

Kieger Private Equity Legacy Fund I SCSp

AIFMD Disclosure Memorandum

November 2022

This document does not constitute an offer to sell or the solicitation of an offer to buy the interests/securities in any jurisdiction and no interests/securities shall be sold until all appropriate regulatory approvals have been obtained. The information contained in this document is subject to updating, completion, modification and amendment in final form.

Notice to Investors

Kieger Capital Partners S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) (the "RCS") is the managing general partner (*associé commandité gérant*) (the "General Partner") of Kieger Private Equity Legacy Fund I SCSp (the "Fund").

The Fund is a Luxembourg special limited partnership (*société en commandite spéciale*) formed and existing under the laws of the Grand Duchy of Luxembourg and shall be registered with the RCS.

FundRock Management Company S.A. is authorized and regulated by the Luxembourg *Commission de Surveillance du Secteur Financier* ("CSSF") as an alternative investment fund manager, and has been appointed by the General Partner as the alternative investment fund manager of the Fund (the "AIFM"). The AIFM is the issuer of this AIFMD disclosure memorandum (this "Memorandum") in accordance with Article 23 of the European Union ("EU") Alternative Investment Fund Managers Directive 2011/61/EU (the "AIFMD" or the "AIFM Directive") The AIFM is acting only for the Fund and is not responsible for advising recipients of this Memorandum or any other person or for providing them with the protections which would be given to those who are clients of the AIFM under the rules of the CSSF.

Kieger AG, a company incorporated under the laws of Switzerland, with its registered office at Limmatstrasse 264, 8005 Zürich, Switzerland, registered with corporate number CHE-114.436.143 and regulated by the Swiss Financial Market Supervisory Authority, FINMA, will be appointed by the AIFM as the investment manager (the "Investment Manager") of the Fund.

The Fund will be made available to selected professional investors as defined in the AIFM Directive in the European Economic Area ("EEA") and, at the discretion of Kieger Capital Partners SARL (the "General Partner"), also to other investors where permitted.

Solely with respect to marketing within the EEA, the interests in the Fund (the "Interests") are intended for professional investors within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments ("MiFID"). For these purposes, a professional investor is an investor who possesses the experience, knowledge and expertise to make its own investment decisions and properly assesses the risks that incur and meets the criteria laid down in Annex II of MiFID, (e.g. credit institutions; investment firms; other authorised or regulated financial institutions; insurance companies; collective investment schemes and management companies of such schemes; pension funds and management companies of such funds; commodity and commodity derivatives dealers; locals or other institutional investors); it is not intended that any key information documents ("KID") for packaged retail investment and insurance products ("PRIIP") will be produced for the Fund.

In making an investment decision investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended by the CSSF or by any US federal or state or non-US securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except with the consent of the General Partner, and as permitted under the Securities Act and the applicable state or non-US securities laws, pursuant to registration or exemption therefrom. The transferability of an Interest will be further restricted by the terms of the Fund's Limited Partnership Agreement (the "Partnership Agreement"). It is not intended that the Interests will be admitted to trading

on any investment exchange or other trading venue. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

This Memorandum has been prepared solely for the information of the recipient in connection with the consideration of a purchase of an Interest, should be treated in a confidential manner, and may not be reproduced, provided to others, or used for any other purpose.

No offering literature or advertising in any form is being employed in the offering of the Interests other than this Memorandum and the information attached to the subscription agreement to the Partnership Agreement (the "Subscription Agreement"). No person has been authorized to make representations or give any information, with respect to the Interests, except the information contained herein and any supplemental information specifically referenced herein, and, if given or made, such information or representation not contained herein or therein must not be relied upon as having been authorized by the General Partner, the AIFM, the Fund, or the Investment Manager

Investment in the Interests will involve significant investment risks, including risk of loss of the entire investment. Potential investors should pay particular attention to the information under the heading "Certain Investment Considerations and Risks" in Section 4 of this Memorandum. Investors will be required to represent that they meet certain financial requirements and that they are familiar with and understand the terms, risks, and merits of the investment.

Certain information contained in this Memorandum constitutes "forward looking statements" which can be identified by such terminology as "may," "will," "should," "expect," "anticipate," "project," "estimate," "intend," "replicate," "continue," "believe," and other words and phrases of similar import. Due to numerous risks and uncertainties, events and circumstances may unfold or come to pass in a manner materially different than anticipated, reflected, or contemplated in such forward looking statements.

Except as otherwise indicated, this Memorandum speaks as of the date hereof. Neither the delivery of this Memorandum nor any sale of the Interests shall create any implication that the information contained herein is correct as of any time subsequent to such date or that there has been no change in the affairs, prospects, or attributes of the Fund or the financial information stated herein since the date hereof or such other date indicated herein. In accordance with Article 23 of the AIFM Directive, in the event of material changes to the information disclosed in this Memorandum pursuant to Article 23, this Memorandum will be updated.

Definitions

Capitalized terms used herein but not defined, shall have the same meaning as in the Partnership Agreement. Without prejudice to the foregoing, the following terms, used throughout this Memorandum, have the following meanings:

"Follow-On Investments" means investments of the Fund made after the close of the Commitment Period in or related to other existing Investments, which are designed to preserve or enhance any such other existing Investments.

"Permitted Investments" means equity, equity-related or equity-linked investments (including but not limited to co-investments, minority investments, direct investments, shareholder loans and other investments in capital structures which have similar characteristics to equity), partnership interests in private equity funds or equivalent investments (including but not limited to new subscriptions and the acquisition of existing interests on the secondary market), debentures, convertible securities, options, warrants, promissory notes or other securities or similar debt instruments.

"Portfolio Entities" means any Person in which the Fund (or an Intermediate Holding Vehicle) as applicable) has invested, together with its subsidiaries, in accordance with the Partnership Agreement.

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1 Executive Summary

The Fund has been established as a special limited partnership (*société en commandite spéciale*) organised under the laws of the Grand Duchy of Luxembourg.

FundRock Management Company S.A., a company incorporated in Luxembourg (with registered number B104196) whose registered office is at 33 rue de Gasperich, L-5826 Hesperange, Grand Duchy of Luxembourg (the "AIFM"), has been appointed to act as the alternative investment fund manager of Kieger Private Equity Legacy Fund I SCSp (the "Fund"). The AIFM will, in particular, provide portfolio management, risk management and administrative services to the Fund.

The AIFM has delegated portfolio management of the Fund to Kieger AG.

The Fund will be governed by the Partnership Agreement, which has been executed by and among:

- 1 Kieger Capital Partners SARL, a Luxembourg private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, as the general partner (*associé commandité gérant*) of the Fund (the "General Partner"); and the Limited Partners, being:
- 2 Kieger Strategic Allocation I Fund;
- 3 Kieger Strategic Allocation II Fund; and
- 4 Kieger Strategic Allocation III Fund.

each of the Limited Partners are subfunds of Kieger Fund I, a mutual fund (*fonds commun de placement*) established on 5 February 2009 under the laws of the Grand Duchy of Luxembourg and registered with the RCS under number K-103 ("Kieger Fund I"), being a specialised investment fund (*fonds d'investissement spécialisé*) and qualifying as an alternative investment fund within the meaning of the Luxembourg law of 12 July 2013 (the "AIFM Law")

The Fund will primarily hold a portfolio of assets which was previously held in Pollux Core Private Equity, L.P. Incorporated, a limited partnership which was established under the laws of Guernsey and which was registered in Guernsey under number 1522 (the "Predecessor Fund"). In essence the Fund will be a continuation vehicle for the Predecessor Fund, although the terms of the Fund and Predecessor Fund will not be identical.

The Limited Partners have subscribed to the Fund by contributing in kind their pro-rata share of the assets of the Predecessor Fund (collectively this pool of assets is the "Legacy Assets"). It is not expected that the Fund will make any further investments. The Fund's investments shall comprise equity which, for the avoidance of doubt, shall include (without limitation) partnership interests, equity-related or equity-linked investments (for example, shareholder loans and other investments in capital structures which have similar characteristics to equity), debentures, convertible securities, options, warrants, promissory notes or other securities or similar debt instruments.

The Fund will establish, and the investors will commit as limited partners (the "Limited Partners") to limited partnership interests (the "Interests") in the Fund. The term of the Partnership shall continue until 31 December 2024, subject to up to two extensions of two years each at the discretion of the General Partner, and which may be further extended with the consent of the Limited Partners, unless the Partnership is sooner terminated in accordance with the Partnership Agreement, subject to extension of up to two additional two year periods if the General Partner believes any such extension is required to enable an orderly liquidation of the

Partnership. The term of the Partnership may be further extended beyond the fourteenth anniversary of the Last Closing only with the written agreement of the General Partner and the Limited Partners.

2 Sustainable Finance Disclosure

The purpose of this section is to provide the partners of the Fund with the information to be made available to investors in accordance with article 6 of the Regulation on sustainability-related disclosures in the financial services sector (EU 2019/2088) (the “Sustainable Finance Disclosure Regulation” or “SFDR”) and EU Regulation on the Establishment of a Framework to Facilitate Sustainable Investment (Regulation (EU) 2020/852) the “Taxonomy Regulation”).

On 10 March 2021, the SFDR came into force and sets out a three-tier classification system under which a financial product, such as the Fund, identifies either as; (i) a financial product which has sustainable investment as an objective (Article 9 SFDR); (ii) a financial product which promotes environmental or social characteristics (Article 8 SFDR); or (iii) a financial product which neither qualifies as an Article 8 nor an Article 9 product.

The Fund is neither an Article 8 nor an Article 9 financial product and is therefore subject to Article 6 of the SFDR.

2.1 SFDR Disclosures

(a) The manner in which sustainability risks are integrated into investment decisions

A sustainability risk is an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment, including but not limited to, risks stemming from climate change, natural resource depletion, environmental degradation, human rights abuses, bribery, corruption and social and employee matters.

Sustainability is of paramount importance to the Investment Manager and Kieger AG is a signatory of the United Nations Principles for Responsible Investing and a member of Swiss Sustainable Finance since 2017. The Investment Manager’s responsible investment policy and further environmental, social and governance (“ESG”) related information can be found on the Investment Manager’s website.

The Investment Manager evaluates and integrates sustainability risks and other relevant ESG factors at multiple stages throughout the investment process. The Investment Manager considers this to be an important element in contributing towards long-term investment returns and an effective risk-mitigation technique. Sustainability risks are typically considered alongside traditional financial data and risks with the aim of informing investment research and taking a holistic view of an investment and its potential returns.

The Legacy Assets portfolio was constructed prior to the Fund coming into existence, and the Fund is not expected to make any additional investments, except for any Follow-On Investments. Thus, there is only a limited scope for the Investment Manager to take into account sustainability factors. To the extent that the Fund makes any Follow-On Investments, the Investment Manager shall consider sustainability risks and ESG.

(b) The results of the assessment of the likely impacts of sustainability risks on the return of the Fund

The Investment Manager believes its ESG-related research capabilities can help enhance portfolio performance, particularly in reducing exposure to countries, industries and economic sectors with material negative ESG results. Sustainability risks could have an adverse impact on the Fund’s Investments and returns, as referred to in the risk factors section in Section 4 of this Memorandum. The Fund’s Investments will be quite concentrated; while investment funds

which have a diversified portfolio benefit from the fact that the impact of a sustainability risk on any one investment is diluted by being only part of a wider portfolio, the impact of a sustainability risk on one of the Fund's Investments could be substantial. It is difficult to estimate the precise impact, since it would depend on the severity and nature of the sustainability risk.

(c) No consideration of adverse impacts on investment decisions

Neither the AIFM nor the Investment Manager consider the principal adverse impacts ("PAI") of investment decisions on sustainability factors for the purposes of the SFDR

The AIFM does not consider PAI at entity level as it falls under the 500 employees threshold at which financial market participants are required to comply with the SFDR's PAI regime, and because the AIFM relies on investment management delegates to make investment decisions. In addition, the AIFM considers that for some investment strategies (such as unlisted assets or in relation to assets located outside the EU) it might be difficult to access the information needed to evaluate PAI.

Although the Investment Manager seeks to integrate sustainability risk and other ESG factors into the investment process for the Fund, the Investment Manager does not consider the PAI of investment decisions on sustainability factors for the purposes of the SFDR. The Investment Manager has decided not to evaluate the PAI for the Fund, primarily because of the investment strategy of the Fund, which is to manage and divest the Legacy Assets. The Investment Manager has assessed that it will be difficult to obtain the information from the investee companies necessary to compile the PAI, and that there is limited utility in the PAI since while ordinarily an investment fund might divest from an investee company which negatively impacts on that fund's PAI, in the case of the Fund, the Fund already intends to divest itself from the Investments as a part of the process of winding down the Legacy Assets.

2.2 Taxonomy Regulation Disclosures

The Taxonomy Regulation is a piece of directly effective EU legislation that is applicable to the AIFM, and indirectly to the Fund. Its purpose is to establish a framework to facilitate sustainable investment. It sets out harmonised criteria for determining whether an economic activity qualifies as environmentally sustainable and outlines a range of disclosure obligations to enhance transparency and to provide for objective comparison of financial products for investors regarding the proportion of a fund's investments which will be made in environmentally sustainable economic activities.

An activity shall qualify as environmentally sustainable where that economic activity contributes substantially to one or more of the six environmental objectives, does not significantly harm any of those environmental objectives (the "do no significant harm" principle), is carried out in compliance with minimum safeguards set out in the Taxonomy Regulation, and complies with technical screening criteria established by the European Commission.

ESG is an essential component of the Investment Manager's philosophy, and it is possible that some of the Investments of the Fund will be in companies whose economic activities contribute to one of the environmental objectives listed in the Taxonomy Regulation. However, it is also possible that such investments may nonetheless fail to qualify as environmentally sustainable economic activities according to the strict criteria of the Taxonomy Regulation. Therefore, the investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

The Fund will keep this under review and in the event of a re-classification of the Fund under the SFDR, the General Partner will re-assess the Fund's alignment with the Taxonomy Regulation.

3 Disclosure pursuant to Article 23 AIFM Directive

An alternative investment fund manager who manages and markets an alternative investment fund ("AIF") within the EEA is required under Article 23 of the AIFM Directive to disclose certain information to investors before they invest in such AIF. The purpose of this section is to provide such disclosures.

3.1 Investment Strategy and Objectives (Article 23(1)(a) AIFM Directive)

- (a) Description of the investment strategy and objectives of the AIF

The Fund will pursue the investment strategy of managing and divesting the Legacy Assets.

- (b) **Information on where any master AIF is established and where the underlying funds are established if the AIF is a fund of funds**

The Fund is not a feeder fund to a master AIF. Permitted Investments of the Fund include investments in third-party managed private equity funds (provided that, in each case, such investments are in line with the investment objectives, investment focus, term and purpose), including without limitation funds managed or advised by affiliates of the Investment Manager and exchange-traded funds where the investment objective and strategy of such funds are consistent with those of the Fund.

- (c) **Description of the types of assets in which the AIF may invest, the techniques it may employ and all associated risks and applicable investment restrictions**

"Permitted Investments" means equity, equity-related or equity-linked investments (including but not limited to co-investments, minority investments, direct investments, shareholder loans and other investments in capital structures which have similar characteristics to equity), partnership interests in private equity funds or equivalent investments (including but not limited to new subscriptions and the acquisition of existing interests on the secondary market), debentures, convertible securities, options, warrants, promissory notes or other securities or similar debt instruments.

The General Partner shall from time to time determine the investment restrictions to which the Partnership shall be subject, taking into account (among other things and without limitation or obligation) the best interests of the Limited Partners as a whole, provided that the general principles of diversification, the investment objectives and the purpose of the Fund are at all times adhered to.

Associated risks are set out in more detail under "Certain Investment Considerations and Risks" below.

- (d) **Circumstances in which the AIF may use leverage, the types and sources of leverage permitted and the associated risks, any restrictions on the use of leverage and any collateral and asset reuse arrangements, and the maximum level of leverage which the AIFM are entitled to employ on behalf of the AIF**

The Fund may borrow on a short term basis (and not exceeding 180 days) or cause an Intermediate Holding Vehicle or Portfolio Entity to borrow money) in order to fund the acquisition of Investments, to meet any fees, costs, expenses or other liabilities of the Partnership, or otherwise to bridge any temporary cash-flow deficit, or to give guarantees, indemnities, covenants or other undertakings in respect of borrowings by Intermediate Holding Vehicle or Portfolio Entities, for any purpose of the Partnership and, in connection with such borrowings and guarantees the General Partner may make, issue, accept, endorse and execute promissory notes, drafts, bills of exchange and other instruments and evidences of indebtedness, and to secure the payment

thereof by mortgage, charge, pledge or assignment of or grant of a security interest in all or any part of the Partnership Assets provided that the aggregate amount of the Partnership's outstanding liabilities in relation to such borrowings or guarantees may not, at any time, exceed 20% of the NAV.

For the avoidance of doubt, the Fund shall not borrow money to finance payment of the Management Fee.

Under the AIFMD, the AIFM is required to set an overall leverage limit which measures the total exposure of the Fund against its net asset value. The AIFM has initially set this overall AIFMD leverage limit under both the gross and commitment methods at 110% (not taking into account any borrowing at the level of any special purpose vehicle, Intermediate Holding Vehicle or Portfolio Entity).

The AIFM may further increase without restriction the leverage limit and will inform the Limited Partners of any new overall fund leverage limit in accordance with Section 3.15 below.

The Fund currently does not foresee to enter into collateral and asset reuse agreements but is not prohibited from doing so in which case. Limited Partners will be informed in accordance with Section 3.15 below.

3.2 Description of the procedures by which the AIF may change its investment strategy or investment policy, or both (Article 23(1)(b) AIFM Directive)

A change to the Fund's investment strategy or investment policy as set out in the Partnership Agreement would constitute an amendment of the Partnership Agreement. Except in very limited circumstances, any amendment to the Partnership Agreement will require the consent of the General Partner and the Limited Partners.

3.3 Description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, on the applicable law and on the existence or not of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established (Article 23(1)(c) AIFM Directive)

Investors will become limited partners in a special limited partnership (*société en commandite spéciale*). The Partnership Agreement and the Subscription Agreement are governed by the laws of the Grand Duchy of Luxembourg. Disputes and claims arising in respect of the Partnership Agreement and the Subscription Agreement shall be referred to the courts of the city of Luxembourg.

Limited Partners should note that there are no legal instruments in Luxembourg required for the recognition and enforcement of judgments in Luxembourg.

3.4 Identity of the AIFM, the AIF's depositary, auditor and any other service providers and a description of their duties and the investors' rights (Article 23(1)(d) AIFM Directive); description of any delegated management function as referred to in Annex I of the AIFM Directive by the AIFM and of any safe-keeping function delegated by the depositary, the identification of the delegate and any conflicts of interest that may arise from such delegations (Article 23(1)(f) AIFM Directive) and any arrangement made by the Depositary to contractually discharge itself of liability (Article 23(2) AIFM Directive)

(a) The General Partner

Kieger Capital Partners S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 11, rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B249014 is the managing general partner (*associé commandité gérant*) of the Fund. The General Partner will, on behalf of the Fund, appoint the AIFM to act as AIFM and provide inter alia portfolio and risk management services in relation to the Fund. The General Partner is responsible for representing the Fund and will supervise the AIFM in the performance of its duties, noting that the AIFM will fully delegate the management of the investments of the Fund to the Investment Manager. The General Partner shall be indefinitely liable for all liabilities of the Fund exceeding the Fund's assets in accordance with Companies Law.

(b) The AIFM

FundRock Management Company S.A. will act as the alternative investment fund manager of the Fund with responsibility for its portfolio management and risk management under the management agreement to be entered into between the General Partner, on behalf of the Fund, and the AIFM (the "Management Agreement"). The AIFM is a company incorporated in Luxembourg whose registered office is at 33, rue de Gasperich, L-5826 Luxembourg, Grand Duchy of Luxembourg and is registered with the RCS under number B104196. It is authorized and regulated as an AIFM by the CSSF and will be responsible for ensuring compliance with the rules of the AIFM Directive as implemented in Luxembourg.

The AIFM is responsible for portfolio management, risk management, marketing functions and monitoring of the assets of the Fund, and has full discretionary authority over the acquisition, holding and disposition of the Fund's assets, with power to undertake other transactions on behalf of the Fund in accordance with the Fund's investment policies and the Partnership Agreement and in compliance with the rules under AIFM Directive as currently implemented and applicable in Luxembourg (or any successor rules applicable to the AIFM). The AIFM will delegate portfolio management, marketing, and certain administrative services to the Investment Manager. Limited Partners have no right to participate in the making of investment decisions, although they may express their wishes and provide their opinion on the investment strategy of the Fund through their participation as LP Representatives. The Limited Partners will be relying entirely on the judgment and ability of the Investment Manager with respect to all investment decisions.

The AIFM's duties under the Management Agreement are owed to the Fund as a whole rather than directly to the Limited Partners, whether individually or in groups. The General Partner is responsible under the Partnership Agreement for representing the Fund in its dealings with the AIFM.

Under Luxembourg law and regulation, the AIFM is subject to certain regulatory duties and obligations such as to, at all times (a) act honestly, with due skill, care and diligence and fairly in conducting its activities; (b) act in the best interests of each AIF or the investors of each AIF it manages and the integrity of the market; (c) have and employ effectively the resources and procedures that are necessary for the proper performance of its business activities; (d) take all reasonable steps to avoid conflicts of interest and, when they cannot be of interest in order to prevent them from adversely affecting the interests of each AIF and its investors and to ensure that each AIF it manages is fairly treated; (e) comply with all regulatory requirements applicable to the conduct of its business activities so as to promote the best interests of each AIF or the investors of each AIF it manages and the integrity of the market; and (f) treat all AIF investors fairly.

A right of action under the Luxembourg investor compensation scheme (*Système d'indemnisation des investisseurs Luxembourg*), (the "SIIL") in relation to these

regulatory duties of the AIFM is only available to investors being a person who is not an "other professional investor" (who are excluded investors under the SIIIL)

(c) Investment Manager

The AIFM will appoint the Investment Manager as its delegate for the portfolio management of the Fund. The Investment Manager will manage the portfolio of assets in the Fund, primarily by monitoring the performance of the assets, liaising with Portfolio Entities, and identifying opportunities for the Fund to divest its assets over time. The Investment Manager may have various conflicts of interests through acting as the Investment Manager of the Fund while also managing other investment funds which may be in competition with the Fund or with which the Fund may enter into transactions. The Investment Manager will manage all such conflicts in accordance with its conflicts of interests policy.

(d) Administrator

The General Partner, acting on behalf of the Fund will appoint Northern Trust Global Services SE (the "Administrator") to act as the Fund's administrative agent and to provide the Fund with administrative services (including administration functions and activities related to the assets of the Fund, and other services necessary to meet the fiduciary duties of the General Partner, and administration activities), which administrative services may be delegated to third parties upon agreement of the General Partner.

(e) The Depositary

Northern Trust Global Services SE (the "Depositary") will be appointed to act as depositary of the Fund pursuant to an agreement to be entered into between the General Partner, the AIFM and the Depositary (the "Depositary Agreement"). The Depositary will be responsible for safekeeping the Fund's investments, including holding in custody those investments which are required to be held in custody and verifying ownership (on the basis of evidence provided by the Investment Manager and AIFM) and keeping records of the Fund's other investments, and for cash monitoring. It will also have certain supervisory responsibilities in relation to compliance with law and regulation, the issue of Interests, valuation of Interests, and remittance of consideration to the Fund in relation to investment transactions and the proper application of the income of the Fund.

To the extent that the Depositary delegates any of its functions as depositary, it will not be permitted to delegate any of its functions apart from (i) custody, if it provides a list of its sub-custodians and agents to the AIFM; and (ii) the function of verification of ownership of assets. It has not notified the AIFM of any proposed delegation of its verification function. In case the Depositary delegates these functions, it shall respect and comply with all the requirements for the delegation of its custody tasks and verification of ownership of assets as set out in article 21 of the AIFM Directive.

Most of the investments of the Fund will not be of a kind which is required to be held in custody by the Depositary. If and to the extent that the Depositary holds any Financial Instruments (as defined in the AIFM Directive and in the MiFID) in custody for the Fund, then, in the event of loss of those Financial Instruments the Depositary will be obliged to return to the Fund Financial Instruments of an identical type, or the corresponding amount of money, unless it can demonstrate that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Fund will agree to limit the Depositary's liability to the maximum extent permitted under the AIFM Directive and indemnify the Depositary against losses it suffers except

for any loss resulting from the Depositary's negligence, intentional failure, fraud or failure to satisfy its obligation of due skill, care and diligence as provided in the Depositary Agreement or the failure of any agent of the Depositary to satisfy the same standard of care, or any loss for which the Depositary is liable under the AIFM Directive.

The Depositary may delegate any of its safe-keeping functions. No conflict of interest is currently expected to arise from any such potential delegation. The Depositary Agreement includes rules on the limitations on liability of the Depositary. The Depositary has provided for the discharge of liability under Articles 21(13) and 21(14) of the AIFM Directive in the event that a delegation of custodial services is made. The effectiveness of this discharge will depend on whether any proposed delegate accepts liability. The AIFM will inform investors of any changes with respect to depositary liability without delay.

(f) External Valuer

The AIFM will appoint Kieger AG as the external valuer (the "External Valuer") of the Fund. The External Valuer is independent of the AIFM and will be responsible for providing valuations to be used in the calculation of the net asset value of the Fund.

The External Valuer is required to perform the valuation function impartially and with all due skill, care and diligence, and will be liable under the AIFM Law, for any losses suffered as a result of the External Valuer's negligence or intentional failure to perform its tasks.

(g) Auditor

Ernst & Young, *société anonyme*, Luxembourg, with its registered address at 35E, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, will act as auditor to the Fund. The auditor is responsible for auditing the Fund's annual financial statements.

Under the terms of their engagement, the auditors' responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and generally accepted accounting standards in Luxembourg ("Luxembourg GAAP").

(h) Investors' rights

Prospective investors should note that, absent a direct contractual relationship between a Limited Partner and the AIFM, the Investment Manager, the Depositary and the other relevant service providers, a Limited Partner will generally have no direct rights against the AIFM, the Investment Adviser, the Depositary and the other relevant service provider and there are only limited circumstances in which a Limited Partner in its capacity as a Limited Partner, can potentially bring a claim against them. Instead, the proper plaintiff in an action in respect of which a wrongdoing is alleged to have been committed against the Fund is, *prima facie*, the Fund itself.

3.5 Description of how the AIFM covers professional liability risks (Article 23(1)(e) AIFM Directive)

In accordance with its obligations under the AIFM Directive as implemented and applicable in Luxembourg, the AIFM maintains its own funds, in liquid assets, equal to at least 0.01% of the value of AIF portfolios it manages in order to cover potential liability risks arising from professional negligence. The AIFM also maintains normal professional indemnity insurance.

3.6 Description of the AIF's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets (Article 23(1)(g) AIFM Directive)

The Fund does not currently hold any assets and accordingly no calculation has yet been undertaken of the value of the net assets or of Interests of investors.

The AIFM is, under the oversight of the General Partner and in accordance with the AIFM's valuation policies, responsible for the valuation of the assets of the Fund and Interests of investors in accordance with the provisions of section 8 of the Partnership Agreement. The AIFM will appoint the Investment Manager as an external valuer within the meaning of the AIFM Law. The External Valuer will provide valuations of certain unlisted or hard-to-value investments. The External Valuer will adopt appropriate measures and procedures to manage the conflict of interest inherent in acting both as the Investment Manager and as the External Valuer. In particular, the External Valuer will ensure the valuation function is separate from its portfolio management activities and that all valuations are approved by its internal valuation committee. Alterations to the General Partner's valuation policies are subject to approval by the AIFM and the LP Representatives.

3.7 Description of the AIF's liquidity risk management, including the redemption rights both in normal and in exceptional circumstances, and the existing redemption arrangements with investors (Article 23(1)(h) AIFMD)

The Fund is closed-ended and investors will not have rights to redeem their Interests or withdraw capital other than the limited circumstances provided for in the Partnership Agreement.

Accordingly the principal liquidity requirements of the Fund are those required to make investments, including meeting commitments to investments, and to discharge the Fund's liabilities for any borrowing undertaken, although as the Commitment Period has closed, it is not expected there will be any material requirements for the Fund to fund any commitments or make any Follow-On Investments.

The Depositary tracks and monitors all cash flows of the Fund, as well as all commitments, purchases, and amounts to be paid and received. These figures are reconciled on a regular basis and exceptions reported to the AIFM's Risk Management personnel. As the Commitment Period will close soon after the establishment of the Fund, the General Partner ordinarily will not require a drawdown from investors, but under the Partnership Agreement, the General Partner may draw down capital after the expiration of the Commitment Period to, for example, make a Follow-On Investment. Where appropriate the General Partner may also make use of borrowing facilities and temporary investments to manage the Fund's liquidity.

3.8 Description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors (Article 23(1)(i) AIFMD)

The investors will bear directly or indirectly all fees, charges and expenses in accordance with Section 6 of the Partnership Agreement.

There are certain fees, charges and expenses that will be borne directly or indirectly by the Fund (and therefore by the investors) that cannot be readily quantified in advance as they depend on numerous factors, such as the nature of the underlying transaction, holding and disposition of the investments made by the Fund or the degree of appropriate involvement of professional advisers and other service providers. Accordingly, no maximum amount is provided for.

3.9 Description of how the AIFM ensures a fair treatment of investors and, whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with the AIF or AIFM (Article 23(1)(j) AIFM Directive)

To ensure fair treatment, all Limited Partners invest on the terms of the Partnership Agreement. The Fund is intended for professional investors who are able to understand and bear the risk of possible loss of all their investment. The AIFM considers that the principal elements of fair treatment of such sophisticated investors are compliance with the terms of the Partnership Agreement, which are fully negotiated and agreed with investors on an arm's length basis, and clear disclosure of the nature and risks of investment in the Fund in order to enable investors to make informed decisions and keep their portfolios under review. It is committed to full and clear reporting to investors. Conflicts of interest which arise in relation to the Fund's investments may be referred to the LP Representatives. The interaction with the LP Representatives, which will be made up of representatives of the Limited Partners, is an important element of the AIFM's fair treatment policies, not only in order to address potential conflicts of interest but also to approve changes in the AIFM's valuation policies and certain transactions and settlements and to be available for the AIFM and the Investment Manager to consult on other matters relevant to the Fund, and where appropriate, jointly with the LP Representatives of other funds and accounts managed by members of the Investment Manager.

Where relevant the AIFM also ensures that the Investment Manager applies its best execution policy to investment transactions to ensure that it obtains the best possible result for the Fund, bearing in mind the characteristics of the Fund, the nature of the investments it makes and the limited range of execution venues on which an order can be executed.

3.10 Latest annual report referred to in Article 22 (Article 23(1)(k) AIFM Directive)

The Fund is newly formed. Accordingly, it does not yet have a net asset value and has not yet prepared any annual reports. However, in advance of the Fund's first net asset value and first annual report becoming available, the Limited Partners who have subscribed to the Fund by way of contributing their pro rata share of the assets of the Predecessor Fund have access to the most recent net asset value and the accounts of the Predecessor Fund prior to the contribution in kind of the assets of the Predecessor Fund to the Fund.

Within six months after the end of each Fiscal Year, the General Partner will use commercially reasonable efforts to send or make available to each partner of the Fund audited financial statements for the Fund prepared in accordance with Luxembourg GAAP and in compliance with the AIFM Directive. The first annual report of the Fund as required under the AIFM Directive will be prepared for the period ending 31 March 2024.

3.11 Procedure and conditions for the issue and sale of units or shares (Article 23(1)(l) AIFM Directive)

A private offering of Interests is being made to select professional investors. The Interests are being offered subject to prior sale and to the withdrawal, cancellation, or modification of the offering without notice, and to the further conditions set forth herein.

Each Partner's capital commitment shall be set forth on a register which will be maintained or caused to be maintained by the General Partner and will contain the information required under article 320-1(6) of the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time, and shall be available to be

drawn upon by the General partner after the initial closing of the Fund. The General Partner may establish different Classes, and may re-designate Interests as belonging to a particular Class, in the Fund in future in accordance with the Partnership Agreement, with such Classes being distinguished by separate terms such as different fees to be borne by the holders thereof.

In order to subscribe for an Interest, a prospective investor must sign and complete a Subscription Agreement and provide documentation to the General Partner and/or the Administrator in order to satisfy its "customer due diligence"/anti-money laundering obligations. The General Partner may accept or reject a subscription for an Interest in its sole discretion.

3.12 Latest net asset value of the AIF or the latest market price of the unit or share of the AIF (Article 23(1)(m) AIFM Directive)

The Fund is not yet launched; no net asset value is yet available as of the date of this Memorandum. However, as noted above, in advance of the calculation of the Fund's first net asset value, the Limited Partners who have subscribed to the Fund by way of contributing their pro rata share of the assets of the Predecessor Fund have access to the most recent net asset value of the Predecessor Fund prior to the contribution in kind of the assets of the Predecessor Fund to the Fund.

3.13 Where available, the historical performance of the AIF (Article 23(1)(n) AIFM Directive)

The Fund is newly-established and hence no historic performance information is available for the Fund. However, as the Fund is being formed essentially as a continuation of the Predecessor Fund, the Limited Partners may wish to regard the results of the Predecessor Fund as being equivalent to the historical performance of the Fund.

3.14 Identity of the prime broker and a description of any material arrangements of the AIF with its prime brokers and the way the conflicts of interest in relation thereto are managed and the provision in the contract with the depositary on the possibility of transfer and reuse of AIF assets, and information about any transfer of liability to the prime broker that may exist (Article 23(1)(o) AIFM Directive)

Due to the nature of the Fund's investment strategy, the Fund will not use a prime broker and, as such, the Fund has not appointed a prime broker.

3.15 Description of how and when the information required under Article 23(4) and (5) AIFM Directive will be disclosed (Article 23(1)(p) AIFM Directive)

Information in respect of the Fund required to be disclosed pursuant to Article 23(4) and (5) of the AIFM Directive will be made available to each Limited Partner as follows:

- The percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature: - not applicable in relation to the Fund.
- Any new arrangements for managing the liquidity of the Fund are unlikely to arise, but in the event that there are any new arrangements, - a disclosure notice shall be delivered to each Limited Partner without undue delay.
- The current risk profile of the Fund and the risk management systems employed by the AIFM to manage those risks – this shall be set out in each annual report of the Fund.

- Any changes to the maximum level of leverage which the General Partner may employ on behalf of the Fund, as well as any right relating to the reuse of collateral or any guarantee granted under the leveraging arrangement – this information shall be delivered to each Limited Partner without undue delay in a disclosure notice.
- The total amount of leverage employed by the Fund – this shall be disclosed in each annual report.

3.16 Information required to be disclosed pursuant to the EU Securities Financing Transactions Regulation (Regulation (EU) No. 2015/2365)

The Fund does not intend to invest in total return swaps or enter into securities financing transactions within the meaning of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012.

4 Certain investment and risk considerations

The Fund is subject to investment, economic, operational, tax and structural risk factors which are standard for a collective investment vehicle. The following is an overview of the principal risks of investing in the Fund, but it is not intended to be exhaustive list of all of the risk factors which may be applicable.

4.1 Risks relating to the Fund

(a) Lack of operating history

The Fund has no operating history and has been established in order to make investments of the type described in the Memorandum. Although the Investment Manager previously managed the Predecessor Fund, the terms and the service providers of the Fund will not be identical to the Predecessor Fund.

(b) Lack of investor control

Investors will have no opportunity to control the day-to-day operations of the Fund (which include investment and divestment decisions). In order to maintain their limited liability status with respect to the liabilities and obligations of the Fund, investors must rely entirely on the General Partner to conduct and manage the affairs of the Fund.

The AIFM intends for the Investment Manager to exercise the voting and other rights of the Fund in the underlying investments, including Portfolio Entities. While the Investment Manager may solicit or receive recommendations of the LP Representatives in relation to voting in Portfolio Entities, it may not always be possible for the Investment Manager to vote according to the wishes of individual Limited Partners, and the Investment Manager may be forced to vote all interests in Portfolio Entities in aggregate rather than according to the wishes of individual Limited Partners.

(c) Limitations on investor's limited liability

Pursuant to Luxembourg law, the liability of a Limited Partner (*associé commanditaire*) of the Fund is limited to its commitment (*apport*), subject to any contractual arrangements which would increase its liability, provided that such Limited Partner does not carry out acts of management (*actes de gestion*) vis-à-vis third parties. A Limited Partner cannot undertake any act of management vis-à-vis third parties and shall be jointly and severally liable vis-à-vis third parties for any commitments of the Fund in which it participated in violation of such prohibition. A Limited Partner shall also be jointly and severally liable with the General Partner and the Fund to third parties for commitments in which it did not participate if it has regularly carried out acts of management vis-à-vis third parties.

The liability of a Limited Partner may be unlimited when such Limited Partner or any person for whose debts, liabilities or obligations such Limited Partner could be liable (whether through guarantees, undertakings, financial instruments or otherwise) (i) has interfered with or will interfere in any way with, or has taken or will take any active or direct influence in the management, operations or business of the Fund, or has availed or will avail itself of any powers of the General Partner, the AIFM or the Investment Manager in any way (whether directly or indirectly) (ii) has created or will create the appearance that such Limited Partner is the real contracting party with respect to any contracts or transactions entered into by the Fund, or (iii) has caused or will cause (a) third parties to reasonably assume that it will be liable for the debts, liabilities or obligations incurred in the Fund, or enable the Fund to pay its debts, liabilities or

obligations or (b) the Fund to appear more creditworthy than it is in reality including, but not limited to, by causing unreasonable or excess distributions to be distributed.

(d) Investors will not have any direct interest in a portfolio investment

The offering of the interests in the Fund does not constitute a direct or indirect offering of interests in Portfolio Entities. Limited Partners in the Fund will not directly be investors in Portfolio Entities, nor will they be limited partners in the underlying funds in which the Fund will invest, will have no direct interest in such Portfolio Entities or underlying funds and will have no voting rights in, or standing or recourse against, any such Portfolio Entities or funds. Moreover, none of the Limited Partners will have the right to participate in the control, management or operations of any Portfolio Entity or underlying fund or have any discretion over the management of any Portfolio Entity or underlying fund by reason of their investment in the Fund.

(e) Carried interest arrangements

The existence of carried interest arrangements in the Fund for the benefit of the Investment Manager and its affiliates based on a percentage of the return of the Fund, may reduce the return received by the Limited Partners. The carried interest arrangements may also create an incentive for the Fund to hold investments longer than it otherwise would if there was no performance based compensation.

The carried interest arrangements of the Fund may extend to include assets which previously belonged to the Predecessor Fund, and thus Limited Partners may indirectly pay for outperformance on such assets while not benefiting from such outperformance unless they otherwise continue to have an interest in such assets outside of the Fund.

(f) Valuation by the AIFM and Portfolio Entities

The fair value of all investments or of property received in exchange for any of the Fund's investments will be determined by the AIFM in accordance with the AIFM's valuation policy, which will be adopted as the valuation policy of the Fund. The valuation of the assets of the Fund will be carried out in good faith in accordance with the principles of Luxembourg GAAP. However, as the investments of the Fund will not be publicly traded, there may not be ready value for such investments, and it may require an element of discretion and subjectivity instead to value such investments. Accordingly, the carrying value of an investment may not reflect the price at which it could be sold in the market, and the difference between the carrying value and the ultimate sales price could be material. The AIFM has appointed Kieger AG as the External Valuer of the Fund within the meaning of the AIFM Law. The External Valuer is responsible for the valuation of the assets of the Fund, in accordance with the provisions of the alternative investment fund external valuation agreement between the AIFM and the External Valuer. The AIFM remains ultimately responsible of the valuation function in accordance with article 19(10) of the AIFMD. The AIFM and the External Valuer have conflicts of interest in determining such valuations, as it affects both reported performance as well as the calculation and timing of the Carried Interest payable to the Carry Limited Partner and the management fees payable to the AIFM and the Investment Manager. The valuation of investments may also affect the ability of the Investment Manager to raise Successor Funds. As a result, there are circumstances where the External Valuer is incentivized to determine valuations that are higher than the actual fair value of Investments.

4.2 Risks relating to the Investment Strategy of the Fund

(a) General investment risks

Nature of Investment

An investment in the Fund requires a long-term commitment with no certainty of any return, including return of capital. Although investments are generally expected ultimately to generate cash flow, there may be little or no near term cash flow available to Limited Partners. Since the Fund may only make a limited number of investments and since many of the investments may involve a high degree of risk, poor performance by a few of the investments could severely affect the total return to Limited Partners.

Duplication of costs

The Fund is an aggregator vehicle which pools the contributions of a number of investors, some of which many themselves be collective investment vehicles.

The Fund and the underlying funds in which it invests impose management and/or administrative costs, expenses and performance allocations. This will result in greater expense to the investors than if such costs, expenses and allocations were not charged by the Fund and investors were able to invest directly in the underlying funds in which the Fund invests or the portfolio companies of those underlying funds.

Lack of Regulation of investee collective investment schemes

The Fund will be invested in underlying collective investment schemes which are unregulated and which will not provide a level of investor protection equivalent to schemes authorised under Luxembourg laws and subject to Luxembourg regulations and conditions. Investment in unregulated investment funds involves special risks that could lead to a loss of all or a substantial portion of such investment.

Termination of the Fund's interest in an underlying fund

The general partner or manager of an underlying fund may, among other things, terminate the Fund's interest in such underlying fund if the Fund fails to satisfy any capital call by that underlying fund or if the general partner or manager of that underlying fund determines that the continued participation of the Fund in the underlying fund would have a material adverse effect on the underlying fund or its assets. The Fund may fail to meet a capital call if a Limited Partner fails to honour a capital call by the Fund and such shortfall cannot be made up by the other Investors, a new investor, a borrowing, the AIFM or otherwise.

Reliance on management

While it is the intent of the Fund to invest in Portfolio Entities with proven management in place, and in underlying funds with proven investment fund managers and which in turn invest in companies with proven operating management in place, there can be no assurance that such management will continue to operate successfully. Although the Investment Manager will monitor the performance of each Portfolio Entity and underlying fund and investment, it will rely upon management to operate the Portfolio Entities, underlying funds and their portfolio companies on a day-to-day basis.

Underlying funds invest independently

The underlying funds in which the Fund will invest generally invest wholly independently of one another and may at times hold economically offsetting positions. To the extent that such underlying funds hold such positions, considered as a whole they may not achieve any gain or loss despite incurring fees and expenses in connection with such positions. In addition, a manager of such an underlying fund may be compensated based on the performance of its investments. Accordingly, there may often be times when a particular manager may receive incentive compensation in respect of its investments for a period even though the overall value of such underlying funds depreciated during such period.

General sector risk

The Fund invests in funds which further invest in portfolio companies which may involve a high degree of business and financial risk. Portfolio companies may be in an early stage of development, may not have a proven operating history, may be reliant on one or more key individuals, may be reliant on developing unproven technology, may be operating at a loss or have significant variations in operating results, may be engaged in a rapidly changing business with products subject to a substantial risk of obsolescence, may require substantial additional capital to support their operations, to finance expansion or to maintain their competitive position, or may otherwise have a weak financial condition or weak management. Companies in the target sectors can often be in receipt of governmental subsidies and/or tax concessions which can be removed, which can have substantial negative impact on their operations. Companies in the target sectors may be overly reliant on their reputations, the basis of which could prove to be fragile and vulnerable to rapid diminishment. In addition, these portfolio companies may face intense competitive pressures, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, and a large number of qualified managerial and technical personnel. Some companies in the target sectors will operate in niche sectors, generally with little or no competition, making such companies particularly vulnerable to the emergence of a competitor. The portfolio companies may also incur leverage that may have important adverse consequences. For example, portfolio companies may be subject to restrictive financial and operating covenants, and leverage may impair their ability to respond to changing business and economic conditions and to business opportunities.

Operating and financial risk of portfolio companies

The Fund's investments may involve credit risk, which is the risk that a Portfolio Entity will be unable to repay principal or interest on its outstanding debt when due. In this scenario, the Fund's return could be adversely impacted if a lender with debt senior to that of the Fund enforces its right to collateral or if the Portfolio Entity is forced to restructure. Financial performance of Portfolio Entities could deteriorate as a result of many factors, including adverse developments in their business, changes in the competitive environment or an economic downturn. As a result, Portfolio Entities may operate at a loss or have significant variations in operating results, may require substantial additional capital to support their operations or to maintain their competitive position, or may otherwise have a weak financial condition or experience financial distress. The Fund may invest indirectly, through the underlying funds, or directly, in securities of financially troubled companies and securities of highly leveraged companies. While these investments are likely to be particularly risky, they also may offer the potential for correspondingly high returns. Under certain circumstances, payments to the underlying funds and distributions by the underlying funds to their investors, including to the Fund, may be reclaimed on bankruptcy or insolvency if any such payment is later determined to have been a preferential payment.

Valuation

Market events and valuation issues may impact the Fund and the underlying funds, particularly given the nature of the investments made by the Fund, which are typically unlisted and for which regular valuations are therefore not readily available. The valuation methodology and timing may vary between the investments made by the Fund and therefore impact the valuation analysis of the Fund.

When the Fund liquidates a particular investment, the realized value may be more or less than the valuation of such assets as carried in the Fund's books and as used for various purposes under the Partnership Agreement, including for calculation of service providers' fees.

Lack of liquidity of the Fund's investments

The return of capital on investments and the realisation of gains, if any, will generally occur only upon the partial or complete disposition of an investment. Investments will generally be highly illiquid compared to other asset classes, and it is unlikely that there will be a public market for most of the investments made by the Fund.

Conflict of interests risks

The General Partner, the AIFM, the Investment Manager, the External Valuer, the Depositary and the other service providers of the Fund, and/or their respective affiliates, members, employees or any person connected with them may be subject to various conflicts of interest in their relationships with the Fund. The AIFM, the Investment Manager or their Affiliates may invest in, or manage or advise vehicles which invest in, the equity and debt of any given portfolio investment of the Fund, as a minority, majority or sole owner of the debt and/or equity of such portfolio investment. In this context, the AIFM, the Investment Manager and their Affiliates will seek to separate the respective teams managing and monitoring the equity and the debt investment in such portfolio investment and thereby prevent any adverse impact on the Fund and any potential conflicts of interest. The AIFM, the Investment Manager and their Affiliates may also manage or advise other fund vehicles with similar investment strategies. As a result an investment may be allocated between the Fund and other vehicles managed by the AIFM, the Investment Manager or their Affiliates. Such allocation will be done by the AIFM or the Investment Manager, as appropriate, as it deems fair and appropriate in accordance with its allocation policy from time to time having regard, inter alia, to the investment strategy, policy and focus, diversification limits and existing portfolio composition, remaining term of investment period and ability to extend such period, available undrawn commitments and ability to recycle/employ leverage (if applicable), applicable regulatory, legal or tax considerations; the nature of the contractual or other obligations owed by such fund to its investors and/or to third parties and the overall suitability for such potential investment opportunity. This may trigger conflicts of interests during the life of the deal depending in particular on the remaining life or investment period of the relevant fund vehicles. In certain circumstances, the Fund may be realising a portfolio investment at a time when other fund vehicles managed or advised by the AIFM, the Investment Manager or their Affiliates (or in which Affiliates of the AIFM or the Investment Manager invest in) are acquiring or retaining an investment in the respective portfolio investment. The Investment Manager shall not be required to adhere to the standard investment restriction of not acquiring shares with voting rights in an issuer which would enable it to exercise significant influence over its management. Accordingly, in certain circumstances the Investment Manager, on the Fund's behalf, may become involved in the affairs of a Portfolio Entity it is invested in as a stakeholder in the business. The participation and influence in the affairs of a Portfolio Entity by the Investment Manager on behalf of the Fund may give rise to potential conflicts of interest between the interests of the Fund and its Limited Partners and/or the interests of other holders of debt or equity interests in the Portfolio Entity. The AIFM and the Investment Manager shall aim to resolve any such potential conflicts fairly while at all times acting in the best interests of the Fund. Furthermore, the Investment Manager shall ensure that at all times that it exercises voting rights in respect of portfolio investments held by the Fund in accordance with the investment objective of the Fund. The AIFM and the Investment Manager each has in place effective strategies for determining when and how voting rights of the Fund are exercised, to the exclusive benefit of the Fund and its Limited Partners, in accordance with the requirements of the AIFM Directive. A summary description of the strategies and details of the actions taken on the basis of those strategies is available to the Limited Partners upon request.

(b) Financing of Portfolio Entities.

The Fund may lend or provide credit support to Portfolio Entities, directly or indirectly, and on a secured or unsecured basis. While secured loans may be over-collateralised, the Fund may be

exposed to losses resulting from default and foreclosure. Therefore, the value of the underlying collateral, the credit worthiness of the Portfolio Entity and the priority of any lien are each of great importance. The Fund cannot guarantee the adequacy of the protection of the Fund's interests, including the validity or enforceability of the loan and the maintenance of the anticipated priority and perfection of the applicable security interests. Enforceability by the Fund is complicated when collateral relates to assets which are essential to the continued operations of the Portfolio Entity, and where enforceability could therefore have the effect of worsening the ability of a Portfolio Entity to continue operations profitably. The Fund may have to convert debt to equity in a Portfolio Entity and there is no guarantee that such a conversion would be sufficient compensation for the debt which the Fund has given up in return.

(c) Co-investment

Co-investments are typically made by way of partnering transactions with one or more other financial sponsors. The Fund's execution of voting rights and the Fund's investment and divestment from a co-investment is typically bound to the discretionary decision of the financial sponsor of the co-investment. Risks similar to those outlined above may apply to co-investments.

(d) Disposal of the Legacy Assets

The Fund will seek dispose of the Legacy Assets and to wind down over the term of the Fund. The timeframe for this divestment process is uncertain, and will depend on many factors, some of which are out of the control of the General Partner, AIFM and the Investment Manager, such as general economic conditions and the existence of a market of willing buyers for the Legacy Assets. As the Fund disposes of the Legacy Assets, the Fund's portfolio will shrink in size and will become less diversified and more concentrated in fewer investments. As such, this concentration could have a negative impact on the investment returns of the Fund and will mean that the running costs of the Fund will be spread over a smaller number of assets. There is no guarantee that the Fund will be able to dispose of the Legacy Assets at attractive prices, and the Fund may be compelled to dispose of some of its assets at a discount to its book value.

(e) Contingent Liabilities upon disposition

In connection with the disposal of an Investment, the Fund may be required to make representations typical of those made in connection with the sale of any assets and may be responsible for the content of any disclosure documents under applicable securities laws. The Fund may also be required to indemnify the purchasers of such Investment or underwriters to the extent that any such representations or disclosure documents turn out to be inaccurate. These arrangements may result in contingent liabilities, which would be borne by the Fund. In that regard, Limited Partners may be required to return amounts distributed to them to pay for Fund obligations, including indemnity obligations, subject to certain limitations set forth in the Partnership Agreement, and only as permitted by applicable law. In addition, the Fund may potentially dispose of Portfolio Entities in public offerings. Such offerings can give rise to liability if the disclosure relating to such public offerings proves to be inaccurate or incomplete.

(f) Sustainability Risks

Sustainability risks may adversely impact the returns of the Fund. Sustainability risks may take different forms

Environmental risk

Climate-related and other environmental risks comprise both the physical impact of climate change on assets, and risks relating to the transition to a lower-carbon economy.

Physical risk

Financial assets and the economies of countries and geographical regions can be adversely impacted by extreme weather events such as flooding and forest fires, as well as gradual changes in climate, all of which can lead to deforestation, environmental degradation, water stress and loss of land in low-lying areas.

Transition risk

The process of adjustment to a lower-carbon economy may directly or indirectly impact the value of the Fund's assets. The adoption of climate and environmental public policies, technological changes or changes in societal values or market sentiment to certain economic activities or products, could have varying consequences depending on the speed and nature of the changes. Some products or activities could become unviable or unprofitable depending on such changes.

Social risk

A sustainability risk event, such as a health and safety event, human rights abuses, poor selling practices, misleading labelling, environmental pollution cause significant reputational risk for a business in which the Fund or a Portfolio Entity invests, may lead to a loss of value of such investment.

Governance risk

A corporate governance failure in a business in which is invested in directly or indirectly by the Fund, can negatively impact the value of that business. Such corporate governance failures can take the form of poor business ethics, abuses of fair trading laws, significant regulatory breaches, which may either reduce the value of the Fund's investment and may in extreme cases lead to the failure of the business and result in the entire loss of a Fund's investment.

Although the AIFM's and the Investment Manager's policies and procedures seek to assess and mitigate sustainability risks, there can be no assurance or guarantee that none of those sustainability risks actually materialize and impact the return of the Fund.

Third Party ESG Data

The AIFM and the Investment Manager may rely on third-party ESG data or research providers to produce any ESG-related analysis. Such data or research may be imprecise, incorrect or unavailable and the resulting analysis or use of such data by the AIFM and/or the Investment Manager may be impacted.

EU Measures on Sustainable Finance

Disclosure and due diligence requirements concerning ESG factors (the "EU Disclosure Rules") have applied since March 2021 to various investment firms, alternative investment fund managers, providers of certain insurance-based investment products and financial advisers (together, "Affected Firms"). Among other things, such disclosures require an Affected Firm who is subject to the EU Disclosure Rules to make prescribed pre-contractual disclosures relating to the sustainability of investments which will include the manner in which sustainability risks are integrated into their investment decisions, and include such disclosures in their periodic reports and on their websites. Compliance with the requirements of the EU Disclosure Rules in the EEA may be costly and such costs will be borne by the Fund as a whole (i.e., not attributed to particular EEA Investors). The fees, costs and expenses could be significant and impact Fund returns. For additional information on the EU Disclosure Rules, see the "Sustainable Investment Disclosures" section of this Memorandum.

Risks related to Policy and Political Considerations on Climate Change

Certain investments made by the Fund may be, to an extent, dependent upon governments continuing to support international and national commitments to climate change, sustainability and environmental issues, to reduce biodiversity loss, to reduce the level of greenhouse gas emissions, promote sustainable agricultural, forestry and blue economy practices, as well as support for prospective legislation and policies. Accordingly, the success of the Fund may be affected by changes in legislation, environmental policies and/or the removal or change of support measures for the sector, such as in relation to tariffs and subsidies. The agricultural sector is often particularly vulnerable to changes in government policy. The economic viability of a particular portfolio investment may depend on certain taxation, financial and regulatory conditions in a particular jurisdiction. Changes in these conditions may adversely affect the marketability and financial performance of these investments, which in turn may affect the returns the Fund receives from such investments.

4.3 Other Risks

(a) Tax Considerations

The tax aspects of an investment in a partnership are complex and, in many cases, uncertain. There can be no assurance that the conclusions set forth in the Memorandum will not be challenged successfully by the Luxembourg tax authorities, or any other applicable tax authority, or significantly modified by new legislation, changes in the positions of those tax authorities or court decisions.

The Fund has not applied for, nor does it expect to apply for, any advance rulings from any taxing authority with respect to any of the tax consequences described in the Memorandum.

No representation or warranty of any kind is made by the General Partner with respect to the tax consequences relating to an investment in the Fund. The Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet resolved by the courts. Should any such positions be successfully challenged by any applicable taxing authority, there could be a materially adverse effect on the Fund, and a Limited Partner might be found to have a different tax liability for that year than that reported on its income tax returns.

When the Fund invests in securities that are not subject to withholding tax at the time of the acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Fund may not be able to recover such withheld tax and so any change may have an adverse effect on the Fund's net asset value.

(b) Fund Taxation

The Fund is a Luxembourg special limited partnership ("SCSp") and is transparent for Luxembourg individual income tax, Luxembourg corporate income tax (subject to the Luxembourg reverse hybrid rules) and Luxembourg net worth tax purposes.

No withholding tax should therefore be applicable to any distributions paid to any Limited Partner from the Fund.

The Fund may be subject to Luxembourg corporate income tax at a rate of 18.19% under ATAD II's reverse hybrid rules, subject to certain conditions. The reverse hybrid rules would notably require that the absence of taxation of the Fund's profits at the Limited Partner's level (if any) would be due to the tax opaque treatment of the Fund in the Limited Partner's jurisdiction (and not to the general tax-exempt status of the Limited Partners under the laws of their respective jurisdiction).

The Fund will not be subject to Luxembourg municipal business tax of 6.75% as long as it maintains its AIF status and the General Partner holds less than 5% of its interest/economic rights.

Limited Partners not domiciled, resident or not having a permanent establishment (or permanent representative) in Luxembourg are generally not subject to any capital gains, income or withholding tax in Luxembourg, except in some cases where gains or income derive from investments located in Luxembourg. In particular, non-resident Limited Partners may be subject to non-resident capital gains tax in Luxembourg if the Limited Partner via its pro-rata Interest in the Fund's assets earns "speculator's gain" on the disposal of shares of a Luxembourg company held by the Fund. Speculator's gain is generally defined as capital gains derived from the acquisition and disposal of shares of a Luxembourg company within six months by an investor that owns more than 10% of the Luxembourg company's shares.

(c) Investor-Level Taxation

Tax consequences to each investor will depend on tax laws in the taxing jurisdictions relevant to that investor. Investors should consult their professional advisors on the possible tax consequences of subscribing for, buying, holding, selling, transferring or withdrawing interests under applicable laws, including the laws of their country of incorporation, establishment, citizenship, residence or domicile.

(d) Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing U.S. Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. The CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions, including Luxembourg, will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Limited Partners may be required to provide additional information to the Fund to enable the Fund to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or compulsory withdrawal of their Interests. See also below the Luxembourg discussion on CRS as it relates to Luxembourg.

(e) Changes in tax law, practice and interpretation

Applicable law and any other rules or customary practice relating to or affecting tax, or the interpretation of these in relation to the Investors, the Fund and its investments may change during the life of the Fund (possibly with retroactive effect). In particular, both the level and basis of taxation may change. Additionally, the interpretation and application of tax law, rules and customary practice by any taxation authority or court may differ from that anticipated by the Fund and its advisors. This could significantly affect returns to the Fund and the Investors.

It should further be noted that the pace of evolution of fiscal policy and practice has been lately quickened due to a number of developments. In particular, the Organization for Economic Co-operation and Development (the "OECD") together with the G20 countries have committed to reduce perceived abusive global tax avoidance, referred to as base erosion and profit shifting ("BEPS"). As part of this commitment, an action plan has been developed to address BEPS with the aim of securing revenue by realigning taxation with economic activities and value creation by creating a single set of consensus based international tax rules. As part of the BEPS project new rules

dealing with the operation of double tax treaties, the definition of permanent establishments and how hybrid instruments are taxed have been or are anticipated to be introduced.

In addition, the European Council has adopted Anti-Tax Avoidance Directives (being, Council Directive (EU) 2016/1164 of July 12, 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market and Council Directive (EU) 2017/952 of 29 May 2017 amending ATAD I as regards hybrid mismatches with third countries ("ATAD I&II") that address many of the same issues. The measures included in ATAD I&II have been implemented into Luxembourg law and are now in force.

Furthermore, in October 2020 the OECD published blueprints (commonly referred to as "BEPS 2.0"), divided into two "pillars" of issues, seeking to address tax challenges arising from digitalization and base erosion generally. Pillar One proposes a reallocation of taxing rights between jurisdictions via new profit allocation and nexus rules. Broadly, taxing rights may be reallocated from the jurisdictions in which a multi-national enterprise ("MNE") has a traditional taxable presence to the jurisdictions in which it sells its products or services, or where its users are based. Pillar Two proposes, principally, that the profits of an MNE be subject to a global minimum effective tax rate.

While the OECD aims to achieve a consensus-based solution on Pillars One and Two of BEPS 2.0, there is much uncertainty as to how the proposals will develop and be implemented or complemented by jurisdictions. Prospective investors should be aware, therefore, that BEPS 2.0 could result in additional tax being suffered by the Portfolio Entities. While sector-specific exclusions have been proposed for investments funds and other financial services, the scope and applicability of such exclusions are yet to be determined, meaning that the possibility that the Fund and its affiliates may suffer additional tax cannot be excluded. Altogether, the expected returns for the Limited Partners may be adversely affected as a result of BEPS 2.0.

Finally, the "Multilateral Convention to Implement Tax Treaty Related Measures to prevent Base Erosion and Profit Shifting" ("MLI") was published by the OECD on November 24, 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by transposing the results from the BEPS project into more than 2,000 double tax treaties worldwide. A number of jurisdictions (including Luxembourg) have signed the MLI. The ratification process of Luxembourg has been achieved through the law of March 7, 2019 and the deposit of the ratification instrument with the OECD on April 9, 2019. As a consequence, the MLI entered into force on August 1, 2019. Its application per double tax treaty concluded with Luxembourg will depend on the ratification by the other contracting state and on the type of tax concerned. Subsequent changes in tax treaties negotiated by Luxembourg incurred by the MLI could adversely affect the returns from the Fund to its Limited Partners.

(f) European Union's Mandatory Disclosure Rules (DAC 6)

The European Union had, by Council Directive 2018/822 (known as "DAC 6"), introduced a system of mandatory reporting of cross-border transactions, which places obligations on intermediaries and (in certain circumstances) taxpayers to disclose certain transactions that meet specific hallmarks to the tax authorities of member states, which in turn will disclose such arrangements to other member states. DAC6 has been implemented in Luxembourg by a law of 25 March 2020 on reportable cross-border arrangements DAC6 could result in the Fund, the General Partner, the AIFM and/or the Portfolio Manager (or their advisers or intermediaries) being required to report details of the Fund, its investors and/or transactions entered into by the Fund.

(g) Delayed Tax Information

The Fund will provide tax information as soon as practicable after receipt of all of the necessary information. Investors should be prepared to obtain from the appropriate tax authority extensions of the filing date for their income tax returns at the federal, state and local levels.

(h) Tax Efficiency; Accounting for Tax Considerations

The Fund may take tax considerations into account in determining when investments should be sold or otherwise disposed of and may assume certain market risk and incur certain expenses in this regard to achieve favorable tax treatment of a transaction. However, because of the Fund's objective of maximizing the pre-tax returns of all the investors, investors should not expect that the Fund will make tax efficiency a priority and the AIFM and the Portfolio Manager, in their discretion, may choose to not take such tax considerations into account.

(i) Potential for Dry Tax Charges (Phantom Income)

There are expected circumstances in which investors in the Fund would be subject to a charge to tax where no distribution has been made to them (for example, in circumstances where an amount has been credited to the relevant Limited Partner's Capital Account but no correlating distribution of cash or assets has been made to the relevant Limited Partner). In such circumstances, the relevant Limited Partner will be required to settle any relevant tax charge out of their own assets and will not be entitled to any reimbursement or distribution out of the Fund with respect to any such dry tax charge.

(j) Tax Audits

The Fund may be audited by tax authorities. An audit of the Fund by any relevant tax authority could result in adjustments to the tax consequences initially reported by the Fund and may result in an audit of the returns of some or all of the Limited Partners, which examination could affect items not related to a Limited Partner's investment in the Fund. If audit adjustments result in an increase in a Limited Partner's income tax liability for any year, such Limited Partner may also be liable (directly or indirectly) for interest and penalties with respect to the amount of underpayment. The legal and accounting costs incurred in connection with any audit of the Fund's tax returns will be borne by the Fund. The cost of any audit of an investor's tax return will be borne solely by that investor.

4.4 Other risks

(a) *Pandemic risk*

The 2019-20 outbreak of coronavirus disease 2019 (COVID-19) began in December 2019. On 30 January 2020, the World Health Organization declared the outbreak of COVID-19 to be a Public Health Emergency of International Concern and, on 11 March 2020, described the outbreak as a pandemic. A large number of cases of COVID-19 have been recorded worldwide and new variants have continued to emerge. Although it is not possible to predict the full consequences of COVID-19, the pandemic has had a material impact on the global economy and is likely to continue to have a material impact. Historically, widespread outbreaks of communicable diseases have affected investment sentiment and caused sporadic volatility in global markets. Such effects will be unevenly distributed across sectors, businesses, and national economies, depending upon, amongst other things, the global distribution of detected cases of COVID-19. Most large economies have imposed quarantines or lockdowns to limit the spread of COVID-19. Such lockdowns have resulted in large disruptions for the consumer

sector generally, as well as substantially reducing international, and in some cases local, travel. Whilst certain sectors, including airlines, manufacturing, retail and tourism currently appear to be worst affected, most other sectors have also been impacted, which resulted in recession in many countries as a result of the COVID-19 pandemic, and GDP growth may be affected by the pandemic, and the aftermath of the pandemic, for some time to come.

The financial impact of COVID-19 on businesses which operate, or are reliant upon suppliers or customers, in affected areas has been widely reported. Affected businesses may encounter a range of financial consequences. Investors should particularly be aware of supply-chain disruption. As a result of the impact of COVID-19 on supply-chains, manufacturing output levels have been negatively affected. The impact of quarantines necessitated by the pandemic, has restricted the flow of goods in and out of such regions, and led to a shortage of materials and components being distributed. As a result, companies who rely on international supply networks may be unable to meet consumer demand for their products. This means that, in the short term, productivity and profit levels could be reduced. In particular, firms may encounter considerable delays in their manufacturing timelines. In addition, solvency concerns can be exacerbated if the situation results in working capital lines being blocked, financial covenants being breached, events of default occurring and/or the triggering of termination payments or other contingent liabilities for non-performance. Any slow-down in business activity may negatively impact liquidity. Such negative changes in the global financial markets, or the national or regional economies in which any of the Investments do business, may therefore in turn have a material adverse effect on the business of the Fund or the business of any of its investments.

The World Health Organization or regional or national authorities may recommend or impose further measures that could cause significant interruption to the business operations of the Fund or any of its investments. For example, if an employee is suspected of having contracted a contagious disease, their employer may be required to apply quarantines or suspend operations. Such measures may impact on the commerciality of a transaction, the ease with which transactions may be executed, or the general costs otherwise incurred by the Fund or the business of any of its investments. Travel restrictions, for example, may prevent physical meetings and on-site visits from taking place.

The full scope of the COVID-19 outbreak, its duration, intensity and consequences are uncertain and any further resultant economic slowdown and/or negative business sentiment across markets may have a negative and long-lasting impact on the business operations and financial condition of the Investment Manager, the Fund, and the Investments themselves.

In addition, investors should also consider the risk of other pandemics emerging. The performance of the investments of the Fund could also be adversely affected by the effects of epidemics, other pandemics or outbreaks of communicable diseases.

(b) *Anti-Money Laundering and Tax Compliance risks*

Luxembourg law requires the Fund and other parties such as the Administrator to apply procedures to detect and prevent the commission of money laundering and terrorist financing offences. As part of this, investors will be required to produce satisfactory customer due diligence documentation and information ("CDD") prior to being accepted as a Limited Partner of the Fund. If an Investor does not provide satisfactory CDD initially and on an ongoing basis, that investor will not be permitted to become, or to remain as, a Limited Partner of the Fund.

If the General Partner or the Administrator believes that the Fund has accepted any subscriptions for Interests by, or is otherwise holding assets of, any person or entity that is acting, directly or indirectly, in violation of any international or national anti-money laundering or laws, rules, regulations or other restrictions, or on behalf of any suspected terrorist or terrorist organisation, the General Partner or the Administrator must inform the relevant authorities in Luxembourg and any transaction, or the assets of such investor, may be frozen and the investor will not be entitled to any compensation from the Fund or its service providers for any resulting losses.

The Fund may, as part of any investment, be required a counterparty to produce CDD or tax documentation in relation to its Limited Partners or beneficial owners. If a Limited Partner does not produce such CDD in a timely manner, the Fund may be prevented from proceeding with the investment, or may only be able to consummate the investment at a later date when it is less advantageous for the Fund and which may result in a financial loss to the Fund. Investors will not be entitled in this instance to any compensation for such losses to the Fund. Moreover, such Limited Partner will be required to indemnify the Fund, the General Partner, the Investment Manager and others for any loss, cost, liability or expense as a result of such failure.

(c) *Luxembourg Register of Beneficial Owners*

In accordance with the Luxembourg law of 13 January 2019 establishing a register of beneficial owners (the “2019 Law”), the General Partner will obtain and hold information in respect of the beneficial owner(s) of the Fund at the registered office of the Fund. The General Partner shall at all times comply with obligations to file the required information on the Fund’s beneficial owners with the Luxembourg central register of beneficial owners (*Registre des bénéficiaires effectifs*) in accordance with the 2019 Law, which information may be publicly available.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL OF THE RISKS INVOLVED IN THE OFFERING. POTENTIAL INVESTORS SHOULD READ IN THEIR ENTIRETY THIS MEMORANDUM BEFORE DETERMINING WHETHER TO SUBSCRIBE FOR INTERESTS.