm’s registration in accordance with SEC guidance. This brochure also describes the business practices of the General Partners, which operates as a single advisory business together with the Firm.

Accord provides discretionary investment advisory services based on each private Fund’s investment guidelines as outlined in each Fund’s operative documents.

The Firm does not participate in any wrap fee programs.

As of May 31, 2023, the Firm manages approximately \$151,000,000 in Client assets on a non-discretionary basis.

Item 5: Fees and Compensation

Accord receives a \$5,000 per annum fee billed quarterly, in advance for its investment advisory services to the separate account.

Accord or its affiliated General Partner entities plan to launch the Fund and expect to receive fees from the Fund and their portfolio companies in connection with the Firm's investment management services. The Firm, through the affiliated General Partner entity for the Fund has the right and ability to modify the fees paid by their respective limited partnerships. Fees are negotiable on a case-by-case basis. Additionally, consistent with the operative documents of a Fund, the Fund typically bears certain out-of-pocket expenses incurred by Firm in connection with the services provided to the Fund and/or the portfolio companies. Further details about certain fees and expenses are set forth in more detail below. Investors should review the applicable Fund's governing documents for details regarding fee structure and expenses.

Management Fees

Subject to the terms and conditions of the Agreement of Limited Partnership of each entity comprising the Fund (collectively, as amended, restated, waived or otherwise modified from time to time, the "Partnership Agreement") between Accord's affiliated General Partner entities and the limited partners in the Fund (individually "Limited Partner" and collectively "Limited Partners"), Accord is expected to receive a management fee for the Fund as set out in the respective Partnership Agreement (the "Management Fee"). Generally, these fees are payable quarterly and equal 2% of the Fund's capital commitments ("Commitments") or invested capital. The fees borne by the Fund, at times, may be reduced in certain circumstances during a Fund's term. The Management Fees and other fees and distributions described herein may be subject to modification, waiver or reduction by Accord in its sole discretion, both voluntarily and on a negotiated basis with selected investors via side letter and/or other arrangements, which may not be disclosed to all other investors in the same Fund. The fee structures described herein may be modified from time to time.

Fees may differ from one Fund to another and could potentially vary among investors in the Fund. Management Fees paid by a Fund will be indirectly borne by investors in such Fund. Management Fees billed to and received from the Funds generally accrue and become payable quarterly in advance and will be prorated on a daily basis for partial fiscal quarters.

The General Partner (or its affiliates) may in its discretion: (i) receive performance-based compensation (such as carried interest or performance allocations), management fees or other similar fees from Co-Investors and the General Partner may make an investment, or otherwise participate, in any vehicle formed to structure a co-investment to facilitate, among other things, receipt of such performance-based compensation, management fees or other similar fees; and (ii) collect customary fees in connection with actual or contemplated portfolio investments that are the subject of such co-investment arrangements, and any such fees will not offset the management fee payable by the Fund and will be retained by, and be for the benefit of, the General Partner or any of its respective affiliates (including the portions of any such fees not allocable to the Fund based on the share of capital for the portfolio investment in question provided by the Fund (or that was expected to be provided by the Fund) relative to the share of capital for such portfolio investment provided by any Co-Investors (or that was expected to be provided by such Co-Investors)). If any amounts described in clauses (i) and (ii) above are received by the General Partner or any of its respective affiliates in the form of securities or other instruments (including options, warrants and other non-cash consideration), the General Partner or such affiliates will not be deemed to be co-investing with, or be treated as "Co-Investors" in connection with the investment by, the Fund or any Co-Investors that are investing in the transaction with respect to which such amounts are being paid.

Carried Interest Distributions

Subject to the terms and conditions of the Partnership Agreement between Accord's affiliated General Partner entities and the Limited Partners in the Fund, Accord or its affiliated General Partner will receive a carried interest distribution equal to 20% of all realized profits, subject to a 7% preferred return.

Expenses and Other Fees

In addition to the Management Fee, the Fund will pay all other fees, costs, expenses, liabilities and obligations relating to the Fund's and its subsidiaries' activities, business, or actual or potential investments, including with respect to any person formed to effect the acquisition and/or holding of an investment (to the extent not borne or reimbursed by such investment or third parties in any co-investment vehicle or joint venture pursuant to the governing agreements of such vehicles) (such expenses, "Fund Expenses") including, but not limited to, all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to origination, identifying and sourcing of investment opportunities for the Fund, including meeting with consultants, broker-dealers, investment banks and other sources of investments and developing an investment pipeline; (ii) activities with respect to the 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, the Fund's actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, tax professionals, investment bankers, lenders, expert networks, third-party diligence and deal-sourcing software and service providers, consultants and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful; (iii) indebtedness of, or guarantees made by, the Fund, Accord, the General Partner or any "affiliated partner" on behalf of the Fund (including any credit facility, letter of credit or similar credit support), including the repayment of principal and interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; (iv) financing, commitment, origination and similar fees and expenses; (v) broker, dealer, finder, underwriting (including, without limitation, both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services; (vi) brokerage, sale, custodial, depository (including any depository appointed pursuant to the AIFMD), trustee, record keeping, account and similar services; (vii) legal, accounting, research, auditing, administration (including fees and expenses associated with compliance with any anti-money laundering laws and regulations and any third-party administrator and administration, tracking or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services, including any such services performed in connection with an investment that may be purchased by, or transferred to, the Fund from the family office after the initial closing ("Warehoused Investment") (e.g., a fairness opinion), as well as costs related to the establishment or maintenance of such other services), consulting (including consulting and retainer fees, salary and other compensation paid and benefits provided to 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; (viii) expenses associated with the reporting, filings or other ongoing compliance requirements contemplated by the AIFMD (excluding, for the avoidance of doubt, the initial and/or preliminary registrations, filings and compliance obligations related thereto related to the Fund), including secondary legislation, regulations, rules and/or associated guidance, and any related requirements; (ix) reverse breakup, termination and other similar fees; (x) insurance (including directors and officers liability, fidelity bond, management liability, cybersecurity, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses, including any costs and expenses related to any retention or deductibles and broker fees, costs and commissions) and the costs of any consultants or other

advisors utilized in the procurement, review and analysis of insurance policies; (xi) filing, title, transfer, survey, registration and other similar fees and expenses; (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) or other information, including fees, costs and expenses of any third-party service providers and professionals related to the foregoing; (xiv) compliance with any financial account reporting regime applicable to the Fund, any alternative investment vehicle and/or the General Partner, including any Code §§1471 - 1474, any successor legislation, any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto (*i.e.*, FATCA), and any similar law, intergovernmental agreement or other legal or administrative requirement promulgated or agreed to by any jurisdiction, including the Standard for Automatic Exchange of Financial Account Information (Common Reporting Standard) of the Organization for Economic Co-operation and Development, and any similar laws, rules and regulations, and any fees, costs and expenses 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 and ledger systems) or other administrative or reporting tools (including subscription-based services and customer relationship management (*i.e.*, CRM)); (xvi) any activities with respect to protecting the confidential or non-public nature of any information or data (including any costs and expenses incurred in connection with any European Union data protection laws or any freedom of information laws); (xvii) to the extent provided in the Partnership Agreement, or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the limited partner advisory committee (“LPAC”) (including any costs and expenses incurred by representatives of the General Partner, the LPAC members, permitted observers and other persons in attending or otherwise participating in meetings of the LPAC); (xviii) indemnification obligations (including legal and any other fees, costs and expenses incurred in connection with indemnifying any Partner or other person pursuant to the Partnership Agreement or otherwise and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement), except as otherwise set forth in the Partnership Agreement; (xix) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including the costs and expenses of any discovery related thereto and any judgment, other award or settlement entered into in connection therewith; (xx) any annual Limited Partner meeting or other periodic, if any, meetings of the Limited Partners and any other conference, meeting or webcast with any Limited Partner(s), in each case to the extent incurred by the Fund, the General Partner or any other affiliate of the General Partner; (xxi) except as otherwise determined by the General Partner in its reasonable discretion, any fee, cost, expense, liability or obligation relating to any alternative investment vehicle or its activities, business, or actual or potential investments (to the extent not borne or reimbursed by an investment of such alternative investment vehicle) that would be a Fund Expense or organizational expense if it were incurred in connection with the Fund, and any expenses 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 investors investing in such entities and any other costs and expenses related to any structuring or restructuring of the Fund and/or its affiliated entities; (xxii) the termination, liquidation, winding-up or dissolution of the Fund and any legal entities owned directly or indirectly by the Fund, including special purpose vehicles and related entities through which the Fund holds any portfolio investment; (xxiii) defaults by Limited Partners in the payment of any capital contributions; (xxiv) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Fund, any parallel investment entity to facilitate , from a legal, tax, regulatory, or other standpoint, investment by non-U.S. or other classes of investors (“Parallel Investment Vehicle”), the General Partner, the general partner of any Parallel Investment Vehicle, Accord, any entities owned directly or indirectly by the Fund and any alternative investment vehicle of the Fund or a Parallel Investment Vehicle, including the preparation, distribution and implementation thereof (other than any amendments that constitute ordinary overhead and administrative expenses as described in the Partnership Agreement); provided, that, with respect to amendments to, and waivers, consents or approvals pursuant to, the constituent documents of

the General Partner, any general partner of a Parallel Investment Vehicle, Accord, such amendments, waivers, consents or approvals relate to the affairs of the Partnership, any Parallel Investment Vehicle or any alternative investment vehicle thereof; (xxv) (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 fees, costs and expenses related thereto, any regulatory expenses of the General Partner specifically incurred in connection with the operation of the Fund and any costs and expenses related to compliance with any environmental, social or governance investment considerations and policies of the General Partner and/or the Fund and/or (B) any costs and expenses related to the validation of any payments made to the Fund or the General Partner in connection with any voluntary or compulsory review (including any anti-money laundering laws, rules or regulations); (xxvi) any litigation or governmental inquiry, investigation or proceeding, including any costs and expenses of discovery related thereto and the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for in the Partnership Agreement; (xxvii) any third party experts, including independent appraisers, engaged by the General Partner 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 or in connection with a Warehoused Investment; (xxviii) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer contemplated by the Partnership Agreement or any Limited Partner's name change, internal restructuring or change in registered agent or custodian; (xxix) any taxes, fees and other governmental charges levied against the Fund and/or any alternative investment vehicle and all expenses incurred in connection with any tax audit, inquiry, investigation settlement or review of the Fund and/or any alternative investment vehicle (except to the extent that the Fund is reimbursed therefor by a reimbursing partner) and any costs and expenses of or related to the partnership representative; (xxx) distributions to the Partners and other expenses associated with the acquisition, holding and disposition of investments, including extraordinary expenses; (xxxi) compliance or regulatory matters (including any legal, administrator, consulting or other third-party service provider fees, costs and expenses related thereto), except as otherwise set forth in the Partnership Agreement, including compliance with the Partnership Agreement and/or any letter agreement; (xxxii) amendments to, and waivers, consents or approvals pursuant to, side letters and similar agreements with Limited Partners and "most-favored-nations" election processes in connection therewith; (xxxiii) any travel (including the use of private aircraft or other private air travel at a cost not to exceed the cost of business class commercial airfare, car or ride sharing services, or other modes of transportation), lodging, meals or reasonable business-related entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxxiv) attendance of any member, manager, shareholder, partner, director, officer, employee or affiliate of the General Partner or Accord at any trade conference, including any applicable registration fees and exhibition, sponsorship or other presentation fees, costs and expenses; (xxxv) fees, costs, expenses and compensation advisors comprised of management team members or industry experts Accord has worked with in the past; (xxxvi) any Organizational Expenses (as defined below) of the Fund, (xxxvii) any placement fees and (xxxviii) any other fees, costs, expenses, liabilities or obligations approved by the LPAC.

To the extent that the General Partner, Accord or their affiliates bear any Fund Expenses, they shall be entitled to be reimbursed by the Fund.

A Fund will bear, or reimburse the General Partner and/or the Manager for a specified amount of any expenses incurred in connection with the formation and startup of the Fund and any related entities (such as the General Partner and any feeder vehicles established by the General Partner) (collectively, "Organizational Expenses"), including without limitation, legal, capital raising, accounting, administrative, filing, printing, communication, travel and other out-of-pocket expenses. Any Organizational Expenses in excess of such amount will be borne by the Manager pursuant to a dollar-for-dollar reduction to the Management Fee. In addition, the General Partner or the Manager shall bear the

fees of any placement agent pursuant to a dollar-for-dollar reduction to the Management Fee. Organizational Expenses will be allocated among the Partnership and any Parallel Investment Vehicles based on the General Partner's good faith determination of the expenses attributable to each vehicle.

The Management Fee will be reduced annually by an amount equal to 80% of any director's fees, consulting fees, break up fees, and other remuneration received in connection with the a portfolio investment by the Fund (collectively, "Fees Subject to Offset"), received by the General Partner, the Manager or their respective affiliates in respect of any portfolio investment of the Fund; provided, that Fees Subject to Offset shall not include any amount (including any options, warrants or other rights to purchase investments in a Portfolio Company or any other non-cash consideration) received by the General Partner, the Operating Advisors (as defined below) or other person from a Portfolio Company (A) as reimbursement for expenses directly related to such Portfolio Company, (B) as payment for services provided to any Portfolio Company in the ordinary course of such Portfolio Company's business, (C) as compensation for services provided by the General Partner or other person as an employee of or in a similar capacity for such Portfolio Company or (D) as compensation, including fees, incentive equity or other stock awards, for services rendered by Operating Advisors to such Portfolio Company.

In general, Co-Investors (as defined in Item 8) shall, with respect to any co-investment opportunity, pay their own separate out-of-pocket expenses or fees with respect to any due diligence, legal or accounting review and the administration, management and disposition of such co-investment opportunity; provided that, to the extent negotiated and agreed to by the applicable portfolio company, such transaction costs as well as those incurred by the Fund, parallel funds, alternative investment vehicles, successor funds and/or other Co-Investors, in each case, who participate in such co-investment opportunity, shall be paid by the applicable portfolio company with respect to which such co-investment opportunity relates. Notwithstanding the foregoing, in certain circumstances, fees, costs or expenses related to co-investments that are not ultimately consummated, such as broken-deal expenses and reverse break-up fees, may not be borne by Co-Investors. Any such broken-deal expenses not borne by Co-Investors will be considered expenses of, and be borne by, the Fund, which payments, like Co-Investor transaction costs paid by portfolio companies, would reduce the Fund's returns.

Any fees, costs, or expenses related to co-investments (irrespective of whether such co-investments are ultimately consummated), such as broken-deal expenses and reverse break-up fees, that are not borne by Co-Investors will be considered expenses of, and be borne by, the Fund, which would reduce the Fund's returns. The Fund may in certain circumstances be liable for the entire amount of such fees, costs and expenses, even if Co-Investors commit to participate in the relevant investment at the same time as the Fund, rather than by any prospective co-investors.

Additional fees and associated risks and conflicts of interests associated with such fees are outlined in "Methods of Analysis, Investment Strategies and Risk of Loss".

Neither Accord nor any of its supervised persons accept compensation for the sale of securities or other investment products.

Item 6: Performance-Based Fees and Side-by-Side Management

As stated in Item 5 above, Accord or an affiliate may receive carried interest distributions from multiple Funds. Accord may have a conflict of interest between its responsibility to manage the various Funds' investment portfolios and its interest in maximizing carried interest distributions from any particular Fund. For example, carried interest distributions create an incentive for Accord to make investments that are riskier and more speculative than would be the case in the absence of performance compensation. In addition, since the Firm will manage multiple Funds and other accounts with similar investment strategies and/or different fee levels on a side-by side basis, the Firm will have conflicts of interest in: (i) allocating its time and activity among the multiple investment portfolios; (ii) allocating investments among the multiple portfolios; and (iii) effecting transactions among the multiple investment portfolios, including ones in which Accord, its principal(s), and/or affiliate(s) have a greater financial interest. These conflicts of interest create an incentive for the Firm to favor one Fund in which the Firm and its affiliates have a greater financial interest with respect to allocation of time and activity, limited investment opportunities, or investments that the Firm regards as more attractive or better performing investments.

Moreover, in managing multiple accounts, the Firm may determine that an investment opportunity is appropriate for a particular Client, but not for another Client. To the extent that certain Clients invest in a limited investment opportunity, the ability of other current or future Clients to invest in that same investment opportunity may be adversely affected. In allocating such limited investment opportunities, not all Clients may end up participating in an opportunity.

As stated in Item 8 herein, Accord's Partners manage the family office and likely will in the future manage or advise other investments or investment funds besides the Fund and, in such event, Accord's Partners will likely need to devote substantial amounts of their time to the investment activities of such other investments or funds, which will pose conflicts of interest in the allocation of the time of Accord's Partners.

Accord seeks to address the potential for conflicts of interest in these matters with allocation policies and practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Fund's investment guidelines and governing documents, as well as other factors that do not include the amount of performance-based compensation received by Accord and/or any personnel.

Item 7: Types of Clients

As detailed in Item 4, Accord provides investment management services to a separate account. Additionally, Accord, through affiliated general partnerships expects to provide investment advisory services on a discretionary basis to privately offered pooled investment vehicles organized as limited partnerships. Investment advice is provided directly to the Funds and not individually to investors in such Funds. Investors in the limited partnerships must be accredited investors within the meaning of Regulation D promulgated under the U.S. Securities Act of 1933, as amended, and, unless waived in the discretion of the General Partner, qualified purchasers within the meaning of the 1940 Act. Investors are expected to include, among others, high net worth individuals, banks, thrift institutions, public and private pension and profit-sharing plans, trusts, estates, charitable organizations, university endowments, corporations, limited partnerships and limited liability companies or other entities. Generally, the Funds have a minimum investment amount of \$1 million. Such investment amount may be waived by the General Partner in its sole discretion.

For legal, tax, regulatory, or other reasons, Accord is authorized to form one or more alternative investment entities to make, restructure, and/or otherwise hold investments, including outside the Funds. Generally, in such event, each investor that participates in an alternative investment vehicle would do so on substantially the same terms and conditions as it participates in the Funds.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

The objective of Accord's investment strategy is to generate attractive returns on invested capital by focusing on a lower middle market strategy within the healthcare vertical. Accord aims to build a portfolio of companies that it believes have the financial profile that presents the best risk reward balance and multiple growth prospects. Accord plans to target companies that have (i) ambitious founders, (ii) management teams who have a desire for a true strategic partner and/or (iii) strong fundamentals where Accord's affiliated advisers can step in or Accord can otherwise source replacement managers with strong operating backgrounds. The Accord team brings a diverse background of operating businesses, which has enabled them to relate to, and partner with, entrepreneurs to grow their businesses.

An investment in the Fund or Funds is speculative and involves a high degree of risk and other considerations and, therefore, should be undertaken only by investors capable of evaluating the risks of each Fund and bearing the risks it represents. Prospective investors should carefully consider the following risk factors, in addition to the matters set forth elsewhere in each Fund's Confidential Private Offering Memorandum ("Memorandum"), prior to investing in the Fund. The following discussion of investment considerations and risk factors does not purport to be a complete disclosure or explanation of all risks that may be relevant to a decision to purchase a limited partner interest (an "Interest") in the Fund. Prospective investors should read the entire Memorandum, the respective Fund limited partnership agreement ("Partnership Agreement") and the subscription agreement entered into in connection with its admission to the Fund and must rely upon their own examination of, and ability to understand the nature of, the investment, including the risks involved in making a decision to invest in the Fund. There can be no assurance that the Fund will be able to achieve its investment objective or that investors will receive a return of their capital.

General

An investment in the Fund requires a long-term commitment with no certainty of return. The Interests are not readily marketable and the Fund's investments will be illiquid. There can be no assurance that the Fund will achieve its investment objectives. The performance of the portfolio companies in which the Fund invests, and therefore the value of the Fund's investments, will be subject to many factors over which the Fund may have limited or no control. There can be no assurances that any of the portfolio companies in which the Fund invests will succeed. The possibility of a partial or total loss of capital will exist, and prospective investors should not subscribe unless they can readily bear the consequences of such loss. Past performance of investments managed by the Accord team is not necessarily indicative of the future results of the Fund, and there can be no assurance that the projected or targeted returns for the Fund will be achieved.

Risk Related to Investments in the Healthcare Sector*Concentration in the Healthcare Industry*

The Fund intends to focus on investments primarily in lower middle-market companies operating in the healthcare industry. As a result, the Fund's portfolio investments may be sensitive to, and possibly adversely affected by, regulatory, economic or political factors or trends relating to the healthcare industry. No assurance can be given that future declines in the market prices of companies in the healthcare sector will not occur, or that such declines will not adversely affect the performance of the Fund. More generally, the Fund intends to invest in a limited number of portfolio companies and, as a consequence, the aggregate return of the Fund may be materially and adversely affected by the unfavorable performance of even a single portfolio company. There can be no assurance that the Fund will be able to find a sufficient number of attractive investments within the healthcare industry to enable the full amount of the Fund's subscribed capital to be invested.

Contract Manufacturing, Lab Products and Services and Pharma Services

Contract manufacturing, lab products and services and pharma services (collectively, “Manufacturing and Services”) industries are characterized by limited product or service focus, rapidly changing technology and extensive government regulation. In particular, technological advances can render an existing product or service, which may account for a disproportionate share of a company’s revenue, obsolete. Obtaining governmental approval from agencies for new products or services can be lengthy, expensive and uncertain as to outcome. Such delays in product and service development may result in the need to seek additional capital, potentially diluting the interests of existing investors such as the Fund. In addition, governmental agencies may, for a variety of reasons, restrict the release of certain innovative technologies of commercial significance. These various factors may result in abrupt advances and declines in the valuations of particular companies and, in some cases, may have a broad effect on the valuations of companies in particular Manufacturing and Services industries. Intense competition exists within and among certain Manufacturing and Services industries, including competition to obtain and sustain proprietary technology protection. Competitors of these companies may have substantially greater financial resources, more extensive development, manufacturing, marketing and service capabilities, and a larger number of qualified managerial and technical personnel. Such competitors may succeed in developing technologies and products that are more effective or less costly than those that may be developed by companies in which the Fund invests and may also prove to be more successful in production and marketing. Competition may increase further as a result of potential advances in health services and medical technology and greater availability of capital for investment in these fields. With respect to healthcare, cost containment measures already implemented by the federal government, state governments and the private sector have adversely affected certain sectors of these industries. Product development efforts by Manufacturing and Services companies may not result in commercial products for many reasons, including, but not limited to, failure to achieve acceptable clinical trial results, limited effectiveness in treating the specified condition or illness, harmful side effects, failure to obtain regulatory approval, and high manufacturing costs. Even after a product is commercially released, governmental agencies may require additional clinical trials or change the labeling requirements for products if additional product side effects are identified, which could have a material adverse effect on the valuations of these companies. Certain companies in which the Fund may invest may be exposed to potential product liability risks that are inherent in the testing, manufacturing, marketing and sale of services or products. There can be no assurance that a product liability claim would not have a material adverse effect on the business, financial condition or securities prices of a company in which the Fund has invested.

Health and Wellness Sector Risk

Companies in the health and wellness industry engage in a broad variety of businesses activities that promote physical and mental wellbeing, such as fitness, nutrition, personal care/beauty and preventive medicine, and investments in such companies involve a number of risks.

Companies in the health and wellness industry generally derive their revenues from discretionary spending. Accordingly, given the large number of different services and products available, changing consumer demands and preferences and sports and fitness patterns may significantly impact their performance. In addition, changes in global and regional macroeconomic conditions may decrease the demand for their products and adversely affect their growth strategies and business prospects. Due to the health and wellness industry’s reliance on consumer discretionary spending, a company may be adversely affected if its customers reduce their purchases due to continued job losses, foreclosures, bankruptcies, higher consumer debt and interest rates, reduced access to credit, falling home prices and lower consumer confidence, or due to the impact of pandemics (such as COVID-19) or other societal conditions that restrict or limit non-essential economic activity.

Further, the success of certain businesses in the health and wellness industry, such as subscription services, depend on their ability to attract and retain members. Their marketing efforts may not be successful in attracting members to their respective platforms and membership levels may materially decline over time, especially at platforms in operation for an extended period of time. Members may have the possibility of canceling their memberships at any time after giving proper advance written notice, subject to an initial minimum term applicable to certain memberships. In addition, businesses in the health and wellness industry may experience attrition and must continually engage existing members and attract new members in order to maintain membership levels. Some of the factors that could lead to a decline in membership levels include changing desires and behaviors of consumers, changes in discretionary spending trends and general economic conditions, market maturity or saturation, a decline in its ability to deliver quality service at a competitive price, an increase in monthly membership dues due to inflation, direct and indirect competition in its industry, and a decline in the public's interest in health and fitness. These factors were particularly acute due to COVID-19, which caused in-person clubs to shut down, or significantly restrict, their operations for an extended period of time.

Healthcare Supplies and Services Sector Risk

If healthcare supplies and services companies are unable to successfully expand their product lines through internal research and development and acquisitions, their business may be materially and adversely affected. In addition, if these companies are unable to successfully grow their businesses through marketing partnerships and acquisitions, their business may be materially and adversely affected. Consolidation of healthcare providers has increased demand for price concessions and caused the exclusion of suppliers from significant market segments. It is expected that market demand, government regulation, third-party reimbursement policies, government contracting requirements and societal pressures will continue to change the worldwide healthcare industry, resulting in further business consolidations and alliances among customers and competitors. This may exert further downward pressure on the prices of healthcare supplies and services companies' products and services and adversely impact their business, financial condition or results of operations. Quality is extremely important to healthcare supplies and services companies and their customers due to the serious and costly consequences of product failure. Quality certifications are critical to the marketing success of their products and services. If a healthcare supplies and services company fails to meet these standards or fails to adapt to evolving standards, its reputation could be damaged, it could lose customers, and its revenue and results of operations could decline.

Healthcare Technology Sector Risk

Companies in the healthcare technology sector may incur substantial costs related to product related liabilities. Many of the healthcare devices or services developed by such companies are intended for use in collecting, storing and analyzing clinical and healthcare-related information used in the diagnosis and treatment of patients and in related healthcare settings. The limitations of liability set forth in the companies' contracts may not be enforceable or may not otherwise protect these companies from liability for damages. Healthcare technology companies may also be subject to claims that are not covered by contract, such as a claim directly by a patient. Although such companies may maintain liability insurance coverage, there can be no assurance that such coverage will cover any particular claim that has been brought or that may be brought in the future, that such coverage will prove to be adequate or that such coverage will continue to remain available on acceptable terms, if at all. The proprietary technology developed by healthcare companies may be subject to claims for infringement or misappropriation of intellectual property rights of others, or may be infringed or misappropriated by others. Despite protective measures and intellectual property rights, such companies may not be able to adequately protect against theft, copying, reverse-engineering, misappropriation, infringement or unauthorized use or disclosure of their intellectual property, which could have an adverse effect on their competitive position. The success of healthcare technology companies depends upon the recruitment and retention of key personnel. To remain competitive, such companies must attract, motivate and retain highly skilled managerial, sales, marketing, consulting and technical personnel, including executives and consultants

skilled in healthcare technology, healthcare devices, population health management and life sciences industries and the technical environments in which devices and services are needed. Competition for such personnel in the healthcare technology sector is intense; the failure to attract additional qualified personnel could have a material adverse effect on healthcare technology companies' prospects for long-term growth.

Healthcare Third-Party Payor and Reimbursement Risk

Some of the Fund's portfolio companies may rely on third-party payors to reimburse all or part of the cost of their services. Even if such services are covered by third-party payors, the approved reimbursement amount may not be high enough to allow a sufficient return on the Fund's investment. Government authorities and third-party payors decide which services they will pay for and establish reimbursement levels. Even once a reimbursement rate is established by a third-party payor, health care providers are responsible for ensuring that their billing procedures are consistent with applicable payment policies and provider manuals. Third-party payors frequently audit their participating providers for billing errors and compliance with applicable payment policies and provider manuals. Billing errors or false or fraudulent claims discovered by third-party payors during an audit, through a whistleblower action, or voluntarily reported to third-party payors may result in requests for repayment, recoupments deducted from future payments by third-party payors, damages, and civil and criminal penalties. Any such request could have a material adverse effect on the Fund or its portfolio companies. If a company in which the Fund invests were to receive such request for repayment or recoupment or be subject to an investigation or civil or criminal action, the company could incur substantial costs, including administrative costs and attorneys' fees.

Investments in the Healthcare Industry – Generally

Competitive pressures within the healthcare industry are intense and the securities of healthcare companies are subject to significant price volatility. Healthcare markets are challenged by rapid development of technologies, particularly in sectors relating to biotechnology and life science, new competing products and services and improvements in existing products and services. Because certain sectors of the health care industry are subject to rapid and significant changes in technology, the portfolio companies that the Fund will invest in will face competition from technologies being developed or to be developed in the future by other entities, which may make such companies' products and services obsolete. In addition, health care companies in the United States, Europe and other developed and emerging countries are subject to extensive and evolving governmental regulation. Moreover, investing in early stage healthcare companies involves substantial risks, including, but not limited to, the following: limited or no operating histories and limited experience instituting compliance policies; change in government policies and governmental investigations; disappointing results from preclinical testing; indications of safety concerns; insufficient clinical trial data to support the safety or efficacy of the product candidate; inability to manufacture sufficient quantities of the product candidate for development or commercialization in a timely or cost effective manner; and substantial commercial risk. Many of these companies will operate at a loss, or with substantial variations in operating results from period to period. In addition, many of these companies will need substantial additional capital to support additional research and development activities. Health care companies are often characterized by limited product focus, and there can be no assurance that, if applicable, the product will be approved for marketing by the United States.

Certain portfolio companies and/or its service providers may have a unionized work force or employees who are covered by a collective bargaining agreement, which could subject any such entity's activities and labor relations matters to complex laws and regulations relating thereto. Moreover, a portfolio company's operations and profitability could suffer if it or its service providers experiences labor relations problems. Upon the expiration of any of such collective bargaining agreements, it may be unable to negotiate new collective bargaining agreements on terms favorable to it, and its business

operations at one or more of its facilities may be interrupted as a result of labor disputes or difficulties and delays in the process of renegotiating its collective bargaining agreements.

These factors may result in abrupt advances and declines in the valuation of particular companies and, in some cases, may have a broad effect on the valuations of companies in particular sectors of the health care industry. There is no assurance that products or services sold by the portfolio companies will not be rendered obsolete or adversely affected by competing products and services or that the portfolio companies will not be adversely affected by other challenges.

Litigation Risk in the Healthcare Industry

Companies in the healthcare industry are often subject to significant risks related to litigation and liability for damages in connection with their operations. Such litigation and liability may arise, for example, over the design, management and offering of products and services; the denial of healthcare benefits; medical malpractice actions; allegations of anti-competitive and unfair business activities; provider disputes over compensation and termination of provider contracts; disputes over co-payment calculations; claims related to the failure to disclose certain business practices; and claims relating to customer audits and contract performance. The litigation and liability environment in the health care industry is constantly evolving, and new court decisions and legislative activity may increase exposure for any of these types of claims. While companies typically have insurance coverage for some of these potential liabilities, other potential liabilities may not be covered by insurance, insurers may dispute coverage or the amount of insurance may not be enough to cover the damages awarded. In addition, certain types of damages, such as punitive damages, may not be covered by insurance, and insurance coverage for all or certain forms of liability may become unavailable or prohibitively expensive in the future.

Regulatory Constraints

The healthcare industry is subject to regulatory controls by international, national and, in some instances, local governmental authorities. The nature and scope of health care regulation generally are subject to political forces and market considerations, the effects of which cannot be predicted. Healthcare regulations often are aimed at advancing a variety of social policies, such as the general protection of consumers and the provision of universal access to products and services. For example, companies in the healthcare industry are subject to, and possibly adversely affected by, federal and state regulatory and political trends that are focused on reducing the rate of growth of healthcare expenditures, including prescription drug costs, in the United States and other countries. In addition, the introduction of new products, services and technologies could render some healthcare companies obsolete and may result in abrupt fluctuations in their value. There can be no assurance that governments or regulatory agencies will not adopt laws or regulations, change their interpretation of existing laws and regulations, or take other actions that adversely affect the markets or companies in which the Fund invests.

There has also been an increase in dedicated funding for additional federal enforcement activities related to healthcare providers and for preventing fraud and abuse. The additional funding may increase enforcement activities, including investigations, and it is possible that governmental entities could initiate investigations or litigation in the future and, while some may be defensible and/or frivolous in some respects, such matters could result in significant penalties, as well as adverse publicity. It is also possible that executives of the Fund's portfolio companies could be included in governmental investigations or litigation or named as defendants in private litigation.

Specialty Pharmaceutical Sector Risk

The success of companies in the specialty pharmaceutical sector is highly dependent on the complex development, manufacturing and distribution of drugs. The values of specialty pharmaceutical companies are also dependent on the development, protection and exploitation of intellectual property rights and other proprietary information including complex and proprietary manufacturing processes, and the

profitability of specialty pharmaceutical companies may be significantly affected by such things as the expiration of patents or the loss of, or the inability to enforce, intellectual property rights. The research and other costs associated with developing or manufacturing new drugs and the related intellectual property rights can be significant, and the results of such research and expenditures as well as complex manufacturing are unpredictable. There can be no assurance that those efforts or costs will result in the development of a profitable drug. Specialty pharmaceutical companies may be susceptible to product obsolescence. Many specialty pharmaceutical companies face intense competition from new products as well as competitive procurement and manufacturing solutions. The specialty pharmaceutical sector is also subject to rapid and significant technological change and competitive forces that may make drugs obsolete or make it difficult to raise prices and, in fact, may result in price discounting. Companies in the specialty pharmaceutical sector may also be subject to expenses and losses from extensive litigation based on intellectual property, product liability and similar claims.

Risk Related to an Investment in the Fund

Adequacy and Availability of Insurance

While the 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 revenue, 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 and returns from an investment if such insurance were obtained.

Broken-Deal Expenses

The Fund's investments may require extensive due diligence activities prior to acquisition and the related expenses may be quite substantial. These expenses will include, among others, due diligence and legal costs, and bid preparation and submission costs. Such expenses will generally be borne solely by the Fund.

Changes in Cybersecurity and Data Protection Laws and Regulations

The adoption, interpretation and application of consumer and data protection laws or regulations in the U.S., Europe and elsewhere are often uncertain and in flux, and in some cases, laws or regulations in one country may be inconsistent with, or contrary to, those of another country. U.S. federal or state or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws and regulations affecting data privacy. For example, the State of California passed the California Consumer Privacy Act of 2018, A.B. 375, which went into effect in January 2020 and grants consumers additional data protection and privacy rights, and imposes additional obligations on companies that collect personal information. Industry organizations also regularly adopt and advocate for new standards in this area. In the U.S., these include rules and regulations promulgated under the authority of federal government bodies and agencies, state attorneys general, legislatures and consumer protection agencies.

Changes in Environment

The Fund's investment program is intended to extend over a period of years, during which the business, economic, political, regulatory, and technology environment within which the Fund operates may undergo substantial changes. There can be no assurance that such economic and market conditions will be favorable in respect of both the investment and disposition activities of the Fund. Interest rates, general levels of economic activity, the price of securities and participation by other investors in the financial markets may affect the value and number of investments made by the Fund or considered for

prospective investment. Instability in the securities markets may also increase the risks inherent in investments. Legal and regulatory changes could occur during the term of the Fund that may adversely affect the Fund.

Co-Investments

From time to time, Accord may offer others (as described below) the opportunity to acquire interests that exceed the investment appetite of the Fund in certain portfolio companies alongside the Fund or to “co-invest” with the Fund through an Accord-controlled vehicle established to invest in one or more co-investment opportunities. In certain circumstances, the Fund may make all or a portion of its own investment in a portfolio company through such co-investment vehicle. The Fund’s ability to exercise significant influence over management in these cooperative efforts will depend upon the nature of the co-investment arrangement. Such investments may, under certain circumstances, involve risks not otherwise present, including the possibility that the Fund’s co-investor may not be able to satisfy its financial obligations, that such co-investor might at any time have economic or business interests or goals that are inconsistent with those of the Fund, and that such co-investor may be in a position to take action contrary to the instructions or requests of the Fund or contrary to the Fund’s policies or objectives. In addition, such arrangements are likely to involve additional restrictions on the resale of the Fund’s interest in the portfolio company.

In the event that Accord determines to offer to others the excess capacity investment opportunity, there can be no assurance that (i) it will be successful in offering the co-investment opportunity to a potential co-investor, in whole or in part, (ii) the closing of such co-investment will be consummated in a timely manner, (iii) the co-investment will take place on the terms and conditions that will be preferable for the Fund or (iv) expenses incurred by the Fund with respect to the syndication of the co-investment will not be substantial. In the event that Accord is not successful in finding co-investors for a particular opportunity, the Fund will consequently have greater exposure to the related investment opportunity than was intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic or business conditions.

Co-Investors

Accord, in its sole discretion, may, subject to the terms of the Partnership Agreement and in accordance with its policies and procedures for allocating co-investment opportunities, offer the opportunity to “co-invest” alongside the Fund to (i) any Limited Partner, (ii) management or employees of the relevant portfolio company, Operating Advisors and other consultants and advisors with respect to such portfolio company or pre-existing investors or other persons associated with such portfolio company, (iii) any joint venture partner, (iv) any other investment fund or managed account advised by the General Partner or Accord or its affiliates, or (v) any other person, including persons or entities that the General Partner or Accord believes will be of benefit to the Fund or to one or more portfolio companies or that may provide a strategic, sourcing or similar benefit to the General Partner, Accord, the Fund, a portfolio company or one or more of their respective affiliates due to industry expertise, regulatory expertise, end-user expertise or otherwise (including private funds sponsored by persons other than the General Partner or Accord) (collectively, “Co-Investors” or “prospective Co-Investors,” as applicable). Neither Accord nor the General Partner is under any obligation to provide co-investment opportunities and may offer a co-investment opportunity to one or more of the categories of Co-Investors described above without offering such opportunity to the other categories of Co-Investors. The General Partner will, in its sole and absolute discretion, determine if an investment by the Fund alongside or with another person or entity in a given portfolio company constitutes a co-investment.

Contingent Liabilities on Disposition of Investments

In connection with the disposition of investments, the Fund may be required to make certain representations about the business and financial affairs of a portfolio company, may be responsible for the

content of disclosure documents under applicable securities laws and may be required to indemnify the purchaser of such investments to the extent that such representations or disclosures are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the Fund may establish reserves or escrows. It is also possible that other claims could be made against the Fund in connection with its investments and business operations. To the extent that the Fund does not have sufficient uncalled capital or other available resources to satisfy such liabilities, the investors in the Fund may be required to return amounts previously distributed by the Fund to satisfy such liabilities, subject to limitations set forth in the Partnership Agreement.

Control Person Liability

The Fund expects to obtain controlling interests in certain portfolio companies. Such controlling interests may impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations (including securities laws) or other types of liability in which the limited liability generally characteristic of business ownership may be ignored. If these liabilities were to arise, the Fund might suffer a significant loss.

Credit Facilities

The Fund may obtain one or more credit facilities in order to (i) facilitate investments by the Fund and portfolio companies, (ii) fund organizational expenses, operating expenses or other obligations of the Fund or portfolio companies or (iii) otherwise carry out the business of the Fund. If the Fund borrows under a credit facility, it is generally expected that the Fund's interim capital needs would be satisfied through such borrowings and that drawdowns of capital contributions by the Fund, including those used to pay interest on credit facilities, would generally be expected to be "batched" together into larger, less frequent capital calls (although actual timing and amounts may vary). The interest expense and other fees, costs and expenses of or related to any such borrowings will be expenses of the Fund and, accordingly, will decrease net returns of the Fund. It is expected that interest will accrue on any such outstanding borrowings at a rate lower than the preferred return described in the "Summary of Principal Terms" section of each Fund's Memorandum (with such preferred return generally beginning to accrue when capital contributions to repay borrowings are actually due to be made to the Fund). Additionally, calculations of all internal rates of return ("IRR") in respect of investment and performance data included and/or referred to herein, and with respect to the Fund, as reported to Limited Partners from time to time, are based on the payment date of capital contributions received from investors. This treatment also applies in instances where the Fund utilizes borrowings under a credit facility in advance of receiving capital contributions from Limited Partners to repay any such borrowings and related interest expense. As a result, use of a credit facility generally will result in a higher reported IRR than if the facility had not been utilized and instead such investors' capital had been contributed at the inception of an investment or transaction.

In light of the foregoing, the General Partner may have an incentive to fund the acquisition of portfolio companies and ongoing capital needs of the Fund with the proceeds of borrowings under credit facilities or other borrowings guaranteed by the Fund in lieu of drawing down subscribed capital. To the extent that the Fund is unable to obtain a credit facility, access to such facility becomes unavailable or the General Partner otherwise determines not to use such facility, the General Partner may draw down subscribed capital in advance and hold such amounts in reserve in order to make investments in portfolio companies, satisfy fees and expenses and other capital needs as such needs arise in the future. Moreover, it is possible that a counterparty, lender or other unaffiliated participant in credit facilities (or otherwise in connection with portfolio investments) requires or desires facing only one fund entity or group of entities, which may result in the Fund, any parallel fund and any alternative investment vehicle being jointly and severally liable for the full amount of such applicable obligation or the Fund being solely liable with respect to its own and such parallel fund's (and/or alternative investment vehicle's) share of the applicable obligation (or vice versa). Although the related repayment obligations and other related liabilities arising out of such credit facilities will be allocated among the Fund, any parallel funds and any

alternative investment vehicles, such entities will, in such circumstance, be subject to each other's credit risk.

Cybersecurity

Accord relies extensively on computer programs and systems (and may rely on new systems and technology in the future) for various purposes, including undertaking transactions, evaluating certain investments, monitoring its portfolio and net capital and generating risk management and other reports that are critical to oversight of the Fund's activities. Certain of the Fund's, the General Partner's and Accord's operations will be dependent upon systems operated by third parties, including administrators, market counterparties and their sub-custodians, depositories and other service providers. The Fund's service providers may also depend on information technology systems and, notwithstanding the diligence that the Fund may perform on its service providers, the Fund may not be in a position to verify the risks or reliability of such information technology systems.

These information technology systems are subject to a number of different threats or risks that could adversely affect the Fund and its investors, despite the efforts of the General Partner, Accord's and the Fund's service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Fund and its investors. Cyber-attacks and other malicious internet-based activity continue to increase in frequency and magnitude. Techniques used to sabotage, or to obtain unauthorized access to, systems or networks change frequently and generally are not recognized until launched against a target. Therefore, companies, as well as their third-party partners (including vendors and portfolio companies), may be unable to anticipate these techniques, react in a timely manner or implement adequate preventive measures. Accord and the Fund's portfolio companies' information and technology systems may be vulnerable to actual or perceived damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes.

Cyber-attacks may also take the form of socially engineered frauds, such as "phishing." There have been reports of alleged government sponsored hacking attempts on American corporate intellectual property and the Fund's portfolio companies may be at risk of cyber-attacks. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of Accord's systems to disclose sensitive information in order to gain access to Accord's data or that of the Fund's investors or portfolio companies. Companies and service providers have also been subject to "ransomware" attacks. Cyber-attacks could also result in attempts to induce Accord, the Fund or its portfolio companies to transfer proceeds to a fraudulent account or the incorrect vendor, investor or other intended recipient. For example, if a third party gains access to sensitive information of a vendor or investor through a cyber-attack on the vendor's or investor's systems or by other means, such third party may be able to impersonate the vendor or investor and successfully change the bank account or other information of the vendor or investor that is used by Accord when making payments or distributions to that vendor or investor. In the event proceeds are sent to a fraudulent account as a result of a cyber-attack on the vendor's or investor's systems, the vendor or investor could incur substantial financial losses. It is also possible that the Fund could incur substantial financial losses that are not covered by insurance as a result of a cyber-attack on Accord's, the Fund's or a third party's systems. As further evidence of the increasing and potentially significant impact of cyber security breaches, in recent years, the U.S. government and several multinational companies, including financial institutions, technology companies, service providers and retailers, reported cyber security breaches affecting their computer systems that resulted in the personal information of millions of citizens, customers and employees being compromised.

The General Partner and Accord have implemented various measures to manage risks relating to these types of events, nonetheless, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the General Partner, Accord, the Fund and/or a portfolio company may incur specific time or expense to fix or replace them and to seek to remedy the effects of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the General Partner's, Accord's, the Fund's and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors (and the beneficial owners of investors). Such a failure could harm the General Partner's, Accord's, the Fund's and/or a portfolio company's reputation, subject any such entity and its respective affiliates to legal claims or otherwise adversely affect their business and financial performance.

Deterioration of Credit Markets

The ability of the 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. In the event that, as a result of an economic downturn or otherwise, credit markets deteriorate or are subject to temporary or longer term disruptions and it becomes more difficult for investment funds (including the Fund) to obtain favorable financing for investments, the Partnership's ability to consummate investments may be adversely affected. 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 investments in portfolio companies may be diminished. As a result, the Fund's ability to use debt financings to make investments, including because favorable pricing may be limited, and 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 the Fund's ability to achieve its investment objectives and/or generate attractive returns for Limited Partners.

Environmental, Social and Governance ("ESG") Matters

Accord seeks to integrate certain ESG factors into the Fund's investment process in accordance subject to its fiduciary duty and any applicable legal, regulatory, or contractual requirements. Depending on the investment, certain ESG factors could have a material effect on the return and risk of the investment. However, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilized or judgment exercised by the General Partner or a third-party ESG specialist or any judgment exercised by the General Partner will reflect the beliefs or values of any particular Limited Partner, appropriately identify all externalities of the business in question or align with the practices of other asset managers or with market trends. Considering ESG factors when evaluating an investment may cause the Fund not to make an investment that it would have made in the absence of such consideration. Additionally, ESG factors are only some of the many factors the General Partner may consider in making an investment, and there is no guarantee that the General Partner will make investments in companies that create positive ESG impact or that consideration of ESG factors will enhance long-term Limited Partner value and financial returns. There are also significant differences in interpretations of what positive ESG characteristics mean by region, industry, and topic. Accord's interpretations and decisions may differ from others' views and could also evolve over time. Similarly, to the extent the General Partner or a third party ESG specialist engages with portfolio companies on ESG related practices and potential enhancements thereto, there is no guarantee that such engagements will improve the financial or ESG performance of the investment. Successful engagement efforts on the part of the General Partner or a third-party ESG specialist will depend on the General Partner's skill in properly identifying and analyzing material ESG and other factors and their value, and there can be no assurance that the strategy or techniques employed will be successful. In addition, the General Partner's ESG programs and policies may change over time. It is possible that market dynamics or other factors will make it impractical, inadvisable or impossible for Accord to adhere to all elements of the General

Partner's investment strategy, including ESG considerations, whether with respect to one or more individual investments or to the Fund's portfolio generally. Similarly, in evaluating a company, the General Partner often depends upon information and data provided by the company or obtained via third-party reporting or advisors, which may be incomplete or inaccurate and could cause the General Partner to incorrectly assess the company's ESG practices and/or related risks and opportunities.

In addition, ESG practices are evolving rapidly and there are different principles, frameworks, methodologies, and tracking tools being implemented by other asset managers, and Accord's adoption and adherence to various such principles, frameworks, methodologies, and tools are expected to vary over time. There is a growing regulatory interest across jurisdictions in improving transparency regarding the definition, measurement, and disclosure of ESG factors. Accord could become subject to additional regulation in the future, and Accord cannot guarantee that its current ESG approach will meet future regulatory requirements or be implemented in a way that does not impose additional costs or risks to investments.

Epidemics, Health Risks and COVID-19

The extensive outbreak of the novel COVID-19 or "coronavirus" across many countries around the globe, including, but not limited to, the U.S., Europe, China and India, materially and adversely slowed global commercial activity, contributed to significant volatility in financial markets, and caused many to fear a potential U.S. and/or global recession and significant loss of employment. Many countries have reacted to the outbreak and subsequent surges of cases by instituting quarantines, significant restrictions on group gatherings and public events, restrictions and prohibitions on travel, and closures of a variety of venues (e.g., restaurants, concert halls, museums, theaters, schools and stadiums, non-essential stores, malls and other entertainment facilities). Such actions disrupted the global economy and supply chains, and adversely affected a number of industries, such as transportation, hospitality and entertainment.

An additional outbreak and any related curtailment in personal and economic activity may have a material adverse impact on economic and market conditions and could trigger a period of global economic slowdown. Any such slowdown or other disruption may impact the Fund's ability to identify attractive investment opportunities in the future or how the portfolio companies in which the Fund invests perform. For example, while valuations of target portfolio companies may be lower and more attractive from the Fund's perspective, it is possible that fewer existing owners will be willing to sell their companies at those lower valuations and the debt financing typically used for those acquisitions may be more difficult to obtain on attractive terms. Similarly, although major market disruptions and other global events can change behaviors and create new business opportunities for some companies, other companies will experience less demand for their products or services. While in the medium to longer term the General Partner believes that the Fund should see attractive investment opportunities consistent with its investment strategy, it will likely take some time for the markets to recover from any such slowdown or other disruption.

To the extent a pandemic, including COVID-19, is present in jurisdictions in which the Accord team has offices or other operations or investments, the ability of Accord to operate effectively, including the ability of personnel to function, communicate and travel to the extent necessary to carry out the Fund's investment strategies and objectives, may be impaired. The Fund and the portfolio companies in which the Fund invests may suffer losses and other adverse impacts if travel and other COVID-19 related disruptions reemerge for an extended period of time.

Follow-on Investments

Following its initial investment in a portfolio company, the Fund may decide to provide additional needed funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company. There is no assurance that the Fund will make follow-on investments or that the Fund will have sufficient capital to make all or any of such investments, and the amount of any follow-on

investments after the Fund's investment period is subject to limitations in the Partnership Agreement. Any decision by the Fund not to make follow-on investments or its inability to make such investments may have a substantial negative impact on a portfolio company in need of such an investment or may result in a lost opportunity for the Fund to increase its participation in a successful portfolio company. In the event that the Fund does not participate in a follow-on investment opportunity and other investors provide the requested financing, the Fund's investment in such portfolio company will likely be substantially diluted.

Follow-on investments present risks and may involve conflicts of interest, including the determination of the equity component and other terms of the new financing as well as the allocation of investment opportunities in the case of follow-on investments by the Fund in a portfolio company in which another Accord-managed fund has previously invested, subject to the terms of the Partnership Agreement. In addition, the Fund may on occasion participate in re-leveraging and recapitalization transactions involving portfolio companies in which another Accord-managed fund has already invested or will invest, in each case, subject to the terms of the Partnership Agreement. Conflicts of interest will likely arise, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low of a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

There can be no assurance that the Fund's portfolio companies will be able to predict accurately their future capital requirements necessary or optimal for success or that additional funds will be available from any source or on terms that are acceptable to the Fund and/or the portfolio companies. Accordingly, it is possible that one or more of the Fund's portfolio companies will be unable to raise additional financing, which could result in a loss for the Fund and a negative impact on returns to Limited Partners.

Force Majeure

Portfolio companies may be affected by force majeure events (i.e., events beyond the control of the party claiming that the event has occurred, including acts of God, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism and labor strikes). Some force majeure events (e.g., government-mandated closures resulting from the current COVID-19 pandemic) may adversely affect the ability of a party (including a portfolio company or a counterparty to the Fund or a portfolio company) to perform its obligations until it is able to remedy the force majeure event. In addition, the cost to a portfolio company of repairing or replacing damaged assets resulting from such force majeure event could be considerable. Certain force majeure events (such as war or an outbreak of an infectious disease) could have a broader negative impact on the world economy and international business activity generally, or in any of the countries in which the Fund may invest specifically. Additionally, a major governmental intervention into industry, including the nationalization of an industry or the assertion of control over one or more portfolio companies or its assets, could result in a loss to the Fund, including if its investment in such portfolio company is canceled, unwound or acquired (which could be without what the Fund considers to be adequate compensation). Any of the foregoing may therefore adversely affect the performance of the Fund and its investments.

General Economic and Market Conditions

General economic or market conditions may adversely affect the performance of the investments made by the Fund. Factors affecting economic conditions, including, for example, public market volatility, inflation rates, rising interest rates, currency devaluation, availability of credit, exchange rate fluctuations, economic uncertainty, industry conditions, competition, technological developments, domestic and worldwide political, military and diplomatic events and trends and innumerable other factors, none of which will be in the control of the Fund, the General Partner, Accord or the Fund's portfolio companies, can substantially and adversely affect the business and prospects of the Fund and the portfolio companies in which it has invested. A general economic downturn could also result in the diminution or loss of value of the investments made by the Fund due to a number of factors, including a reduced demand for

the products or services produced by the Fund's portfolio companies. In addition, a downturn or contraction in the economy or in the capital markets, or in certain industries or geographic regions thereof, may restrict the availability of suitable investment opportunities for the Fund and opportunities to liquidate the Fund's investments on favorable economic terms, each of which could prevent the Fund from meeting its investment objectives. A downturn in the U.S. economy or the economies of other countries in which the Fund is considering investments could adversely affect the Fund's operating results and ability to implement its business strategy. Difficult market conditions adversely affect the Fund and its returns by reducing the value or performance of its investments or by reducing its ability to raise or deploy capital.

Global Economic Uncertainty

Economic uncertainty in various global markets caused by political instability and conflict and economic challenges caused by the COVID-19 pandemic has resulted, and may continue to result, in weakened demand for products and services and difficulty in forecasting financial results. Political developments impacting government spending and international trade, including potential government shutdowns and trade disputes and tariffs, may negatively impact markets and cause weaker macro-economic conditions. The effects of these events may continue due to potential U.S. government shutdowns and the transition in administrations, and the United States' ongoing trade disputes with China and other countries. The continuing effect of any or all of these events could adversely impact the Fund's portfolio companies. Further, global uncertainty caused by political instability and conflicts such as the conflict between Russia and Ukraine could adversely affect the Fund and the performance of the Fund's investments. The current military conflict between Russia and Ukraine, including any resulting sanctions, export controls or other restrictive actions imposed by the U.S. and/or other countries against governmental or other entities in, for example, Russia, also could lead to disruption, instability and volatility in the global markets which may have an impact on the global economy and credit markets which may impact the Fund's investments and returns.

The Fund's investments are subject to risks of credit defaults and changes in market values. Periods of macroeconomic weakness or recession, heightened volatility or disruption in the financial and credit markets could increase these risks, potentially resulting in other-than-temporary impairment of assets of the Fund's portfolio companies. The impact of geopolitical tension, such as a deterioration in the bilateral relationship between the U.S. and China or an escalation in conflict between Russia and Ukraine, including any resulting sanctions, export controls or other restrictive actions that may be imposed by the U.S. and/or other countries against governmental or other entities in, for example, Russia, also could lead to disruption, instability and volatility in the global markets, which may have an impact on the Fund's investments across negatively impacted sectors or geographies.

Potential Emerging Banking Crisis

Inflation, and resulting rapid increases in interest rates, have led to a decline in the trading values of previously issued government securities with interest rates below current market interest rates. Certain financial institutions holding significant positions in these government securities have accumulated substantial unrealized losses, which has impaired or could impair the ability of such institutions to meet customer and other liquidity needs. A number of financial institutions have been impacted and continue to be impacted as part of this potential banking crisis.

In an effort to stabilize this deteriorating situation, the FDIC, in conjunction with the U.S. Department of Treasury and the Federal Reserve Board, have taken steps to assist a number of financial institutions impacted. Despite these efforts, concerns about the overall financial health and stability of the U.S. banking sector remains high, with many bank stocks trading at significantly lower prices than they did before the crisis began. Further governmental intervention may be required to stabilize the U.S. banking sector in the future if additional U.S. banks, particularly larger banks, appear to be at a risk of failure; it is unclear, however, whether the government would intervene in such circumstances and, if it did, whether

such governmental intervention would be sufficient to forestall a full-blown banking crisis. It is also possible that further government intervention could result in other unforeseen adverse impacts on the economy over the short or long term. At the same time, global markets are being adversely impacted by the financial uncertainties surrounding

Even if, ultimately, market concerns about the financial health and stability of U.S. and global banking sectors are successfully addressed, many observers believe that the risk of a recession occurring in the U.S., and perhaps in other major global economies, has increased because of the recent events in the banking sector. Relatedly, these events may prompt the Federal Reserve Board and other central banking authorities to slow down the pace of future increases in benchmark interest rates, which could make it more difficult for the U.S. and other governments to mitigate inflationary pressures in the economy and contribute to a period of higher inflation.

The events described above present several potential risks including to: (i) investment Firms, general partners and their related entities, (ii) the funds which they manage, (iii) fund limited partners; (iv) the portfolio companies in which funds make and hold investments; and (v) founders and senior management teams of portfolio companies. Certain of these risks are described in more detail below but other risks may arise in the future as events unfold. In evaluating such risks in the context of a rapidly evolving situation like this one, one should assume that circumstances may change in ways that are not necessarily predictable, and that conditions may deteriorate. Any of the risks described below, or other risks not described, if realized, could have a material adverse effect on the liquidity, current and/or projected business operations, financial condition and/or performance results, as applicable, for any of the Firm or its related parties, the Funds and/or the portfolio companies.

Banking Sector Risks on Fund Operations and Performance

It is likely that, if the banking sector situation continues to deteriorate, the U.S. and/or other global economies would be adversely affected, including the possibility of recession, the duration and severity of which are difficult to predict. Among other things, a weakening in the macroeconomic situation could make it more difficult for the Funds to identify and source investments; finance and consummate new investments or refinance existing investments; and dispose or otherwise monetize investments at attractive valuations. In addition, it is possible that the incidence of Fund investor capital call defaults may increase. The cumulative effect of the foregoing could adversely impact the value of Fund holdings and overall performance of the Funds.

Custody Risk

If a bank has custody of any Fund assets and the bank goes into receivership, the receivership could adversely impact the safekeeping of those assets and the ability to retrieve and secure such assets, and the applicable Funds may experience delayed access to deposits or other financial assets or the uninsured loss of deposits or other financial assets.

Hedging

Subject to the terms of the Partnership Agreement, in connection with the financing of certain investments, the Fund may employ hedging techniques (whether by means of derivatives or otherwise and whether in support of financing techniques or otherwise) designed to reduce the risks of adverse movements in interest rates, securities prices and/or currency exchange. However, such transactions themselves may entail certain other risks. Thus, while the Fund and/or its portfolio companies may benefit from the use of these hedging strategies, unanticipated changes in interest rates, securities, commodities and other asset prices or currency exchange rates or other events related to hedging activities may result in a poorer overall performance for the Fund and/or its portfolio companies than if it or its portfolio companies had not implemented such hedging strategies. In addition, certain hedging

arrangements may require the General Partner to register with the U.S. Commodity Futures Trading Commission.

Illiquidity of Investments

The Fund's investments will be illiquid and long-term, and there can be no assurance that the Fund will be able to realize its investments at attractive prices or otherwise be able to affect a successful realization or exit strategy. Illiquidity may result from the absence of an established market for investments as well as from legal or contractual restrictions on their resale by the Fund. The Fund may also receive distributions of securities that cannot be sold except pursuant to a registration statement filed under applicable securities laws or unless an exemption from such laws is available. The Fund may have access to non-public information regarding certain investments, the possession of which also could limit the Fund's ability to sell such investments. There can be no assurance that the Fund will be able to divest or otherwise dispose of all of its investments prior to the end of the term of the Fund, which may require the Fund to make in-kind distributions upon its dissolution or to extend the term of the Fund in order to liquidate the Fund's investments in an orderly manner.

Inability to Dispose of Investments Prior to Dissolution

The Fund may make portfolio investments that may not be advantageously disposed of prior to the date the Fund dissolves, either by expiration of the Fund's term or otherwise. Although the General Partner expects that investments will be disposed of prior to dissolution or be suitable for in-kind distribution at termination, the Fund may have to sell, distribute, or otherwise dispose of portfolio investments at a disadvantageous time as a result of dissolution. In addition, although upon the dissolution of the Fund, reasonable time shall be allowed for the winding up of the affairs of the Fund in order to minimize any losses that might otherwise result and obtain fair value upon a sale of any portfolio company, there can be no assurances with respect to the time frame in which the winding-up and the final distribution of proceeds to the Limited Partners will occur. In addition, certain obligations or liabilities of the Fund (including the incurrence of indebtedness), irrespective of when such obligations are incurred, may mature at a point in time following the investment period or following the date that the Fund is dissolved. In any such circumstance, the Fund will be obligated to satisfy any such obligations and the Partners will, if required by the General Partner, be obligated to make capital contributions or return distributions to the Fund to fund such obligations in accordance with, and subject to the limitations (if any) set forth in, the Partnership Agreement.

Investments in Public Companies

The Fund may take private portfolio companies public and, subject to the limitations and exceptions set forth in the Partnership Agreement, invest in securities that (i) are purchased in, or in anticipation of, a going-private transaction or (ii) are purchased in anticipation of acquiring a controlling interest in a portfolio company or specially negotiated rights customary for privately held portfolio companies, (such securities are collectively referred to herein as "Public Securities"). Investments in Public Securities may subject the Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include, without limitation, movements in stock or debt markets and trends in the overall economy, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Fund to dispose of such Public Securities at certain times (including due to the possession by the Fund of material non-public information), increased likelihood of shareholder litigation against such companies' board members, regulatory action by the Securities and Exchange Commission (the "SEC") and increased costs associated with each of the aforementioned risks. In connection with any shareholder litigation that arises in connection with the Fund's investment in Public Securities, it is possible that the Fund may not fund the full amount of the purchase price associated with such investment and return the applicable amount of proceeds to the Limited Partners until such shareholder litigation is finally resolved. If the Fund contributes to the acquisition of the applicable portfolio company a portion of the purchase price that was

not needed at such time in light of such shareholder litigation, the General Partner or the portfolio company may cause such amounts to be returned to the Fund, which amounts can be held in reserve by the Fund or returned to the Limited Partners. Any subsequent investment of such amounts in such portfolio company for purposes of settling or otherwise resolving any such shareholder litigation may not be deemed a follow-on investment in such portfolio company.

Investments in Restructurings

The Fund may make investments in portfolio companies that are restructuring in order to address actual or anticipated severe financial difficulties, which may never be overcome. As a result, an investment by the Fund in such a portfolio company could, in certain circumstances, expose the Fund to the risk of losing its capital invested in such portfolio company and being subject to certain additional potential liabilities.

Leverage

The portfolio companies in which the Fund invests may rely on the use of leverage; accordingly, the success of such portfolio companies will depend in part on their ability to access sufficient sources of indebtedness at attractive rates. Highly leveraged portfolio companies are inherently more sensitive to declines in revenues, increases in expenses and interest rates and adverse economic, market and industry developments. For example, rising interest rates can significantly increase a portfolio company's interest expense, causing losses and/or the inability to service outstanding indebtedness. It is also typical for portfolio companies to agree to comply with certain operating and other covenants in connection with obtaining debt financing. If a portfolio company cannot generate adequate cash flow to meet its debt service obligations or defaults under the covenants imposed on it pursuant to its borrowing arrangements, it may be required to immediately repay all outstanding indebtedness.

An acceleration of a portfolio company's repayment of indebtedness could result in a bankruptcy filing by such portfolio company, and the Fund may suffer a partial or total loss of capital invested in such portfolio company. As a result, the risk of loss associated with a leveraged portfolio company is generally greater than for a portfolio company with comparatively less debt.

In certain investments by the Fund, indebtedness may constitute a significant portion of a portfolio company's total capitalization, including debt that may be incurred by the portfolio company in connection with the Fund's investment. An increase in either the general levels of interest rates or in the risk spread demanded by sources of debt financing could make it more difficult for the Fund to consummate investments that are dependent on a financial restructuring. Increases in interest rates could also make it more difficult to locate and consummate investments because other potential buyers, including operating companies acting as strategic buyers, may have sources of equity capital or access to lower-cost debt that would allow them to bid for assets at a higher price due to their lower overall cost of capital.

Lower Middle-Market Companies

The Fund intends to invest primarily in lower middle-market companies. Investments in lower middle-market companies may entail larger risks than are customarily associated with investments in larger companies. Lower middle-market companies may have more limited product lines, markets and financial resources, and may be dependent on a smaller management group and on additional financing. As a result, such companies may be more vulnerable to general economic trends and to specific changes in markets and technology.

Market Disruption and Terrorism Risk

The military operations of the U.S. and its allies and the instability and prevalence of terrorist attacks in various parts of the world could have significant adverse effects on the global economy and, in particular, the regions in which the Fund intends to invest. The Fund is subject to the risk that war, domestic and

foreign terrorism and related geopolitical events may lead to increased short-term market volatility and have adverse long-term effects on world economies and markets generally, as well as adverse effects on issuers of securities and the value of the Fund's investments. Those events as well as other changes in world economic and political conditions also could adversely affect individual issuers or related groups of issuers, securities markets, interest rates, credit markets, inflation rates, investor sentiment and other factors affecting the value of the Fund's investments. Such events can also magnify the Fund's exposure to a number of the risks described elsewhere in this section. Neither Accord nor the General Partner can predict the likelihood of these types of events occurring in the future nor how such events may affect the Fund.

Nature of Investments; Risks in Effecting Operating Improvements

The Fund's investments may also be made in companies that may have substantial variation in operating results from period to period. Portfolio companies can experience failures or substantial declines in value at any stage and may face intense competition. Some portfolio companies may have the need for additional capital to support expansion or to achieve or maintain a competitive position, and there is no assurance that such capital will be available. If the funds provided by the Fund are not sufficient, or if the Fund is unable to provide additional capital, a portfolio company may have to raise further capital at a price unfavorable to existing investors, including the Fund. To the extent a portfolio company in which the Fund invests receives additional funding in subsequent financings and the Fund does not participate in such additional financial rounds, the interests of the Fund in such portfolio company would be diluted. In some cases, the success of the Fund's investment strategy will depend, in part, on the ability of the Fund to restructure and effect improvements in the operations of a portfolio company. The activity of 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 personnel and disrupt normal business. There can be no assurance that the Fund will be able to successfully identify and implement such improvements.

No Assurance of Profitability

No assurance can be given as to the Fund's ability to choose, make and realize any particular investment. There can be no assurance that the Fund will be able to generate returns for its Limited Partners or that the returns will be commensurate with the risks of investing in the type of investments and transactions described herein. Investments made by the Fund are subject to a wide range of risks, including the impact of terrorist acts or threats thereof, economic trends and other externalities beyond the control of the Fund or the General Partner, which could cause such investments to lose value. There can be no assurance that any Limited Partner will receive any distribution from the Fund. Accordingly, an investment in the Fund should only be considered by persons that can afford a loss of their entire investment.

Non-Controlling Investments

The Fund may hold non-controlling interests in certain portfolio companies and, therefore, may have a limited ability to protect its position in such portfolio companies. As a condition of investments in any portfolio company, the Fund will seek to obtain appropriate governance rights to protect the Fund's investments. However, there can be no assurance that the Fund will be able to obtain such rights in all cases or, if such rights are obtained, that they will be effective.

Receipt of Material, Non-Public Information

By reason of their responsibilities in connection with the Fund and other activities, personnel of Accord or the General Partner may acquire confidential or material non-public information relating to portfolio companies or may be restricted from initiating transactions in certain securities. The Fund may not be free to act upon any such information. Due to restrictions with respect to publicly traded securities, the Fund may not be able to initiate a transaction in the securities of a company that it otherwise might have initiated and may not be able to sell an investment in a company that it otherwise might have sold if

personnel of Accord or the General Partner have access to material non-public information relating to such company.

Regulation Applicable to Portfolio Companies

The Fund intends to invest in portfolio companies that may be subject to extensive state, federal and foreign regulations governing their business activities. The failure to comply with applicable regulations, obtain applicable regulatory approvals, or maintain those approvals so obtained, may subject the applicable portfolio company to civil penalties, suspension or withdrawal of any regulatory approval obtained, product recalls and seizures, injunctions, operating restrictions and criminal prosecutions and penalties, which could, individually or in the aggregate, have a material adverse effect on the Fund's investment in such portfolio company.

Reliance on Management

Although the General Partner may secure representation on the board of directors of portfolio companies and hopes to develop a good working relationship with the management of such portfolio companies, the Fund is not expected to have an active role in the day-to-day management of the portfolio companies in which it invests. To the extent that the senior management of a portfolio company performs poorly, or if a key manager terminates employment, the Fund's investment in such company could be adversely affected.

Reliance on Projections

The Fund may rely on projections, forecasts or estimates developed by Accord's officers or employees or by a portfolio company concerning the portfolio company's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements, are based upon certain assumptions and are inherently subject to uncertainty and factors beyond the control of Accord, the General Partner, their respective officers and employees and the portfolio company. Actual events are difficult to predict and often differ from those assumed. The inaccuracy of certain assumptions, the failure to satisfy certain requirements and the occurrence of other unforeseen events could impair the ability of a portfolio company to realize projected values and cash flow and could, therefore, adversely affect the Fund's performance. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates and domestic and foreign business, market, financial or legal conditions, among others. Further, other participants in the industry may disagree with the feasibility of projections, and potential investors should make their own determinations about the prospects of the Fund. In the current environment, in light of the unprecedented and widespread implications of COVID-19, the uncertainties around assumptions are heightened substantially beyond what they otherwise might be relative to times of previously experienced market volatility. For example, projections entail assumptions regarding the timing in which the impacts of COVID-19 will begin to dissipate. While Accord has used, and will continue to use, its good faith judgment based on information available at the time to make these projections, there can be no guarantee that the assumptions will prove to be correct with the benefit of hindsight. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results will not be materially lower than those estimated therein.

Russia-Ukraine Conflict

There is currently an ongoing military conflict between Russia and Ukraine (the "Russia-Ukraine conflict") which, in a relatively short period of time, has caused disruption to global financial systems, trade and transport, among other things. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to Russia. However, the ultimate impact of the Russia-Ukraine conflict and its effect on global economic and commercial activity and conditions, and on the operations, financial condition and

performance of the Fund or any particular industry, business or investee country and the duration and severity of those effects, is impossible to predict.

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

Suitability of Potential Limited Partners

An investment in the Fund is highly speculative, involves a high degree of risk and could result in the loss of part or all of a Limited Partner's capital contribution. Therefore, Limited Partners should not subscribe for Interests unless they can bear such a loss. Moreover, there can be no assurance that the Fund's investment objectives will be achieved and investment results may vary materially from one reporting period to the next. Consequently, an investment in the Fund is suitable only for sophisticated investors with substantial other assets who are capable of making an informed independent decision as to the risks involved in an investment in the Fund. The General Partner expects the Fund to hold its investments for a number of years. In addition, in some cases the Fund may be prohibited by contract or applicable laws from selling certain securities for a period of time. Because of the risks involved, the lack of a public market for the Interests and restrictions on transfer of Interests, an investment in the Fund is only suitable for sophisticated investors who are willing to hold their Interests for the term of the Fund and who understand that they may lose all or a significant portion of their invested capital.

Third-Party Litigation Costs

The Fund will be subject to a variety of litigation risks, particularly if one or more of its portfolio companies face financial or other difficulties during the term of the Fund. This risk is somewhat greater if the Fund exercises control of, or significant influence on, a portfolio company's direction. Legal disputes, involving any or all of the Fund, the General Partner, its partners or its affiliates, may arise from the foregoing activities (or any other activities relating to the operation of the Fund or the General Partner) and could have a significant adverse effect on the Fund. For example, it is anticipated that the Fund may actively assist portfolio companies in differing capacities (including, without limitation, by serving as officers, directors or advisors). The Fund may also participate in portfolio company financings at implicit portfolio company valuations lower than the valuations implicit in preceding rounds of financing. While this provides the Fund with more opportunity to positively influence a portfolio company's success, it can also lead to greater exposure of the Fund's assets. In the event of a dispute arising from any of the foregoing activities (or other activities relating to the operation of the Fund), it is possible that the Fund, the General Partner, Accord or any of their affiliates may be named as defendants. Portfolio companies may have insurance to protect directors and officers, but this insurance may be inadequate. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would, absent certain conduct by the General Partner, Accord or certain related parties to either of the foregoing, be borne by the Fund, would reduce its net assets and could require investors to return to the Fund capital and earnings previously distributed by the Fund. Accord, the General Partner and other related parties are entitled to indemnification by the Fund in connection with such litigation, subject to certain conditions described in the Partnership Agreement. Beyond direct costs, such disputes may adversely affect the Fund in a variety of ways, including by distracting the General Partner and Accord and harming relationships between the Fund and its portfolio companies or other investors in such portfolio companies.

Uncertain Asset Valuation

Certain actions by the General Partner, such as sales of investments and the redemption of Interests of defaulting Limited Partners, will be based on the General Partner's estimate of the value of the Fund's investments. In the case of most of the Fund's investments, market price quotations are unlikely to be readily available. Accordingly, Limited Partners will need to rely on the judgment of the General Partner in valuing such investments. Valuations do not necessarily represent the price at which an investment would sell since market prices of investments can only be determined by negotiation between a willing buyer and seller. If the Fund were to liquidate a particular investment, the realized value may be more than or less than the valuation of such asset as determined by the General Partner.

Warehoused Investments

Following the initial closing, the Fund shall be permitted to purchase certain Warehoused Investments, as discussed in the "Investment Warehousing" section of the Memorandum, from the family office (an Other Account). No assurance can be given that such investments will be consummated or will be profitable for the Fund. It is possible that such investments, if any, may decline in value prior to, or after, the transfer of such investments to the Fund from the family office. See also "Conflicts of Interest – Cross Transactions and Principal Transactions" below.

Other Fund-Related Risks

Capital Calls

Capital calls will be issued by the General Partner from time to time, based upon the General Partner's assessment of the needs and opportunities of the Fund. To satisfy such capital calls, the Limited Partners may be required to maintain a substantial portion of their capital commitments in assets that can be readily converted to cash. Except as specifically set forth in the Partnership Agreement, the Limited Partners' obligation to satisfy capital calls will be unconditional. The Limited Partners' obligation to satisfy capital calls will not in any manner be contingent upon the performance or prospects of the Fund or upon any assessment thereof provided by the General Partner. Capital calls may not provide all of the information a Limited Partner desires in a particular circumstance, and such information may not be made available and will not be a condition precedent for a Limited Partner to meet its funding obligation. Notwithstanding the foregoing, the General Partner will not be obligated to call 100% of the Limited Partners' capital commitments. If one or more Limited Partners are unable to make or are excused from making any capital call, the capital calls of the other Limited Partners may be increased, possibly materially. The fees, costs and expenses incurred by the Limited Partners in fulfilling a capital call (whether it is bank fees, wire fees, foreign exchange fees or other applicable charge imposed on a Limited Partner) will be borne solely by such Limited Partner and will be in addition to the amounts required by capital calls (and will not be part of or otherwise reduce their capital commitments and/or remaining capital commitments, as applicable).

Confidential Information

The General Partner will provide Limited Partners with periodic reports regarding the activities of the Fund. Investors should be aware that the General Partner, Accord and the Fund may be subject to confidentiality agreements that limit the amount of information that the General Partner or Accord may disclose about investments. Additionally, the Partnership Agreement will impose certain confidentiality obligations on Limited Partners intended to protect proprietary and other information relating to the Fund and its portfolio companies. To the extent that such information is publicly disclosed, competitors of the Fund and/or its portfolio companies, and others, may benefit from such information, thereby adversely affecting the Fund, its portfolio company, the General Partner and the economic interests of the Limited Partners.

Dilution of Interests

Investors admitted to the Fund at subsequent closings or who increase their capital commitments at subsequent closings will participate in then-existing investments of the Fund, thereby diluting the interests of the existing investors in such investments. There can be no guaranty that the amounts paid by investors admitted at subsequent closings or who increase their commitments at subsequent closings will reflect the fair market value of the Fund at such time.

Electronic Delivery of Certain Documents

Limited Partners will have the opportunity to consent in the subscription agreement or otherwise pursuant to the Partnership Agreement to electronic delivery (including facsimile, electronic mail (or other electronic communication) or posting to the Fund's intranet website or other internet service in accordance with the Partnership Agreement) of: (i) certain closing documents such as the Partnership Agreement and the subscription agreement; (ii) certain notices or communications required or contemplated to be delivered to the Limited Partners by the Partnership, the General Partner, Accord or any of their respective affiliates, pursuant to applicable law or regulation (including the Investment Advisers Act of 1940, as amended, and the U.S. Gramm-Leach-Bliley Act, as amended), at the option of the person making such delivery; (iii) certain tax-related information and documents; and (iv) other notices, requests, demands, consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to the Limited Partners under the Partnership Agreement. There are certain costs (e.g., online time) and possible risks associated with electronic delivery. Moreover, the General Partner cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems or malfunctions resulting from any computer viruses or related problems that may be associated with the use of an internet-based system. See also "Certain Risk Factors – Cybersecurity."

Freedom of Information/ Sunshine Laws

Under "freedom of information," "sunshine," "public records" and similar laws, certain governmental or other regulated entities such as state universities and pension funds may be required to publicly disclose confidential information regarding the Fund or its portfolio companies, notwithstanding contractual obligations (such as those contained in the Partnership Agreement) to the contrary. The amount and type of information required to be publicly disclosed by such Limited Partners varies depending on the laws, regulations and public policy requirements applicable to each such Limited Partner. It is also possible that, after a Limited Partner has invested in the Fund, the public disclosure laws or requirements applicable to that Limited Partner will be modified in a manner that requires the disclosure of additional information. Any such disclosure could have a material adverse effect upon the Fund or its portfolio companies, and could expose the Fund, the General Partner, Accord or any of their affiliates to claims for damages brought by portfolio companies or other persons related thereto. Although the General Partner will have the right to withhold certain information from a Limited Partner that is subject to public disclosure laws, typically information will not be withheld from such Limited Partner if it has provided assurances that only certain information approved by the General Partner will be publicly disclosed. If notwithstanding such assurances sensitive confidential information is publicly disclosed, the Fund may have limited recourse (or no recourse) for such disclosure other than withholding new information.

Limited Access to Information

The Limited Partners' rights to information regarding the Fund will be specified, and strictly limited, in the Partnership Agreement. In particular, it is anticipated that the General Partner will obtain certain types of material information from or relating to portfolio companies that will not be disclosed to Limited Partners 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 Limited Partners in a variety of circumstances. For example, a Limited Partner that seeks to transfer its interest in the Fund may have difficulty in

determining an appropriate price for such interest. Decisions to withhold information also may make it difficult for a Limited Partner to monitor the General Partner and the General Partner's performance. Additionally, it is anticipated that the Limited Partners who designate representatives to participate on the LP Advisory Committee may, by virtue of such participation, have more information about the Fund and its portfolio companies in certain circumstances than other Limited Partners generally and may be disseminated information in advance of communication to other Limited Partners generally.

Due in part to the fact that potential investors in the Fund ask different questions and request different information, the General Partner may provide certain information to one or more prospective investors that it does not provide to all of the prospective investors or Limited Partners, and such prospective investors will have more or different information on which to base their investment decision than those who did not request or receive such information. The fact that the General Partner has provided such information upon request by one or more prospective investors or Limited Partners does not obligate the General Partner to affirmatively provide such information to all prospective investors or Limited Partners. As a result, certain prospective investors or Limited Partners will have more information about the Fund than other prospective investors or Limited Partners, and the General Partner has no duty to, and does not intend to, ensure that all prospective investors and Limited Partners seek, obtain or process the same information regarding the Fund and its portfolio companies.

Limited Partner Transfers

To the extent the General Partner has discretion over transfers of interests in the Fund or is asked to identify potential purchasers in a transfer of interest in the Fund, the General Partner may consider some or all of a wide range of factors, which may include, but are not limited to, the following:

- The General Partner's evaluation of the financial resources of the potential purchaser, including the ability to meet capital call obligations.
- Whether the General Partner believes, in its sole discretion, that a potential purchaser will help establish, recognize, strengthen and/or cultivate relationships that may provide longer-term benefits to the Fund or successor funds or the General Partner.
- Whether the General Partner believes the potential purchaser would subject Accord, the General Partner, the Fund, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens.
- Any confidentiality concerns the General Partner may have that may arise in connection with providing the potential purchaser with specific information relating to the Fund.
- A purchaser's potential investment into another fund managed by Accord or its affiliates (including a commitment to a future such fund) may be considered, but will not be the sole determining factor considered by the General Partner in determining whether to grant or withhold its consent to a secondary transfer of interests in the Fund.

Limited Recourse Against the General Partner

The Partnership Agreement will contain provisions that relieve the General Partner and its partners of liability for certain improper acts or omissions. For example, the General Partner and its partners generally will not be liable to the Limited Partners or the Fund for acts or omissions that constitute ordinary negligence. Under certain circumstances, the Fund may even indemnify the General Partner and its members against liability to third parties resulting from such improper acts or omissions. Furthermore, it is expected that the General Partner will be structured as a limited partnership and that the individual partners of the General Partner generally will not be personally liable for the General Partner's debts and obligations. As a result, Limited Partners may have little or no recourse to the personal assets of the individual partners of the General Partner even in the event that the General Partner breaches a duty to the

Limited Partners or the Fund or the General Partner becomes insolvent. Notwithstanding any applicable provisions of the Partnership Agreement, Limited Partners may have, or be entitled to, rights, claims, causes of action or remedies that cannot be waived or forfeited under applicable law. In particular, Limited Partners should consult with their own legal counsel before concluding that any particular claims against the General Partner or its partners have been waived or forfeited by virtue of the Partnership Agreement or otherwise.

In the event that the Fund is unable otherwise to meet its obligations, the Limited Partners may be required to repay to the Fund, or to pay to creditors of the Fund, distributions previously received by them, subject to limitations set forth in the Partnership Agreement. In addition, Limited Partners may be required to pay to the Fund amounts which are required to be withheld by the Fund for tax purposes. Further, in connection with the disposition of a portfolio company, the Fund may make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sales of businesses. The Fund may indemnify purchasers against losses to the extent that any representations made by the Fund turn out to be inaccurate. Such indemnification obligations may result in the incurrence of contingent liabilities, which may require the General Partner to maintain reserves or, in certain circumstances, require the Partners to return distributions to meet such contingency, subject to limitations set forth in the Partnership Agreement.

LP Advisory Committee

The General Partner will designate one or more Limited Partners to be represented by a member on the LP Advisory Committee. The Partnership Agreement provides that no member of the LP Advisory Committee and no Limited Partner who may have designated such member shall owe any duties (fiduciary or otherwise) under the Partnership Agreement, or at law or in equity, to the Fund or any other Limited Partner in respect of the activities of the LP Advisory Committee. In addition, representatives of the LP Advisory Committee may have various business and other relationships with Accord and its partners, employees and affiliates. These relationships and other conflicts of interest do not disqualify such members from voting or consenting to matters submitted to the LP Advisory Committee for consideration or review and may influence their decisions as members of the LP Advisory Committee. For example, in a cross trade situation where Accord arranges for the Fund to purchase an investment from, or sell an investment to, another fund or account managed by Accord or its affiliate, if the LP Advisory Committee member has an interest in both Accord entities involved in the cross trade, such member may favor one Accord entity over the other if such member's interests are more aligned with the Accord entity it favors. In addition, if the LP Advisory Committee member has a direct or indirect interest in the transaction unrelated to any Accord entity, it may not act in the best interests of the Fund.

No Market for Interests; Limitations on Transferability and Withdrawal

Interests in the Fund will not be registered under the Securities Act, or any other securities laws applicable in any U.S. or non-U.S. jurisdiction and may not be transferred unless registered under applicable securities laws or unless an exemption from such laws is available. The Fund has no plans, and is under no obligation, to register the Interests under such laws. No market exists for the Interests in the Fund, and none is expected to develop.

Investors in the Fund may not sell, transfer, exchange, assign, pledge, hypothecate or otherwise dispose of their Interests in the Fund (or any portion thereof) without the consent of the General Partner. Moreover, investors may not withdraw from the Fund except in certain limited circumstances as set forth in the Partnership Agreement.

No Operating History; Reliance on the General Partner and Accord

The Fund has no operating history and will be entirely dependent on the General Partner. Control over the operation of the Fund, including decisions with respect to structuring, negotiating and purchasing, financing and eventually divesting investments on behalf of the Fund, will be vested with the General

Partner. Consequently, the Fund's future profitability and investment performance will depend largely upon the business and investment acumen of Accord's Partners. While Accord's Partners have previous experience making and managing investments similar to those contemplated by the Fund, they have no experience managing and investing a committed pool of funds. The loss or reduction of service of Accord's Partners would have an adverse effect on the Fund's ability to realize its investment objectives. Information about prior investments and investment strategies of Accord's professionals is provided solely to illustrate such persons' investment experience, and processes and strategies. It does not represent any track record of, or any vehicles managed by, Accord, which was recently formed. Such information is not intended to be indicative of the Fund's future results. The performance of the family office's prior investments is not necessarily indicative of the Fund's future results, nor is their structure necessarily indicative of what will be the structure of the Fund's investments. An investor should only invest in the Fund as part of an overall investment strategy, and only if the investor is able to withstand a total loss of its investment in the Fund. While the General Partner intends for the Fund to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. With respect to any of the Fund's investments, loss of principal will be possible. In addition, Accord's Partners manage the family office and likely will in the future manage or advise other investments or investment funds besides the Fund and, in such event, Accord's Partners will likely need to devote substantial amounts of their time to the investment activities of such other investments or funds, which will pose conflicts of interest in the allocation of the time of Accord's Partners. Limited Partners generally have no right or power to take part in the management of the Fund, and as a result, the investment performance of the Fund will depend on the actions of the General Partner. Furthermore, certain changes in the General Partner or circumstances relating to the General Partner may have an adverse effect on the Fund or one or more of its investments, including potential acceleration of debt facilities.

The success of many of the Fund's portfolio companies is heavily dependent on the management of such companies. Each portfolio company's day-to-day operations will be the responsibility of such company's management team. Additionally, the General Partner will generally establish the capital structure of companies in which the Fund invests on the basis of financial projections for such companies, which will contain significant judgment and input from the portfolio company management team. Although the General Partner will be responsible for monitoring the performance of each portfolio company investment and the Fund generally intends to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the existing management team, or any successor, will be able or willing to successfully operate a company in accordance with the Fund's objectives. Portfolio companies may need to attract, retain and develop executives and members of their management teams. The market for executive talent can be extremely competitive. There can be no assurance that the management team of a portfolio company on the date a portfolio company investment is made will remain the same or continue to be affiliated with the company throughout the period the portfolio company is held by the Fund. There can be no assurance that portfolio companies will be able to attract, develop, integrate and retain suitable members of its management team and, as a result, the Fund may be adversely affected thereby.

Return of Distributions

A Limited Partner in the Fund that receives a distribution in violation of certain applicable laws, rules or regulations, will, under certain circumstances, be obligated to recontribute such distribution to the Fund. The Partnership Agreement also requires Limited Partners to make additional contributions to the Fund to the extent necessary to satisfy claims against, or liabilities or obligations of, the Fund, subject to certain limitations; provided, however, that the General Partner, with respect to its right to receive carried interest distributions, shall not be required to make additional contributions to the Fund in excess of the aggregate amount of carried interest distributions received by the General Partner minus all tax distributions attributable to its right to receive carried interest distributions. As a result of such limitation on the obligation of the General Partner to return carried interest distributions in satisfaction of any Fund claim,

liability or obligation, the General Partner may be entitled to receive and retain carried interest distributions in excess of the amount of carried interest distributions that it would have otherwise retained if such limitation did not exist, such claim, liability or obligation been incurred by the Fund prior to the time when the applicable distributions were made and the net amount was distributed to the Partners in a manner consistent with the distribution of proceeds described in the “Summary of Principal Terms” section of each Fund’s Memorandum.

Side Letters

As permitted by the Partnership Agreement, the General Partner may, in its sole and absolute discretion, agree to supplement, waive or modify the application of any provision of the offering terms herein, or in the Partnership Agreement, with respect to any Limited Partner, by side letter or otherwise, without obtaining the consent of any other Limited Partner. The terms of such side letters may include, without limitation, the following: (i) various notification requirements (e.g., with respect to legal or regulatory actions); (ii) limitations on the Fund’s ability to distribute assets in kind; (iii) covenants for the provision of audited financial statements or other reports within certain periods of time; (iv) forms of notice; (v) minor investment restrictions that are not expected to materially affect the Fund; (vi) the use and disclosure of information and other confidentiality provisions; (vii) limitations on indemnification; (viii) tax-related provisions (e.g., limitations on withholding taxes or engaging in certain transactions that could result in adverse tax consequences for certain investors); (ix) co-investment rights; and (x) reduction or waiver of the management fees and/or performance-based compensation, i.e., the carried interest distributions. The General Partner will be required to disclose any side letters entered into with the Limited Partners only to those actual or potential Fund investors that have separately negotiated with the General Partner for the right to review side letters.

Standard of Care and Indemnification

The Partnership Agreement contains provisions that, subject to applicable law, reduce or modify the duties that the indemnified parties would otherwise owe to the Fund and the Limited Partners. As discussed in the “Summary of Principal Terms” section of each Fund’s Memorandum, under the Partnership Agreement, each indemnified party and each member of the LP Advisory Committee may be entitled to indemnification from the Fund. The fees, costs and expenses (whether or not advanced) and other liabilities resulting from the Fund’s indemnification obligations are generally Fund expenses and will be paid by or otherwise satisfied out of the assets of the Fund, including the unfunded subscribed capital. The application of the Fund’s indemnification obligations may result in Limited Partners having a more limited right of action in certain cases than they would in the absence of such obligations. As a result of these considerations, even though such provisions in the Partnership Agreement will not act as a waiver on the part of any Limited Partner of any of its rights under applicable U.S. securities laws or other laws the applicability of which is not permitted to be waived, the Fund may bear significant financial losses even where such losses were caused by the negligence (even if heightened) of such Indemnified Parties. Such financial losses may have an adverse effect on the returns to the Limited Partners and, if the assets of the Fund are insufficient to satisfy the Fund’s indemnification obligations, may result in the recall by the General Partner of distributions previously made to the Limited Partners, subject to certain limitations set forth in the Partnership Agreement.

Unspecified Investments

Information contained in the Memorandum relating to the performance of prior investments made and managed by Accord or predecessor funds is not necessarily indicative of the future performance of the Fund. As of the date of the Memorandum, the General Partner has not conclusively selected any Fund investments and there can be no assurance that the Fund will be able to find a sufficient number of attractive opportunities to fully invest its capital. Investors in the Fund will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments

to be made by the Fund and, accordingly, will be dependent upon the judgment and ability of the General Partner in investing and managing the capital of the Fund.

Legal and Other Considerations

Climate Change

As consensus builds that global warming is a significant threat, initiatives seeking to address climate change through regulation of greenhouse gas emissions have been adopted by, are pending or have been proposed before international, federal, state and regional regulatory authorities. Climate change may cause more extreme weather conditions and increased volatility in seasonal temperatures, which can interfere with operations and increase operating costs, and damage resulting from extreme weather may not be fully insured.

Many industries face various climate change risks, many of which could conceivably materially impact them. Such risks include: (i) regulatory/litigation risk (e.g., changing legal requirements that could result in increased compliance costs, changes in business operations, the discontinuance of certain operations, and related litigation); (ii) market risk (e.g., declining market demand for products and services seen as greenhouse gas intensive); and (iii) physical risk (e.g., risks to plants or property owned, operated or insured by a company posed by rising sea levels, increased frequency or severity of storms, drought and other physical occurrences attributable to climate change). These risks could result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment or disposition activities once undertaken, any of which could have an adverse effect on the Fund.

Compliance with Anti-Money Laundering Requirements

In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, the subscription agreements executed by investors will require certain representations verifying, among other things, such investors' identities and the source of funds used to purchase the Interests in the Fund and require the investors to provide additional information upon the General Partner's request. The General Partner may be required to provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the investors that the information has been so provided. The subscription agreements will authorize the General Partner to take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures, which steps may include prohibiting an investor from making further contributions of capital to the Fund, depositing distributions to which an investor would otherwise be entitled into an escrow account or causing the withdrawal of an investor from the Fund and consequently may materially adversely affect the Fund's returns from such investments. In addition, the applicable laws of the different jurisdictions in which the Fund may invest may conflict with one another (e.g., conflicting sanctions regimes or privacy laws) such that compliance with all applicable laws may be difficult or in some cases may not be possible, which could negatively impact the Fund's ability to invest in or continue to hold an investment in one or more portfolio companies.

The Fund and its portfolio companies will be subject to certain anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act ("FCPA"), as well as economic sanctions laws, such as the U.S. economic and trade sanctions laws, executive orders and regulations that are administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (the "OFAC Sanctions"), which can restrict the activities of the Fund and its portfolio companies. If the Fund or one of its portfolio companies were to violate any such laws or regulations, it could be subject to significant fines, penalties and other legal remedies.

Compliance with Changes in Applicable Laws

The Fund is subject to a variety of governmental regulations in the United States and other jurisdictions that may result in additional compliance costs and other burdens and otherwise impact performance of the Fund. The scope and application of such changes (and any future changes) on the Fund are uncertain. Regulatory changes may prevent various classes of investors from participating in the Fund or reduce the ability of the General Partner and/or Accord to manage the Fund. There may also be future changes in securities laws resulting from legislative, administrative or judicial decisions, any of which may have adverse consequences to the Fund or to an investor's investment in the Fund. Any such change may or may not be retroactive to a time preceding its occurrence.

Documentation and Legal Risks

The Fund, its portfolio companies and its investments are governed by a complex series of legal documents and contracts. The intent of the legal documents and contracts might not be clear, and even clear drafting can be misconstrued by counterparties and judges. A dispute over the interpretation of any of these documents or contracts could arise, which may result in the unenforceability of certain contracts or another outcome that is adverse to the Fund.

Enhanced Scrutiny and Potential Regulation of Private Investment Funds

The Fund's ability to achieve its investment objectives, as well as the ability of the Fund to conduct its operations, is based on laws and regulations that are subject to change through legislative, judicial or administrative action. In the aftermath of the global financial crisis in 2008, for example, regulators in numerous jurisdictions adopted regulatory reforms with respect to their financial systems and securities markets. One such reform, the Dodd-Frank Act, which was enacted in 2010, significantly revised and expanded the rulemaking, supervisory and enforcement authority of the Federal Reserve, the SEC and other regulators. The Dodd-Frank Act also established a general framework for systemic regulation that continues to be developed and enacted over time, and may be the subject of significant modification or expansion in the future. Additional changes in the regulation of private investment funds may adversely affect the value of investments held by the Fund and the ability of the Fund to effectively employ its investment strategies and achieve its investment objectives.

Many of the regulators to which the Fund, the General Partner, Accord or their respective affiliates are expected to be subject globally, including governmental agencies and self-regulatory organizations, are empowered to conduct investigations and administrative proceedings that can result in fines, suspensions of personnel or other sanctions, including censure, the issuance of cease-and-desist orders or the suspension or expulsion of applicable licenses or members. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against the Fund, the General Partner, Accord or their respective affiliates was small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of any such sanction could harm the Fund, the General Partner, Accord or their respective affiliates' reputations which may adversely affect the Fund's investment performance by hindering its ability to obtain favorable financing or consummate a potentially profitable investment. There is also a material risk that regulatory agencies in the U.S. and beyond will continue to adopt burdensome new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or enhance the interpretation or enforcement of existing laws and regulations. Any such events or changes could occur during the Fund's term and may adversely affect the Fund and its ability to operate and/or pursue its investment strategies.

Environmental Risks

Environmental laws, regulations and regulatory initiatives play a significant role in certain industries and can have a substantial impact on investments in these industries. These industries will continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organizations and special interest groups. The Fund may invest in portfolio companies that are subject to changing and increasingly stringent environmental and health and safety laws, regulations

and permit requirements. New and more stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws or regulations could impose substantial additional costs on investments or potential investments.

Compliance with such current or future environmental requirements does not ensure that the operations of the Fund's investments will not cause injury to the environment or to people under all circumstances or that the Fund's investments will not be required to incur additional unforeseen environmental expenditures. Environmental hazards could expose the investments to material liabilities for property damages, personal injuries or other environmental harm, including costs of investigating and remediating contaminated properties. Moreover, failure to comply with regulatory or legal requirements could have a material adverse effect on a portfolio company, and there can be no assurance that portfolio companies will at all times comply with all applicable environmental laws, regulations and permit requirements. Past practices or future operations of portfolio companies could also result in material personal injury or property damage claims.

Any non-compliance with these laws and regulations could subject the Fund and its portfolio companies to material administrative, civil or criminal penalties or other liabilities. Under certain circumstances, environmental authorities and other parties may seek to impose personal liability on the limited partners of a partnership (such as the Fund) subject to environmental liability. The Fund may experience material losses due to these risks.

Investors' Restrictions

Potential investors whose activities are subject to legal investment laws and regulations, regulatory capital requirements or review by certain regulatory authorities may be subject to restrictions or prohibitions on making an investment in the Fund. Any such investor should consult its own legal advisors in determining whether and to what extent it is able to invest in the Fund. No representation is made as to the proper characterization of the Interests or the Fund's investments for legal investment or any other purposes, or as to the ability of particular investors to invest in the Fund.

Requests for Information

The Fund, the General Partner or any of its or their agents, may be compelled to provide information, subject to a request for information made by a regulatory or governmental authority or agency under applicable law. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, the General Partner or any of its or their agents may be prohibited from disclosing that the request has been made.

Conflicts of Interest

The Fund is subject to certain conflicts and potential conflicts of interest arising as a result of the management of the Fund by Accord. Accord and its affiliates have engaged and will continue to engage in activities that compete or conflict with the Fund's activities, including managing other funds and accounts that invest in competing assets. Certain conflicts and potential conflicts of interest are discussed below.

Allocation of Fees and Expenses

From time to time, Accord will be required to decide whether certain fees, costs and expenses should be borne by a portfolio company or the Fund, on the one hand, or Accord, an Other Account (as defined below), or other party, on the other hand. In exercising its discretion to allocate fees and expenses, Accord is faced with a variety of conflicts of interest. Any such conflict will be resolved as required by the Partnership Agreement, Accord's allocation policies or, if not addressed therein, otherwise in a fair and equitable manner as determined by Accord in its sole discretion. Such allocation determinations are

inherently subjective and give rise to conflicts of interest due to inherent biases in the process. For example, Accord is likely, from time to time in the future, to cause one or more funds to purchase, and/or bear, premiums, fees, costs and expenses (including, without limitation, expenses or fees of insurance brokers) for insurance to insure multiple funds, the applicable general partners, Accord and/or their respective directors, officers, employees, agents, representatives, members of advisory committees, and other indemnified parties, against liability in connection with the activities of the funds. Accord will make judgments about the allocation of such premiums, costs, and expenses for such “umbrella” or other insurance policies among one or more funds (including the Fund) and/or Accord, in its reasonable discretion and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in the Fund bearing less (or more) premiums, fees, costs, and expenses for insurance policies. In addition, as such umbrella policies cover all Accord funds, including the Fund, a single large claim with respect to another fund may reduce the remaining coverage available for the Fund under such policies.

Allocation of Investment Opportunities

When making decisions with respect to the allocation of investment opportunities, Accord is guided by its contractual obligations to the Fund and other accounts managed by Accord, as well as its allocation policies and procedures. It is Accord’s policy that all investment opportunities shall, to the extent practicable and subject to certain considerations, be allocated among its funds and other accounts on a basis that over a period of time is fair and equitable to each taking into account all relevant facts and circumstances, including (without limitation): (i) the investment objectives, strategies, guidelines and restrictions of each fund and other account; (ii) the relevant allocation of investment opportunity provisions in a fund’s (or other account’s) governing documents; (iii) differences with respect to available capital (e.g., current or anticipated capital available for investment, including anticipated follow-on investments, if applicable), size, and remaining life of each fund and other account; (iv) potential conflicts of interest, including whether a fund (or other account, as applicable) has an existing investment in the opportunity in question; (v) the nature of the investment opportunity, including the size, minimum investment amounts and source of the opportunity; (vi) current and anticipated market conditions; (vii) portfolio diversification; (viii) the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals for a particular fund (or other account, as applicable); (ix) tax, legal or regulatory considerations; or (x) any other factors Accord believes to be relevant in making an allocation decision.

Subject to the limitations on forming a follow-on fund that are described in the Partnership Agreement, Accord expects to form funds in the future that compete for assets with the Fund. In certain circumstances, Accord may determine that Accord will invest (or co-invest as described under “Certain Risk Factors – Co-Investments” above) in certain assets with other funds managed by Accord. As a result, it is possible that conflicts of interest will arise in connection with making, managing or disposing of investments by the Fund. Accord has adopted certain procedures intended to address such situations that can give rise to conflicts of interest, but there can be no assurance that such procedures will adequately address all situations that may arise.

If the Fund invests in a portfolio company with other funds or accounts managed by Accord or its affiliates, it is possible that the Fund and the other investing funds have conflicting interests with respect to the management or disposition of their investment. For example, one fund or account may have capital available to participate in a follow-on investment in that portfolio company while another fund or account may not have enough capital to participate, which could result in a divergence of views with respect to approving any transaction by the portfolio company that requires an additional equity investment from its investors or could result in one fund or account suffering dilution with respect to its investment as a result of another fund’s or account’s follow-on investment. It is also possible that it may be appropriate for one fund or account to dispose of its investment earlier than the other funds or accounts because that fund or account has achieved its return objective with respect to its investment or because that fund or account is

nearing its dissolution date, which could result in a divergence of views with respect to when to sell a portfolio company or could result in one fund or account disposing of its investment before the other investing funds or account. In the event that a conflict of interest arises in connection with managing or disposing of an investment in which the Fund has invested with other funds or accounts managed by Accord or its affiliates, subject to complying with any approval or other requirements required by law or regulation or contained in the applicable fund and investment documents, Accord will determine how best to resolve such conflict.

Capital Structure Conflicts

Subject to the terms of the Partnership Agreement, it is possible that from time to time the Fund may invest in a company in which one or more other funds or accounts managed by Accord or its affiliates hold an investment at the time of the Fund's investment, or acquire an investment after the Fund's investment, in a different class of such company's debt or equity that is junior or senior to the Fund's investment. Under such circumstances Accord or its affiliates may be required at times to make decisions with respect to debt or preferred equity investments held by other managed funds or accounts that are adverse to the interests of the Fund as a subordinated equity or debt investor in the same company and conflicts of interest may arise. For example, in the event such company enters bankruptcy, the fund or account holding securities that are senior in bankruptcy preference may have the right to aggressively pursue the company's assets to fully satisfy the company's obligations to such fund or account, and Accord or its affiliates may be required to pursue such remedies on behalf of such fund or account. As a result, if the Fund has an investment in the same company that is more junior in the capital structure it could lose some or all of its investment. Similarly, conflicts could arise to the extent that another fund or account managed by Accord or its affiliates has any right to impact the terms or timing of a sale of a company in which the Fund has an investment.

Follow-on investments involving funds from more than one program present conflicts of interest, including in connection with the determination of the equity component and other terms of the new financing, and, if the funds making the follow-on investment have not previously invested in the relevant portfolio company, raise the risk of using such fund's assets to support positions taken by other Accord-managed funds. In addition, a fund may participate in recapitalization transactions involving portfolio companies in which other Accord-managed funds have invested or will invest. Recapitalization transactions will present conflicts of interest, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

Competition for Investment Management Services

The individuals at Accord who are responsible for managing the Fund also have responsibilities to other investment accounts managed by Accord and will not devote their full business time and attention to the Fund. Consequently, conflicts of interest arise in allocating management and employee time between the Fund and activities for other Accord funds and business activities.

Conflicts Arising from Service by Accord Professionals and Operating Advisors on Portfolio Company Board of Directors

The General Partner may secure representation on the boards of directors of the Fund's portfolio companies by virtue of the governance agreements that are generally negotiated with portfolio companies at the time of an investment. While the interests of the Fund as a shareholder in a portfolio company generally align with the interests of shareholders more broadly, it is possible that the fiduciary duties of the individuals appointed as representatives by the General Partner to a portfolio company and its shareholders as directors will conflict with the interests of the Fund. For example, it may be inconsistent

with a director's fiduciary duties to share information he/she receives regarding the relevant portfolio company with other funds managed by Accord even though that information would be beneficial to them.

Cross-Transactions and Principal Transactions

Subject to the terms of the Partnership Agreement, in certain cases, the General Partner may cause the Fund to, directly or indirectly, purchase investments from another Accord fund or account, or it may cause the Fund to, directly or indirectly, sell investments to another Accord fund or account. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, the Fund may not receive the best price otherwise possible, or Accord might have an incentive to improve the performance of the Fund by selling underperforming assets to another Accord fund or account in order, for example, to earn fees. Additionally, in connection with such transactions, Accord, its affiliates and/or their professionals (a) may have significant investments, or intentions to invest, in the fund that is selling and/or purchasing such an investment or (b) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). Accord and its affiliates may receive management or other fees in connection with their management of the relevant funds involved in such a transaction, and may also be entitled to share in the investment profits of such funds. To address these conflicts of interest, in connection with effecting such transactions, subject to certain terms set forth in the Partnership Agreement, Accord will follow the investment allocation requirements of the Fund and the applicable other Accord funds or accounts. To the extent such matters are not addressed in the investment allocation requirements, Accord will be responsible for confirming that Accord (i) considers its respective duties to the Fund and the applicable other funds or account, (ii) determines whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party on commercially reasonable terms, and (iii) obtains any required approvals of the transaction's terms and conditions. Accord will not directly or indirectly receive any commission or other transaction-based compensation for effecting any such transaction, and Accord will not effect any such transaction for any fund where Accord is deemed to own more than 25% of the fund and/or the applicable other funds, unless such transaction complies with the requirements of Accord's principal transactions policy, as described below.

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

Incentive Distributions

The General Partner will be entitled to receive carried interest distributions if the Fund's investments are sufficiently profitable, which may create an incentive for the General Partner to make more speculative investments on behalf of the Fund than it would otherwise make in the absence of such carried interest distributions.

Industry Relationships

Accord and its employees have developed many relationships with third parties which have the potential to raise conflicts of interest. Such third parties include, but are not limited to, investment bankers, consultants, professional advisors (such as attorneys and accountants), private equity and venture capital investors, co-investors, current and former directors, officers and employees of current and former

portfolio companies and former employees and partners of Accord. Additionally, certain employees of Accord may have family members or relatives employed by such third parties. Certain of such third parties may introduce investment opportunities to Accord, arrange for, or facilitate the financing of, the purchase or recapitalization of potential portfolio companies, introduce portfolio companies to potential acquisition or merger candidates, introduce Accord to potential buyers of portfolio company securities, provide investment banking, consulting or advisory services to Accord, the funds managed by Accord or their portfolio companies, invest in Accord managed funds or co-invest in portfolio companies. Accord and the General Partner may have a conflict of interest with the Fund in recommending the retention or continuation of such third-parties to the Fund or a portfolio company owned by the Fund if such recommendation, for example, is motivated by a belief that such third party or its affiliate(s) will continue to invest in one or more Accord managed funds or will provide other services that are beneficial to Accord and/or the General Partner but not necessarily the Fund.

Other Accounts

Accord or its affiliates may in the future expand their investment management services beyond their existing funds and programs, including through 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 and/or other specialized investment vehicles (collectively, the "Other Accounts"). Accord expects that the investment activities of the Other Accounts would generally give rise to additional conflicts of interest in connection with allocating investment opportunities. The potential investments and activities of the Other Accounts may overlap with the potential investments and activities of existing Accord-managed accounts (including the Fund), and an Other Account may invest in the same portfolio companies as the Fund or in a target that would otherwise be suitable for the Fund, to the extent permitted under the Partnership Agreement. As a result of the activities of the other Accord-managed accounts, Other Accounts and the other matters described in this Memorandum, there can be no assurance that all investment opportunities identified by Accord will be made available to the Fund.

Partnership Expenses; Operating Advisor Compensation and Secondment

The Partnership Agreement contains detailed provisions regarding the apportionment of expenses between the General Partner and Accord (on the one hand) and the Fund (on the other hand), particularly with respect to the use of employees versus consultants. The apportionment of expenses creates conflicts of interest between the General Partner and the Fund. For example, an individual could be admitted or engaged as a partner or employee of the General Partner or Accord (in which case, the General Partner or Accord generally would bear the expense of such individual's salary, etc.) or seconded to, or engaged as a consultant / advisor by, a portfolio company (in which case the Fund or the applicable portfolio company generally would bear the expense of the compensation or fees paid to such individual). Accord could also retain individuals as consultants or advisors, instead of Accord employees or convert existing Accord employees to consultants or advisors. Accord will determine, in its discretion, whether a particular individual will be admitted, engaged or retained as a partner or employee of the General Partner or Accord, or as a consultant or advisor, with the results that (i) the Fund will bear the management fee, which generally will be used to compensate Accord employees, and (ii) the portfolio companies will bear all or some of the compensation for consultants and advisors, which negatively impacts the Fund's return on any given portfolio company investment. In addition, the appropriate level of compensation for a consultant or advisor can be difficult to determine, especially if the expertise and services he or she provides are unique and/or tailored to the specific engagement.

Accord and the General Partner may second one or more partners, members or employees of the General Partner, Accord or their affiliates to portfolio companies to provide management, accounting, legal or technical services. Any compensation, fees or expenses of any such seconded partners, members or employees shall be borne by the applicable portfolio company and retained by such seconded partner, member or employee without any offset of management fees. To the extent any such compensation, fees

or expenses are borne by Accord, Accord expects to seek reimbursement from the Fund or the applicable portfolio company for the amounts so paid by Accord.

The General Partner also has access to a team of Operating Advisors who assist in sourcing investments, new investment diligence, serving on portfolio company boards, serving as members of the operating management team (e.g., CEO or interim CEO) of portfolio companies and/or participating in Accord staff and/or annual Limited Partner meetings. Operating Advisors may receive compensation, directly or indirectly, from portfolio companies or from the Fund as described below. Operating Advisor compensation includes board fees and/or stock options, expense reimbursement and, if such person's role extends beyond a traditional board role (e.g., executive chair, CEO, or consulting roles), a consulting agreement consisting of cash compensation and/or equity. Any fees or other remuneration received by any Operating Advisor from a portfolio company shall be retained by such persons without offset of management fees. To the extent any Operating Advisor fees or expenses are borne by Accord, Accord expects to seek reimbursement from the Fund or the applicable portfolio company for the amounts so paid by Accord without any offset of the management fee. Accord may compensate Operating Advisors directly for their work performed on behalf of the Fund (e.g., general sourcing and due diligence, and participating in Accord staff and Limited Partner meetings).

Generally, Accord expects to have the ability to significantly influence the management of a portfolio company, including the ability to influence the decision of whether or not (i) an Accord employee will be seconded to a portfolio company or (ii) an Operating Advisor will be retained to serve on the board of directors or as an executive officer or consultant of that portfolio company. As a result of the economic benefit to Accord that can arise from having an employee seconded to a portfolio company or having an Operating Advisor provide services to a portfolio company, conflicts arise when Accord is determining whether to second an employee to a portfolio company or to cause an Operating Advisor to provide services to a portfolio company, whether in his or her capacity as a consultant, board member or employee. Operating Advisors are not employees of Accord.

Placement Agents

One or more parties are expected to act as placement agents (each, a "Placement Agent", and together, the "Placement Agents") for the Interests and, in that capacity, act for the General Partner and in such capacity would not act as investment adviser to potential investors in connection with the offering of the Interests. Potential investors must independently evaluate the offering and make their own investment decisions. The General Partner will pay each Placement Agent a placement fee based upon the amount of Interests committed to by investors that each such Placement Agent introduces to the General Partner. Potential investors should also note that at various times, the Placement Agents act as placement agents for other fund sponsors and funds, including unaffiliated fund sponsors and funds, which offer interests that are similar to the Interests. Those unaffiliated sponsors pay placement fees on terms different from the fees that the Placement Agents will receive from the General Partner in connection with this offering, and this difference in fees may influence the Placement Agents to introduce or not introduce potential investors to the General Partner. Each potential investor should consider these issues in making its investment decision.

Timing of Investment Realization

Because the General Partner and Accord receive management fees, the General Partner and Accord may be incentivized to hold on to investments that have poor prospects for improvement in order to receive ongoing management fees in the interim and, potentially, a more likely or larger carried interest distribution if such asset's value appreciates in the future. While there is a finite commitment period during which new investments may be consummated, there is more flexibility regarding when investments must be realized.

No Independent Counsel

Winston & Strawn LLP (“Fund Counsel”) represents Accord from time to time in a variety of different matters. It is not anticipated that, in connection with the organization or operation of the Fund, the Fund will engage separate counsel. Furthermore, Fund Counsel is not representing the interests of any Limited Partner in connection with the Fund, absent an express agreement to the contrary with such Limited Partner. Fund Counsel may also act as counsel to a portfolio company, equity sponsors of a portfolio company, other creditors of a portfolio company, or an agent therefore, a party seeking to acquire some or all of the assets or equity of a portfolio company, or a person engaged in litigation with portfolio company. Representation by Fund Counsel of the Fund, the General Partner, and their affiliates is limited to specific matters as to which they have been consulted by such persons. There may exist other matters that could have a bearing on the Fund, the General Partner, and/or their affiliates as to which Fund Counsel has not been consulted. In addition, Fund Counsel does not undertake to monitor the compliance of the General Partner and its affiliates with the investment program, valuation procedures, and other guidelines and terms set forth in this Memorandum and the Partnership Agreement, nor does Fund Counsel monitor compliance with applicable laws. Fund Counsel has not investigated or verified the accuracy or completeness of the information set forth in this Memorandum concerning the Fund, the General Partner, Accord and their affiliates, and Accord personnel.

THE FOREGOING DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS AND CONFLICTS INVOLVED IN ACCORD’S OFFERINGS OR AN INVESTMENT IN AN ACCORD FUND. POTENTIAL INVESTORS SHOULD READ EACH FUND’S MEMORANDUM, THE SUBSCRIPTION AGREEMENT AND THE PARTNERSHIP AGREEMENT IN THEIR ENTIRETY BEFORE DECIDING WHETHER TO INVEST IN THE FUND, AND SHOULD CONDUCT THEIR OWN DILIGENCE REGARDING THE FUND, ACCORD AND THE FUND’S INVESTMENT STRATEGIES.

Item 9: Disciplinary Information

There are no legal or disciplinary events that are material to an evaluation of Accord's advisory services or the integrity of management.

Item 10: Other Financial Industry Activities and Affiliations

Neither Accord nor any of Accord's management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither Accord nor any of its management persons is registered as a futures commission merchant, commodity pool operator, commodity trading advisor or an associated person of any of the foregoing.

Each Fund is organized as a limited partnership with a separate General Partner which is a related person of Accord and, as applicable, is entitled to receive carried interest distributions from such Fund under specified circumstances. In each instance, this relationship creates an incentive for Accord to make investment allocations that are riskier or more speculative than would be the case if such General Partner did not receive carried interest distributions from such Fund as its general partner. Such General Partners operate as a single advisory business together with Accord and relies upon, and is covered by, Accord's registration with the SEC in accordance with SEC guidance. Any persons acting on behalf of a General Partner are subject to the supervision and control of Accord. While each General Partner is not separately registered as an investment adviser, all of its activities are subject to the Advisers Act and the rules thereunder.

Accord does not receive any compensation from third-party advisers that it or any affiliate recommends or selects for the Funds.

Mr. Webb manages a family office which was created in 1995 to invest and operate as a private investment firm managing the Webb Family assets via an affiliated group of limited liability companies. Mr. Webb and certain Accord personnel will dedicate some time to the operations of his family office.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Accord has adopted a written Code of Ethics that is applicable to all of its members, officers, principals, employees and other personnel, as well as certain officers, principals, employees and other personnel of its affiliates and certain independent contractors (collectively, “Accord Personnel”). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Advisers Act, establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations. Accord Personnel and their families and households may purchase investments for their own accounts, including the same investments as may be purchased or sold for a Fund subject to the terms of the Code of Ethics. Under the Code of Ethics, Accord Personnel are also required to file certain periodic reports with Accord’s Chief Compliance Officer as required by Rule 204A-1 under the Advisers Act. The Code of Ethics helps Accord detect and prevent potential conflicts of interest.

Accord Personnel who violate the Code of Ethics may be subject to remedial actions, including, but not limited to, profit disgorgement, fines, censure, demotion, suspension or dismissal. Accord Personnel are also required to promptly report any violation of the Code of Ethics of which they become aware. Accord Personnel are required to annually certify compliance with the Code of Ethics.

A copy of the Firm’s Code of Ethics is available to Clients or investors and prospective Clients or prospective investors upon their individual request.

Item 12: Brokerage Practices

Currently, Accord does not use broker-dealers in its business activities. In the event the Firm does utilize broker-dealers, it will select brokers or dealers, as the case may be, in the manner described below.

If any Fund makes investments in securities that involve brokerage commissions, Accord or such Fund's General Partner will have sole discretion in deciding what brokers and dealers are used and in negotiating rates of brokerage compensation for trades on behalf of such Fund. In addition to using brokers as "agents" and paying commissions, such Fund may buy or sell securities directly from or to dealers acting as principal at prices that include markups or markdowns.

In choosing brokers and dealers, neither Accord nor a Fund's General Partner will be required to consider any particular criteria. For the most part, Accord or such Fund's General Partner will seek the best combination of transaction cost and execution quality but, as discussed below, is not required to select the broker-dealer that charges the lowest transaction cost, even if that broker-dealer provides execution quality comparable to other brokers or dealers. In evaluating "execution quality," historical net prices (after mark-ups, markdowns or other transaction-related compensation) on other transactions will be a principal factor, but other factors will also be relevant, including the following: the execution, clearance, and settlement and error correction capabilities of the broker-dealer generally and in connection with securities of the type and in the amounts to be bought or sold; the willingness of the broker-dealer to commit capital; reliability and financial stability; the size of the transaction; availability of securities to borrow for short sales; and the market for the security.

Accord does not intend to enter into "soft dollar" arrangements. The Firm, however, reserves the right to use "soft" or commission dollars to obtain research or other products or services within the safe harbor found in Section 28(e) of the Securities Exchange Act of 1934, as amended. When the Firm uses Client commissions (or mark ups or mark downs) to obtain research or other products or services, the Firm receives a benefit because the Firm does not have to produce or pay for the research, products or services. The Firm would have an incentive to select or recommend a broker-dealer based on its interest in receiving the research or other products or services. Accord has not acquired any products or services within the last year with brokerage commissions.

Brokerage for Client Referrals: Accord does not participate in selecting or recommending broker-dealers in exchange for Client referrals.

Directed Brokerage: Accord does not engage in directed brokerage by its Clients.

Trade Aggregation: Accord does not currently aggregate the purchase or sale of securities for various Client accounts. If this does become applicable, Accord and its affiliates will in certain circumstances aggregate (or bunch) the orders of more than one Fund for the purchase or sale of the same publicly traded security. Accord would employ this practice because larger transactions may enable them to obtain better overall prices, including lower commission costs or mark-ups or mark-downs. Accord and its affiliates may combine orders on behalf of one Fund with orders for any other Funds for which it or its affiliates have trading authority, or in which it or its affiliates have an economic interest. In such cases, Accord and its affiliates generally will aggregate trade orders for publicly traded securities so that each participating Fund will receive the average price for each execution of a transaction.

If an order for more than one Fund for a publicly traded security cannot be fully executed, allocation shall be made based upon Accord's procedures for allocation of investment opportunities. Discuss whether and under what conditions you aggregate the purchase or sale of securities for various Client accounts. If you

do not aggregate orders when you have the opportunity to do so, explain your practice and describe the costs to Clients of not aggregating.

Item 13: Review of Accounts

The investments made by the Fund are generally illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, Accord maintains review procedures for the ongoing monitoring of portfolio investments to confirm that each Fund is maintained in accordance with its stated objectives. In connection therewith, the Firm conducts regular reviews of all investments held in each Fund's portfolio.

Investors in the Funds will typically receive, among other things, (i) audited financial statements annually commencing with the first full fiscal year of the Fund, (ii) unaudited financial statements for the first three quarters of each fiscal year, and (iii) annual tax information necessary for each investor's U.S. tax returns. Accord and the applicable General Partner of a Fund, if any, will from time to time, in their sole discretion, provide additional information relating to such Fund to one or more investors in such Fund as they deem appropriate.

Item 14: Client Referrals and Other Compensation

The Firm and/or its affiliates intend to provide certain business or consulting services to companies in a Fund's portfolio and expect to receive compensation from these companies in connection with such services. As described in the Funds' governing documents, this compensation in many cases will partially 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".

Accord may in certain circumstances engage one or more persons from time to time to act as a placement agent for a Fund in connection with the offer and sale of interests to certain potential investors. If engaged, such persons generally will receive a fee in an amount equal to a percentage (generally between 1.5 and 2.0%) of the capital commitments for interests made by such potential investors to such Fund that are subsequently accepted. Such Fund is expected to bear the costs of such placement agent fees, subject to any limitations set forth in such Fund's organizational documents. Because of these arrangements, these solicitors have an incentive to recommend Accord, resulting in a material conflict of interest.

Item 15: Custody

Accord does not maintain custody of the separate account. The separate accounts assets are held at a qualified custodian.

With respect to the Funds, because Accord's affiliates act as General Partners to the Funds, Accord may be deemed to have custody of certain Client assets under current applicable regulatory interpretations. As such, and to the extent required by the safekeeping requirement in Rule 206(4)-2 under the Advisers Act, all assets in the accounts of the Funds are held by an unaffiliated qualified custodian. On an annual basis, audited financial statements prepared by an independent public accountant are delivered to the investors in the respective Funds within 120 days of fiscal year-end.

Item 16: Investment Discretion

The Adviser does not maintain discretion over the separately managed account and its advisory services are provided on a non-discretionary basis.

Subject to applicable investment restrictions, Partnership Agreement, and Investment Services Agreement of each Fund, Accord and/or the affiliated General Partner of such Fund are granted authority to determine the type and amount of securities to be bought and sold, as well as the timing of such purchases and sales for such Fund. However, the Firm and/or its affiliates expect to enter into side letters with certain investors whereby the terms applicable to such investor's investment in a Fund will be altered or varied as specified in each specific side letter.

Item 17: Voting Client Securities

To the extent that Accord has discretion to vote the proxies on behalf of a Client, Accord will vote any such proxies in the best interests of the Clients and in accordance with its proxy voting policies and procedures outlined in the Firm's compliance manual (the "Manual"). While the securities evidencing the private equity investments made by the Fund are not typically the subject of proxies, there could be certain circumstances where Accord, having discretionary authority over the Fund, may be asked to vote the securities of the Fund on restructuring or other corporate matters. Under certain circumstances, Accord may abstain from voting specific proxies if it believes that doing so is in the best interests of the Fund.

In the event of a material conflict of interest, Accord will follow the written policies and procedures detailed in the Manual. Although not intended to be used on a regular basis, Accord may retain an independent third party to vote proxies in certain situations (including situations where a material conflict of interest is identified).

Investors generally do not have the ability to direct proxy votes. Investors or prospective Investors may obtain additional information regarding how Accord voted proxies and may obtain a copy of Accord's proxy voting policies and procedures by contacting the Firm. Contact information is provided on the cover page of this Brochure.

Item 18: Financial Information

Accord does not require nor solicit pre-payment of Management Fees more than six months in advance.

Accord is not aware of any financial condition that is reasonably likely to impact its ability to meet its contractual commitments to Clients.

Accord has not been the subject of a bankruptcy petition at any time during the past ten years.