

**INVESTMENT ADVISER BROCHURE**

**CC CAPITAL INVESTMENT MANAGEMENT LLC**

**CC Capital Investment Management LLC**

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**September 30, 2020**

**This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of CC Capital Investment Management LLC (the “Adviser”). If you have any questions about the contents of this Brochure, please contact us at 212-355-5515. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.**

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

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

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## MATERIAL CHANGES

This Brochure is dated as of September 30, 2020 and will be amended annually or as necessary to reflect material changes. This Brochure is being filed in association with the Adviser's initial registration. There have been no previous filings; therefore, no material changes have been made to this Brochure from any prior filing.

## ADVISORY BUSINESS

The Adviser, a Delaware limited liability company and a registered investment adviser, and its affiliated investment advisers provide investment advisory services to investment funds privately offered to qualified investors in the United States and elsewhere. The Adviser commenced operations in August 2020. Within 120 days of the filing of this Brochure, the Adviser expects to manage in excess of \$100,000,000 in client assets on a discretionary basis.

The Adviser's clients are expected to include a private investment platform vehicle (the "**Platform**") and other private investment funds (together with the Platform and any future private investment funds to which the Adviser or its affiliates provide investment advisory services, the "**Funds**").

In addition, each general partner of a Fund (a "**General Partner**" and together with the Adviser and their affiliated entities "**CC Capital**") is a "related person" of the Adviser. References in this Brochure to the "General Partner" of a Fund will also be deemed to refer to the "manager" of a Fund in the case of any Fund that is a limited liability company. Each General Partner is subject to the Advisers Act pursuant to the Adviser's registration in accordance with SEC guidance. This Brochure also describes the business practices of the General Partners, which operate as a single advisory business together with the Adviser.

The Funds are private equity funds and invest through negotiated transactions in operating entities, generally referred to herein as "portfolio companies." The Adviser's investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating the terms of investments, managing and monitoring investments and achieving dispositions for such investments. Although investments are made predominantly in non-public companies, investments in public companies are permitted and the Funds may hold public securities following a portfolio company initial public offering. From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of the Adviser or its affiliates generally serve on such portfolio companies' respective boards of directors or otherwise act to influence control over management of portfolio companies in which the Funds have invested.

The Adviser's advisory services to the Funds are detailed in the relevant private placement memoranda or other offering documents (each, a "**Memorandum**"), limited partnership or other operating agreements (each, a "**Partnership Agreement**" and, together with any relevant Memorandum, the "**Governing Documents**") and are further described below under "Methods of Analysis, Investment Strategies and Risk of Loss." In performing investment advisory services for the Platform, the Adviser has partnered with Motive Capital Management, LLC ("**Motive**"), an investment adviser registered with the SEC, and the General Partner of the Platform will be an affiliate of CC Capital. Investors in the Funds participate in the overall investment program for

the applicable Fund, but in certain circumstances are excused from a particular investment due to legal, regulatory or other agreed-upon circumstances pursuant to the Governing Documents; such arrangements generally do not and will not create an adviser-client relationship between the Adviser and any investor. The Funds or the General Partners generally enter into side letters or other similar agreements (“**Side Letters**”) with certain investors that have the effect of establishing rights under, or altering or supplementing the terms (including economic or other terms) of, the Governing Documents with respect to such investors.

Additionally, from time to time and as permitted by the Governing Documents, the Advisers expect to provide (or agree to provide) co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain investors or other persons, including other sponsors including Motive, market participants, finders, consultants and other service providers, the Adviser’s personnel and/or certain other persons associated with the Adviser and/or its affiliates (*e.g.*, a vehicle formed by the Adviser’s principals to co-invest alongside a particular Fund’s transactions). Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle (including a co-investing Fund) purchases a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer), which generally will have been funded through Fund investor capital contributions and/or use of a Fund credit facility. Any such purchase from a Fund by a co-investor or co-invest vehicle generally occurs shortly after the Fund’s completion of the investment to avoid any changes in valuation of the investment. Where appropriate, and in the Adviser’s sole discretion, the Adviser reserves the right to charge interest on the purchase to the co-investor or co-invest vehicle (or otherwise equitably to adjust the purchase price under certain conditions), and to seek reimbursement to the relevant Fund for related costs. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the relevant Fund.

The Adviser is principally owned by Chinh E. Chu (the “**Founder**”) who holds his ownership interests in the Adviser indirectly through CC Capital Holdings, LP, the sole member of the Adviser.

## **FEES AND COMPENSATION**

In general, the Adviser and/or its affiliates receive a management fee (the “**Management Fee**”) and a profits interest (sometimes referred to as carried interest) in connection with advisory services. The Adviser or other CC Capital entities or affiliates receive additional compensation (“**Supplemental Fees**”) consisting of transaction fees with respect to Fund portfolio company transactions, as well as structuring fees, commitment fees, and a monitoring fee for services to each portfolio company owned by a Fund, and such Supplemental Fees will offset in whole or in part the Management Fees otherwise payable to the Adviser to the extent required under the Governing Documents. The Adviser or other CC Capital entities or affiliates will otherwise be entitled to keep such additional compensation. Investors in a Fund also bear certain expenses.

The Adviser and/or its affiliates negotiate the Management Fee rate with investors of each Fund at the time such Fund is established. The Management Fee is expected to be payable quarterly in arrears.

As a matter of practice, the Adviser expects to be paid fees of the type referred to in the preceding paragraph from, on behalf of or with respect to co-investors in an investment. The receipt of such fees will not reduce the Management Fee payable by any Fund(s) that have also invested in such investment, and as a result a Fund will, in most cases, only benefit with respect to its allocable portion (on a fully diluted basis) of any such fee and not the portion of any fee that relates to such co-investors or potential co-investors, which have the potential to be significant. Supplemental Fee offsets generally are performed on a net basis, after giving effect to taxes and other expenses in connection with the receipt of such fees or the provision of related services (and therefore such amounts will not reduce the Management Fee). Similarly, Management Fees are only expected to be reduced by all or a portion of Supplemental Fees attributable to investors not designated as “affiliated partners” by the General Partner. Additionally, as further described below and in the Governing Documents, it is the Advisers’ practice to use or retain certain operating partners to provide services to (or with respect to) certain portfolio companies in which one or more Funds invest. Such operating partners generally receive compensation and other amounts described herein from the relevant portfolio companies or Funds to which they provide services, but no such amounts will offset or reduce the Management Fee. For the avoidance of doubt, the Adviser also will not offset compensation received from outside sources, such as residual employee board seats at entities that are no longer Fund portfolio companies.

The Governing Documents generally permit the General Partner to waive or agree to reduce the Management Fee. Certain waived portions of the Management Fee are treated by the Governing Documents as a deemed capital contribution by the relevant General Partner, which is effectively invested in the relevant Fund on such General Partner’s behalf, and operates to reduce the amount of capital such General Partner would otherwise be required to contribute to the Fund. The limited partners of the Fund (each, a “**Limited Partner**”), other than certain Limited Partners with respect to which Management Fees are not charged, will be required to make additional contributions. The exercise of such waiver may result in an acceleration (or delay) of investor capital contributions. Waived or reduced Management Fees are not subject to the Management Fee offsets described above, and the amount of such waived or reduced Management Fees has the potential to be significant. Due to waived or reduced Management Fees by the General Partner and/or timing of receipt of compensation subject to offsets (as described above), it is possible that Management Fee offsets will be delayed.

### **Profits Interest**

As more fully described in the applicable Fund’s Governing Documents, CC Capital, generally will receive a profits interest (or carried interest) with respect to such clients. The calculations used to determine the amounts of such profits interests are set forth in the relevant Governing Documents. Similar to Management Fee waivers and reductions, CC Capital may waive or reduce carried interest with respect to certain investors and other persons in its sole discretion.

## Other Information

The Adviser and/or the General Partner is permitted to exempt certain “affiliated partner” investors (whether they are actual affiliates of the Adviser) in the Funds from payment of all or a portion of Management Fees and/or profits interest, including the Adviser and any other person designated by the Adviser and/or the General Partner, such as “friends and family” of the Adviser or its personnel, or other investors meeting certain qualification requirements based on commitment size or other strategic or relationship factors. The Adviser and/or the General Partner reserve the right to make any such exemption from fees and/or profits interest by a direct exemption, a rebate by the Adviser and/or the General Partner, or through other Funds which co-invest with a Fund. For example, in instances where an Adviser professional (or an affiliated entity thereof) invests in a Fund, such professional (or such affiliated entity) generally will be exempt from payment of the Management Fee and profits interest with respect to such Fund. Additionally, to the extent permitted by the Governing Documents, the Adviser has the right to permit investors, affiliated with an Adviser or otherwise, to invest through the relevant General Partner or other vehicles that do not bear Management Fees or profits interest. In general, the Management Fee offsets described above apply only with respect to the capital commitments of fee-paying investors. The Adviser and/or General Partner retains flexibility to structure its compensation from investors and expects in certain circumstances to agree to invoice an investor directly for Management Fees or other compensation, rather than deducting such amounts from the investor’s capital account(s).

The Funds generally invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Governing Documents, over the term of the relevant Fund, and investors generally are not permitted to withdraw or redeem interests in the Funds.

Principals or other current or former employees of CC Capital generally receive salaries and other compensation derived from, and in certain cases including a portion of, the Management Fee, profits interest or other compensation received by the Adviser or its affiliates.

In addition to the Management Fee and profits interest payable to the Adviser and/or its affiliates, each Fund bears certain expenses. As set forth more fully in the Governing Documents, a Fund bears all fees, costs, expenses, liabilities and obligations relating to the Fund’s (and its subsidiaries’ and intermediate entities’) activities, investments and business to the extent not reimbursed by a portfolio company or applied to reduce Management Fees, including: all fees, costs, expenses, liabilities and obligations relating or attributable to: (i) activities with respect to the origination and sourcing of investment opportunities for the Fund, including meeting with broker-dealers, investment banks and other sources of investments and developing an investment pipeline as well as activities with respect to the structuring, organizing, sourcing, negotiating, designing, consummating, financing, refinancing, syndicating, diligencing (including any subscriptions to periodicals and databases), acquiring, bidding on, owning, managing, monitoring (including monitoring the financial condition and other relevant operating performance metrics), operating, holding, hedging, restructuring, trading, recapitalizing, leasing, servicing, taking public or private, selling, valuing, winding up, liquidating, or otherwise disposing of, as applicable, subsidiaries, the Fund’s portfolio companies and its actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal,

financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, tax professionals, investment bankers, lenders, third-party diligence software and service providers, expert networks, consultants and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors or pursued with joint venture partners), whether or not any contemplated investment, transaction or project (or co-investment) is consummated, whether or not such activities are successful and whether or not such activities were undertaken prior to the initial closing date, as well as activities with respect to; (ii) indebtedness of, or guarantees made by (or in respect of), the Fund or any portfolio company, the Adviser, the General Partner or any “affiliated partner” on behalf of or in respect of the Fund (including any margin loan, credit facility, letter of credit or similar credit support), including interest with respect thereto, or evaluating, negotiating, seeking to put in place any such indebtedness or guarantee; (iii) financing, commitment, origination and similar fees and expenses; (iv) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker and/or finder and similar services (including buy side and sell side fees (to the extent not borne by one or more portfolio companies)); (v) brokerage, sale, custodial, depository (including any depositories appointed pursuant to any Alternative Investment Fund Managers Directive or other regulatory or other requirement applicable to the Fund), representative or paying agents (including any Swiss representatives or paying agents appointed pursuant to the Swiss Collective Investment Schemes Act (as amended) and the implementation thereof), agent, bank or other bank, transfer, registration, trustee, record keeping, account and similar services; (vi) legal, accounting, research, auditing, administration (including fees and expenses associated with the Fund’s third-party administrator and administration, tracking or reporting software or services, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), hedging, consulting (including consulting and retainer fees, salary and other compensation, payroll costs and benefits (including paid time off and insurance) provided to the operating partners or any other consultants performing investment initiatives and other similar consultants), tax and other professional services; (vii) reverse breakup, termination and other similar fees (including reimbursement); (viii) directors and officers liability, fidelity bond, data protection, cyber, errors and omissions liability, crime coverage, property and casualty and general partnership liability premiums and other insurance and regulatory expenses, including any costs and expenses relating to any retention or deductibles; (ix) filing, title, transfer, registration and other similar fees and expenses; (x) printing, communications, marketing and publicity; (xi) the preparation, distribution or filing of Fund-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K 1s, or any other administrative, compliance or regulatory filings or reports (including Form PF and any filings or reports contemplated by the Alternative Investment Fund Managers Directive or any similar law, rule or regulation), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing; (xii) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools, customer relationship management products or services (including subscription-based services and tools to assist with identifying, investigating, conducting diligence with respect to, evaluating, structuring, consummating, holding, monitoring or disposing of potential and actual investments) for the benefit of the Fund, its portfolio companies or the Limited Partners; (xiii) any activities (including costs and expenses of software and services) with respect to protecting the confidential or non-public nature of any information or data or related to encryption, cybersecurity, data and/or network protection and

other cyber risks; (xiv) to the extent provided in the Partnership Agreement, or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the Fund’s advisory board (including any reasonable, out-of-pocket costs and expenses incurred by representatives of the General Partner, the Fund’s advisory board members, permitted observers and other persons in attending or otherwise preparing for and/or participating in meetings of the Fund’s advisory board); (xv) indemnification (including any legal or other fees, costs and expenses incurred in connection with indemnifying any partner or other person or entity pursuant to the Partnership Agreement and advancing fees, costs and expenses incurred by any such person or entity 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; (xvi) actual, threatened or otherwise anticipated litigation, government inquiry, investigation, proceeding, mediation, arbitration or other dispute resolution process, including the costs and expenses of discovery related thereto and any judgment, other award or settlement entered into and/or paid or payable in connection therewith, except as set forth in the Partnership Agreement; (xvii) any annual Limited Partner meeting or other periodic, if any, meetings of the Limited Partners and any other conference or meeting with any Limited Partner(s), any reimbursement related thereto (regardless of whether all of the individuals attending or otherwise participating in such meetings are Limited Partners), and Limited Partner gifts, in each case, to the extent incurred by the Fund, the General Partner, the Adviser or any affiliate thereof; (xviii) except as otherwise determined by the General Partner in its sole discretion, any fee, cost, expense, liability or obligation relating to any subsidiaries related to the Fund, including 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; (xix) the termination, liquidation, winding up or dissolution of the Fund; (xx) defaults by partners in the payment or timely payment of any capital contributions; (xxi) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Fund, the General Partner and related entities and any alternative investment vehicle of the Fund, including the preparation, distribution and implementation thereof; (xxii) complying with any law, regulation or policy related to the activities of the Fund (including any third party service provider, administrator and other regulatory expenses of the General Partner, the Adviser or any of their respective affiliates or any administrators incurred in connection with the operation of the Fund (e.g., compliance with privacy, data protection, know-your-customer, anti-money laundering (including any validation of any payments made in connection with any voluntary or compulsory review), sanctions or anti-terrorist laws, rules or regulations, compliance with any environmental, social or governance considerations or policies) and legal fees and expenses related thereto); (xxiii) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer by a Limited Partner; (xxiv) any taxes, fees and other governmental charges levied against the Fund and all expenses incurred in connection with any tax audit, investigation settlement or review of the Fund (except to the extent that the Fund is reimbursed therefor by a partner pursuant to the Partnership Agreement) and any costs and expenses of or related to the “partnership representative” and the “designated individual” of the Fund; (xxv) distributions to the Fund’s partners and other expenses associated with the acquisition, holding and disposition of the Fund’s investments, including extraordinary expenses; (xxvi) unreimbursed expenses and unpaid fees of operating partners, employees or other consultants; (xxvii) compliance or regulatory matters related to the Fund, except as set forth in the Partnership Agreement (including compliance with any agreements or arrangement related to the Fund including compliance with any Side Letter and expenses incurred

in connection with the most favored nations process); (xxviii) any travel (including, where appropriate as determined by the General Partner, the cost of using private aircraft or other private air travel), car service, lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities; (xxvix) all costs and expenses associated with operating a feeder fund which invests all or substantially all of its assets in the Fund, including all expenses associated with its management, operation, winding-up, liquidating and dissolution and with preparing and distributing such feeder fund's financial statements, tax returns and feeder fund limited partner reports, but not including any income based or similar taxes, fees or other governmental charges levied against such feeder fund; (xxx) any organizational expenses; (xxxii) any fees, expense reimbursements or other compensation incurred pursuant to the relevant placement agent or similar agreement; (xxxiii) any other fees, costs, expenses, liabilities or obligations approved by the Fund's advisory board; (xxxiv) costs relating to performance of services by personnel of the Adviser and/or its affiliates including legal, finance, accounting, research, auditing or administration services (including salaries, wages, bonuses, employee benefits, including paid time off and insurance, payroll costs and taxes, etc.); (xxxv) any expenses incurred by personnel of the Adviser, operating partners and/or portfolio company and/or prospective portfolio company personnel in connection with attending industry conferences and hosting or attending training programs or similar conferences or forums; (xxxvi) expenses related to hiring consultants for operating partners, portfolio company personnel, tax and other professional services (e.g., headhunter fees, background checks or relocation expenses); (xxxvii) anti-money laundering and other costs of any jurisdictions in which the Fund will operate; and (xxxviii) any other costs and expenses related to any structuring or restructuring of the Fund and/or its affiliated entities. The Funds also bear expenses indirectly to the extent a portfolio company (or intermediate entity) pays expenses, including expenses of the Adviser and/or its affiliates, as well as their share of expenses (including, without limitation, rent, personnel costs and corporate expenses) relating to fund administrative and similar services performed by a Fund's subsidiaries or other entities maintained by the Fund, the General Partner or their respective affiliates in connection with certain local jurisdictions' requirements. Generally included in the expenses permitted to be borne by a Fund are the fees, costs, expenses, liabilities and obligations of legal counsel, consultants and/or other service providers to procure, develop, establish, review, revise, customize, upgrade and/or negotiate relationships relating to the foregoing items, which generally are expected to be significant. In certain cases, these or similar expenses (and/or Supplemental Fees) are expected to be charged to portfolio companies, capitalized into the cost basis of a transaction or, to the extent necessary or desirable for operational, administrative, tax or other reasons, charged at the level of an intermediate holding company between the relevant Fund and the portfolio company. As is typical for private equity funds, the Funds likely bear additional and greater expenses, directly or indirectly, than many other pooled investment products, such as mutual funds, and there can be no assurance that the benefits to investors will be commensurate with such expenses. To the extent brokerage fees are incurred, they will be incurred in accordance with the general practices set forth in "Brokerage Practices."

To the extent the Adviser manages multiple Funds, in certain circumstances, one Fund is expected to pay an expense or obligation common to multiple Funds (including without limitation legal expenses for a transaction in which all such Funds participate, or other fees or expenses in connection with services the benefit of which are received by other Funds over time), and be reimbursed by the other Funds by their share of such expenses or obligations, without interest. While the Adviser believes such circumstances to be highly unlikely, it is possible that one of the

other Funds could default on its obligation to reimburse the paying Fund. In certain, but not all, circumstances, the Adviser, the relevant General Partner or an affiliate thereof will determine to advance amounts related to the foregoing and receive reimbursement from the Funds to which such expenses relate.

As described above, in certain circumstances, the relevant General Partner is expected to permit certain investors to co-invest in portfolio companies alongside one or more Funds, subject to the Adviser's related policies and the Governing Documents and/or Side Letter(s). Where a co-invest vehicle is formed, such entity generally will bear expenses related to its formation and operation, many of which are similar in nature to those borne by the Funds. In the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial, in the judgment of the General Partner, ultimately is not consummated, all Broken Deal Expenses relating to such proposed transaction will be borne by the Fund(s), and not by any potential co-investors, that were to have participated in such transaction. However, to the extent that such co-investors have already invested in a co-investment or other vehicle in connection with such transaction, such vehicle is expected to bear its share of such Broken Deal Expenses.

The Adviser and/or its affiliates generally have discretion over whether to charge Supplemental Fees to a portfolio company and, if so, the rate, timing, method and/or amount of such compensation, as well as to charge such amounts at varying levels in a portfolio company's holding or operating structure. In most circumstances, such compensation is not reviewed or approved by an independent third party. The receipt of Supplemental Fees generally will give rise to potential conflicts of interest between the Funds, on the one hand, and the Adviser and/or its affiliates on the other hand.

## **Operating Partners**

Additionally, as further described herein and in the Governing Documents, it is the Advisers' practice to use or retain certain operating partners to provide services to (or with respect to) one or more Funds or certain current or prospective portfolio companies in which one or more Funds invest. Such operating partners generally provide services in relation to the identification, acquisition, holding, improvement and disposition of portfolio companies, including operational aspects of such companies. In certain circumstances, these services also include serving in management or policy-making positions for portfolio companies. Operating partners receive compensation, including, but not limited to cash fees, retainers, transaction fees, a profits or equity interest in a portfolio company, incentive equity and stock awards, profits or equity interests in one or more Funds or General Partners, remuneration from the Adviser and/or its Funds or affiliates, guaranteed minimums or other compensation, the amount of which typically is determined according to one or more methods, including the value of the time (including an allocation for overhead and other fixed costs) of such operating partners, a percentage of the value of the portfolio company, the invested capital exposed to such portfolio company, amounts believed to be charged by other providers for comparable services and/or a percentage of cash flows from such company. Operating partners also generally will be reimbursed for certain travel and other costs in connection with their services. As described above, no such amounts will not be included as Supplemental Fees, and will not offset or reduce the Management Fee. In addition, certain operating partners are expected to participate in the Fund through the General Partner or

other vehicles and in such case would not bear carried interest or Management Fees. The use of operating partners subjects the Advisers to potential conflicts of interest, as discussed under “Conflicts of Interest,” below.

### **PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

As described under “Fees and Compensation,” the relevant General Partner receives a profits interest (sometimes referred to as carried interest) allocation on certain realized profits in the Platform. The Adviser and/or the General Partner generally have the authority to waive the profits interest with respect to certain affiliated partners as described under “Fees and Compensation.” Additionally, to the extent that the Adviser has Funds with varying profits interest terms and/or Adviser personnel are assigned varying percentages of profits interest from the Funds, the Adviser and such personnel are subject to potential conflicts of interest, to the extent they are involved in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher profits interest percentage.

The Adviser seeks to address the potential for conflicts of interest in these matters with allocation 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 the Adviser or any personnel.

The existence of performance-based compensation has the potential to create an incentive for the General Partner to make more speculative investments on behalf of a Fund than it would otherwise make in the absence of such arrangement, although the Adviser generally considers performance-based compensation to better align its interests with those of its investors.

### **TYPES OF CLIENTS**

The Adviser provides investment advice solely to its Fund clients, and references throughout this Brochure to “clients” and to the Adviser’s related duties to and practices on behalf of its clients and/or investors should be construed accordingly. The Funds generally include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the U.S. Investment Company Act of 1940, as amended. The investors participating in the Funds generally include individuals, banks or thrift institutions, other investment entities, university endowments, sovereign wealth funds, family offices, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and from time to time include, directly or indirectly, principals or other employees of the Adviser and its affiliates and members of their families, operating partners or other service providers retained by the Adviser.

The relevant General Partner also generally is permitted from time to time to establish Funds that are alternative investment vehicles in order to permit certain investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Fund.

The Funds generally have a minimum investment amount as set forth in the relevant Governing Documents for third-party investors, and Fund interests generally are offered and sold solely to qualified purchasers (or qualified knowledgeable CC Capital personnel). The Adviser generally is permitted to waive such minimum investment amount.

## **METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **General**

The Adviser is a private investment firm primarily focused on private, control investments in companies focused on financial technology, asset management, consulting, and business services supporting the Wealth Management sub-sector of financial services. The Adviser tends to favor opportunities with certain key industry and business characteristics. Key industry characteristics include compelling long-term growth, fragmentation and attractive competitive dynamics, consolidation opportunities and low risk of technological obsolescence. Key business characteristics include high recurring revenues, a loyal and reputable customer base, resilient and scalable technology, attractive data and analytics capabilities, a highly capable executive team and attractive fundamentals. While the industry and business characteristics discussed herein illustrate certain anticipated characteristics for the Funds' expected investments, there can be no assurances that any of the Funds' investments will adhere to each of these parameters, or that such parameters will remain unchanged over the life of the Funds.

The Adviser intends to seek to acquire businesses that it believes are ripe for product, segment or geographical expansion, or show potential for significant organizational realignment. The Adviser also seeks to target companies which it believes have attractive options for accretive M&A.

Typically in private transactions, the main source of information regarding prospective portfolio companies or issuers is due diligence performed on such companies, which involves among other activities, inspecting the books and records of the company, initiating dialogue about potential acquisitions with the management teams or owners of such companies and formulating and researching investment theses of such companies. On certain occasions, an investment is made in a public company, in which case publicly filed corporate documents are also inspected by the Adviser. In the course of undertaking transactions, the Adviser consults with professional advisers, including lawyers, accountants and other professional advisers.

There can be no assurance that the Adviser will achieve the investment objectives of any Fund and a loss of investment is possible.

## Risks of Investment

Each Fund and its investors bear the risk of loss that the Adviser's investment strategy entails. The risks involved with the Adviser's investment strategy and an investment in a Fund include, but are not limited to, those described below.

Investing in the clients involves a high degree of risk that investors should carefully consider before making an investment. A more detailed discussion of specific risks applicable to a particular client are enumerated in the Governing Documents of each Fund, which should be reviewed carefully by each prospective investor in a Fund. The risks involved with the Adviser's investment strategy and an investment in a Fund include, but are not limited to, those described below.

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

*Investment in Junior Securities.* The securities in which the Fund will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect the Fund's investment once made.

*Concentration of Investments.* The Fund will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, the Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may substantially affect its aggregate return. Furthermore, to the extent that the capital raised is less than the targeted amount, the Fund may invest in fewer portfolio companies and thus be less diversified. In circumstances where the General Partner intends to refinance all or a portion of the capital invested in a transaction, there will be a risk that such refinancing may not be completed, which could lead to increased risk as a result of the Fund having an unintended long-term investment as to a portion of the amount invested and/or reduced diversification.

The Fund may provide interim financing ("**Bridge Financing**") to facilitate portfolio company investments. It is possible that all or a portion of a Bridge Financing will not be recouped within the time period specified in the Partnership Agreement, in which case the investment would be treated as a permanent investment of the Fund. As a result, the Fund's portfolio could become more concentrated with respect to such investment than initially expected or otherwise provided for under the Fund's investment limitations, certain of which exclude Bridge Financing investments.

*Lack of Sufficient Investment Opportunities.* The business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. It is possible that the Fund will never be fully invested if enough sufficiently attractive investments are not identified. To the extent that the Fund encounters competition for investments, returns to Limited Partners will likely decrease. However, Limited Partners will be required to bear Management Fees through the Fund during the investment period based on the entire amount

of the Limited Partners' commitments and other expenses as set forth in the Partnership Agreement.

*Dynamic Investment Strategy.* While the General Partner generally intends to seek attractive returns for the Fund primarily through pursuing the investment strategy described herein, the General Partner is authorized to pursue additional investment strategies and may modify or depart from its initial investment strategy, investment process and investment techniques as it determines appropriate. The General Partner is authorized to pursue investments outside of the industries and sectors in which the Adviser has previously made investments or have internal operational experience.

*Illiquidity; Lack of Current Distributions.* An investment in the Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating the Fund (including the Management Fee payable to the General Partner) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including unfunded commitments.

*Leveraged Investments.* The Fund expects to make use of leverage by incurring debt to finance a portion of its investment in a given portfolio company and/or to finance the Fund's or a portfolio company's operations. Leverage generally magnifies both the Fund's opportunities for gain and its risk of loss from a particular investment, and the magnification of loss may be substantial. The Fund's portfolio investments may involve varying degrees of leverage, as a result of which recessions, operating problems and other general business and economic risks may have a more pronounced effect on the profitability or survival of such companies. Moreover, any rise in interest rates generally will increase interest expense, causing losses and/or the inability to service debt levels. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of the Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of the Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt obligation, the Fund may suffer a partial or total loss of capital invested in the portfolio company, which would adversely affect the returns of the Fund. Additionally, lenders would typically have a claim that has priority over any claim by the Fund to the assets of such portfolio company in an insolvency event or proceeding. Furthermore, should the credit markets be limited or costly at the time the Fund determines that it is desirable to sell all or a part of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. If a portfolio company

is unable to obtain favorable financing terms for its investments, refinance its indebtedness or maintain a desired or optimal amount of financial leverage, the Fund may hold a larger than expected equity investment in such portfolio company and may realize lower than expected returns from the portfolio company that would adversely affect the Fund's ability to generate attractive investment returns for the Fund as a whole. Any failure by lenders to provide previously committed financing could also expose the Fund to potential claims by sellers of businesses which the Fund may have been contracted to purchase. Moreover, the companies in which the Fund will invest generally will not be rated by a credit rating agency. The Fund also will borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt) or otherwise will be liable therefor, and in such situations, it is not expected that the Fund would be compensated for providing such guarantee or exposure to such liability.

Although use of a Fund credit facility (or "subscription line") enhances the General Partner's ability to close transactions quickly, such activity also increases risk and raises the possibility that the General Partner will need to call additional capital to pay off such debt. Any use of leverage by the Fund will result in interest expense and other costs to the Fund that may not be covered by distributions made to the Fund or appreciation of its investments. The Fund expects to periodically incur leverage on a joint and several basis with one or more other investment funds and entities managed by the General Partner, the Adviser or any of their affiliates or any of its affiliates and, in connection with incurring such indebtedness, the General Partner may, in its sole discretion, cause the Fund to enter into one or more agreements to obtain a right of contribution, subrogation or reimbursement from or against such entities. However, it is possible that, if and when the Fund were to seek to enforce any such right, any such entity could default on its obligation and/or such right may otherwise be unenforceable. In addition, to the extent the Fund incurs leverage or provides any guaranty, such amounts may be secured by the capital commitments made by the Fund's investors and other Fund assets. The inability of the Fund to repay any leverage secured by the capital commitments of the Fund's investors could enable a lender to issue a capital call on behalf of the General Partner and such investors' contributions may be required to be made directly to the lenders instead of the Fund.

In addition, the General Partner expects the Fund to use borrowed funds in advance or in lieu of capital contributions (as described below) or a portfolio company to borrow funds directly through the Fund facility, which will generally result in the Limited Partners making correspondingly later capital contributions. As a result, the Fund's or portfolio company's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure Limited Partner cash flows) and generally make net internal rate of return calculations higher than they otherwise would be without fund-level borrowing, as these calculations generally depend on the amount and timing of capital contributions.

Interest may accrue on any outstanding borrowings by the Fund or portfolio companies at a rate lower than the preferred return. For purposes of distributions by the Fund, Limited Partners would not receive a preferred return accrual on the amount invested by the Fund until such time as capital may be called from Limited Partners in respect of the investment. If an investment appreciates in value and is disposed of prior to repayment of the borrowing, the disposition proceeds would be applied to repay the borrowing (and related interest and expenses), and the net proceeds would be distributed to the Limited Partners without a preferred return accrual on the amount invested by the Fund (due to the absence of invested capital funded by Limited Partners)

prior to the determination of carried interest distributions. Accordingly, borrowings by the Fund or portfolio companies might support the distribution of proceeds to Limited Partners and increase the potential carried interest for the General Partner; however, the interest incurred due to such borrowing would reduce the carried interest received by the General Partner. Subject to the limitations in the Governing Documents, if any, this conflict of interest might incentivize the General Partner to permanently fund the acquisition and ongoing capital needs of investments of the Fund and related expenses with the proceeds of such borrowings in lieu of drawing down capital contributions on an as-needed basis, and, accordingly, capital contributions to repay such borrowings may be required only at the time of the disposition of an investment (or never if principal and interest on such borrowings are repaid out of disposition proceeds).

*Subscription Lines.* As indicated above, the Fund may enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments and the payment of expenses). Fund-level borrowing subjects Limited Partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the General Partner's right to call capital from the Limited Partners, Limited Partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any Limited Partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in incremental expenses that will be borne by Limited Partners. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment and negotiation of the terms of the borrowing facility. Because a subscription line's interest rate is based in part on the creditworthiness of the Fund's Limited Partners and the terms of the Governing Documents, it may be higher than the interest rate a Limited Partner could obtain individually. Conflicts of interest also have the potential to arise in that the use of such facilities may, and likely would, delay the need for Limited Partners to make certain contributions to the Fund, which generally would enhance the Fund's performance figures and thereby benefit the General Partner and its affiliates as noted above. To the extent a particular Limited Partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a Limited Partner's overall individual financial returns even if it increases the Fund's reported net returns.

A credit agreement may contain other terms that restrict the activities of the Fund and the Limited Partners or impose additional obligations on them. For example, a subscription line may impose restrictions on the General Partner's ability to consent to the transfer of a Limited Partner's interest in a Fund. In addition, in order to secure a subscription line, the General Partner may request certain financial information and other documentation from Limited Partners to share with lenders. The General Partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more Limited Partners.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the General Partner to fund investments and pay fund expenses

without calling capital, potentially for extended periods of time. To the extent provided in the Governing Documents, any such borrowing may remain outstanding for such time as the General Partner deems appropriate, potentially including through disposition of such investment, and the interest expense and other costs of any such borrowings will be Fund expenses that decrease net returns of the Fund. Calling a large amount of capital at once to repay the-then current amount outstanding under a subscription line could cause short-term liquidity concerns for Limited Partners that would not arise had the General Partner called smaller amounts of capital incrementally over time as needed by the Fund. This risk would be heightened for a Limited Partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the Limited Partner to meet the accumulated, larger capital calls at the same time.

*Warehoused Investments.* Certain investments selected by the General Partner or the Adviser as appropriate investments for the Fund given the Fund's investment objective may be warehoused in an entity affiliated with the General Partner and/or the Adviser. Such investments, if any, would be transferred to the Fund for a purchase price as set forth in the Governing Documents plus out-of-pocket expenses and costs of the transferor incurred in connection with the sourcing, due diligence, structuring, organizing, acquiring, purchasing, managing, monitoring, operating and holding of any such investments, including financing costs. No assurances can be given that such investments, if any, will be profitable for the Fund. It is also possible that such investments, if any, may decline in value prior to the transfer of any such investments to the Fund from the transferor.

*Limited Transferability of Fund Interests.* There will be no public market for the Fund interests, and none is expected to develop. There are substantial restrictions upon the transferability of Fund interests under the Governing Documents and applicable securities laws. In general, withdrawals of Fund interests are not permitted. In addition, Fund interests are not redeemable. Limited Partners may not be able to liquidate their investments prior to the end of the Fund's term and must be prepared to bear the risks of an investment in the Fund for an extended period of time.

*Restricted Nature of Investment Positions.* Generally, there will be no readily available market for Fund investments, and hence, most of the Fund's investments will be difficult to value. Certain investments may be distributed in kind to the Fund's partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such partners. After a distribution of securities is made to the Fund's partners, many partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such partners may be lower than the value of such securities determined pursuant to the Governing Documents, including the value used to determine the amount of carried interest available to the General Partner with respect to such investment. In addition, the direct holding of certain investments may subject the holder to suit or taxes in jurisdictions in which such investments are located.

*Reliance on the General Partner and Portfolio Company Management.* Control over the operation of the Fund will be vested with the General Partner, and the Fund's future profitability will depend largely upon the business and investment acumen of the Adviser's principals

(including in each case, the Founder). The loss or reduction of service of the Adviser's principals could have an adverse effect on the Fund's ability to realize its investment objectives. In addition, the the Adviser's principals expect to in the future, manage other investment funds besides the Fund, and the Adviser's principals expect to devote substantial amounts of time to the investment activities of such other funds, which poses conflicts of interest in the allocation of the time of the Adviser's principals. 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. In addition, 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 portfolio companies including potential acceleration of debt facilities.

Although the General Partner will monitor the performance of each Fund investment, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day to day basis. Although 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 management of such companies will be able or willing to successfully operate a company in accordance with the Fund's objectives.

*Absence of Operating History.* The Fund has no operating history and will be entirely dependent on the General Partner. While the Adviser has previous experience making and managing investments similar to those contemplated by the Fund, the Adviser has no experience managing and investing a committed pool of funds. There can be no assurance that the Fund's investments will achieve results similar to those attained by previous investments of the Adviser. In addition, certain of the Fund's investments are expected to differ from previous investments made by the Adviser in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular company, types of companies within a particular industry sector, amount of leverage used, structure, and holding period.

*Projections.* Projected operating results of a company in which the Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by the General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

*Conflicting Investor Interests.* Limited Partners may have conflicting investment, tax, and other interests with respect to their investments in the Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by the General Partner regarding an investment that may be more beneficial to one Limited Partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, the General Partner generally will consider the investment and tax objectives of the Fund and its partners as a whole, not the investment, tax, or other objectives of any Limited Partner individually.

*Enhanced Scrutiny and Certain Effects of Potential Regulatory Changes.* There continue to be discussions regarding enhanced governmental scrutiny and/or increased regulation of the financial services industry, including private equity. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Fund's activities, including the ability of the Fund to effectively and timely address such regulations, implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. In particular, the Fund may be required to incur additional costs and expenses in implementing structural changes in the conduct of the Fund's business, including to establish greater presence in certain jurisdictions in which the Fund invests or proposes to invest, and the Fund may also become directly or indirectly subject to additional tax liabilities (for example, through restrictions on or denial of the deductibility of interest expenses against taxable profits). The foregoing may make it less attractive or impractical to continue to invest in one or more jurisdictions. Additionally, such additional scrutiny may divert the General Partner's time, attention and resources from portfolio management activities.

The combination of such scrutiny of private equity firms (along with other alternative asset managers) and their investments by various politicians, regulators and market commentators, and the public perception that certain alternative asset managers, including private equity and credit firms, contributed to the past downturns in the U.S. and global financial markets, may complicate or prevent the Fund's efforts to structure, consummate and/or exit investments, both in general and relative to competing bidders outside of the alternative asset space. As a result, the Fund may invest in fewer transactions or incur greater expenses or delays in completing or exiting investments than it otherwise would have.

*United Kingdom Exit from the European Union.* On March 29, 2017, the United Kingdom ("UK") formally notified the European Council of its intention to leave the EU ("Brexit"). The subsequent negotiations with the UK for leaving were intended to produce an agreement that ensures an orderly withdrawal from the EU and a political declaration outlining a framework for a future relationship between the UK and the EU. The European Commission's and the UK's negotiators reached a provisional agreement on the terms of the UK's withdrawal from the EU and a political declaration regarding their future relationship. Approval from the UK Parliament and the relevant EU bodies has been obtained and, as a result, the UK formally left the EU on January 31, 2020. A transitional period is scheduled to apply until December 31, 2020 (subject to any mutual agreement between the parties to extend). During this transitional period, much of EU law will continue to apply in the UK and the UK will retain many of its membership benefits, including its EU single market passports permitting the exchange of goods and services between the UK and the EU. Despite the ratification of the withdrawal agreement, the nature of the future trading relationship between the UK and the EU following this transitional period has yet to be negotiated and this could take a number of years to finalise. Irrespective of political developments, any outcome of Brexit may have economic, tax, fiscal, legal, regulatory and other implications for the asset management industry, the European and global financial markets generally and for private funds such as the Fund and its portfolio investments. This uncertainty is likely to continue to impact the global economic climate and impact opportunities, pricing, availability and cost of bank financing, regulation, values or exit opportunities of companies or assets based, doing business, or having service or other significant relationships in, the UK or the EU, including companies or assets held or considered for prospective investment by the Fund.

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

*Non-U.S. Investments.* The Fund reserves the right to invest in portfolio companies that are organized or headquartered or have substantial sales or operations outside of the United States, its territories, and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of the Fund), the application of complex U.S. and non U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on the Fund and/or its partners with respect to the Fund's income, and possible non-U.S. tax return filing requirements for the Fund and/or its partners.

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

*Hedging Arrangements; Related Regulations.* The General Partner is expected to (but is not obligated to) endeavor to manage the Fund's or any portfolio company's currency exposures, interest rate exposures or other exposures, using hedging techniques where available and appropriate. The Fund may incur costs related to such hedging arrangements, which may be undertaken in exchange-traded or over-the-counter ("OTC") contexts, including futures, forwards, swaps, options and other instruments. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that such hedging arrangements will achieve the desired effect, and in some cases hedging arrangements may result in losses greater than if hedging had not been used.

In some cases, particularly in OTC contexts, hedging arrangements will subject the Fund to the risk of a counterparty's inability or refusal to perform under a hedging contract, or the potential loss of assets held by a counterparty, custodian or intermediary in connection with such hedging. OTC contracts expose the Fund to additional liquidity risks if such contracts cannot be

adequately settled. Additionally, the tax rules applicable to hedging arrangements are complicated and could lead to incremental tax exposure even where an effective hedge is available.

Certain hedging arrangements may create for the General Partner and/or one of its affiliates an obligation to register with the U.S. Commodity Futures Trading Commission (“CFTC”) or other regulator or comply with an applicable exemption. Losses may result to the extent that the CFTC or other regulator imposes position limits or other regulatory requirements on such hedging arrangements, including under circumstances where the ability of the Fund or a portfolio company to hedge its exposures becomes limited by such requirements.

*Significant Adverse Consequences for Default.* The Governing Documents provide for significant adverse consequences in the event a Limited Partner defaults on its commitment or any other payment obligation. In addition to losing its right to potential distributions from the Fund, a defaulting Limited Partner may be forced to transfer its interest in the Fund for an amount that is less than the fair market value of such interest and that may be paid over a period of up to ten years, without interest.

*Dilution.* Limited Partners admitted or that increase their respective commitments to the Fund at subsequent closings generally will participate in then-existing investments of the Fund, thereby diluting the interest of existing Limited Partners in such investments. Although any such new Limited Partner will be required to contribute its pro rata share of previously made capital contributions, there can be no assurance that this contribution will reflect the fair value of the Fund’s existing investments at the time of such contributions.

*Transfer by General Partner.* To the extent the General Partner, its partners, the Adviser’s principals and/or their respective affiliates commit to make a direct or indirect investment in or along-side the Fund, a material participation in or a portion of such investment may thereafter be transferred to others, subject to any express limitations thereon in the Governing Documents.

*Public Company Holdings.* The Fund’s investment portfolio may from time to time contain securities and debt issued by publicly held companies. Such investments may subject the Fund to risks that differ in type or degree from those involved with investments in privately held companies. Such risks include greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Fund to dispose of such securities and debt at certain times, increased likelihood of shareholder litigation and insider trading allegations against such companies’ executives and board members, including the Adviser’s principals, and increased costs associated with each of the aforementioned risks.

*Distressed Investments.* The Fund may invest in the securities and obligations, including debt obligations that are in covenant or payment default, of companies experiencing significant financial difficulties and material operating issues, including companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. Investments in such companies involve a substantial degree of risk that is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that the General Partner will correctly evaluate the value of the assets of a distressed company securing its debt and other obligations or correctly

project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, the Fund may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which the Fund invested.

*Non-controlling Investments.* The Fund may hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, the Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that the Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where the Fund holds a minority stake, it may be more difficult for the Fund to liquidate its interests than it would be had the Fund owned a controlling interest in such company. Even if the Fund has contractual rights to seek liquidity of the Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

*Risks Relating to Investments in Asset Management, Wealth Management or Advisory Businesses.* The Fund intends to invest in asset and wealth management businesses, or similar advisory businesses. The asset management subsector encompasses the creation and management of investment products. Companies operating in this subsector include: traditional long-only and alternative platforms; managers of strategies using equity, fixed income, commodity, hard asset, or other asset classes; and, providers of both retail and institutional investment products. Wealth management is an investment advisory practice that incorporates financial planning, portfolio management and other aggregated financial services for individuals. The revenues of asset and wealth management businesses are highly dependent on advisory fee income. These businesses generally earn higher fees on equity-based or alternative investments and strategies and lower fees on fixed-income investments and strategies. Advisory-fee income may be negatively impacted by an absolute decline in assets under management, whether as a result of a market declines or a loss of clients, or by a shift in the mix of assets under management from equities or alternatives to fixed-income. Such a decline or shift could be caused or influenced by any number of factors, such as underperformance in absolute or relative terms, loss of key advisers or other talent, changes in investing preferences or trends, market downturns or volatility, drops in investor confidence, reputational damage, increased competition, or general economic conditions. The asset management industry is further subject to extensive regulation which directly affects the cost of doing business and any failure to comply with applicable laws or regulations could result in fines, censure, suspensions of personnel or other sanctions, including revocation of registrations as an investment advisor or broker-dealer, with respect to any asset or wealth managers (or similar advisory businesses) in which the Fund invests. Each of these risks could negatively affect any investments by the Fund in Financial Sector Opportunities portfolio companies involved in asset and wealth management or similar advisory businesses.

In certain cases such investments may take the form of participations in the equity profits and/or revenue streams of investment management companies' (e.g. managers of hedge funds or private equity funds). These include the risks associated with investments in businesses at an early

stage of development or with little or no variations in operating results. Although the Fund may not be able to control, influence or make investment decisions taken by the asset managers in which the Fund acquires participations, the Fund may seek to have observer rights and other transparency rights with respect to such investments. It is possible that regulators or third parties will try to impose liability on the Fund in connection with the operations of such asset managers. Any such liability could adversely affect the performance of the Fund's investment in such asset managers and thus the performance of the Fund.

If a private equity fund or hedge fund experiences losses (or fails to meet performance benchmarks, including by providing its investors with a "preferred return" on their invested capital), such asset manager will not be able to earn performance-based returns from that fund until it satisfies such benchmarks.

Asset managers may make distributions to the Fund that are subject to clawback arrangements. The terms of the Fund's investments in asset managers may require the Fund to return such distributions upon the occurrence of certain circumstances. Accordingly, the Fund may set aside amounts otherwise distributable to Limited Partners for the purpose of making clawback payments to asset managers, should they arise. Amounts set aside to fund clawback payments will reduce the amount of funds available for distribution to the Limited Partners.

*Financial Technology Investments.* The Fund intends to invest in financial technology ("FinTech") companies. Such companies may have limited product lines, markets, financial resources or personnel. The FinTech industry is challenged by various factors, including rapidly changing market conditions and/or participants, new competing products, services and/or improvements in existing products. Additionally, many FinTech activities are regulated with varying levels of requirements that often are subject to inconsistent judicial interpretations. These requirements include consumer protections (such as disclosure requirements and usury), licensing (such as non-bank lending and debt collection) and supervision (in particular banking and insurance). While the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as amended, clarified certain pre-emption issues, there often is a tension between these state regulatory regimes and federal regulation. The Fund's investments in this industry will compete in this volatile environment. There is no assurance that products or services sold by such investments will not be rendered obsolete or adversely affected by competing products and services or that such investments will not be adversely affected by other challenges, including the changing regulatory environment. Instability, fluctuations or an overall decline within the technology industry may not be offset by increases in other industries not so affected. FinTech oriented companies are heavily dependent on patent and intellectual property rights. The loss or impairment of these rights may adversely affect the profitability of these investments.

*Limitation of Recourse and Indemnification.* The Governing Documents will limit the circumstances under which the General Partner and its affiliates will be held liable to the Fund. As a result, Limited Partners have a more limited right of action in certain cases than they would have in the absence of such provision. In addition, the Governing Documents will provide that the Fund will indemnify the General Partner and its affiliates for certain claims, losses, damages and expenses arising out of their activities on behalf of the Fund and may receive advances for any fees, costs and expenses incurred in the defense or settlement of any claim that may be subject to a right of indemnification. The fees, costs and expenses (whether or not advanced) and other

liabilities resulting from the Fund's indemnification obligations will generally be paid by or otherwise satisfied out of the assets of the Fund, including the unpaid capital obligations of the Limited Partners. In addition, if the assets of the Fund are insufficient to satisfy the Fund's indemnification obligations, the General Partner may recall distributions previously made to the Limited Partners, subject to certain limitations set forth in the Governing Documents. The General Partner may cause the Fund to purchase insurance for the Fund, the General Partner, the Adviser and their employees, agents and representatives, including to cover actions that would not be indemnifiable under the Governing Documents, although there can be no assurance that any such insurance will be sufficient, available to satisfy the specific claims that may arise or generally available on commercially reasonable terms. Such indemnification obligations could materially impact the returns to Limited Partners.

*Credit Risk.* Investments in credit-related assets may subject the Fund to credit risk. "Credit risk" refers to the likelihood that an issuer will default in the payment of principal and/or interest on an instrument. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, lack or inadequacy of collateral or credit enhancement for a debt instrument may affect its credit risk. Credit risk may change over the life of an instrument. Instruments that are rated by credit ratings agencies are often reviewed and may be subject to downgrade, which generally results in a decline in the market value of such instrument.

*Litigation.* In the ordinary course of its business, the Fund may be subject to litigation from time to time. The outcome of such proceedings may materially adversely affect the value of the Fund and may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the General Partner's and the Adviser's principals' time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

*Advisory Board.* The General Partner will appoint one or more Limited Partner representatives to an advisory board. The Governing Documents will provide that to the fullest extent permitted by applicable law, none of the advisory board members shall owe any fiduciary duties to the Fund or any other partner. In addition, representatives of the Fund's advisory board may have various business and other relationships with the Adviser and its partners, employees and affiliates. These relationships may influence their decisions as members of the advisory board.

*Uncertain Economic, Social and Political Environment.* Consumer, corporate and financial confidence may be adversely affected by current or future tensions around the world, fear of terrorist activity and/or military conflicts, localized or global financial crises, global pandemics or other sources of political, social or economic unrest. Such erosion of confidence may lead to or extend a localized or global economic downturn. A climate of uncertainty may reduce the availability of potential investment opportunities, and increases the difficulty of modeling market conditions, potentially reducing the accuracy of financial projections. In addition, limited availability of credit for consumers, homeowners and businesses, including credit used to acquire businesses, in an uncertain environment or economic downturn may have an adverse effect on the economy generally and on the ability of the Fund and its portfolio companies to execute their respective strategies and to receive an attractive multiple of earnings on the disposition of businesses. This may slow the rate of future investments by the Fund and result in longer holding

periods for investments. Furthermore, such uncertainty or general economic downturn may have an adverse effect upon the Fund's portfolio companies.

*Market Conditions.* The capital markets have experienced great volatility and financial turmoil. Moreover, governmental measures undertaken in response to such turmoil (whether regulatory or financial in nature) may have a negative effect on market conditions. General fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for the Fund and may affect the Fund's ability to make investments. Instability in the securities markets and economic conditions generally (including a slow-down in economic growth and/or changes in interest rates or foreign exchange rates) will also increase the risks inherent in the Fund's investments and could have a negative impact on the performance and/or valuation of the portfolio companies. The Fund's performance can be affected by deterioration in the capital markets and by market events, such as the COVID-19 pandemic in 2020, the downgrading of the credit rating of the United States in 2011 or the onset of the credit crisis in the summer of 2007 which, among other things, can impact the public market comparable earnings multiples used to value privately held portfolio companies and investors' risk-free rate of return. Movements in foreign exchange rates may adversely affect the value of investments in portfolio companies and the Fund's performance. Volatility and illiquidity in the financial sector may have an adverse effect on the ability of the Fund to sell and/or partially dispose of its portfolio company investments. Such adverse effects may include the requirement of the Fund to pay break-up, termination or other fees and expenses in the event the Fund is not able to close a transaction (whether due to the lenders' unwillingness to provide previously committed financing or otherwise) and/or the inability of the Fund to dispose of investments at prices that the General Partner believes reflect the fair value of such investments. The impact of market and other economic events may also affect the Fund's ability to raise funding to support its investment objective.

*Unfunded Pension Liabilities of Portfolio Companies.* A recent court decision found that, in certain circumstances, a fund could be treated as a "trade or business" for purposes of determining pension liability under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Therefore, where an investment fund owns 80% or more (or possibly, under certain circumstances less than 80%) of a portfolio investment, such fund (and any other 80%-owned portfolio investments of such fund) might be found liable for certain pension liabilities of such a portfolio investment to the extent the portfolio investment is unable to satisfy such liabilities. The Fund may, from time to time, invest in a portfolio investment that has unfunded pension fund liabilities, including structuring the investment in a manner where the Fund may own an 80% or greater interest in such a portfolio investment. If the Fund (or other 80%-owned portfolio investments of the Fund) were deemed to be liable for such pension liabilities, this could have a material adverse effect on the operations of the Fund and the companies in which the Fund invests. This discussion is based on current court decisions, statute, and regulations regarding control group liability under ERISA as in effect as of the date of this Brochure, which may change in the future as the case law and guidance develop.

*Valuation of Assets.* There is not expected to be an actively traded market for most of the securities owned by the Fund. When estimating fair value, the General Partner will apply a methodology it determines to be appropriate based on accounting guidelines and the applicable nature, facts and circumstances of the respective investments. However, the process of valuing

securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities ultimately may be sold. The exercise of discretion in valuation by the General Partner gives rise to potential conflicts of interest, including in connection with determining the amount and timing of distributions of carried interest and the calculation of management fees.

*Contingent Liabilities Upon Disposition.* In connection with the disposition of an investment, the Fund and the General Partner may be required to make (and/or be responsible for another person's or entity's breach of) representations and warranties, e.g., about the business and financial affairs of the applicable portfolio company, the condition of its assets and the extent of its liabilities, in each case generally in the nature of representations and warranties typically made in connection with the sale of similar businesses, and may be responsible for the content of disclosure documents under applicable securities laws. They may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents are inaccurate. These arrangements may result in contingent liabilities, which would be borne by the Fund and, ultimately, its investors.

*Cybersecurity Breaches and Identity Theft.* The Adviser's, the General Partner's, the Fund's and its portfolio investments' information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. If these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Adviser, the General Partner, the Fund and/or a portfolio investment likely will have to make a significant investment to fix or replace them. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the Adviser's, the General Partner's, the Fund's and/or a portfolio investment'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 Adviser's, the General Partner's, the Fund's and/or a portfolio investment's reputation, subject any such entity and their respective affiliates to legal claims and otherwise affect their business and financial performance. Cyber-attacks might potentially be carried out by persons using techniques that could range from efforts to circumvent network security electronically or overwhelm websites to intelligence gathering and social engineering functions aimed at obtaining information necessary to gain access. Cyber-attacks often also take the form of socially-engineered frauds, such as "phishing." Third parties often also attempt to fraudulently induce employees, customers, third-party service providers or other users of the Adviser's systems to disclose sensitive information in order to gain access to the Adviser's data or that of the Fund's investors or portfolio investments. Companies have also been subject to "ransomware" attacks. The foregoing risks are equally applicable to service providers of the Adviser, the General Partner, the Fund and its portfolio investments.

To the extent that any of the Adviser, the General Partner, the Fund, a portfolio investment or their respective service providers is subject to cyber-attack or other unauthorized access is gained to such entity's information technology system, the Adviser, the General Partner, the Fund and/or such portfolio investment may be subject to substantial losses in the form of stolen, lost or

corrupted (i) customer data or payment information; (ii) customer or portfolio investment financial information; (iii) portfolio investment software, contact lists or other databases; (iv) portfolio investment proprietary information or trade secrets; (v) cash; or (vi) other items. Similarly, such a security breach could disrupt or halt such entities' operations for an indefinite period of time. In certain events, the Adviser's, the General Partner's, the Fund's and/or a portfolio investment's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. Such cybersecurity and disaster recovery incidents could also result in reputational harm to the Adviser, the General Partner, the Fund and/or any affected portfolio investment. Any of such circumstances could subject the Adviser, the General Partner, the Fund or its portfolio investments to substantial losses.

*Cybersecurity Risks Related to FinTech Companies.* FinTech may be considered an ecommerce business, and is thus entirely dependent on the secure operation of each company's website and systems as well as the operation of the Internet generally. A FinTech company's business involves the storage and transmission of users' proprietary information, and security breaches could expose such company to a risk of loss or misuse of user information, pending litigation, and theretofore publicly unknown potential liabilities. A number of large Internet companies have suffered security breaches, some of which have involved intentional attacks. From time to time, FinTech companies and many other Internet businesses also may be subject to a denial of service attacks wherein attackers attempt to block customers' access to the company's website. If the company is unable to avert a denial of service attack for any significant period, that company could sustain substantial revenue loss from lost sales and customer dissatisfaction. The FinTech companies may not have the resources or technical sophistication to anticipate or prevent rapidly evolving types of cyber-attacks.

Cyberattacks may target FinTech companies, their customers, suppliers, banks, payment processors, ecommerce in general or the communication infrastructure on which such FinTech companies depend. If an actual or perceived attack or breach of their security occurs, customer and/or supplier perception of the effectiveness of the company's security measures could be harmed and such company could lose customers, suppliers or both. Actual or anticipated attacks and risks may cause a FinTech company to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees, and engage third party experts and consultants. A person who is able to circumvent security measures might be able to misappropriate a company's or their users' proprietary information, cause interruption in such company's operations, damage their computers or those of their users, or otherwise damage their reputation and business. Any compromise of their security could result in a violation of applicable privacy and other laws, significant legal and financial exposure, damage to their reputation, and a loss of confidence in their security measures, which could harm the company's business.

*Privacy Law Compliance Risk.* The adoption, interpretation and application of data protection and information security laws and regulations ("**Privacy Laws**") could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and current and planned business activities of the Adviser, the General Partner, the Fund and/or its portfolio companies, and as such could increase costs and require the dedication of additional time and resources to compliance for such entities. A failure to comply with such Privacy Laws by any such entity or their service providers could result in fines, sanctions or other penalties, which could materially and adversely affect the

results of operations and overall business, as well as have a negative impact on reputation and Fund performance. As Privacy Laws are implemented, interpreted and applied, compliance costs for the Adviser, the General Partner, the Fund and/or its portfolio companies, are likely to increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

For example, California has passed the California Consumer Privacy Act of 2018, the EU has enacted the General Data Protection Regulation (EU 2016/679) and the Cayman Islands has enacted the Cayman Islands Data Protection Law, 2017, each of which broadly impacts businesses that handle various types of personal data, potentially including private fund managers and their funds and investments. Such laws impose stringent legal and operational obligations on regulated businesses, as well as the potential for significant penalties.

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

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

#### COVID-19

Currently, there is an ongoing outbreak of COVID-19, which has caused a worldwide public health emergency, straining healthcare resources and resulting in extensive and growing numbers of infections, hospitalizations and deaths. In an effort to contain COVID-19, national, regional and local governments, as well as private businesses and other organizations, have taken severely restrictive measures, including instituting local and regional quarantines, restricting travel (including closing certain international borders), prohibiting public activity (including “stay-at-home” and similar orders), and ordering the closure of large numbers of offices, businesses, schools, and other public venues. As a result, COVID-19 has significantly diminished global economic production and activity of all kinds and has contributed to significant volatility in financial markets. Among other things, these unprecedented developments have resulted in material reductions in demand across many categories of consumers and businesses, dislocation in the credit and capital markets, labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, steep increases in unemployment levels in the United States and several other countries, and strain and uncertainty for businesses and households, with a particularly acute impact on industries dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment.

The ultimate impact of COVID-19 — and the resulting precipitous decline in economic and commercial activity across nearly all of the world’s largest economies — on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is impossible to predict, although ongoing and potential additional materially adverse effects, including a further global or regional economic downturn of indeterminate duration and severity, are possible. The extent of COVID-19’s impact will depend on many factors, including the ultimate duration and scope of the public health emergency and the restrictive countermeasures being undertaken, as well as the effectiveness of other governmental, legislative and financial and monetary policy interventions designed to mitigate the crisis and address its negative externalities, all of which are evolving rapidly and may have unpredictable results. Even if and as the spread of the COVID-19 virus itself is substantially contained and economies are able to “re-open,” it will be difficult to assess what the longer-term impacts of an extended period of unprecedented economic dislocation and disruption will be on future macro- and micro-economic developments, the health of certain industries and businesses, and commercial and consumer behavior.

The ongoing COVID-19 crisis and any other public health emergency could have a significant adverse impact and result in significant losses to a Fund. The extent of the impact on the Fund and its portfolio companies’ operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this impact may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of the Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to the investment strategy the Fund intends to pursue, all of which could adversely affect the Fund’s ability to fulfill its investment objectives. They may also impair the ability of portfolio companies or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of the Fund, its portfolio companies, the Adviser or the General Partner may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, restrictions on travel and movement, remote-working requirements and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity’s personnel. These measures may also hinder such entities’ ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices, and diminishing their ability to make accurate and timely projections of financial performance.

*Policies Subject to Change.* In certain cases the foregoing summarizes, as of the date of this Brochure, certain of the Adviser’s policies; these are subject to change, and the information relating thereto may be qualified by subsequent disclosure to investors through the Form ADV of the Adviser, other periodic disclosures, Limited Partner reporting and any disclosure as otherwise permitted or required by the governing agreements of the Fund.

## **Conflicts of Interest - Motive Relationship**

Motive, an investment adviser registered with the SEC, owns and manages the Platform General Partner with the Adviser. All material decisions with respect to the Platform must be made by the Adviser and Motive. To the extent the Adviser and Motive agree on any dispute resolution mechanism, such mechanism may delay or otherwise hinder the Adviser's ability to make investment decisions for the Platform, and/or subject the Platform to additional risks that would not otherwise be present if Motive did not have such decision-making authority. There can be no assurance that such disputes will be resolved in the best interest of the Platform. In addition, Motive and/or its affiliates have a substantial interest in the Management Fees and profits interest with respect to the Platform. This has the potential to reduce the Adviser's incentive to dedicate time and resources to the Platform and instead to dedicate time and resources or otherwise favor Funds for which it receives higher compensation. The Adviser seeks to address the potential for conflicts of interest with allocation procedures that provide 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 compensation received by the Adviser or any personnel.

Motive invests in a broad range of transactions for its investment funds and other clients ("**Motive Accounts**"). Such transactions include, but are not limited to, buyouts, spinouts, strategic investments, recapitalizations, turnarounds, restructurings, strategic toehold stakes, carve-outs, acquisition financing, distressed securities, and structured securities, with a focus on financial technology and services companies, which is the same sector in which the Platform is expected to invest. Separately from Motive's relationship with the Adviser, Motive will be entitled to make, hold and/or dispose of any investments for Motive Accounts during the life of the Platform. In certain cases, such other investments may be (or become) competitive with one or more investments of the Platform. Such competition may adversely impact the purchase price or disposition price of investments of the Platform. In addition, Motive will not be restricted from forming or establishing new Motive Accounts. In addition, certain Motive personnel that also may provide services to the Platform may have an interest or serve on the board of directors (or similar body) of such investments.

In addition, there will generally be no contractual limitations on transactions and interactions between portfolio companies in which the Platform invests, on the one hand, and portfolio companies of Motive Accounts, on the other hand. Portfolio companies owned by Motive Accounts may enter into service transactions with portfolio companies of the Platform, or may enter into merger or acquisition agreements with such portfolio companies. Motive will face conflicts of interest with respect to such transactions, although the Adviser may seek to block such transactions as a member of the board of the General Partner. The Adviser also may agree to such transactions to the extent it believes the transactions will be beneficial to the Platform over time; however there can be no assurance that Motive Accounts will not receive greater benefits with respect to such transactions.

The Adviser and Motive intend to adopt certain protocols designed to address the sharing of information, potential conflicts and other considerations relating to the management of their respective investment activities. While these protocols will seek to mitigate risks and conflicts, they cannot be eliminated completely. In addition, the potential risks and conflicts of interest

described herein may be magnified by any lack of information sharing or coordination between the Adviser and Motive. For example, Motive personnel may need to be “walled off” from certain activities within Motive or from certain activities relating to the Adviser and the Platform in order to comply with securities laws and other requirements. This may increase the likelihood of the Adviser taking actions that are to the detriment of Motive Accounts, or of Motive taking actions that are to the detriment of the Platform. Alternatively, the Adviser and Motive may determine that it is necessary for them to operate using a joint “restricted list” such that the possession of material non-public information by Motive or Motive’s entry into a non-disclosure agreement with an issuer of securities could result in significant restrictions to the Platform’s ability to purchase, sell or otherwise transact in securities of such issuer. Due to these restrictions, which may be substantial, the Platform may not be able to make an investment that it otherwise might have made or sell an investment that it otherwise might have sold. Such restrictions could affect the performance of the Platform.

The Adviser anticipates that the Platform will benefit from the sharing of personnel and potential opportunities between the Adviser and Motive, however, there is a risk that the Adviser and/or the Platform will be harmed if Motive fails to, or ceases to, provide such resources. Moreover, a conflict of interest exists because Motive and its personnel owe fiduciary duties to Motive Accounts, while the Adviser owes fiduciary duties to its clients. While the Adviser expects to benefit overall from its relationship with Motive, there can be no assurance that the sharing of information and resources will result in favorable outcomes for the Adviser or Motive, their respective clients or the portfolio companies in which they invest.

All material decisions with respect to the Platform must be made by the Adviser and Motive, and the Adviser believes that the investment by Motive in the Platform generally will operate to align the interests of the Adviser, the Platform and Motive. However, Motive may at any time have economic or business interests or goals that are inconsistent with those of the Platform, or may take action contrary to the investment objectives of the Platform, including investing in different portions of an issuer’s capital structure, short selling securities, and/or selling interests at different times than the Platform.

The Adviser and Motive may be deemed to be affiliates for purposes of certain laws and regulations. As a result, the Adviser and Motive likely will need to aggregate certain investment holdings, including holdings of the Platform, for certain securities law purposes (which may include securities law reporting, short-swing transactions and time or volume restrictions under Rule 144) and other regulatory purposes. Consequently, Motive’s activities could result in earlier disclosure of the Platform’s investments or restrictions on transactions by the Platform, affect the prices of the Platform’s investments or the ability of the Platform to dispose of its investments, or otherwise create conflicts of interest for the Platform.

Breaches of legal or regulatory requirements and/or related internal controls by the Adviser and/or Motive could result in significant consequences to the Adviser and Motive, as well as have a significant adverse impact on the Platform, including (among others) consequences due to potential regulatory investigations and claims for securities laws violations in connection with the investment activities of the Adviser and the Platform. These events could have adverse effects on the Adviser’s reputation, result in the imposition of regulatory or financial sanctions, negatively

impact the Adviser's ability to provide investment management services to the Platform, and result in negative financial impact to the Platform's investments.

Motive has similar relationships, incentives and may engage in activities similar to those set forth above, including with respect to the Platform and/or its portfolio companies, and therefore Motive is subject to conflicts of interest similar to those of the Adviser and the General Partner set forth herein.

### **Conflicts of Interest - General**

The Adviser and its related entities engage in a broad range of advisory and non-advisory activities and in the future expect to engage in additional activities for additional Funds. Such current and future (advisory and non-advisory) investment activities include investment activities for their own account and investment and consulting activities, as applicable, for the account of other Funds, special purpose acquisition companies ("SPACs") and investment vehicles, and providing substantial transaction-related, legal, management and other services to Funds, SPACs and portfolio companies. The Adviser will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the Governing Documents, although the Funds, SPACs and their respective investments and other investments will place varying levels of demand on these over time. In the ordinary course of the Adviser conducting its activities, the interests of a Fund likely will conflict with the interests of the Adviser, one or more other Funds, SPACs, portfolio companies or their respective affiliates in certain circumstances. Certain of these conflicts of interest are discussed herein. See also "Other Financial Industry Activities and Affiliations" below. The Adviser believes that the significant investment of the principals (including in each case, the Founder) in the Funds, as well as the principals' interest in the profits interest, operate to substantially align the interest of the principals with the interest of the Limited Partners, although the principals have economic interests including equity interests in such other investment funds (including the Funds), SPACs and investments and in many cases receive fees, profits interest or other compensation relating to these interests. Such other investments that the Adviser's principals control or manage compete with the Funds and/or companies acquired by the Funds. At such time as the Adviser is permitted to raise a successor Fund to a current Fund, the principals will continue to manage the current Fund's investments, but also may and likely will focus investment activities on other opportunities and areas unrelated to the current Fund's investments. Certain investments will be allocated between the Funds in a manner as set forth in the Governing Documents. In addition, the Founder and personnel of CC Capital hold equity interests in certain companies, some of which operate in the same industry as portfolio companies of the Funds, including companies acquired through SPACs sponsored by CC Capital and/or its affiliates. Such persons also serve on the board of directors of such companies. As a general matter, the Adviser will determine all matters relating to structuring transactions and Fund operations using its reasonable judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to approvals by the advisory boards of the participating Funds when required.

During the commitment period of a Fund, appropriate investment opportunities generally will be pursued by the Adviser principals through such Fund, subject to certain limited exceptions set forth in the Governing Documents, the Adviser's allocation policies and agreements with co-sponsors and counter-parties, including with respect to CC SPACs (as defined below). Without

limitation, the Adviser principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and expect to direct certain relevant investment opportunities that also would be appropriate for the Fund, or resources, to those investments. The Adviser's principals and the Adviser's investment staff will continue to manage and monitor such investments until their realization. For example, the Adviser reserves the right to offer to the Platform all investment opportunities that are suitable for investment by the Platform (including technology and software companies to serve the wealth management industry), subject to the relevant Governing Documents, and therefore such investments would not be available to other Funds. In addition, CC Capital affiliates and/or personnel have obligations to pursue acquisitions of certain target companies through SPACs and therefore the Platform and/or the Funds will not be presented with such opportunities. Such other investments that the Adviser's principals expect from time to time to control or manage generally have the potential to compete with companies acquired by a Fund. The Adviser's principals reserve the right to, and likely will, focus their investment activities on other opportunities and areas unrelated to such Fund's investments, including substantial time related to CC SPAC activities.

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

The Adviser must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. The Adviser generally assesses whether an investment opportunity is appropriate for a particular Fund based on the Governing Documents, as well as factors that the Adviser deems appropriate, including but not limited to: investment restrictions and objectives (including those set forth in the Governing Documents, where applicable), operating guidelines, strategy (including industry and/or geographical focus), available capital and size of an investment, risk profile, time horizon, life cycle, tax sensitivity, tolerance for turnover, asset composition, diversification limitations, cash level (if any), whether a target company is private or public or positioned to operate as a public company applicable tax and regulatory considerations, structure and other relevant factors. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund generally reserves the right to invest together with other Funds advised by an affiliated adviser of the Adviser that may be formed in the manner set forth in the Governing Documents and the Adviser's allocation policy. The Adviser will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable to its clients under the circumstances over time consistent with the Adviser's and its affiliates' obligations and reserves the right to take into consideration factors such as those set forth above; however, the Adviser's allocation of investment opportunities among Funds may not always, and often will not, be proportional. Therefore, such allocations may be more advantageous to a Fund relative to one or all of the other Funds, or vice versa. While the Adviser will allocate investment opportunities in a way that it believes in good faith is fair and equitable, there can be no assurance that a Fund's

actual allocation of an investment opportunity, if any, or terms on which the allocation is made, will be as favorable as they would be if the conflicts of interest to which the Adviser may be subject did not exist. In addition, as described herein and under “Other Financial Industry Activities and Affiliations”, certain SPACs in which CC Capital management personnel and other persons affiliated with CC Capital sponsor and/or have interests, will acquire businesses in the financial, technology and business services sectors, as well as potentially other industries and sectors that will not be available to the Funds; however, the Platform generally is expected to focus on companies in the wealth management technology sub-sector that at the time of investment are either private companies that are not positioned for near-term public company operation or public companies operating in this sub-sector that the Adviser believes will benefit substantially by combining with the Platform, while the CC SPACs are expected to acquire public companies or private companies that are positioned for near-term public company operation. CC Capital affiliates and/or personnel have obligations to pursue certain acquisitions through SPACs and therefore the Platform and/or the Funds will not be presented with such opportunities.

Following the determination of allocation among Funds, the Adviser will determine if the amount of an investment opportunity in which one or more Funds will invest exceeds the amount that would be appropriate for such Fund(s) and the Adviser reserves the right to offer any such excess to one or more potential co-investors, including certain investors, Adviser personnel, and other service providers and other persons associated with CC Capital, other sponsors, market participants, finders, operating partners and consultants (*e.g.*, a vehicle formed by the Adviser’s principals to co-invest alongside a particular Fund’s transactions), as determined by the Governing Documents, Side Letters and the Adviser’s procedures regarding allocation. The Adviser’s procedures permit it to take into consideration a variety of factors in making such determinations, including but not limited to: expressed interest in co-investment opportunities; expertise of the prospective co-investor in the industry to which the investment opportunity relates; perceived ability to quickly execute on transactions; tax, regulatory, securities laws and/or other legal considerations (*e.g.*, qualified purchaser or qualified institutional buyer status); confidentiality concerns that may arise in connection with providing the prospective co-investor with specific information relating to the investment opportunity; perceived ease of process in coordinating or completing the investment with the prospective co-investor or co-investors similar thereto; the Adviser’s perception of whether the investment opportunity may subject the prospective co-investor to legal, regulatory, reporting or other burdens that make it less likely that the prospective co-investor would act upon the investment opportunity if offered or would impair the Adviser’s ability to execute the relevant transaction in the desired time or on desired terms; size of the investment allocation and practicality of dividing it up among multiple co-investors; lender requirements; perceived public relations and reputational benefits or costs; whether the Adviser believes that allocating investment opportunities to an investor or person will help establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant portfolio company, other portfolio companies, the Adviser or other funds advised by an the Adviser or its affiliates; the likelihood that an investor may invest in a future fund sponsored by the Adviser or its affiliates and/or the timing or amount of an investor’s investment in the Fund.

Furthermore, the Adviser or its related persons expect to make decisions regarding whether and to whom to offer co-investment opportunities in consultation with other participants in the relevant transactions, such as Motive, a lender or co-sponsor. Co-investment opportunities

typically will be offered to some and not to other Fund investors, and the consideration of the factors set forth above likely will result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments have the potential to receive none. When and to the extent that employees and related persons of the Adviser and other third-parties make capital investments in or alongside certain Funds, the Adviser and its affiliates are subject to potentially conflicting interests in connection with these investments.

The Adviser's allocation of co-investment opportunities among the persons and in the manner discussed herein often will not result in proportional allocations among such persons, and such allocations likely will be more or less advantageous to some such persons relative to others.

The Funds may co-invest with third parties, including Motive Accounts, through partnerships, joint ventures or other entities or arrangements. Such investments may involve risks not present in investments where a third-party is not involved, including the possibility that a third-party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of the applicable Fund, or may be in a position to take action contrary to the investment objectives of the Fund. In addition, a Fund may in certain circumstances be liable for actions of its third-party co-venturer or partner, such as Motive. There can be no assurance that a Fund's return from a transaction would be equal to and not less than the return of another party that was allocated a co-investment opportunity and that is participating in the same transaction.

In addition, from time to time, the Adviser in order to consummate a transaction or facilitate the acquisition of a portfolio company and ensure a Fund is afforded an investment opportunity or otherwise, may cause such Fund to fund (or commit to fund) on behalf of certain co-investors with a view to selling down a portion of such investment to such co-investors or other persons at a later time or prior to or within a period after the closing of the acquisition. A Fund may or may not receive compensation for such activities. If a Fund does not find co-investors and/or in the event that the co-investors breach their covenant to purchase the investment from such Fund, such Fund will have an allocation to an investment that is larger than originally anticipated. In addition, such Fund will bear the risk that any or all of the excess portion of such investment could only be sold on unattractive terms. If the excess portion of such investment has not been sold, such Fund may bear the entire portion of any other fees, costs and expenses related to such investment, hold a larger than expected investment in such portfolio company and could realize lower than expected returns from such investment.

In certain cases, the Adviser will have the opportunity (but, subject to any applicable restrictions or procedures in the Governing Documents, no obligation) to identify one or more secondary transferees of interests in a Fund. In such cases, the Adviser will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on eligibility and other factors similar to those employed in selecting co-investors, and unless required by the Governing Documents, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund investors.

To the extent the Adviser manages multiple Funds and such Funds invest at the same, different or overlapping levels of a portfolio company's capital structure, there is a potential for

conflicts of interest in determining the terms of each such investment. Questions may arise subsequently as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt should be refinanced or restructured. In troubled situations, decisions including whether to enforce claims, or whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring may raise conflicts of interest, particularly with respect to Funds that have invested in different securities within the same portfolio company. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, Funds may or may not provide such additional capital, and if provided, each Fund generally will supply such additional capital in such amounts, if any, as determined by CC Capital in its sole discretion. Because of the different legal rights associated with debt and equity of the same portfolio company, the Adviser and its affiliates expects to face a potential conflict of interest in respect of the advice given to, and the actions taken on behalf of one Fund versus another Fund (*e.g.*, the terms of debt instruments, the enforcement of covenants, the terms of recapitalizations and the resolution of workouts or bankruptcies). If a Fund enters into any indebtedness with another Fund on a joint and several basis, the applicable General Partner is expected to enter into one or more agreements that provide each Fund with a right of contribution, subrogation or reimbursement. In administering, or seeking to reinforce, these agreements, the Adviser expects to be subject to potential conflicts of interest, for example between a Fund with a reimbursement obligation and another Fund seeking reimbursement. Although the Adviser generally intends to structure Funds to avoid cross-guarantees and other circumstances in which one Fund ultimately bears liability for all or part of the obligations of another Fund, in certain circumstances lenders and other market parties negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liability among Funds. In such case, the Adviser intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements.

In certain circumstances Funds are expected to be prohibited from exercising (or the Adviser may deem it appropriate to refrain from exercising) voting or other rights in order to mitigate the relevant potential conflicts, notwithstanding the fact that the investment(s) of one Fund or the other may be subject to creditor claims regarding subordination of interests. The Adviser intends to mitigate any potential conflicts by structuring such agreement in a manner intended to cause each Fund to bear its proportionate share of the applicable indebtedness, without undue favoritism over time.

Potential conflicts are expected to arise when and to the extent a Fund makes an investment in a portfolio company in conjunction with an investment made by another Fund or another investment vehicle such as a Motive Account (as defined below), or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other investment vehicles. This likely will result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant Fund and the other investment vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. The Adviser and Motive may from time to time express inconsistent views of commonly held investments or of market conditions more generally.

There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. In addition, the Adviser and/or its affiliates may enter into cross-transactions on behalf of a Fund and/or successor Funds, SPACs (or companies acquired by SPACs) or co-investors or third-party investment vehicles such as the Motive Accounts, in which a Fund buys securities from, or sells securities to, such other persons. In some cases, a portfolio company of a Fund may be merged with or into a portfolio company owned by another Fund or such other persons. Any such transactions raise potential conflicts, including where the assets of one Fund support positions taken by other Funds or such other persons. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the relevant Funds' Governing Documents or otherwise in the sole discretion of the applicable Funds' General Partners, such General Partner may seek to mitigate such conflicts by seeking the opinion of an unaffiliated third party (including the use of a consultant or investment banker to opine as to the fairness of a purchase or sale price) or by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory board) to such transactions, as applicable. In certain circumstances, the Adviser may not obtain such an opinion or consent and may determine that the willingness of a third-party to make an investment on the same terms demonstrates the fairness of the relevant transaction to the Funds under then-current market conditions. Whether or not such consent is obtained or there is a fairness opinion or a third-party investor, the Adviser intends to conduct such transactions in a manner that the Adviser believes in good faith to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each fund. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to a Fund. From time to time such transactions arise in the context of automatic or other re-balancing of an investment among parallel investing entities, although the Advisers does not believe such transactions generally do not give rise to the foregoing conflicts of interest.

The Adviser may be faced with a variety of potential conflicts of interest when it determines allocations of various fees and expenses to the Funds. The Adviser, in its sole discretion, will allocate fees and expenses in accordance with the relevant Governing Documents and in a manner that it believes in good faith is fair and equitable to the Fund under the circumstances and considering such factors as it deems relevant. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, *e.g.*, in determining whether to allocate pro rata based on number of Funds or co-investors receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has a greater benefit to a Fund or the Adviser and/or its affiliates. The Funds may have different expense reimbursement terms, including with respect to Management Fee offsets, which may result in the Funds bearing different levels of expenses with respect to the same investment.

As a result of the Funds' controlling interests in portfolio companies, the Adviser and/or its affiliates typically have the right to appoint portfolio company board members (including current or former the Adviser personnel or persons serving at their request), or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to

the Adviser and/or its affiliates in connection with services provided by the Adviser and its affiliates to such portfolio company, and, except to the extent such amounts are subject to the Governing Documents' offset provisions, they will be in addition to any Management Fees or profits interest paid by a Fund to the Adviser. The Adviser's authority to appoint or influence the appointment of portfolio company board members who may be involved in approving compensation payable to the Adviser subjects the Adviser, Motive and its affiliates and any such portfolio company board appointees to potential conflicts of interest.

One or more Funds are expected to make investments in alternative asset management firms that are not affiliated with CC Capital. The Funds may from time to time engage in investment transactions, including with respect to purchase and sale of investments, with these asset management firms and their sponsored funds and portfolio companies. Typically, a Fund with an interest in the asset management firm would be entitled to receive a share of profits interest/performance-based incentive compensation and net fee income or revenue share generated by the various products, vehicles, funds and accounts managed by that third party asset management firm that are included in the transaction or activities of the third party asset management firm, or a subset of such activities such as transactions with a CC Capital-related party. CC Capital typically expects to exercise control over such third party asset management firms, or to have certain rights in relation to such firms (typically in the nature of "protective" rights, negative control rights or anti-dilution arrangements, as well as certain reporting and consultation rights). Whether such third party asset managers are deemed "affiliates" of CC Capital, CC Capital's control and/or other rights over such asset managers and the existence of its economic/revenue sharing interest therein may give rise to conflicts of interest, including that CC Capital has an incentive to recommend such third-party asset management firms invest their clients' assets in investment vehicles managed by CC Capital and/or recommend their clients contract with CC Capital for advisory or other services. Any such relationships could expose the investments of the Funds to claims by third parties in connection with such investments (as indirect owners of such asset management firms or similar businesses) that may have an adverse financial or reputational impact on the performance of the Fund. The Fund, its affiliates and their respective portfolio companies may from time to time engage in transactions with, and buy and sell investments from, any such third party asset managers and their sponsored funds and transactions and other commercial arrangements between such third-party asset managers and the Funds and their portfolio companies are not subject to advisory board approval. There can be no assurance that the terms of these transactions between parties related to CC Capital, on the one hand, and the Funds and their portfolio companies, on the other hand, will be at arm's length.

Additionally, a portfolio company typically will reimburse the Adviser, operating partners or service providers retained at the Adviser's discretion for expenses (including without limitation travel expenses) incurred by the Adviser, operating partners or such service providers in connection with its performance of services for such portfolio company. This subjects the Adviser and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. The Adviser determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. Although the amount of individual reimbursements typically is not disclosed to investors in any Fund, their effect is reflected in each Fund's audited financial statements, and any fee paid or expense reimbursed to the Adviser or such service providers generally is subject to: agreements with or review by co-

sponsors (including, with respect to the Platform, Motive) or the board of directors of or lenders to portfolio companies; and/or third party co-investors in its transactions. These factors help to mitigate related potential conflicts of interest.

Over the life of a Fund, the Adviser generally expects to exercise its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services or enter into other transactions with various service providers, potentially including, among others: (i) the Adviser or Motive (or one of their affiliates, which may include other portfolio companies of the Fund or other investment funds sponsored by the Adviser, Motive or an affiliate) and at rates determined or substantively influenced by the Adviser and/or Motive; (ii) an entity with which the Adviser, Motive or their respective affiliates or current or former members of their personnel has a relationship or from which such person derive a financial or other benefit, including relationships with joint venturers or co-venturers, or relationships where the Adviser's personnel are seconded, or from which the Adviser receives secondees; or (iii) a Limited Partner (or a Limited Partner of another Fund or of Motive) or its affiliates. For example, the Adviser may from time to time initiate transactions or service agreements between two or more portfolio companies of a Fund and/or other Funds or Motive Accounts (as defined below) and may engage certain Limited Partners or their affiliates that are engaged in lending or related businesses to provide financing and/or other services in connection with a Fund's investments. Potential conflicts of interest arise in initiating such transactions, as the Adviser and Motive have incentives to maintain goodwill between themselves and between their former, existing and prospective portfolio companies and other financial industry participants. There is a possibility that the Adviser, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or the Adviser), would favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Similarly, the Adviser and Motive have incentives to engage Limited Partners to provide services to a Fund and/or its portfolio companies, including financing, to maintain goodwill with such Limited Partners including with respect to investments made or that may be made in such Fund or another Fund. As a result, in each case, the products or services recommended may not necessarily be the best or lowest cost option. Although the Adviser generally seeks appropriate rates for services, it reserves the right to prioritize prior usage, perceived sector competence or expertise, familiarity, onboarding speed or other factors in retaining or recommending service providers. Whether or not the Adviser or Motive have a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

Investors in a Fund shall be entitled to and can be expected to have other business interests and engage in activities in addition to those relating to the Funds, including business interests and activities in direct competition with the Funds and their portfolio companies. None of the Funds, any Fund investor or any other person shall have any rights by virtue of the Governing Documents or any related agreements in any business ventures of any Fund investor. Fund investors, and in certain cases the Adviser, will have conflicting loyalties in these situations.

In certain circumstances, current or former Adviser personnel are expected to serve in interim or part-time roles at a portfolio company, or provide services to a portfolio company as a secondee or in similar capacities, whether or not while maintaining certain legacy economic

arrangements, benefits, support services or indicia of employment at the Adviser. Under such arrangements, the Adviser and/or the relevant portfolio company may pay all or a portion of the personnel costs of such employee, or supervise or oversee such employee. These arrangements have the potential to create conflicts of interest, in that amounts paid by a portfolio company in connection with secondee relationships or to former employees generally will not offset or reduce the Management Fee. Due to the nature of secondee relationships, which are often initiated to meet a temporary portfolio company need, the arrangements between such employees and the related portfolio company are expected to change over time, and in many cases will be terminated when the portfolio company is sold or when the position can be filled on a longer-term or permanent basis. Employees may or may not return to the Adviser at the end of such secondee arrangement.

In addition, as described above, portfolio companies (and, to a lesser extent, the Funds) typically pay certain fees to operating partners and other consultants (including consultants introduced or arranged by the Adviser and/or its affiliates that regularly provide services to one or more portfolio companies), and such fees do not offset or reduce the Management Fee as described herein. Operating partners generally make use of the Adviser resources or otherwise are associated with the Adviser. The Adviser and/or its affiliates reserve the right to agree to compensate certain of such persons to the extent portfolio company-related compensation falls below certain specified levels on an aggregate annualized basis, or provide other compensation. Operating partners generally receive investment opportunities, reimbursements and other compensation that do not offset or reduce the Management Fee of any Fund, as described herein. Although the use of operating partners and the allocation of compensation paid to them by the Adviser, its affiliates and/or the portfolio companies subjects the Adviser and/or its affiliates to potential conflicts of interest, the Adviser believes that such potential conflicts may be reduced by the potential cost savings to portfolio companies (which is expected to be to the benefit of the applicable Fund(s)) and/or if the services of the operating partner align with the Adviser's model for the portfolio company and improve portfolio company performance. Although the Adviser seeks to retain operating partners with a view to reducing costs to portfolio companies (and, ultimately, the Funds) and/or improving portfolio company performance, a number of factors may result in limited or no cost savings from such retention. The Adviser also seeks to reduce potential conflicts of interest resulting from such arrangements by structuring compensation packages for such persons in a manner that the Adviser believes will align such persons' interests with those of the Funds' Limited Partners, and seeks to retain only operating partners and service providers which it believes provide services that will create value, while providing them with competitive compensation and other benefits commensurate with their experience and perceived ability to create value. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lesser cost.

The Adviser and/or its affiliates reserve the right to employ personnel with pre-existing ownership interests in portfolio companies owned by the Funds or other investment vehicles advised by the Adviser and/or its affiliates; conversely, current or former personnel or executives of the Adviser and/or its affiliates may from time to time serve in significant management roles at portfolio companies or service providers recommended by the Adviser. Similarly, the Adviser and/or its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and

portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, the Adviser and/or its affiliates, and/or the Funds or other investment vehicles they advise. The Adviser expects to be subject to a potential conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to such Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide the Adviser information about markets and industries in which the Adviser operates (or is contemplating operations) or will provide other services that are beneficial to the Adviser or one or more other Funds. For example, the Adviser reserves the right to cause a Fund to make payments to investment banks and/or other intermediaries, all or a portion of which is for the purpose of generating future deal flow for such Fund; however, there can be no assurance that such payments will result in future deal flow, and in certain cases, future deal flow may inure to the benefit of another or a successor Fund rather than the Fund making the payment. The Adviser expects to be subject to a potential conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between itself and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to a Fund or its portfolio companies.

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

The fact that the General Partner's profits interest is based on a percentage of net profits creates an incentive for the General Partner to cause the Funds to make riskier and more speculative investments or to hold an investment longer than otherwise would be the case. In addition, because the Funds have a fixed investment period after which capital from investors in a Fund may only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure creates an incentive to deploy capital when the Adviser may not otherwise have done so.

Since the Adviser is permitted to retain certain Supplemental Fees (as described under "Fees and Compensation") in connection with Fund investments, it expects to be subject to a potential conflict of interest in connection with approving transactions and setting such compensation. Additionally, the Adviser, its personnel, affiliates, operating partners or others designated by the Adviser expect from time to time to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable

offset provisions in the Governing Documents are applied (in the manner set forth in the Governing Documents, typically based on the then-present value of such securities), the Adviser and/or such other recipients will be permitted to retain such securities as Supplemental Fees, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or the Adviser or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund). In addition, because portfolio company securities typically represent newly issued incentive equity (whether in the form of common stock, warrants or options to buy common stock, or similar instruments), the receipt of compensation in the form of securities typically has the result of diluting a Fund's relative ownership of the portfolio company awarding such compensation.

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

The Adviser expects to institute a program under which portfolio companies owned by the Funds participate in purchasing, vendor or similar arrangements with the Adviser, its affiliates and other portfolio companies. Program participants expect to receive discounts negotiated with various vendors and service providers on a groupwide basis. Participants participate in the program without cost. The Adviser and its affiliates also expect to participate in the program and to receive similar benefits and discounts as the portfolio companies participating therein. No such amounts will offset or reduce the Management Fee. The Adviser believes the potential for conflicts relating to such arrangements is mitigated by the anticipated cost savings to portfolio companies (which is expected to be to the benefit of the applicable Fund(s)) that will result if the rates for goods and services are discounted relative to those widely available in the market.

From time to time the Adviser and/or its affiliates and personnel and persons selected by them expect to receive the benefit of "friends and family" and similar discounts from portfolio companies owned by the Fund under which such portfolio companies make their goods and/or services available at reduced rates. Because its portfolio companies are expected to offer such discounts to customers other than the Adviser and its affiliates as part of their standard commercial practices in an effort to expand their respective customer bases, the Adviser believes that the potential for conflicts of interest relating to such discounts is mitigated. The Adviser and its affiliates and personnel generally refrain from requesting or negotiating for such discounts in the ordinary course.

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

These conflicts do not purport to be a complete list or explanation of all actual or potential conflicts that may arise as a result of Motive's interest in the General Partner, and additional conflicts not yet known by the Adviser or Motive may arise in the future.

#### **DISCIPLINARY INFORMATION**

The Adviser and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

#### **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

The Adviser is affiliated with other CC Capital investment advisers, including General Partners and equivalent entities formed from time to time and subject to the Advisers Act pursuant to the Adviser's registration in accordance with SEC guidance. These entities operate as a single advisory business together with the Adviser and serve as managers or general partners of Funds and other pooled vehicles and generally share common owners, officers, partners, employees, consultants or persons occupying similar positions.

Certain CC Capital management persons and other persons affiliated with CC Capital have indirect interests in CC Capital SP, LP, which is the co-owner of the sponsor (together with Neuberger Berman Opportunistic Capital Solutions Master Fund LP, a fund affiliated with Neuberger Berman Investment Advisers LLC ("**Neuberger Berman**"), an investment adviser registered with the SEC) of CC Neuberger Principal Holdings II and CC Neuberger Principal Holdings I (together with any SPACs sponsored or co-sponsored by CC Capital and/or its affiliates in the future, the "**CC SPACs**"). CC Capital and/or its affiliates and management persons expect to sponsor additional CC SPACs with Neuberger Berman and its affiliates, and the Founder serves as a consultant to third-party SPACs. SPACs (including the CC SPACs) are blank check companies formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. While the SPACs (including the CC SPACs) are permitted to pursue an investment in any business or industry, one or more of such SPACs is expected to invest in the financial, technology and business services sectors. As noted above, this subjects the Adviser's principals to conflicts of interest with respect to investment opportunities. One or more of the SPACs (including the CC SPACs) also could potentially compete with the Funds' portfolio companies. As noted above, CC Capital and

its personnel are expected to hold equity interests in SPACs and/or their acquired companies, and/or serve on the boards of directors of such companies.

The Adviser expects to make investments on behalf of the Funds in financial services and technology companies. In particular, certain Funds including the Platform (either individually or in the aggregate with one or more other Funds) expect to indirectly own 25% or more of the securities of such financial services companies that are, or may become, during the course of the investment, (i) broker-dealers, (ii) investment advisers or financial planners, (iii) investment companies or other pooled investment vehicles, (iv) insurance companies or agencies, (v) pension consultants, (vi) sponsors or syndicators of limited partnerships, and/or (vii) futures commission merchants, commodity pool operators or commodity trading advisors. Certain Adviser professionals expect to serve on the board of directors of certain of such companies. The Adviser will provide a list of such financial services portfolio companies upon request.

### **CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

The Adviser has adopted the CC Capital Code of Ethics and Securities Trading Policy and Procedures (the “Code”), which sets forth standards of conduct that are expected of CC Capital principals and employees and addresses conflicts that arise from personal trading. The Code requires certain CC Capital personnel to report their personal securities transactions, prohibits or requires pre-clearance for CC Capital personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering, and prohibits CC Capital personnel from directly or indirectly acquiring beneficial ownership of securities with limited exceptions, without first obtaining approval from the CC Capital Chief Compliance Officer. In addition, the Code requires such personnel to comply with procedures designed to prevent the misuse of, or trading upon, material non-public information.

The Code includes, among other items, the following:

- Requirements related to confidentiality;
- Limitations on, and reporting of, gifts and entertainment;
- Pre-clearance of political contributions;
- Pre-clearance and reporting of employee personal securities transactions;
- Pre-clearance of outside business activities; and
- Protection of persons who engage in “whistle blowing” activities from retaliation.

On an annual basis, CC Capital requires all employees to certify that they are in compliance with the Code. A copy of the Code will be provided to any investor or prospective investor upon request to Matt Skurbe, the CC Capital Chief Compliance Officer, at 212-355-5515. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client’s interests in client eligible investments.

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

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

Principals and employees of the Adviser and its affiliates generally are expected to directly or indirectly own an interest in one or more Funds, including certain co-invest vehicles. To the extent that co-invest vehicles exist, such vehicles are expected to invest in one or more of the same portfolio companies as a Fund. Co-invest opportunities generally are also expected to be presented to certain affiliates of the Advisers, as well as third party investors and other persons, and such co-investments may be effected through co-invest vehicles, directly in a particular portfolio company or through an intermediate entity in a portfolio company's structure. Such co-investment opportunities generally will be allocated in the manner described under "Methods of Analysis, Investment Strategies and Risk of Loss."

The Adviser and its affiliates, principals and employees expect from time to time to carry on investment activities for their own account, for personal or employee investment vehicles and, potentially, for family members, friends or others who do not invest in a Fund, as well as give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for, any Fund, even though their investment objectives may be the same or similar. The Governing Documents and investment programs of certain Funds generally restrict, limit or prohibit, in whole or subject to certain procedural requirements, investments of certain other vehicles in issuers held by such Funds or give priority with respect to investments to such Funds. Some of these restrictions could be waived by investors (or their representatives) in such Funds or be subject to limitations (*e.g.*, by time or percentage of capital deployed).

In borrowing on behalf of a Fund, the Adviser is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of the Fund, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the relevant Fund's preferred return, is expected to have incentives to cause the Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when the Fund borrows, makes the relevant investment, or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce

the amount of preferred return to which the Limited Partners would otherwise be entitled had the General Partner called capital, and thus could result in the relevant General Partner receiving profits interest sooner than it would without borrowing. The relevant General Partner generally will not participate in a Fund-level borrowing facility (although it reserves the right to do so), and therefore generally will not bear the related costs attributable thereto, including interest expenses or costs payable, in which case such amounts will be borne solely by the Limited Partners. In addition, when the Management Fee is calculated as a percentage of invested capital, a Limited Partner may pay Management Fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to Limited Partners will be commensurate with such costs.

The Adviser will effect such borrowings consistent with a Fund's Governing Documents and in a manner it believes to be fair and equitable under the circumstances to the relevant Fund.

### **BROKERAGE PRACTICES**

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

If the Adviser sells publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by the Adviser. In such event, the Adviser will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, the Adviser reserves the right to consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; (iv) responsiveness to requests for trade data and other financial information; and (v) prior experience with the firm.

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

Consistent with the Adviser seeking to obtain best execution, brokerage commissions on client transactions are permitted to be directed to brokers in recognition of research furnished by

them. Such research services could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. As a general matter, research provided by these brokers would be used to service all of the Adviser's Funds. However, each and every research service may not be used for the benefit of each and every Fund managed by the Adviser, and brokerage commissions paid by one Fund may apply towards payment for research services that might not be used in the service of such Fund. Research services may be shared between the Adviser and its affiliates.

The Adviser will employ no agreement or formula for the allocation of brokerage business on the basis of research services; however, the Adviser in its discretion reserves the right to cause the Funds to pay such brokers a commission for effecting portfolio transactions in excess of the amount of commission another broker adequately qualified to effect such transactions would have charged for effecting such transactions. This generally arises where the Adviser has determined in good faith that such commission is reasonable in relation to the value of brokerage and research services received. In reaching such a determination, the Adviser would not be required to place or attempt to place a specified dollar value on the brokerage or research services provided by such broker.

The Adviser will periodically determine which brokers have provided research that has been helpful in the management of Funds. To the extent consistent with the Adviser's goal to obtain best execution for its clients, the Adviser reserves the right to seek to place a portion of the trades that it directs with the brokers who are identified through this process.

To the extent that the Adviser allocates brokerage business on the basis of research services, it expects to have an incentive to select or recommend broker-dealers based on the interest in receiving such research or other products or services, rather than based on its Funds' interest in receiving most favorable execution. The Adviser reserves the right to use "soft dollars" on behalf of the Funds within the safe harbor provided by Section 28(e) of the Securities Exchange Act of 1934, as amended.

The Adviser does not anticipate engaging in significant public securities transactions; however, to the extent that the Adviser engages in any such transaction, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for Funds are completed independently, The Adviser also reserves the right to purchase or sell the same securities or instruments for several Funds simultaneously. From time to time, the Adviser expects, but is not obligated, to purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or "batched" to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating Fund of the Adviser is favored over any other Fund. When an aggregated order is filled in its entirety, each participating Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. To the extent such orders are not batched, they may have the effect of increasing brokerage commissions or other costs.

When an aggregate order is partially filled, the securities purchased or sold will normally be allocated on a *pro rata* basis to each Fund participating in such buy or sell order in accordance with the amount of securities originally requested for such Funds.

The Funds generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to *pro rata* allocations are permissible provided the Adviser believes they are fair and equitable to its clients under the circumstances over time.

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

#### **REVIEW OF ACCOUNTS**

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

Each Fund generally will provide to its Limited Partners (i) annual GAAP audited and quarterly unaudited financial statements commencing with the first year in which the Fund makes an investment, (ii) annual tax information necessary for each Limited Partner's tax return and (iii) such other information as required by the Fund's Governing Documents.

#### **CLIENT REFERRALS AND OTHER COMPENSATION**

The Adviser 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 Governing Documents, this compensation may, in many cases, offset a portion of the Management Fees paid by such Fund. However, in other cases (*e.g.*, payments to operating partners or reimbursements for out-of-pocket expenses directly related to a portfolio company), these fees are in addition to Management Fees. *See* "Fees and Compensation."

The Adviser reserves the right from time to time to enter into solicitation arrangements pursuant to which it compensates third parties for referrals that result in a potential investor becoming a Limited Partner in a Fund. Any fees, compensation or expense reimbursements (including but not limited to placement agent travel, meal and entertainment expenses) payable to any placement agents or third-party solicitors generally will be borne by the relevant Fund(s) without offset against the Management Fee under the relevant Governing Documents. The Adviser

currently has retained Credit Suisse Securities (USA) LLC, a placement agent, to solicit commitments from investors in exchange for a percentage of the gross proceeds from interests sold (subject to exclusions for interests sold to certain investors), in addition to the reimbursement of certain expenses and a discretionary incentive fee.

### **CUSTODY**

As of the date of this filing, the Adviser does not have custody of client assets and therefore has not selected a qualified custodian. However, as of the date on which the Adviser has custody of client funds or securities, the Adviser will have selected at least one qualified custodian.

### **INVESTMENT DISCRETION**

The Adviser has discretionary authority to manage investments on behalf of each Fund. As a general policy, the Adviser does not allow clients to place limitations on this authority. Pursuant to the terms of the Governing Documents, however, the Adviser and/or its affiliates have entered, and expect to enter, into Side Letters with certain Limited Partners whereby the terms applicable to such Limited Partner's investment in a Fund are altered or varied, including, in some cases, the right to opt-out of certain investments for legal, tax, regulatory or other similar reasons. The Adviser assumes this authority pursuant to the terms of the Governing Documents and powers of attorney executed by the Limited Partners of such Fund.

### **VOTING CLIENT SECURITIES**

The Adviser has adopted the CC Capital Proxy Voting Policies and Procedures (the "**Proxy Policy**") to address how it will vote proxies, as applicable, for the Funds' (and any Fund's) portfolio companies. The Proxy Policy seeks to ensure that the Adviser votes proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. The Adviser generally believes its interests are aligned with those of each Fund's investors, for example, through the principals' beneficial ownership interests in such Fund and therefore will not seek investor approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that the Adviser may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, a Fund's advisory board is authorized to approve the Adviser's vote in a particular solicitation. The Adviser does not consider service on portfolio company boards by the Adviser personnel or the Adviser's receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines followed by the Adviser when voting proxies on behalf of a Fund. If Fund investors would like a copy of the Adviser's complete Proxy Policy or information regarding how the Adviser voted proxies for particular portfolio companies, please contact Matt Skurbe, the CC Capital Chief Compliance Officer, at 212-355-5515, and it will be provided to you at no charge.

### **FINANCIAL INFORMATION**

The Adviser does not require prepayment of management fees more than six months in advance or have any other events requiring disclosure under this item of the Brochure.