



# Partners Group

Passion for Private Markets

## PROSPECTUS FOR PRIVATE OFFERING

### PARTNERS GROUP PRIVATE LOANS S.A., SICAV-SIF

an investment company with variable capital  
*(société d'investissement à capital variable - SICAV)*

organised as an umbrella specialised investment fund  
*(fonds d'investissement spécialisé à compartiments multiples - FIS)*

in the form of a public limited liability company  
*(société anonyme - S.A.)*

[April] 2017

## IMPORTANT INFORMATION

The shares (the **Shares**) in Partners Group Private Loans S.A., SICAV-SIF (the **Fund**) are offered solely on the basis of the information contained in this prospectus (the **Prospectus**), in the relevant Sub-Fund Specifications (as defined hereinafter) and the information contained in the reports referred to therein.

In connection with the offer made in this Prospectus, no person is authorised to give any information or to make any representations other than those contained in this Prospectus and the documents referred to herein and any subscription or purchase of Shares made by any person on the basis of statements or representations not contained in or inconsistent with the information contained herein shall be solely at the risk of the subscriber or purchaser.

This Prospectus does not purport to be all-inclusive and does not necessarily contain all the information that a prospective Investor may desire in deciding whether or not to subscribe to or purchase the Shares. No representation or warranty, express or implied, is or will be made in relation to, and no responsibility or liability is or will be accepted by the Fund as to or in relation to the accuracy or completeness of this Prospectus or any other written or verbal information made available to any recipient or his advisors in connection with any further investigation of the Fund.

The board of directors of the Fund (the **Board of Directors**) is responsible for the information contained in this Prospectus. To the best of its knowledge it has taken all reasonable care to ensure that such is the case, the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such information. The Fund expressly disclaims any and all liability based on such information, errors in such information, or omissions in such information. In particular, no representation or warranty is given as to the accuracy of any financial information contained in this Prospectus or as to the achievement or reasonableness of any forecasts, projections, management targets, prospects or returns. The recipient shall be entitled to rely solely on any representations and warranties made to him by the Fund in any definitive subscription agreement for Shares entered into with the Fund (a **Subscription Agreement**).

Prospective Investors should not construe the contents of this Prospectus as investment, legal, business, accounting, tax or other advice. In making an investment decision, prospective Investors must rely on their own examination of the Fund and the terms of the offering, including the merits and risks involved. Each prospective Investor should consult his/her/its own attorneys, business advisors and/or tax advisors as to legal, business, accounting, tax and related matters concerning an investment in the Fund. An investment in the Fund involves significant risks. Prospective Investors should have the financial ability and willingness to accept the risk characteristics of the Fund.

Neither the distribution of this Prospectus nor any offering of the Shares shall under any circumstances imply that the information contained in the Prospectus is correct as of a date subsequent to the date of this Prospectus or create any implication or constitute a representation that there has been no change in the business or affairs of the Fund or any other information contained in the Prospectus since the date of this Prospectus.

This Prospectus is qualified in its entirety by the terms of the Articles (as defined hereinafter).

### **Restrictions on offer of Shares**

This Prospectus does not constitute an offer to issue or sell to, or a solicitation of an offer to subscribe from, anyone in any country or jurisdiction (i) in which such an offer or solicitation is not authorised, (ii) in which any person making such offer or solicitation is not qualified to do so or (iii) in which any such offer or solicitation would otherwise be unlawful. No action has been taken that would, or is intended to, permit a public offer of the Shares in any country or jurisdiction where any such action for that purpose is required. Accordingly, Shares may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other information, form of application, advertisement or other document may be distributed or published in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes must inform themselves about and observe any legal restrictions affecting any subscription of Shares in the Fund. The Fund does not make any representation or warranty to any prospective Investor regarding the legality of an investment in the Fund by such person under appropriate securities or similar laws.

No shares shall be offered to US persons.

### **Eligibility of Shareholders**

The Shares may under no circumstances be beneficially or legally held or owned by any person, which is not a “Well-Informed Investor” (*investisseur averti*) which qualifies as such as to article 2 of the law dated 13 February 2007 on specialised investment funds, as amended (the **SIF Law**) (a **Well-Informed Investor**).

A Well-Informed Investor is an institutional investor, a professional investor or any other who:

- (a) has confirmed in writing that it adheres to the status of Well-Informed Investor; and
- (b) either invests a minimum of EUR 125,000 (one hundred twenty five thousand Euro) (or its equivalent in another currency) in the Fund; or has obtained an assessment certifying its expertise, experience and knowledge in adequately appraising an investment in the Fund made by (i) a credit institution within the meaning of Directive 2006/48/EC, (ii) an investment firm within the meaning of Directive 2004/39/EC, or (iii) a management company within the meaning of Directive 2009/65/EC.

The Fund, at its full discretion, will refuse the issue, if there is not sufficient evidence that the person to whom the Shares are sold or transferred to is a Well-Informed Investor.

Considering the qualification of a subscriber or a transferee as a Well-Informed Investor, the Fund will have due regard to the applicable laws and regulations or recommendations (if any) of the CSSF. Investors subscribing in their own name, but on behalf of a third party, must certify that such subscriptions are made on behalf of a Well-Informed Investor which is as

aforesaid and the Fund may require at its sole discretion, evidence that the beneficial owner of the Shares is a Well-Informed Investor.

### **Notice to Swiss Investors**

The Fund has appointed Credit Suisse AG (Paradeplatz 8, 8001 Zurich, Switzerland) as its Swiss paying agent and has appointed Partners Group AG (Zugerstrasse 57, 6341 Baar, Switzerland) as its Swiss representative in accordance with article 120 para. 2 lit. d and para. 4 of the Swiss Federal Act on Collective Investment Schemes.

### **Interpretation**

All references in this Prospectus to time are to Luxembourg time, unless otherwise stated. In this Prospectus, “EUR” or “€” means the currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome in 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992). Unless the context requires otherwise, terms defined in the plural include the singular and vice versa. In the case of inconsistency between this Prospectus and the Articles, the documents will take precedence in the following order to the largest extent permitted by law: (a) the Articles and (b) this Prospectus. This Prospectus should be read in conjunction with the Articles.

Capitalised words used in the Prospectus will have the meaning ascribed thereto in Chapter 1 “Definitions and Interpretation” hereof or elsewhere in this Prospectus.

### **Cautionary note regarding forward-looking statements**

This Prospectus contains forward-looking statements, which provide current expectations or forecasts of future events. Words such as “may”, “believes”, “expects”, “plans”, “future” and “intends”, and similar expressions, may identify forward-looking statements, but the absence of these words does not mean that the statement is not forward-looking. Forward-looking statements include statements about the Fund’s plans, objectives, expectations and intentions and other statements that are not historical facts. Forward-looking statements are subject to known and unknown risks and uncertainties and inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Prospective Investors should not unduly rely on these forward-looking statements, which apply only as of the date of this Prospectus.

### **Data protection policy**

All personal data of Investors contained in any document provided by such Investors and any further personal data collected in the course of the relationship with the Fund may be collected, recorded, stored, adapted, transferred or otherwise processed and used (“processed”) by the Fund, the Administrator, the Registrar and Transfer Agent, the Depositary (each as defined hereinafter) and/or other agents of the Fund. Such data shall be processed for the purposes of account administration, anti-money laundering identification and the development of the business relationship. To this end, data may be transferred to companies appointed by the Fund, the Administrator, the Registrar and Transfer Agent and/or the Depositary, to support the Fund’s activities (e.g. transfer or paying agents).

Each Investor, by signing the Subscription Agreement for Shares, gives his agreement to such processing of his personal data, as provided by the Luxembourg law of 2 August 2002 relating to the protection of the persons towards the treatment of personal data, as amended by the law of 27 July 2007. Further, by signing the Subscription Agreement for Shares, Investors specifically acknowledge that the Administrator may engage affiliated and unaffiliated third parties to evaluate and comply with any anti-money laundering, regulatory, administration (including data processing, including personal data processing, and storage), tax duties and tasks applicable to the Fund as determined is necessary or desirable by the Fund and/or the Administrator. This will include the use of parties and IT infrastructure located outside of Luxembourg and the European Union, including the United States.

### **Anti-money laundering regulations and anti-terrorist financing regulations**

Pursuant to the Luxembourg laws of 19 February 1973 (as amended) on the sale of drugs and against drug addiction, 5 April 1993 (as amended) relating to the financial sector, and 12 November 2004 (as amended) relating to the fight against money laundering and against terrorist financing and to the circular 13/556 of the Luxembourg financial sector supervisory authority (*Commission de Surveillance du Secteur Financier* – CSSF), obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering purposes. Within this context a procedure for the identification of Investors has been imposed. Namely, the application form of a prospective Investor must be accompanied by any supporting documents recommended or prescribed by applicable rules and regulations allowing the appropriate level of identification of the prospective Investor and, as the case may be, its beneficial owners.

It is generally accepted that professionals of the financial sector resident in a country which has ratified the recommendations of the Financial Action Task Force (FATF) are deemed to be intermediaries having an identification obligation equivalent to that required under the laws of the Grand Duchy of Luxembourg. The complete updated list of countries having ratified the recommendations of the FATF is available on [www.fatf-gafi.org](http://www.fatf-gafi.org).

### **Risk factors**

There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment program for any Investor. Prospective Investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources (for details see Chapter 19).

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## DIRECTORY

<b>FUND</b>	Partners Group Private Loans S.A., SICAV-SIF 2, Place François-Joseph Dargent L-1413 Luxembourg
<b>INITIATOR</b>	Partners Group AG Zugerstrasse 57 CH-6341 Baar-Zug Switzerland
<b>BOARD OF DIRECTORS</b>	Mr Michael Wehrle Ms Giuliana Tozzi Mr Arnaud Lambillon
<b>ALTERNATIVE INVESTMENT FUND MANAGER</b>	Partners Group (UK) Limited 110 Bishopsgate London EC2N 4Y United Kingdom
<b>DEPOSITARY BANK AND PAYING AGENT</b>	M.M.Warburg & CO Luxembourg S.A. 2, Place François-Joseph Dargent L-1413 Luxembourg
<b>ADMINISTRATOR</b>	WARBURG INVEST LUXEMBOURG S.A. 2, Place François-Joseph Dargent L-1413 Luxembourg
<b>REGISTRAR AND TRANSFER AGENT</b>	M.M.Warburg & CO Luxembourg S.A. 2, Place François-Joseph Dargent L-1413 Luxembourg
<b>AUDITORS</b>	PricewaterhouseCoopers, société coopérative 2, Rue Gerhard Mercator L-2182 Luxembourg Grand Duchy of Luxembourg
<b>TAX AND LEGAL ADVISOR IN LUXEMBOURG</b>	Loyens & Loeff Luxembourg S.à r.l. 18-20, rue Edward Steichen L-2540 Luxembourg Grand Duchy of Luxembourg

## PROVISIONS APPLICABLE TO THE FUND GENERALLY

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

Capitalised words and expressions in this Prospectus have the meaning as described below.

<b>1915 Law</b>	the Luxembourg law dated 10 August 1915 on commercial companies, as amended from time to time;
<b>2007 Law or SIF Law</b>	the Luxembourg law dated 13 February 2007 on specialised investment funds, as amended from time to time;
<b>2013 Law</b>	the Luxembourg law dated 12 July 2013 on alternative investment fund managers, as amended from time to time;
<b>Administrative Services Fees</b>	any fees related to general administrative services provided to an Investment, or related intermediate special purpose investment vehicle, by the Manager or any of its affiliates;
<b>Administrator</b>	WARBURG INVEST LUXEMBOURG S.A, a Luxembourg public limited liability company ( <i>société anonyme</i> ), having its registered office at 2, Place François-Joseph Dargent, L-1413 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 0029905, in its capacity as Administrator of the Fund;
<b>AIF</b>	an alternative investment fund as defined under article 1 para 39 of the 2013 Law;
<b>AIFMD</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010;
<b>Articles</b>	the articles of incorporation of the Fund, as amended from time to time;
<b>Board of Directors</b>	the board of directors of the Fund, as appointed by the Shareholders in accordance with article 50 <i>et seq.</i> of the 1915 Law;
<b>Business Day</b>	a day on which banks are open for business in Luxembourg, London, Zurich and Zug;
<b>Central Administration</b>	the agreement entered into between the Administrator, the Fund and the Manager with effect from 31 May 2016 and

<b>Agreement</b>	containing the rights and duties of the Administrator;
<b>Class or Classes</b>	each class of Shares in issue or to be issued in each Sub-Fund by the Board of Directors;
<b>CSSF</b>	the <i>Commission de Surveillance du Secteur Financier</i> , the Luxembourg supervisory authority of the financial sector;
<b>Cut-off-Date</b>	the date and time ahead of a Valuation Day set out in the relevant Sub-Fund Specifications, by which subscription and redemption requests, and monies where applicable, need to be submitted to the registrar and transfer agent to be taken into account on that Valuation Day;
<b>Dealing Day</b>	the day in respect of which issues and redemptions of Shares are effected as determined in the relevant Sub-Fund Specifications;
<b>Depository</b>	M.M.Warburg &CO Luxembourg S.A., a Luxembourg public limited liability company ( <i>société anonyme</i> ), having its registered office at 2, Place François-Joseph Dargent, L-1413 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 10.700 in its capacity as depository and paying agent of the Fund;
<b>Depository Agreement</b>	the depository and paying agent agreement entered into between the Fund, the Manager and the Depository with effect from 31 May 2016 and containing the rights and duties of the Depository;
<b>Equalization Rebate</b>	certain fees from Investments in connection with the management, development and operation of such Investments (e.g. assuming directorships or acting as consultants, and the identification, execution and implementation of financial or operational value creation strategies, as well as environmental, social, and corporate governance initiatives);
<b>EUR</b>	the Euro, being the reference currency of the Fund;
<b>Extraordinary Circumstances</b>	extraordinary circumstances, which include, for example, extraordinary market and economic conditions, significant redemption requests requiring the disposal of substantial parts of a Sub-Fund's assets, or such other extraordinary situation, as determined by the Board of Directors in its discretion;
<b>Founder Shares</b>	shares acquired in connection with the incorporation of the Fund;
<b>Fund</b>	Partners Group Private Loans S.A., SICAV-SIF;

<b>Fund Documents</b>	collectively (a) this Prospectus; and (b) the Articles;
<b>IFRS</b>	the International Financial Reporting Standards as issued by and amended from time to time by the International Accounting Standards Board, London;
<b>Independent Auditor</b>	PricewaterhouseCoopers <i>société coopérative</i> , incorporated under the laws of Luxembourg, having its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg; registered with the Luxembourg Trade and Companies Register under number B 65.477, in its capacity as independent auditor of the Fund;
<b>Initiator</b>	Partners Group AG, Zugerstrasse 57, CH-6341 Baar-Zug, Switzerland;
<b>Initial Share Offering</b>	the earliest date on which a Sub-Fund (in its absolute discretion) accepts Subscriptions from Investors;
<b>Initial Share Offering Period</b>	in respect of a Sub-Fund, the period starting on the date of Initial Share Offering, the duration of which shall be determined by the Board of Directors but which shall not exceed six months;
<b>Investment</b>	any investment of a Sub-Fund;
<b>Investment Manager</b>	the entity/entities to whom the duties of investment manager in respect of the Fund and/or specific Sub-Fund(s) may be entrusted by the Manager;
<b>Investor</b>	any person who subscribes for Shares after the incorporation of the Fund;
<b>Management Agreement</b>	the agreement entered into between the Fund and the Manager with effect from 31 May 2016 and containing the rights and duties of the Manager;
<b>Manager</b>	Partners Group (UK) Limited being the external alternative investment fund manager of the Fund within the meaning of the AIFMD;
<b>Net Asset Value or NAV</b>	the net asset value of the Fund, the net asset value of each Sub-Fund, the net asset value of each Class of Shares and the net asset value per Share (as the case may be), calculated as provided for in the Articles and in this Prospectus;
<b>Other Investment(s)</b>	any investment(s) made by the Sub-Fund that is/are qualified as second lien, subordinated debt, mezzanine, public debt, equity and opportunistic.

<b>PGCF Fees</b>	any financial advisory fees charged by the Manager or any of its affiliates for the provision of advice on mergers, acquisitions, add-on acquisitions, re-financings, public offerings, sales and similar transactions relating to any Investment of the Fund; for the avoidance of doubt this excludes Equalization Rebate.
<b>Prospectus</b>	this prospectus for private offering issued in respect of the Fund, including the relevant Sub-Fund Specifications, as amended from time to time;
<b>Ramp-Up Period</b>	initial phase of a Sub-Fund that may be indicated in the Sub-Fund Specifications. During the Ramp-Up Period, the investment restrictions set out in section 5.2 of this Prospectus do not need to be complied with;
<b>Registrar and Transfer Agent</b>	M.M.Warburg & CO Luxembourg S.A., a Luxembourg public limited liability company ( <i>société anonyme</i> ), having its registered office at 2, Place François-Joseph Dargent, L-1413 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 10.700, in its capacity as registrar and transfer agent of the Fund;
<b>Registrar and Transfer Agent Agreement</b>	The Registrar- and Transfer Agent agreement entered into between the Fund, the Manager and the Registrar and Transfer Agent with effect from 31 May 2016 and containing the rights and duties of the Depositary;
<b>Secondary Value Dealing</b>	the measure that the Board of Directors may introduce as described in section 8.4 of the Prospectus;
<b>Secondary Value Dealing Price</b>	has the meaning ascribed to it under section 8.4 of the Prospectus;
<b>Share(s)</b>	the registered Share(s) of no par value in issue of any Class and in any Sub-Fund, or as specified otherwise in the relevant Sub-Fund Specifications;
<b>Shareholder(s)</b>	a holder of Shares, listed as such in the Fund's register of Shareholders.
<b>Sub-Fund(s)</b>	any sub-funds of the Fund, to which specific Shares and/or Class(es) of Shares relate;
<b>Sub-Fund Specifications</b>	the particular specifications pertaining to a given Sub-Fund, as amended from time to time, each time set forth in a particular supplement to this Prospectus;
<b>Subscription</b>	the subscription by an Investor for Shares pursuant to the terms and conditions set out in the Subscription Agreement or,

	where applicable, the amount of such subscription;
<b>Subscription Agreement</b>	any definitive subscription agreement for Shares entered into with the Fund;
<b>Valuation Day</b>	a day as of which the NAV per Share of any Class of any Sub-Fund is calculated as set forth in the relevant Sub-Fund Specifications;
<b>Well-Informed Investor</b>	a well-informed investor as per article 2 of the 2007 Law.

## 1.2. Interpretation

Unless the context requires otherwise in this Prospectus, any reference to an action of the Fund means an action of the Fund or any agent appointed by either the Fund or any agent acting on behalf of the Fund and any reference to an action on behalf of the Fund, means an action on behalf of a specific Sub-Fund, unless stated otherwise.

## 2. THE FUND

The Fund is an investment company with variable share capital (*société d'investissement à capital variable - SICAV*) organised as an umbrella specialised investment fund (*fonds d'investissement spécialisé à compartiments multiples - FIS*) in the form of a public limited company (*société anonyme - S.A.*) in accordance with the provisions of the 2007 Law and the 1915 Law. The subscription, sale and holding of Shares of the Fund is restricted to Well-Informed Investors subscribing on their own behalf or to Well-Informed Investors subscribing on behalf of other Well-Informed Investors.

The Fund qualifies as an AIF within the meaning of the 2013 Law and article 4 paragraph 1(a) of the AIFMD. The Board of Directors has appointed Partners Group (UK) as Manager, and the Fund's alternative investment fund manager (**AIFM**) as meant under AIFMD.

The Fund has been incorporated for an unlimited duration with an initial share capital of EUR 31,000.- (thirty-one thousand Euro) represented by 310 (three hundred and ten) Shares on 31 May 2016 (the **Founder Shares**) and is registered with the Luxembourg trade and companies registry under number B 206481. The Articles have been filed with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) where they are available for inspection and where copies can be made; the Articles are in the process of being published in the Luxembourg gazette (*Recueil électronique des sociétés et associations*). Copies may also be obtained at the registered office of the Fund.

The share capital of the Fund shall be variable and shall at all times be equal to the Net Asset Value of the Fund and shall be expressed in EUR, except to the extent that Sub-Fund Specifications should provide for a different currency. It is represented by Shares issued with no par value either partly or fully paid-up. Variations in the capital shall be

effected *ipso jure* and there are no provisions requiring publications and filing of such variations with the *Registre de Commerce et des Sociétés*.

The minimum share capital shall be EUR 1,250,000 (one million two hundred and fifty thousand Euro). This minimum must be reached within twelve months from the date on which the Fund is authorised as a specialised investment fund under the 2007 Law.

The Fund is an umbrella fund that may consist of different Sub-Funds. Each Sub-Fund shall be comprised of all that has been paid or contributed on the Shares in the relevant Sub-Fund, all that has been obtained by the relevant Sub-Fund with the said payments and contributions, all resulting benefits and all debts, liabilities and other commitments incurred by the Fund for the account of the Sub-Fund concerned. Each Sub-Fund and the Shares issued in each Sub-Fund has its own investment, subscription and profit allocation and/or distribution policies. The introduction of a Sub-Fund is effected pursuant to a decision to that end by the Board of Directors setting the terms and conditions of the relevant Sub-Fund. Each Sub-Fund may have similar or different investment strategies and other specific features (including, but not limited to, specific investment advisor(s)/manager(s), if any, specific fee structures, permitted investments, investment restrictions and distribution policies) as the Board of Directors and/or the Manager shall determine from time to time in respect of each Sub-Fund and as contained in the relevant Sub-Fund Specifications.

The assets and liabilities of each Sub-Fund shall be segregated from the assets and liabilities of the other Sub-Funds, with creditors having recourse only to the assets of the Sub-Fund concerned. As between the Shareholders, each Sub-Fund will be deemed to be a separate entity.

There is no cross liability between Sub-Funds and each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The different Classes of Shares in issue or to be issued in each Sub-Fund of the Fund (if any) may differ *inter alia* in their fee structure, distribution policy or any other criteria to be determined by the Board of Directors and as contained in the relevant Sub-Fund Specifications.

The proceeds of the issue of Shares in respect of each Sub-Fund will be invested for the exclusive benefit of the relevant Sub-Fund in accordance with the investment policy determined by the Board of Directors from time to time in respect of the relevant Sub-Fund and as set forth in the relevant Sub-Fund Specifications. All Shares of the same Class in a particular Sub-Fund shall have equal rights as to dividends declared (if any), income, realised and unrealised investment gains, redemption rights, redemption proceeds and liquidation proceeds.

### **3. SET-UP AND MANAGEMENT**

#### **3.1. The Initiator**

Partners Group AG, with its registered office at Zugerstrasse 57, CH-6341 Baar-Zug, Switzerland, is the initiator of the Fund. Partners Group AG holds a license as an asset manager of collective investment schemes pursuant to the Swiss collective investment

schemes act (*Kollektivanlagengesetz*) and is regulated by the Swiss Financial Market Supervisory Authority (FINMA).

### 3.2. The Board of Directors

Without prejudice to section 3.3 (*The Manager*) hereafter, the Fund will be managed by the Board of Directors. The Board of Directors shall have the power to take any action necessary or useful to realise the corporate object of the Fund, subject to the powers reserved by the law or by the Articles.

The Board of Directors supervises the Administrator, the Registrar and Transfer Agent, and any other service providers in the performance of their duties.

Except in respect of the portfolio management and risk management functions of the Fund, which will be performed by or under the responsibility of the Manager, the Board of Directors retains legal decision-making power and has the exclusive authority with regard to any decisions not delegated or attributed to any agent.

Furthermore, the Board of Directors retains full flexibility in appointing new service providers or taking any other necessary measures which would be required under the AIFMD.

The Board of Directors shall be composed of the following members:

*Mr Michael Wehrle*

*Michael Wehrle is co-head of the structuring services department, based in Zug, and assumes various responsibilities with the structuring and implementation of investment structures, as well as the management of different structuring projects in private equity, private real estate, private infrastructure and private debt. Mr. Wehrle has also been responsible for the implementation and coordination of the firm's syndication desk and has arranged multiple credit facilities for investment products and secondary transactions. Mr. Wehrle has been with Partners Group since 2002 and was responsible for Partners Group's structuring team in London from 2006 - 2012. He holds an MBA from the University of Zurich, Switzerland. He is also a CFA charterholder.*

*Ms Giuliana Tozzi*

*Giuliana Tozzi acts as Chief Executive Officer and General Manager of Partners Group's Milan Office, an authorized AIFM managing closed-ended Italian law investment funds as well as board member of Partners Group's Luxembourg office. She has over 35 years of professional experience. Before becoming part of Partners Group, she was co-founder and partner of Perennius Capital Partners SGR. Previously, she worked for 28 years in Intesa Sanpaolo (in London and Milan), where she held several executive positions, including that of Head of Structured Finance and Advisory for the banking group, board member of the Irish banking subsidiary and member of the Audit committee of the Luxembourg banking subsidiary.*

*Mr Arnaud Lambillon*

*Arnaud Lambillon has spent over 25 years in the world of finance, covering all the economic cycles of the past three decades. He has held different positions in leading financial firms (Indosuez, Cheuvreux, PriceWaterhouseCoopers, UBS, Merrill Lynch) and in different financial centers (Paris, London, Zurich, Geneva, Luxembourg). He is currently partner in an independent investment management company and specializes in the optimum allocation of assets, with a particular focus on tangible assets. Arnaud Lambillon is graduated in Law and in Finance from the University of Paris.*

Under the Articles, the Investors do not have the right to participate in the management of the Fund. In accordance with the provisions of the law of August 10, 1915 on commercial companies relating to the *société anonyme*, any member of the Board of Directors can only be replaced with the Shareholders' approval or as a result of a cooptation, subject to the CSSF's prior approval.

Upon the removal or stepping down of a member of the Board of Directors, a new member shall be appointed by the Shareholders in a general meeting of Shareholders or by a cooptation by the remaining members of the Board of Directors, in accordance with requirements set out in the Articles.

If necessary or required, this Prospectus will, in each such case, be amended accordingly.

### 3.3. The Manager

The Board of Directors has appointed Partners Group (UK) Limited, with registered address at 110 Bishopsgate, London EC2N 4Y, United Kingdom, as its external alternative investment fund manager under Chapter II of the AIFMD (the **Manager**). The Manager has been authorised as an AIFM by the Financial Conduct Authority of the United Kingdom. The Manager shall be responsible for the portfolio management and risk management functions of the Fund in accordance with the provisions of the AIFMD. If the Manager delegates one of these functions in respect to a specific Sub-Fund, this will be specified in the Sub-Fund Specifications.

The Manager is responsible to ensure that the Fund is managed in compliance with the AIFMD.

The rights and duties of the Manager are set forth in the Management Agreement entered into by and between the Fund and the Manager. This agreement will be subject to the overall supervision and liability of the Board of Directors. It defines if and under what conditions the Manager may delegate its functions and if the Manager may solicit advisors.

The Manager will ensure the fair treatment of the Fund's Shareholders principally by ensuring adherence to Partners Group's relevant group-wide policies. For instance, by ensuring that the Fund obtains access to a fair share of the investments sourced by Partners Group's network, that conflicts of interest are identified and appropriately managed, and that risks are properly identified, monitored and managed. In addition, the Manager will ensure that the investment strategy, risk profile and activities of the Fund are consistent with its objectives and this Prospectus. The Manager has

delegated the performance of certain tasks to other Partners Group entities. Specifically, risk management, legal and tax services, regulatory compliance monitoring, record keeping, investor and regulatory reporting and activities related to assets of alternative investment funds will be provided by Partners Group AG, a Swiss company authorized by FINMA as an asset manager of collective investment schemes.

The Manager's delegates are members of the same corporate group as the Manager, which means that certain conflicts of interest may arise. Partners Group seeks to manage actual or potential conflicts of interest appropriately and fairly. Primarily, Partners Group mitigates conflicts arising from such arrangements by separating the management and reporting lines of the staff and entities involved. For instance, the directors of the Manager and the delegate are different, and those directors are aware of the fiduciary duties owed to their individual companies and of their regulatory obligations. This ensures that each entity is managed separately, in accordance with its obligation and in the interests of investors. Further, where applicable, the Manager's delegates have an obligation to perform their roles in accordance with local law. This ensures that, regardless of their relationship with the Manager, those delegates must meet certain standards in the performance of their roles. Partners Group believes this mitigates the potential conflicts of interest.

The Manager covers its professional liability risks by holding sufficient professional indemnity insurance and maintaining an amount of own funds.

#### 3.4. Advisory Board

Subject to the provisions contained in the relevant Sub-Fund Specifications, the Board of Directors may establish an advisory board at the relevant Sub-Fund level.

### 4. **DEPOSITARY / ADMINISTRATION**

#### 4.1. The Depositary

The Fund has appointed M.M.Warburg & CO Luxembourg S.A., having its registered office at 2, Place François-Joseph Dargent, L-1413 Luxembourg, as Depositary of the Fund with responsibility for:

(a) the safekeeping of the assets,

(b) the oversight duties,

(c) the cash flow monitoring and

(d) the paying agent functions

pursuant to the Luxembourg 2007 Law, the 2013 Law, and the Depositary Agreement with effect from 31 May 2016 and entered into between the Fund, the AIFM, and the Depositary.

M.M.Warburg & CO Luxembourg S.A. is registered with the Luxembourg Register for Trade and Companies (**RCS**) under number B 10.700 and was incorporated in 1973.

### **(a) Safekeeping of the assets**

The Depositary is responsible in accordance with the Luxembourg laws and regulations, the 2013 Law and the Depositary Agreement for the safekeeping of the financial instruments that can be held in custody and for the record keeping and verification of ownership of the other assets.

#### Delegation

The Depositary is further authorized to delegate its safekeeping duties under the 2013 Law to sub-custodians and to open accounts with such sub-custodians, provided that (i) such delegation is in accordance with, and subject to compliance with, the conditions set out in the applicable Luxembourg laws; and (ii) the Depositary will exercise all due skill, care and diligence in the selection, appointment, periodic review and ongoing monitoring of its Sub-custodians.

#### Discharge of liability

The Depositary may in certain circumstances and in accordance with Article 19(13) of the 2013 Law, discharge itself of liability. In the event where certain financial instruments are required by a foreign local law or regulation to be held in custody by a local entity, and no local entity satisfies the delegation requirements in accordance with Article 19 (11) d) (ii) of the 2013 Law, the Depositary may nonetheless discharge itself of liability provided that specific conditions in accordance with Article 19 (14) of the 2013 Law, the articles of incorporation and the prospectus of the Fund and the Depositary Agreement are met.

### **(b) Oversight**

The Depositary will, in accordance with the 2007 Law, the 2013 Law, the AIFMD and the Depositary Agreement:

- a. ensure that the sale, issue, re-purchase, redemption and cancellation of Shares of the Fund are carried out in accordance with the 2007 Law, the 2013 Law and the articles of incorporation and the prospectus of the Fund;
- b. ensure that the value of the Shares of the Fund is calculated in accordance with the 2007 Law, the 2013 Law, the articles of incorporation and the prospectus of the Fund and the procedures laid down in Article 19 of the AIFMD;
- c. carry out the instructions of the AIFM, unless they conflict with the 2007 Law, the 2013 Law or the articles of incorporation and the prospectus of the Fund;
- d. ensure that, in transactions involving the assets of the Fund, any consideration is remitted to the Fund within the usual time limits; and
- e. ensure that the income of the Fund is applied in accordance with the 2007 Law, the 2013 Law, and the articles of incorporation and the prospectus of the Fund.

### **(c) Cash flow monitoring**

The Depositary is required under the 2013 Law, the AIFMD and with the Depositary Agreement to perform certain cash flow monitoring duties as follows:

- (i) reconcile all cash flow movements and perform such a reconciliation on a daily basis;
- (ii) identify cash flows, which are in its reasonable opinion, significant, and in particular those which could be inconsistent with the Fund's operations. The Depositary will perform its review using the previous business day end-of-day records;
- (iii) ensure that all bank accounts in the Fund structure are in name of the Fund or in the name of its manager the AIFM on behalf of the Fund;
- (iv) ensure that the relevant banks are EU credit institutions or equivalent ;
- (v) ensure that the monies paid by the Shareholders have been received and booked in cash accounts and booked in either cash accounts or third party accounts.

**(d) Paying Agent**

M.M.Warburg & CO Luxembourg S.A. also acts as paying agent for the Fund pursuant to the Depositary Agreement. The Paying Agent is responsible for receiving payments for subscriptions of Shares and depositing such payments in the Fund's bank accounts opened with the Depositary and distributing income and dividends to the Shareholders. The paying agent shall make payment of proceeds from the repurchase of Shares from time to time.

The Depositary Agreement may be terminated at any time by either the Fund or the AIFM or the Depositary upon ninety (90) days' to the month end prior written notice addressed to the other party. Notwithstanding the foregoing, the Depositary Agreement may also be terminated in accordance with the provisions of the Depositary Agreement.

In consideration for its services, the Depositary is entitled to receive from the Fund a remuneration payable out of the assets of the Fund as is set out in a separate fee schedule.

The Depositary will have to be replaced within two (2) months from the termination of the Depositary Agreement with a new depositary and paying agent that will assume the responsibilities, duties and obligations of the Depositary. The Depositary shall, in the event of termination of the Depositary Agreement, deliver or cause to be delivered to the succeeding depositary and paying agent, in bearer form or duly endorsed form for transfer, at the expense of the Fund, all securities and cash of the Fund with or held by the Depositary and all certified copies and other documents related thereto in the Depositary's possession which are valid and in force at the date of termination.

4.2. The Registrar and Transfer Agent

Pursuant to the Registrar- and Transfer Agent Agreement, the Registrar and Transfer Agent will be responsible, under the ultimate supervision of the Board of Directors, for among others, (a) providing registrar and transfer agent services in connection with the issuance, transfer and redemption of the Shares; (b) assist the Board of Directors in verifying the status of eligible Investors; (c) implementing applicable anti-money laundering laws and regulations; and (d) performing other services necessary in connection with the Registrar- and Transfer Agent Agreement. The Registrar and Transfer Agent is a service provider to the Fund and does not have any responsibility or authority to make investment decisions, nor render investment advice, with respect to the assets of the Fund. Moreover, the Registrar and Transfer Agent, as service provider, is not responsible for the preparation of this document or the activities of the Fund and therefore accepts no responsibility for the accuracy of any information contained in this document.

#### 4.3. The Administrator

Pursuant to the Central Administration Agreement, the Administrator will be responsible for providing certain administrative functions in respect of the Fund, such as the determination of the Net Asset Value, publication of Net Asset Value, filing of statements with the relevant authorities and completing the regulatory reporting to the CSSF. The Administrator shall not act as an “external valuer” for the purposes of the AIFMD.

#### 4.4. The Independent Auditor

The accounting data related in the annual report of the Fund shall be examined by an authorized independent auditor (*réviseur d'entreprises agréé*) appointed by the Fund and remunerated by the Fund. The independent auditor shall fulfil the duties prescribed by the 2007 Law.

The Fund has appointed PricewaterhouseCoopers, *société coopérative*, Luxembourg, as its Independent Auditor.

### 5. **INVESTMENT OBJECTIVES AND POLICY, INVESTMENT RESTRICTIONS, FINANCING, RISK MANAGEMENT POLICY**

#### 5.1. Investment objectives and policy

The Fund has an investment objective to achieve attractive risk-adjusted returns on a broadly diversified portfolio consisting mainly of private markets credits. The Fund will primarily focus on investments on a global basis. Accordingly the Fund will be a multi-strategy private equity fund as meant in item 10 b) of the AIF reporting template in Annex IV of the Commission Delegated Regulation (EU) No 231/2013 of December 19, 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.

Each Sub-Fund's specific investment objectives and investment policy as well as its specific investment restrictions, if any, are referred to in the relevant Sub-Fund Specifications and may differ from one to another.

Any change of the investment strategy or investment policy referred to in the Sub-Fund Specifications, or both, must receive the prior approval of the CSSF and must be approved by a majority of the Investors of the relevant Sub-Fund.

## 5.2. Investment restrictions

The Fund shall specify more detailed and specific investment policies and restrictions on a Sub-Fund by Sub-Fund basis subject to the following general guidelines in compliance with CSSF Circular 07/309, whereby any given Sub-Fund of the Fund shall not invest, generally, more than 30% (thirty percent) of its net assets in subscribing for securities of the same kind issued by the same issuer; though this restriction shall not apply:

- to investments in securities issued or certified by a member State of the OECD or by its territorial public communities or by the institutions and supranational bodies being common, local or global;
- to investments in target undertakings for collective investments that are subject to risk spreading requirements at least comparable to the current restrictions.

Short sales shall not result in a given Sub-Fund holding an uncovered exposure in respect of securities of the same kind issued by the same issuer, which account for more than 30% (thirty percent) of the Sub-Fund's assets.

When using derivative instruments, each Sub-Fund shall ensure a comparable level of risk spreading by an appropriate level of diversification of the underlying assets. For the same purpose, the counterparty risk shall in respect of certain over-the-counter trades be limited subject to the quality and the qualification of the counterparty.

The investment restrictions may not apply in an initial phase of the relevant Sub-Fund as indicated in the relevant Sub-Fund Specifications as "Ramp-Up Period".

**THERE CAN BE NO ASSURANCE THAT THE SUB-FUNDS' INVESTMENT OBJECTIVES WILL BE ACHIEVED. INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME.**

## 5.3. Borrowing

The Fund may borrow to, for example, finance direct and/or indirect investments, satisfy redemption requests, liquidity management or other lawful purposes on a Sub-Fund by Sub-Fund basis.

The maximum borrowing (if any) at Sub-Fund level shall not exceed the ratio provided for in the relevant Sub-Fund Specifications.

The Board of Directors may, acting on behalf of and for the account of a Sub-Fund, secure the borrowings of the relevant Sub-Fund by *inter alia* pledging the relevant Sub-Fund's assets.

## 5.4. Hedging

The Fund may, acting for and on behalf of a given Sub-Fund, use derivative instruments, on a case by case basis, in order to manage the currency exchange, credit and interest rate risk exposures of the relevant Sub-Fund.

While the Fund may enter into certain hedging arrangements in order to manage and mitigate currency exchange, credit and interest rate risks, there is no certainty that such arrangements will be entered into or established, or, even if entered into or established, that they will be sufficient to cover those risks.

#### 5.5. Risk management

Partners Group AG employs a risk management system and has risk management procedures and processes which enable it to identify, measure, manage and monitor appropriately all relevant risks regarding the investment activities of the Fund.

Partners Group AG has established and maintains a robust quantitative and qualitative risk management framework that is embedded in various processes of the firm taking into account the illiquid nature of its investments which typically lack publicly available and standardized investment information.

The risk management systems are systematically reviewed, including upon material changes to the risk management policy or occurrence of extraordinary external events.

Partners Group AG has established and maintains a permanent and independent risk function within its organization (the **Risk Team**), which has the necessary means and authority to fulfill its duties independently, from a task, organizational, and operational perspective. The Risk Team notifies the Manager's executive board in a timely manner when it considers the Fund's risk profile as disclosed to Investors to be inconsistent with the current investment risk exposure.

The Risk Team is functionally and hierarchically separated from the operating teams, in particular portfolio management and investment teams at the level of the Manager.

### 6. **ISSUE OF SHARES**

#### 6.1. Shares

Unless otherwise provided for in the relevant Sub-Fund Specifications, the Board of Directors shall be authorised, without limitation, at any time and for any period, to issue an unlimited number of fully or partly-paid Shares of no par value of any Class at a price and in accordance with the conditions and procedures provided for in the relevant Sub-Fund Specifications, without granting to existing Shareholders a preferential right to subscribe for the Shares to be issued. The Fund shall only issue registered Shares.

Shares may be issued up to three decimal places.

Shares issued in the Initial Share Offering Period shall be subscribed for at an issue

price specified in the relevant Sub-Fund specifications. Shares issued thereafter shall be subscribed for at a subscription price equal to the NAV per Share of the relevant Class calculated on or immediately preceding the relevant Dealing Day.

Shares may be issued in one or more Classes in each Sub-Fund, each Class having features or being offered to different types of Well-Informed Investors as more fully described in the relevant Sub-Fund Specifications. The Board of Directors may, however, decide that no such Classes will be available in any of the Sub-Funds or alternatively that such Class may only be purchased upon prior approval of the Board of Directors as more fully described in the relevant Sub-Fund Specifications.

## 6.2. Subscription for Shares

The subscription process applicable in respect of each Class of Shares in each Sub-Fund shall be set forth in the relevant Sub-Fund Specifications. The Fund may delegate the performance of all or part of the subscription process to the Manager, to the Registrar and Transfer Agent and/or any other third party provider.

By executing a Subscription Agreement and/or by the acquisition of Shares, each Investor fully adheres to and accepts the Fund Documents which determine the contractual relationship between the Investors, the Fund and any agent of the Fund, as well as among the Investors themselves.

## 7. TRANSFER OF SHARES

Unless otherwise provided for in the relevant Sub-Fund Specifications, Shares are only transferable to Well-Informed Investors and may be subject to such other transfer conditions as set forth in the relevant Sub-Fund Specifications. Any transfer of Shares shall be entered into the register of Shareholders.

To the extent that, and as long as, Shares are part of a German insurance company's or a German pension fund's "committed asset" ("*Sicherungsvermögen*") as defined in Sec. 66 of the German Insurance Supervisory Act, as may be amended from time to time ("*Versicherungsaufsichtsgesetz*") or "other committed asset" ("*Sonstiges gebundenes Vermögen*") as defined in Section 54 paragraph 1 or Section 115 of the German Insurance Supervisory Act, as may be amended from time to time, such Shares shall not be disposed of without the prior written consent of the trustee ("*Treuhänder*") appointed in accordance with Section 70 of the German Insurance Supervisory Act, as may be amended from time to time, or by the trustee's authorized deputy.

However, notwithstanding the above, any Shares that are directly or indirectly held by a German insurance company or a German pension fund and that are part of their committed assets are freely transferable and such transfer will not require the approval of the Board of Directors provided the transferee is a Well-Informed Investor and executes the necessary documentation. Upon the transfer of any Shares that are directly or indirectly held by a Shareholder that is a German insurance company or German pension fund, the transferee shall accept and become solely responsible for all liabilities and obligations relating to such Shares and the transferor shall be released from and shall have no further liability under this Prospectus or in respect of the Fund.

## 8. REDEMPTION OF SHARES

### 8.1. Redemption upon request of the Shareholders

Shareholders may redeem all or part of their Shares at NAV unless otherwise specified in the terms contained in the relevant Sub-Fund Specifications.

No distribution for redemption of Shares may be made as a result of which the capital of the Fund would fall below the minimum capital amount required by the 2007 Law.

A redemption of Shares shall be subject to such further terms and conditions, including but not limited to any redemption charges, as set forth in the relevant Sub-Fund Specifications.

### 8.2. Redemption upon request of the Board of Directors

The Board of Directors may, in its absolute discretion, decide that the Fund will redeem all or some of the Shares in issue. In such case, the Board of Directors will notify each Shareholder in writing, in accordance with the principle of equality of treatment of Shareholders, of the number of Shares it wishes to redeem and of the redemption price, calculated as provided below. If a Shareholder should hold less than one whole Share in any Sub-Fund, the Board of Directors reserves the right to force

the redemption of such partial Share. The redemption terms and conditions will be set forth in the relevant Sub-Fund Specifications. Notwithstanding this, the Board of Directors has the right to redeem shares acquired in connection with the incorporation of the Fund (the **Founder Shares**) without disclosure.

The Board of Directors may, upon serving a repurchase notice to any Shareholder, compel the redemption of some or all of such Shareholder's Shares at a price determined in accordance with the relevant Sub-Fund Specifications. The Board of Directors will compel the redemption of a Shareholder's Shares when the Shareholder is no longer a "Well-Informed Investor" as required by the 2007 Law.

The redemption price will be paid within a certain period as set forth in the relevant Sub-Fund Specifications to the bank account designated by the relevant Shareholder in its subscription form. Redeemed Shares will be cancelled concomitantly with such payment.

### 8.3. Redemption Restrictions

Redemption of Shares in a Sub-Fund may be limited on any Dealing Day as determined in the relevant Sub-Fund Specifications.

The Board of Directors expressly reserves the right to instruct the Registrar and Transfer Agent to waive the Redemption Restrictions described in the relevant Sub-Fund Specifications at any time so long as such waiver is notified. In particular it is possible to deviate if a Shareholder must redeem Shares for compelling reasons (e.g. in the case of a liquidation).

### 8.4. Secondary Value Dealing

*Please note that this procedure (**Secondary Value Dealing**) is not applicable as at the date of the respective Sub-Fund Specifications and will not come into effect until written notice has been given to the Shareholders of the respective Sub-Fund. As outlined in this section, the Board of Directors may decide to introduce the Secondary Value Dealing in respect of a Sub-Fund in Extraordinary Circumstances.*

In relation to the Secondary Value Dealing procedure, redemption requests which are received prior to 5 p.m. CET on the Secondary Value Dealing redemption day, as determined by the Board of Directors and announced to the Shareholder prior to such day (the **SVD Redemption Day**), will, if accepted, be transacted at the Secondary Value Dealing Price (as defined below). The first SVD Redemption Day following the decision of the Board of Directors to apply the Secondary Value Dealing, shall be no later than 6 months after such decision was taken.

For the avoidance of doubt, the regular procedure with regard to the issue and redemption of Shares set out in the relevant Sub-Fund Specifications (the **Regular Dealing Procedure**) shall not be available following the decision of the Board of Directors to apply the Secondary Value Dealing in respect of the relevant Sub-Fund.

Redemption proceeds shall normally be paid to the redeeming Shareholder by no later than 180 calendar days following the respective SVD Redemption Day of each

calendar year (the **SVD Redemption Payment Day**), provided the relevant Sub-Fund has sufficient liquid assets available from proceeds of its assets as contemplated below. Should proceeds not be readily available, the Board of Directors shall keep the relevant Shareholders informed and pay redemption monies as soon as practicable when sufficient funds have been generated but not later than one year after the relevant SVD Redemption Day.

Redemption requests shall be given for a number of Shares. Redemption requests expressed in nominal amounts will not be processed.

A non-binding indication (or estimated range, as applicable) as to the estimated Secondary Value Dealing Price shall be made available to Investors typically 30 calendar days prior to the relevant SVD Redemption Day or as soon as practicable thereafter at the registered office of the Fund. Shareholders must be aware that such indication is an estimate only and the applicable Secondary Value Dealing Price may differ from such indication and will be determined taking into account the sales proceeds of the selected assets (see below section "Secondary Value Dealing Price").

The Board of Directors may adjust the above timelines and procedure in relation to any Sub-Fund.

Where applicable, outstanding redemption requests received in connection with the Regular Dealing Procedure will automatically be transferred to the Secondary Value Dealing. The redeeming Shareholders may withdraw their redemption request provided that notice of such withdrawal is given prior to the applicable SVD Redemption Day.

In respect of each SVD Redemption Day, redemptions will not be limited and all redemption requests by the Shareholders, to the extent that these have been accepted, shall be transacted on the Secondary Value Dealing Price as set out below.

#### ***Secondary Value Dealing Price***

The issue and redemption price for Shares during the Secondary Value Dealing (the **Secondary Value Dealing Price**) is based on the Sub-Fund's Net Asset Value as determined on the Valuation Day preceding the SVD Redemption Day, adjusted by a spread (the **Spread**), if any, reflecting the expected or actual discount relative to net asset values, of prices obtained through asset sales under the then prevailing market conditions.

The Spread (if any) shall be determined in good faith by the Board of Directors in consultation with the Manager and, where appropriate, third party service providers. Any potential hedging gains or losses relating to the Disposal Portfolio (as defined below) shall be borne by the redeeming Shareholders.

For the purpose of determining any Spread and the Secondary Value Dealing Price, it shall be assumed that the Sub-Fund will, if it were necessary to meet redemption requests realise selected assets, including cash and temporary investments (if applicable), believed to fairly and reasonably reflect the composition of the Sub-Fund's portfolio, in consideration of the level of redemption requests, relative to the Sub-

Fund's total size (pre redemption), for such SVD Redemption Day (the **Disposal Portfolio**).

The Board of Directors shall, in consultation with the Manager and on the basis of criteria such as, but not limited to, vintage year, funding level, industry, rating, currency, geographical focus and quality of the assets, determine which assets may be sold to meet redemption requests, and thus serve to determine the Spread.

Where there are redemptions on the SVD Redemption Day, the Secondary Value Dealing Price shall, in good faith, be determined typically within 120 calendar days of the SVD Redemption Day (or if not practicable, as soon as practicable thereafter) (the **Secondary Value Dealing Price Date**).

Subscribing and redeeming Investors shall be notified about the Secondary Value Dealing Price within 10 calendar days of the Secondary Value Dealing Price Date.

#### ***Net Asset Value During Secondary Value Dealing***

As long as the Secondary Value Dealing is applied, the Sub-Fund's Net Asset Value shall continue to be calculated in accordance with section "Calculation of Net Asset Value", provided that profits, losses and expenses that can be allocated to the Disposal Portfolio shall be excluded from the Sub-Fund's Net Asset Value. No subscriptions or redemptions will be transacted at the Sub-Fund's Net Asset Value during the Secondary Value Dealing.

#### ***Return to Regular Dealing Procedure***

The Sub-Fund will return to the Regular Dealing Procedure at the assessment of the Board of Directors that the Extraordinary Circumstances having warranted the application of the Secondary Value Dealing Procedure are no longer present. The Shareholders shall be notified about such change as soon as reasonably practicable.

More specifically, it is expected that the Secondary Value Dealing will be replaced by the regular dealing procedure, as soon as practicable when market, economic, and fund specific circumstances have normalised and any spread is estimated to have disappeared (i.e. Net Asset Value and Secondary Value Dealing Price have converged).

Secondary Value Dealing is subject to such further terms and conditions as set forth in the relevant Sub-Fund Specifications.

### **9. CONVERSION OF SHARES**

The conversion of Shares in a given Sub-Fund into Shares of another Sub-Fund or the conversion of Shares of one Class into another Class within the same Sub-Fund or of another Sub-Fund may be authorised on a Sub-Fund by Sub-Fund basis as well as on a Class by Class basis as set forth in the relevant Sub-Fund Specifications. For the purposes of the calculation of the Redemption Restrictions, conversions of Shares shall not be considered redemptions.

### **10. CALCULATION OF THE NET ASSET VALUE**

The reference currency of the Fund is EUR. Each Sub-Fund (and each Class) may have a different reference currency. The NAV of each Sub-Fund's Shares is expressed in the reference currency of the relevant Sub-Fund and within each Sub-Fund the NAV of each Class, if applicable, is expressed in the reference currency of the relevant Class, as further described in the relevant Sub-Fund Specifications. The NAV is calculated by the Administrator under the responsibility of the Board of Directors.

The NAV per Share is calculated on a Class by Class basis (if applicable) and on a monthly basis, or otherwise on such frequency as set forth in the relevant Sub-Fund Specifications.

For the purpose of determining the NAV of the Fund, the net assets attributable to each Class within each Sub-Fund shall, if not denominated in EUR, be converted into EUR and the NAV of the Fund shall be the aggregate of the net assets of all the Sub-Funds. All accounting gains, losses, income or expenditure as well as movements in cash relating to the use of foreign exchange hedging for a specific Class within a given Sub-Fund shall be attributed entirely to the specific Class within a given Sub-Fund that the hedging was entered into on behalf of and will not be attributed to any other Class/Sub-Fund.

The Fund reserves the right to suspend the determination of the NAV of a Sub-Fund under the circumstances set forth under Chapter 11. "Suspension of the Calculation of the Net Asset Value" below.

As between Shareholders, each Sub-Fund is treated as a separate entity, generating (without restriction) its own contributions, capital gains and capital losses, fees and expenses. The Fund constitutes a single legal entity. However with regard to third parties, in particular towards the Fund's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

Unless otherwise specified in the relevant Sub-Fund Specifications, all assets and liabilities of the Fund shall be valued at fair value in compliance with the accounting principles applicable to the Fund. The Board of Directors of the Fund, in its discretion and in good faith, may permit some other method of valuation to be used, if it considers that such valuation would be more appropriate.

In the absence of bad faith, negligence or manifest error, every decision in calculating the NAV taken by the Board of Directors or by the Administrator, shall be final and binding on the Fund and present, past or future Shareholders.

I. The assets of the Fund shall include:

1. all cash in hand, receivable or on deposit, including any interest accrued thereon;
2. all bills and notes payable on demand and any account due (including the proceeds of securities sold but not delivered);

3. all securities, shares, bonds, time notes, debentures, debenture stocks, subscription rights, warrants and other securities, money market instruments and similar assets owned or contracted for by the Fund;
4. all interest accrued on any interest-bearing assets, except to the extent that the same is included or reflected in the principal amount of such assets;
5. all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;
6. the liquidating value of all forward contracts and all call or put options the Fund has an open position in; and
7. all other assets of any kind and nature, including expenses paid in advance in accordance with generally accepted accounting principles.

II. The value of such assets shall be determined at fair value with due regard to the following principles:

The value of any cash on hand or deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared but not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is derived after making such discount as may be considered appropriate in such case to reflect the true thereof.

Assets expressed in a currency other than the reference currency of the Sub-Fund concerned respectively in EUR shall be converted on the basis of the rate of exchange ruling on the relevant Valuation Day, or the last available rate. If such rate of exchange is not available, the rate of exchange will be determined in good faith by or under procedures established by the Board of Directors.

III. The liabilities of the Fund shall include:

1. all loans, bills and accounts payable;
2. all accrued interest on loans (including accrued fees for commitment for such loans);
3. all accrued or payable expenses (including administrative expenses, advisory and management fees, including incentive fees, depositary fees, and corporate agents' fees);
4. all known liabilities, present or future, including all matured contractual obligations for payment of money, including the amount of any unpaid distributions declared by the Fund;
5. an appropriate provision for future taxes based on capital and income to the calculation day, as determined from time to time by the Fund, and

other reserves (if any) authorised and approved by the Board of Directors, as well as such amount (if any) as the Board of Directors may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;

6. all other liabilities of whatsoever kind and nature reflected in accordance with generally accepted accounting principles; and
7. the costs and disbursements of any committees incurred in relation to the furtherance of the business of the Fund (if applicable) and shareholder meetings.

In determining the amount of such liabilities the Board of Directors shall, with due regard to the expenses borne by the Manager out of its management fee, take into account all expenses payable by the Fund which shall include formation expenses, fees, expenses, disbursements and out-of-pocket expenses payable to its accountants, Depositary and its correspondents, the Administrator, the Registrar and Transfer Agent as well as any other agent employed by the Fund, the remuneration of the directors and their reasonable out-of-pocket expenses, insurance coverage and reasonable travelling costs in connection with Board of Directors and investment committee meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, licensing fees for the use of the various indexes, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing the Prospectus, further explanatory sales documents, periodical reports or registration statements, the costs of publishing the NAV and any information relating to the estimated value of the Fund, the cost of printing certificates, if any, and the costs of any reports to Shareholders, the cost of convening and holding Shareholders', Board of Directors meetings and committee meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, transaction fees, the cost of publishing the issue and redemption prices, interests, bank charges and brokerage, postage, insurance, telephone and telex. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount for yearly or other periods. Such liabilities will be allocated among the Sub-Funds on a pro rata basis in proportion to their respective net assets.

IV. The assets and liabilities of different Sub-Funds or different Classes within the same Sub-Fund shall be allocated as follows:

1. the proceeds to be received from the issue of Shares of a Sub-Fund and Class, if applicable shall be applied in the books of the Fund to the relevant Sub-Fund and Class, if applicable;
2. where an asset is derived from another asset, such derived asset shall be applied in the books of the Fund to the same Sub-Fund and Class, if

applicable as the assets from which it was derived and on each revaluation of an asset, the increase or diminution in value shall be applied to the relevant Sub-Fund and Class, if applicable;

3. where the Fund incurs a liability which relates to any asset of a particular Sub-Fund and Class, if applicable or to any action taken in connection with an asset of a particular Sub-Fund and Class, if applicable, such liability shall be allocated to the relevant Sub-Fund and Class, if applicable;
4. upon the record date for determination of the person entitled to any dividend declared on Shares of any Sub-Fund and Class, if applicable, the assets of such Sub-Fund and Class, if applicable shall be reduced by the amount of such dividends; and
5. in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Sub-Fund and Class, if applicable, such asset or liability shall be allocated to all the Sub-Funds and Classes, if applicable *pro rata* to the NAV of the relevant Sub-Fund and Class, if applicable or in such other manner as determined by the Board of Directors acting in good faith.

V. For the purposes of the Net Asset Value computation:

1. Shares to be redeemed in accordance with the terms of this Prospectus shall be treated as existing and taken into account until immediately after the time specified by the Board of Directors on the relevant valuation time and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the relevant Sub-Fund and Class, if applicable;
2. Shares to be issued shall be treated as being in issue as from the time specified by the Board of Directors on the valuation time, and from such time and until received by the relevant Sub-Fund and Class, if applicable, the price therefore shall be deemed to be a debt due to the relevant Sub-Fund and Class, if applicable;
3. all investments, cash balances and other assets expressed in currencies other than the currency in which the NAV for the relevant Sub-Fund and Class, if applicable, is calculated shall be valued after taking into account the rate of exchange prevailing on the principal regulated market of each such asset on the Dealing Day preceding the valuation time; and
4. where on any valuation time the Fund has contracted to:
  - (a) purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the relevant Sub-Fund and Class, if applicable and the value of the asset to be acquired shall be shown as an asset of the relevant Sub-Fund and Class, if applicable;
  - (b) sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the relevant Sub-Fund and Class,

if applicable and the asset to be delivered shall not be included in the assets of the Fund;

provided however, that if the exact value or nature of such consideration or such asset is not known on such valuation time, then its value shall be estimated by the Board of Directors in good faith.

## **11. SUSPENSION OF THE CALCULATION OF THE NET ASSET VALUE**

The Fund is authorised to temporarily suspend the calculation of the NAV and the issue, conversion and redemption of Shares in any Sub-Fund in the following cases, and furthermore in such cases, in respect of a specific Sub-Fund, as authorised in the relevant Sub-Fund Specifications, or as otherwise determined by the Board of Directors in the interest of Investors.

- (a) during any period when any of the principal stock exchanges or other markets on which any substantial portion of the investments of the Fund attributable to such Sub-Fund from time to time is quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that such restriction or suspension affects the valuation on the investments of the Fund attributable to a Sub-Fund quoted thereon; or
- (b) during the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors as a result of which disposals or valuation of assets owned by the Fund attributable to such Sub-Fund would be impracticable; or
- (c) during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of the Fund attributable to such Sub-Fund or the current price or values on any stock exchange or other market in respect of the assets attributable to such Sub-Fund; or
- (d) when for any other reason the prices of any investments owned by the Fund attributable to any Sub-Fund cannot promptly or accurately be ascertained; or
- (e) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of the Shares of such Sub-Fund or during which any transfer of funds involved in the realisation or acquisition, of investments or payments due on redemption of Shares cannot in the opinion of the Board of Directors be effected at normal rates of exchange.

Shareholders holding Shares which are the subject of a suspension will be notified of any suspension of issue, redemption or determination of NAV or of any reinstatement following a suspension thereof.

Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The relevant Sub-Fund Specifications may provide that the calculation of the NAV of a Sub-Fund or a Class within that Sub-Fund may also be suspended for other reasons.

## 12. DIVIDEND POLICY

Any distributions of a given Sub-Fund's cash proceeds or the cash proceeds allocable to a given Class in a given Sub-Fund, either during the life of such Sub-Fund or Class, or prior to or upon its liquidation, will be made at the sole discretion of the Board of Directors. Any distributions shall be based on the provisions as set forth in the relevant Sub-Fund Specifications.

## 13. COSTS AND EXPENSES

Unless otherwise provided for in the relevant Sub-Fund Specifications, any costs and expenses incurred during the launch, operation or liquidation of the Fund and any of its Sub-Funds shall be allocated as follows:

### 13.1. Costs borne by the Fund and its Sub-Funds

### 13.2. Establishment costs

The Fund shall bear its preliminary expenses, including legal, taxation, accounting, the costs of drawing up and printing the Prospectus, notary public fees, the filing costs with administrative authorities and any other costs pertaining to the setting up and launching of the Fund.

These expenses shall be fully borne by the first Sub-Fund, provided that the maximum amount contributed by a Sub-Fund to cover these expenses may be capped to a certain amount as set forth in the relevant Sub-Fund Specifications.

The expenses incurred by the Fund in relation to the launch of an additional Sub-Fund will be borne by and payable out of the assets of the relevant Sub-Fund.

### 13.3. Management fee

The Manager may be entitled to receive an annual management fee the terms and conditions of which shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications.

### 13.4. Organizational charge

The Manager may be entitled to receive an organizational charge the terms and conditions of which shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications.

### 13.5. Incentive fee and carried interest

The terms and conditions of any incentive fee or carried interest to be paid to the Manager or any other manager appointed by the Board of Directors in respect of the investments of a relevant Sub-Fund shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications. Each Sub-Fund or Class, if applicable, will bear the incentive fees or carried interest attributable to its own investments.

### 13.6. Other fees

Other fees may be established by the Board of Directors for each Sub-Fund in the relevant Sub-Fund Specifications.

13.7. Operational costs and expenses

Unless otherwise provided in the relevant Sub-Fund Specifications, each Sub-Fund and Class, if applicable, shall pay all operational costs and expenses (other than already covered by the management fee referred to in 13.3 above) incurred for its own account, including but not limited to:

- (a) transaction costs and all expenses related to the investment activity of the Fund, whether or not any such investment is consummated;
- (b) costs and fees payable in relation to software or systems required to analyse and monitor investments and potential investments on an ongoing basis, if applicable;
- (c) accounting expenses, auditing fees, bank charges, legal fees, representation and publicity expenses, and other direct out-of-pocket costs; fees and expenses charged to the Fund and a given Sub-Fund or Class, if applicable by lawyers, the Independent Auditor, accountants, brokers, finders and other professional advisers;
- (d) the managerial fees and operational expenses attributable to its own investments, including, but not limited to, incentive fees and carried interest for the managers of those investments, if any;
- (e) taxes payable by the Fund, if any;
- (f) the costs of any listing application, if any, as well as the costs incurred with the ongoing listing of any of the Shares of the Fund or any Sub-Fund or Class thereof;
- (g) the costs related to business information providers;
- (h) the fees of the Depositary, the Administrator, the Registrar and Transfer Agent and other agents appointed by the Board of Directors; whereby the fees and expenses of the Depositary, the Administrator, the Registrar and Transfer Agent and such other agents shall be in accordance with usual practice in Luxembourg, such fees being based on the net assets of each Sub-Fund. Fees and expenses of correspondents, if any, of the Depositary are also borne by each Sub-Fund;
- (i) the cost of reasonable fees related to the members of the Board of Directors per person per year; as well as the costs of reasonable travel, accommodation and out of pocket expenses incurred by the members of the Board of Directors;
- (j) the costs of reasonable directors' and officers' liability insurance on behalf of the members of the Board of Directors and of the Manager and its key officers and employees;

- (k) the costs incurred in connection with any litigation, arbitration or other proceedings in relation to the Fund or the Sub-Funds; and
- (l) the costs of meetings of any investment/advisory committees and reimbursements of reasonable costs incurred by the members of these committees, as well as the costs relating to the convening and holding of Shareholders' meetings (including reasonable travel, accommodation and out of pocket expenses).

Each Sub-Fund and Class, if applicable shall thus pay for the costs and expenses attributable to it including any value added taxes. Costs and expenses which cannot be allotted to one specific Sub-Fund will be charged to the different Sub-Funds in equal parts or, as far as it is justified by the amounts concerned, proportional to their respective net assets.

## 14. TAX STATUS

The present Chapter is a short summary of certain important Luxembourg tax principles in relation to the Fund. The summary is based on laws and regulations in force and applied in Luxembourg at the date of this Prospectus. Provisions may change at short-term notice, possibly with retroactive effect.

This Chapter does not purport to be a complete summary of tax law and practice currently applicable in Luxembourg and does not contain any statement with respect to the tax treatment of an investment in the Fund in any other jurisdiction. Furthermore, this Chapter does not address the taxation of the Fund in any other jurisdiction or the taxation of any subsidiaries or intermediary companies of the Fund or of any investment structure in which the Fund holds an interest in any jurisdiction.

Depending on individual circumstances, the taxation treatment for Shareholders may differ from the guidance below and prospective Investors are advised to consult their own professional tax advisers in respect of their investment in the Fund under the laws of their country of citizenship, residence, domicile, presence or incorporation.

The Fund reserves the right to disclose the name of the Shareholders on the Shareholders' register, or any other relevant information relating to Shareholders, to any tax authority where required by law or where the Fund believes such disclosure is in the best interests of the Fund or the Shareholders. If it does so, it shall advise the relevant Shareholders, unless prevented to do so by law.

### 14.1. Taxation of the Fund

Under present Luxembourg law and administrative practice, the Fund is not liable for any Luxembourg corporate income tax, net worth tax or capital gains tax. The Fund is, however, liable in Luxembourg to a subscription tax (*taxe d'abonnement*) of in principle 0.01% (zero point zero one percent) per annum of its net assets, such tax being payable quarterly on the basis of the value of the aggregate net assets of the Fund at the end of the relevant calendar quarter. The value of assets represented by units or shares held in other SIFs or in undertakings for collective investment is however exempt from the subscription tax, provided such units have already been

subject to this tax. No stamp duty or other tax is payable in Luxembourg on the issue of Shares. No Luxembourg tax is payable on the realised capital appreciation of the assets of the Fund.

The Fund is liable for a fixed registration duty of EUR 75 (seventy five Euro) which was paid upon establishment and which shall be paid also upon future modification (if any) of its Articles.

#### 14.2. Luxembourg taxation of Shareholders

Under current legislation, Shareholders are not subject to any capital gains, income or withholding taxes in Luxembourg (except for those domiciled, resident or having a permanent establishment in Luxembourg to which the Shares can be attributed and except also with respect to Luxembourg gift tax but only in the event that a gift is made pursuant to a deed signed before a Luxembourg notary or is registered in Luxembourg).

#### 14.3. Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act (**FATCA**) was enacted into US law in March 2010 as part of the Hiring Incentives to Restore Employment Act. FATCA aims at reducing tax evasion by US citizens and requires foreign financial institutions outside the US (**FFIs**) to spontaneously provide information about financial accounts held, directly or indirectly, by specified US persons to the US Internal Revenue Service on an annual basis. A 30% withholding tax is imposed on certain US sources of income of any FFI that fails to comply with this requirement (**FATCA Withholding**).

To implement FATCA in Luxembourg, Luxembourg entered into a so-called Model 1 Intergovernmental Agreement (**IGA**) with the U.S., and a memorandum of understanding in respect thereof, on 28 March 2014. The IGA was implemented in Luxembourg domestic law by Law of 24 July 2015 (the **Luxembourg FATCA Law**). Luxembourg FFIs which comply with the requirements of the IGA, will not be subject to FATCA Withholding.

Under the Luxembourg IGA, Luxembourg FFIs are required to perform certain necessary due diligence and monitoring of investors, and to report to the Luxembourg tax authorities on an annual basis information about financial accounts held by (a) specified US investors, (b) certain US controlled entity investors and (c) non-US financial institution investors that do not comply with FATCA. Under the Luxembourg IGA, such information will subsequently be remitted by the Luxembourg tax authorities to the US Internal Revenue Service.

It is the intention of the Fund to procure that it is treated as complying with the requirements that FATCA and the Luxembourg IGA imposes upon it. However, no assurance can be provided that the Fund will be able to comply with such requirements and, in the event that it is not able to do so, the Fund could be exposed to fines which may reduce the amounts available to it to make payments to its Investors. Investors may be required to provide information to the Fund to comply with its reporting obligations under the IGA. To ensure the Fund's compliance with the IGA and the Luxembourg FATCA Law in accordance with the foregoing, the Fund may:

- (a) request information or documentation, including self-certification forms, a global intermediary identification number, if applicable, or any other valid evidence of an Investor's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such Investor's FATCA status;
- (b) report information concerning an Investor and his account holding in the Fund to the Luxembourg tax authorities if such account is deemed a US reportable account under the Luxembourg IGA; and
- (c) report information to the Luxembourg tax authorities concerning payments to account holders with the FATCA status of non-participating foreign financial institution.

Investors should contact their own tax advisers regarding the application of FATCA to their particular circumstances and their investment in the Fund.

#### 14.4. Common Reporting Standard

The OECD has developed the Common Reporting Standard (**CRS**) which aims at implementing automatic exchange of financial account information among participating countries. The CRS requires Luxembourg financial institutions to identify financial account holders and to determine whether they are tax resident in a country with which Luxembourg has an exchange of information agreement. Luxembourg financial institutions will need to report financial account information of such account holders to the Luxembourg tax authorities which will remit such information to the competent foreign tax authorities of the other country.

The CRS has been incorporated in the revised EU Directive on Administrative Cooperation (EU Directive 2014/107) (**DAC**) which effectively translates the CRS into EU law. Luxembourg implemented the DAC in Luxembourg domestic law by Law of 18 December 2015 (**Luxembourg CRS Law**). Pursuant to the Luxembourg CRS Law, the first year for which information needs to be exchanged is 2016. Such information will need to be exchanged by Luxembourg financial institutions with the Luxembourg tax authorities prior to 30 June 2017.

It is the intention of the Fund to procure that it is treated as complying with the requirements that the Luxembourg CRS Law places upon it. However, no assurance can be provided that the Fund will be able to comply with the Luxembourg CRS Law and, in the event that it is not able to do so, it could be exposed to fines which may reduce the amounts available to it to make payments to Investors. Investors will be required to provide certain information to the Fund to comply with the reporting obligations under the Luxembourg CRS Law. To ensure compliance with the Luxembourg CRS Law in accordance with the foregoing, it may:

- (a) request information or documentation, including self-certification forms, a tax identification number (if applicable), or any other relevant information in order to ascertain such Investor's status; and

- (b) report information concerning an Investor and its account holding in the Fund to the Luxembourg tax authorities if such Investor is a reportable accountholder under the Luxembourg CRS Law.

Investors should contact their own tax advisers regarding the application of the Luxembourg CRS Law to their particular circumstances and their investment in the Fund.

## **15. CERTAIN SHAREHOLDER MATTERS**

### **15.1. Meetings, Reports and Financial Year**

The general meeting of Shareholders is held every year at the Fund's registered office or at any other address in Luxembourg stipulated in the convening notice.

The annual general meeting of Shareholders shall be held on the last Thursday of the month of June at 11:00 (Luxembourg time) and for the first time in 2017. If this date is not a Business Day, the annual general meeting of Shareholders shall be held on the preceding Business Day.

Extraordinary general meetings shall be held upon call by the board of directors, pursuant to notice setting forth the agenda sent by mail to all registered Shareholders, to their address indicated in the register of Shareholders, at least 8 (eight) days prior to the general meeting. To the extent required by law, notices shall, in addition, be published in the *Recueil électronique des sociétés et associations* of Luxembourg, in a Luxembourg newspaper, and in such other newspapers as the board of directors may determine.

These notices shall indicate the time and place of the general meeting of Shareholders, the admission conditions, the agenda and the Luxembourg legal quorum and majority requirements. Each Shareholder may participate in the meetings of Shareholders by appointing in writing, via a cable, telegram or telefax, another person as his proxy. The Shareholders of a specified Sub-Fund or Class may, at any time, hold general meetings of Shareholders with the aim to deliberate on a subject which concerns only their Sub-Fund or Class (as the case may be).

At general meetings of Shareholders, each Shareholder has the right to 1 (one) vote for each whole Share held.

In the case of a joint holding, only the first named Shareholder may vote.

Unless otherwise stipulated by law or in the Articles, the decisions of the general meeting of Shareholders of a specified Sub-Fund will be reached by a simple majority vote of the Shareholders present or represented.

The financial year of the Fund begins each year on 1 January and ends on 31 December of the same year, with the exception of the first financial year, which shall begin on the date of the Fund's incorporation and shall terminate on 31 December 2016.

If the Board of Directors decides to prepare combined accounts, such accounts of the Fund will be expressed in EUR. For this purpose, all figures expressed in another currency than EUR will be converted into EUR at the rates used in the NAV calculation.

As required by the 2007 Law, the Fund will publish an annual report drawn up as *per* the end of the Fund's financial year, being 31 December of each year, available to Shareholders at the registered office of the Fund ultimately 6 (six) months after the end of the financial year of the Fund.

The annual report includes a balance sheet or a statement of income and a statement of changes in equity and a cash flow statement, a report on the activities of the past financial year as well as any significant information enabling Shareholders to make an informed judgment on the development of the activities and of the results of the Fund.

The financial information of the Fund shall be prepared in accordance with IFRS as adopted by the European Union, provided that the Board of Directors may decide to use different accounting methods in respect of any Sub-Fund, as set forth in the relevant Sub-Fund Specifications.

The Board of Directors may establish such further reports as determined in respect of a given Sub-Fund as set forth in the relevant Sub-Fund Specifications.

#### 15.2. Term and liquidation of the Fund and of Sub-Funds

The Fund has been set up for an unlimited term and shall end with the dissolution and liquidation of its last Sub-Fund.

The Sub-Fund(s) may be created for an undetermined period or for a fixed period as provided for in the relevant Sub-Fund Specifications. Sub-Funds created for a fixed period will terminate automatically on the expiration date (if any) provided for in the relevant Sub-Fund Specifications.

The Board of Directors may decide to liquidate a Sub-Fund if its net assets have decreased to, or have not reached, an amount determined by the Board of Directors to be the minimum level for such Sub-Fund to be operated in an economically efficient manner or if a change in circumstances relating to the Sub-Fund concerned would justify such liquidation.

Shareholders of the relevant Sub-Fund will be notified by the Board of Directors of any decision to liquidate the relevant Sub-Fund prior to the effective date of the liquidation and the notice will indicate the reasons for, and the procedures applicable to the liquidation.

Unless otherwise provided for in the relevant Sub-Fund Specifications, the Shareholders of the Sub-Fund concerned and who hold redeemable Shares may request the redemption of their Shares, in accordance with the terms contained in the relevant Sub-Fund Specifications and/or the Articles, upon or prior to the liquidation by application of the applicable liquidation NAV as determined by the Board of Directors. Assets which cannot be distributed to their beneficiaries upon the close of

liquidation of the Sub-Fund concerned will be deposited with the Depositary for a period of 6 (six) months after the end of the liquidation. After such time, the assets will be deposited with the *Caisse des Consignations* on behalf of their beneficiaries.

In addition to the above, should the capital of the Fund fall below 2/3 (two thirds) of the minimum capital, an extraordinary general meeting of Shareholders must be convened to consider the dissolution of the Fund. Any decision to liquidate the Fund must be taken by a majority of the Shares present or represented at the meeting.

Where the capital falls below ¼ (one quarter) of the minimum capital, the Board of Directors must convene an extraordinary general meeting of Shareholders to decide upon the liquidation of the Fund. At that meeting, the decision to liquidate the Fund may be taken by Shareholders holding together one quarter of the Shares present or represented.

As soon as the decision to liquidate or wind the Fund up is taken, the issue of Shares in all Sub-Funds and Classes is prohibited and any issuance of Shares in contradiction with this prohibition shall be deemed null and void.

### 15.3. Amalgamation

Unless otherwise provided for in the relevant Sub-Fund Specifications, the Board of Directors may decide to terminate one Sub-Fund by contributing its assets and liabilities into another existing or new Sub-Fund or into another existing or new collective investment scheme or an assimilated entity.

The Board of Directors may also organise the amalgamation of 2 (two) or more Sub-Funds into an existing or a new Sub-Fund. The Board of Directors will require the approval of the CSSF for such amalgamation.

Shareholders will be notified of any such decision as well as the relevant information in relation to the new Sub-Fund, the new collective investment scheme or assimilated entity or the new Class of Shares. Notice will be provided at least 1 (one) month before the amalgamation in order to enable Shareholders who hold redeemable Shares to request that their Shares be redeemed in accordance with the terms contained in the relevant Sub-Fund Specifications and/or the Articles before the amalgamation is completed.

### 15.4. Consolidation/splitting of Shares

The Board of Directors may decide to consolidate Shares of different Classes within a Sub-Fund or to split the Shares within a given Class of a Sub-Fund. A consolidation or split may also be resolved by a general meeting of Shareholders of the Sub-Fund concerned deciding, without any quorum requirements, at the simple majority of the Shares present or represented.

## 16. **INFORMATION AVAILABLE**

Copies of the Articles, this Prospectus, the relevant Sub-Fund Specifications, the Depositary Agreement, the Central Administration Agreement, the latest financial reports as well as any further relevant documents and/or reports in respect of any

Sub-Fund, if any, including any information which shall be disclosed to Investors pursuant to article 21 of the 2013 Law, shall be available for Investors at the Fund's registered office.

The NAV per Share of each Sub-Fund and Class, if applicable, shall be available on or after each Valuation Day at the Fund's registered office.

Shareholders may only receive communication of the Sub-Fund Specifications relating to the Sub-Fund(s) in which they are investing.

Claims of Shareholders against the Fund lapse 5 (five) years after the date of the event giving rise to the rights invoked.

English shall be the governing language for this Prospectus.

## **17. AMENDMENTS**

The Board of Directors shall be authorised to amend this Prospectus in order to:

- (a) reflect a change in the name of the Fund or a given Sub-Fund;
- (b) make any change that is necessary or desirable to cure any ambiguity or to correct or supplement any provision of this Prospectus that would otherwise be inconsistent with the Articles;
- (c) make all changes necessary to satisfy AIFMD or other regulatory and/or tax requirements;
- (d) make a change that is necessary or desirable to satisfy any applicable requirements, conditions or guidelines contained in any opinion, directive, order, statute, rule or regulation of any governmental entity so long as the change is made in a manner which minimises any adverse effect on Shareholders; or
- (e) any other amendment that in the opinion of the Board of Directors may be necessary or desirable;

provided that in each case the amendment does not adversely affect Shareholders in a material respect, that the Shareholders are duly informed of any such amendments and that such amendments are approved by the CSSF.

No amendment, which increases an Investor's Subscription, modifies the profit allocation rules or decreases the level of approval of Shareholders required to make such amendments may be made without the unanimous approval of all the Shareholders entitled to vote.

## **18. CONFLICTS OF INTEREST**

While the Board of Directors intends to avoid conflicts of interest, each Shareholder acknowledges that there may be situations in which the interests of the Fund may conflict with the interests of the Board of Directors or the Manager or their affiliates. Each Shareholder agrees that the Board of Directors or the Manager or their affiliates may engage in any activity not specifically prohibited by this Prospectus and such

activities shall not, in any case or in the aggregate, be deemed a breach of the provisions of this Prospectus or any duty owed by any such person to the Fund or to any Shareholder, except to the extent such person engaged in any act or omission that (i) is judicially determined by a competent court of law to constitute a material breach of this Prospectus or Articles (which has not been promptly cured after receipt of notice), fraud, gross negligence, or willful misconduct, or (ii) is acknowledged in writing by the Board of Directors or the Manager or their affiliates, as appropriate, to constitute a material breach of this Prospectus or Articles (which has not been promptly cured after receipt of notice), fraud, gross negligence, or willful misconduct.

A copy of the conflicts of interest policy adopted by the Manager pursuant to article 42bis (2) of the Law and any additional information about conflicts of interest relating to the Fund including the entities involved in its management, administration or the safekeeping of its assets is available upon request at the registered office of the Fund.

The conflicts of interest which have been identified during a financial year (if any) will be described in the Fund's annual audited financial statements.

## 19. RISK FACTORS

Potential Investors should consider the following risk factors before investing in the Fund, subject to any other risk factors contained in the relevant Sub-Fund Specifications. Potential Investors should also inform themselves of, and where appropriate consult their professional advisers, as to the tax consequences of application for buying, holding, exchanging, redeeming or otherwise disposing of Shares under the law of their country of residence or domicile. This information is not intended to be an exhaustive listing of all potential risks associated with an investment in the Fund's Shares.

The Fund must be considered for Investors accepting a certain level of risk and aware that there is no assurance that the Fund's objectives will be achieved or that there will be any return of capital. All private market investments risk the loss of capital.

Investment in the Fund should be considered only by sophisticated Investors who are willing and able to assume the risk of loss and degree of illiquidity involved by the type of investment made by the Fund.

### 19.1. Investment Risks

**Investment risks in general.** The Investments may involve highly speculative investment techniques, highly concentrated portfolios, control and non-control positions and/or illiquid investments. This offering is a non-specified asset offering, and Investors will not have an opportunity to evaluate specific assets prior to investing. Because of the specialized nature of the Fund, an investment in the Fund may not be suitable for certain Investors and, in any event, an investment in the Fund should constitute only a limited part of an Investor's total portfolio. There can be no assurance that (i) the Fund will have any profits, (ii) that cash will be available for distributions, (iii) that the income of the Fund will exceed its expenses, (iv) that the Net Asset Value of the Fund will increase, and (v) that Investors will not sustain a total loss of their investment in the Fund.

**Lack of operating history.** The Fund has not (or has only recently) commenced operations and therefore has limited or no operating history upon which prospective Investors may evaluate its performance.

**Identification of investment opportunities and expenses.** The success of the Fund depends on the availability and identification of suitable investment opportunities. The availability of investment opportunities will be subject to market conditions and other factors outside the control of the Fund. There can be no assurance that the Fund will be able to identify sufficient attractive investment opportunities to meet its investment objective.

**Nature of Portfolio Companies.** The Investments will include direct and indirect exposure in various companies, ventures and businesses ("**Portfolio Companies**"). The Investments may also include Portfolio Companies that are in a state of distress, have a poor record and/or are undergoing restructuring or changes in management, and there can be no assurance that such restructuring or changes will be successful. The management of such Portfolio Companies which did not perform as expected and may depend on one or a small number of key individuals, and the loss of the services of any of these individuals may adversely affect the performance of such Portfolio Companies.

**Economic, political and legal risks.** The Investments will be made in a number of countries, including less developed countries, exposing Investors to a range of potential economic, political and legal risks that might not exist in the Investors' domiciles, which could have an adverse effect on the Fund. These may include but are not limited to declines in economic growth, inflation, deflation, currency revaluation, nationalization, expropriation, confiscatory taxation, governmental restrictions, adverse regulation, social or political instability, negative diplomatic developments, military conflicts, and terrorist attacks.

Investors should note that private markets in countries where the Investments are made may be significantly less developed than those in the Investors' domiciles. Certain Investments may be subject to extensive regulation by national governments and/or political subdivisions thereof, which prevent the Fund from making investments it otherwise would make, or which may cause the Fund to incur substantial additional costs or delays that it otherwise would not suffer.

Such countries may have different regulatory standards with respect to insider trading rules, restrictions on market manipulation, shareholder proxy requirements and/or disclosure of information. In addition, the laws of various countries governing business organizations, bankruptcy and insolvency may make legal action difficult and provide little, if any, legal protection for Investors, including the Fund. Any such laws or regulations may change unpredictably based on political, economic, social, and/or market developments.

**New US Legislation Relating to Certain Foreign Accounts.** Newly enacted US legislation may impose withholding taxes on certain types of payments made to "foreign financial institutions" and certain other non-US entities. Under this legislation, the failure to comply with certification, information reporting and other

specified requirements could result in US federal withholding tax being imposed on distributions and sales proceeds paid to the Fund, as well as distributions and proceeds paid to US Investors who hold Shares through foreign accounts or foreign intermediaries and certain Non-US Investors. In particular, the legislation imposes a 30% US federal withholding tax on dividends and sales proceeds paid to a foreign financial institution or to a foreign non-financial entity, unless (i) the foreign financial institution undertakes certain diligence and reporting obligations or (ii) the foreign non-financial entity either certifies it does not have any substantial US Persons as owners or furnishes identifying information regarding each substantial US owner. If a payee is a foreign financial institution, it must enter into an agreement with the US Treasury requiring, among other things, that it (a) undertakes to identify accounts held by certain US Persons or US-owned foreign entities, (b) annually report certain information about such accounts and (c) withhold US federal tax at a rate of 30% on payments to account holders whose actions prevent it from complying with these reporting and other requirements. To the extent the Fund is subject to US federal withholding tax under this legislation as a result of an Investor failing to comply with applicable identification requirements, the withheld tax may be allocated to such Investor and such allocation may have a material adverse effect on such Investor's investment in the Fund. The legislation generally applies to payments made after 30 June 2014. Prospective Investors should consult their tax advisers regarding this legislation.

**FTT.** During 2012 the EU Commission attempted to introduce an EU-wide financial transactions tax. However, not all Member States were in favour of such a tax and it became impossible for unanimity to be achieved in an acceptable timeframe across all Member States. Subsequently, 11 Member States of the EU requested that the EU Commission develop a proposal for the introduction of a common financial transactions tax ("FTT") for each of those Member States. The EU Commission developed such a proposal under the EU's enhanced cooperation procedure which allows 9 or more Member States to implement common legislation. In January 2013, the EU Council of Ministers authorised the EU Commission to proceed with enhanced cooperation for a common FTT and the EU Commission published a draft Directive on 14 February 2013 containing proposals for the FTT. This FTT is intended to be introduced only in the 11 participating Member States (Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia).

The proposed FTT imposes a charge on financial transactions, among others on purchases and sales of financial instruments. This charge will be levied on each party at not less than 0.1 per cent. of the purchase price or other consideration for a financial transaction (other than those related to derivative contracts). The FTT also imposes a charge on the conclusion or modification of, and a purchase and sale of a derivative contract; this charge will be levied at not less than 0.01 per cent. of the nominal amount of the derivative. A charge to FTT will arise in a participating Member State if at least one party to a financial transaction is established in that Member State and a financial institution established in (or treated as established in) that Member State is a party to the financial transaction, for its own account, for the account of another person, or if the financial institution is acting in the name of a party to the transaction. It is important to be aware that a financial institution will be treated as established in a

participating Member State if its seat is there, it is authorised there or it is acting via a branch in that Member State (as regards branch transactions), or for a particular transaction, merely because it is entering into the financial transaction with another person who is established in that participating Member State. Furthermore, a financial institution will be treated as established in a participating Member State in respect of a financial transaction if it is a party (for its own account or for the account of another person) or is acting in the name of a party, to a financial transaction in respect of a financial instrument issued within that participating Member State. The other party to such a transaction will also be treated as established in that participating Member State. There are limited exemptions to the proposed FTT; one important exemption is the “primary market transactions” exemption which should encompass the issuing, allotment, underwriting or subscribing for shares, bonds and securitised debt, but not derivative contracts. Even though the FTT is to be introduced only in the participating Member States, it could impact financial institutions operating inside and outside the 11 participating Member States, and the FTT could be payable in relation to the Shares if the FTT is introduced and the conditions for a charge to arise are satisfied. On July 3, 2013, the European Parliament adopted its position on the FTT proposal. The European Parliament approved the proposal subject to certain proposed amendments. Inter alia, the European Parliament suggested to supplement the proposal by a provision stipulating that a financial transaction in relation to which no FTT has been levied shall be deemed legally unenforceable and shall not result in a transfer of legal title of the underlying instrument. However, the European Parliament only plays a consultative role and its suggestions can be disregarded. The proposed FTT is still under consideration by the EU Commission, and the participating Member States and it may therefore be subject to amendment before it is implemented.

**Currency risk.** The Fund’s assets may be denominated in a number of different currencies. Any returns on, and the value of such Fund’s assets may, therefore, be materially affected by exchange rate fluctuations, local exchange control, limited liquidity of the relevant foreign exchange markets, the convertibility of the currencies in question and/or other factors. A decline in the value of the currencies in which the Fund’s assets are denominated against the currency of the Fund may result in losses for the Fund.

**Financial market fluctuations.** Fluctuations in the market prices of securities may affect the value of the Fund’s assets and may increase the risks inherent in such investments. A Portfolio Fund’s ability to refinance its debts and remain solvent may depend on the ability to sell new securities in the capital markets, to borrow from banks or otherwise, which may be impracticable or impossible in certain market environments.

**Illiquid investments.** The Fund’s assets generally will be subject to legal or other restrictions on transfer or will be investments for which no liquid market exists. As a consequence, the Fund may not be able to sell the Fund’s assets when it desires to do so or to realize what it perceives to be their fair value upon a sale. It is not generally expected that the Fund’s assets will be sold for a number of years after such investments are made.

**Control issues.** The Fund, the Board of Directors, the Manager and their affiliates (as the case may be) will generally not have (i) the right to participate in the management, control or operation of the Fund's assets, (ii) the opportunity to evaluate the relevant economic, financial and other information that will be used by the respective managers, or (iii) the authority to remove the management of any Fund's assets. The Shareholders will not acquire any direct economic or voting interest in the Fund's assets.

**Risks relating to accounting, auditing and financial reporting, etc.** The legal, regulatory, disclosure, accounting, auditing and reporting standards in certain of the countries in which the Fund invests (both directly and indirectly) may be less stringent and may not provide the same degree of protection or information to Investors as would generally apply in the Investors' domiciles. Although the Fund itself will be preparing its accounts in accordance with a recognized set of accounting principles, the assets, liabilities, profits and losses appearing in published financial statements of the Fund's assets may not reflect their financial position or operating results as they would be reflected under generally accepted accounting principles in the Investors' domiciles.

**Hedging.** The Fund may employ hedging techniques designed to protect against adverse movements in currency, interest rates or other risks. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. Thus, while the Fund may benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices, currency exchange rates or other factors may result in poorer overall performance for the Fund than if it had not entered into such hedging transactions.

**Possible lack of diversification.** There can be no assurance as to the degree of diversification that will be achieved in the Investments made by the Fund. Concentrated investment exposure by the Fund could magnify the other risks described herein. The Fund may participate in a limited number of Investments and, as a consequence, the aggregate return of the Fund may be substantially adversely affected by the unfavorable performance of even a single Investment.

**Disposition of the Fund's assets.** In connection with the disposition of the Fund's assets, the Fund may be required to make representations and warranties regarding the business and its financial affairs. The Fund may also be required to indemnify the purchasers of the Fund's assets to the extent that any such representations and warranties are inaccurate or misleading. These arrangements may result in liabilities for the Fund. The disposition of the Fund's assets by the Fund may also give rise to certain tax liabilities.

**Enforcement.** Costs and delays could be encountered in connection with the enforcement of and recovery of the Fund's assets with corresponding delays in the receipt of related proceeds by the Fund.

**Leverage.** The Fund may invest in highly leveraged investments, e.g. in companies with a high degree of indebtedness. Investments in highly leveraged investments may be made either directly or indirectly through special purpose vehicles (which may invest

in sub-investment grade investments). Investments that are highly leveraged and/or sub-investment grade have a higher risk of defaulting on their debt than investments with lower leverage and/or that are rated investment grade, due to greater exposure to adverse economic factors such as rising interest rates, reduced cash flows, fluctuations in exchange rates, inflation, downturns in the economy or deterioration in the condition of the relevant company or industry. If any of the Fund's assets in which the Fund has invested restructure or default on their debt, the Fund may not recover its investment.

**Interest rate risk.** Interest rate risk is the risk that fixed rate debt instruments will decline in value because of an increase in interest rates. As nominal interest rates rise, the value of certain debt instruments is likely to decrease.

## 19.2. Management Risks

**Reliance on the Manager.** The Manager has full discretionary authority to identify, structure, allocate, execute, administer, monitor and liquidate the Investments and, in doing so, has no responsibility to consult with any Investor. Accordingly, an Investor in the Fund must rely upon the abilities of the Manager, and no person should invest in the Fund unless such person is willing to entrust all aspects of the investment and management decisions of the Fund to the Manager.

**Dependence on key personnel.** The ability of the Manager to manage the Fund's affairs currently depends on its directors and the personnel of the Manager or its affiliates. The Manager will be relying extensively on the experience, relationships and expertise of such personnel. There can be no assurance that the same directors and/or personnel will remain employed with the Manager or their affiliates, or otherwise continue to be able to carry on their current duties throughout the term of the Fund. In addition, the ability of the Investments to meet their investment objectives may depend on certain key personnel. There can be no assurance that such individuals will remain involved with such Investments or otherwise continue to be able to carry on their historical or expected roles throughout the term of such Investments.

**Other obligations of the personnel of the Manager and its affiliates.** Although the directors, officers, principals and other personnel of the Manager and its affiliates will devote as much time as they believe is necessary to assist the Fund to achieve its investment objective, none of them expects to devote substantially all of his or her working time to the affairs of the Fund on account of prior and potential future commitments to other business activities.

**Lack of management control by Shareholders.** Under the Articles, the Shareholders do not have the right to participate in the management or operation of the Fund .

## 19.3. Investor Risks

**Multiple levels of expense.** The Fund and its Investments will each incur and/or impose management and/or administrative costs, expenses and incentive allocations. Shareholders will be required to bear their proportionate share of such fees, costs and expenses.

**Taxation risks.** An investment in the Fund involves complex income and other tax considerations that will differ for each prospective Investor. Each prospective Investor should review the discussion in “Certain Tax Considerations” and consult its tax adviser with respect to the income and other tax consequences of an investment in the Fund.

**No redemption right.** Subject to the relevant Sub-Fund Specifications, an Ordinary Shareholder may not withdraw from the Fund, except to the extent required to comply with applicable laws or regulations. The Fund may not be able to withdraw from its Investments pursuant to the terms of their constituent documents.

**Dilution from subsequent Share offerings.** Investors in the Fund subscribing for Ordinary Shares at subsequent share offerings will generally participate in existing Investments of the Fund, diluting the interests of existing Investors in the Fund therein.

**Distributions in kind.** If the Fund receives distributions in kind from an Investment, the Fund may incur additional costs and risks to dispose of such assets, or alternatively may make distributions in kind to Shareholders at the end of the lifetime of the Fund. There can be no assurance that Shareholders will be able to dispose of such assets or that the value of such assets as determined by the Fund for purposes of the distribution will ultimately be realized. Disposition of any such assets by Shareholders will likely require them to incur costs and expenses.

**Liability for return of distributions.** Under certain circumstances, proceeds distributable (or previously distributed) to the Shareholders may be retained and reinvested by the Manager for Fund obligations or any other proper purpose; or recalled for reinvestment from the Investors by the Manager for Fund obligations or any other proper purpose.

#### 19.4. Risks specific to Mezzanine Investments

Certain debt securities in which the Fund may invest typically will be subordinated to substantial amounts of senior indebtedness. The ability of the Fund to influence the issuer of such subordinated debt, especially during periods of financial distress or following insolvency, is likely to be substantially less than that of senior creditors. In addition, certain debt securities in which the Fund may invest may not be protected by financial covenants, may have limited liquidity and/or may not be rated by a credit rating agency. Debt securities are also subject to other creditor risks, including (i) the possible invalidation of an investment transaction as a “fraudulent conveyance” under relevant creditors’ rights laws, (ii) so-called lender liability claims by the issuer of the obligations and (iii) environmental liabilities that may arise with respect to collateral securing the obligations. The Investments may be subject to early redemption features, refinancing options, pre-payment options or similar provisions which, in each case, could result in the issuer repaying the principal on an obligation held by the Fund earlier than expected, resulting in a lower return to the Fund than projected. In many cases, the Fund’s management of its Investments and its remedies with respect thereto, including the ability to foreclose on any collateral securing such Investments, will be subject to the rights of the senior lenders and contractual inter-creditor

provisions. Accordingly, there can be no assurance that the Fund's return objectives will be realized.

19.5. Risks arising from the Nature of the Investment in Private Markets

Private markets investments typically display uncertainties which do not exist to the same extent in other investments (e.g. listed securities).

Further, private markets investments are often illiquid long-term investments that do not display the liquidity or transparency characteristics often found in other investments (e.g. listed securities). Certain investments are valued on the basis of estimated prices and therefore subject to potentially greater pricing uncertainties than listed securities.

An investment in the Fund should be thought of as a long-term investment.

19.6. Risk arising from proceeds being paid on the basis of the Secondary Value Dealing Price

In Extraordinary Circumstances, redemption proceeds may not be paid on the basis of the NAV per Share but based on the Secondary Value Dealing Price which may be lower than the NAV per Share.

19.7. Potential Conflicts of Interest

By acquiring an Ordinary Share, each Ordinary Shareholder will be deemed to have acknowledged the existence of potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict.

**Affiliates.** Affiliates of the Manager engage in financial advisory activities that are independent from, and may from time to time conflict with, those of the Fund or its Investments. In the future, there might arise instances where the interests of such affiliates conflict with the interests of the Fund or its Investments. Affiliates of the Manager may provide services to, invest in, advise, sponsor and/or act as investment manager to investment vehicles and other persons or entities (including prospective Investors in the Investments) which may have structures, investment objectives and/or policies that are similar to (or different than) those of the Fund; which may compete with the Fund for investment opportunities; and which may co-invest with the Fund in certain transactions. In addition, affiliates of the Manager and their respective clients may themselves invest in securities that would be appropriate for the Investments and may compete with the Investments for investment opportunities. The Fund may invest in entities that are affiliates of or are managed by the Manager, including in respect of which them or their affiliates may receive investment management, advisory or other fees, in addition to those payable by the Fund.

**Investment opportunities.** Although the Manager will seek to allocate investment opportunities among the Fund and their other clients in a fair and reasonable manner, there can be no assurance that an investment opportunity which falls within the investment objective and strategy of the Fund will be appropriate for the Fund or will be referred to the Fund. In particular, in certain instances the Manager or its affiliates

may form investment vehicles that focus on particular market segments, typically in segments where access to investment opportunities is relatively scarce. Such vehicles may be granted priority access in relation to investment opportunities within their investment focus.

**Advisory Board.** In the event that any matter arises that the Manager determines in its good faith judgment constitutes an actual conflict of interest between the Fund and the Manager or its affiliates, the Manager may refer the matter to the relevant Advisory Board, if any, or to the Shareholders' meeting for resolution. The Manager may act as it deems necessary or appropriate to ameliorate the conflict. Upon referring the matter accordingly, the Manager will be relieved of any responsibility for the conflict.

**Incentive Allocation.** The existence of the Manager's Incentive Allocation (as defined in the relevant Sub-Fund specification) may create an incentive for more speculative investments to be made by the Manager or its affiliates on behalf of the Fund than it would otherwise make in the absence of such performance-based arrangements.

**No separate counsel.** Loyens & Loeff Luxembourg S.à r.l. have acted as special counsel to the Fund in connection with its organization and offering and may do so in the future in respect of ongoing investment activities. Separate counsel has not been engaged

The foregoing risk factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in Fund.

#### 19.8. Regulatory Risk

**European Market Infrastructure Regulation.** The European Market Infrastructure Regulation EU 648/2012 (**EMIR**) entered into force on 16 August 2012. EMIR aims to increase stability in OTC derivatives markets and includes measures to require the clearing of certain OTC derivatives through central clearing counterparties and to increase the transparency of OTC derivatives. The provisions of EMIR will apply to financial counterparties and non-financial counterparties who exceed certain thresholds, among others. It is currently believed that any hedge transactions entered into by the Fund should not need to be centrally cleared, however EMIR is still subject to implementing technical standards to be enacted at the supra-national and national level and it is possible that the requirements of EMIR may in future affect any hedge transactions entered into by the Fund. If the Fund were determined to be a "financial counterparty" it would be required to clear certain transactions through a central clearing system or may be required to post margin to a market counterparty if clearing were not possible. In such instance, it is unlikely that the Fund would be able to post margin to a central clearing counterparty or market counterparty. In such circumstances, a number of hedge counterparties may be unable to enter into hedge transactions with the Fund. Subject to the provisions of section 17 hereof, the Fund may, without the consent of any of the Shareholders concur in the making of modifications to the Fund Documents to comply with the requirements of EMIR including any implementing regulation, technical standards and guidance related thereto which may become applicable at any time.

**LIBOR and EURIBOR Reform.** Regulators and law-enforcement agencies from a number of governments, including entities in the U.S., Japan, Canada and the United Kingdom, have been conducting civil and criminal investigations into whether the member banks that contribute to the British Bankers' Association (the **BBA**) in connection with the calculation of the daily London inter-bank offered rates (**LIBOR**) may have been under-reporting or otherwise manipulating or attempting to manipulate LIBOR. There have also been allegations that member banks may have manipulated EURIBOR and other inter-bank lending rates. Investigations remain ongoing and there can be no assurance that there will not be additional findings of rate-setting manipulation or that future manipulation of LIBOR or other similar inter-bank lending rates will not occur.

Based on a review conducted by the Financial Conduct Authority of the United Kingdom (the **FCA**), legislation has been proposed which would alter the manner in which LIBOR is determined. Specifically, it is contemplated that the BBA would no longer be involved in the compilation of LIBOR submissions and that a new administrator would be selected. It is anticipated that a reform of EURIBOR will be implemented also, which may (but will not necessarily) be in a similar fashion.

It is not possible to predict the effect of any changes in the methods pursuant to which the LIBOR and/or EURIBOR rates are determined and any other reforms to LIBOR and/or EURIBOR that will be enacted in the United Kingdom and elsewhere. Any such changes or reforms to LIBOR and/or EURIBOR may result in a sudden or prolonged increase or decrease in reported LIBOR and/or EURIBOR rates, which could have an adverse impact on the value of the Shares and any payments linked to LIBOR and/or EURIBOR thereunder.

Any new administrator of LIBOR and/or EURIBOR may make methodological changes that could change the level of LIBOR or EURIBOR, which in turn may adversely affect the value of the Sub-Fund assets. Any new administrator of LIBOR or EURIBOR may also alter, discontinue or suspend calculation or dissemination of LIBOR or EURIBOR. The administrator of LIBOR or EURIBOR may take any actions in respect of LIBOR or EURIBOR without regard to the interests of any Investor in the Fund, and any of these actions could have an adverse effect on the value of the Fund.

The proposals to reform LIBOR in the UK also include compelling more banks to provide LIBOR submissions, and basing these submissions on actual transaction data. This may cause LIBOR to be more volatile than it has been in the past, which may adversely affect the value of the Fund's assets and, in turn, the Shares.

As the substantial majority of the interest payments due on the Fund's assets are expected to be calculated based upon LIBOR or EURIBOR and the Shares pay interest based upon LIBOR and EURIBOR, an inaccurate LIBOR or EURIBOR setting could have adverse effects on the Issuer and/or the Investors.

#### 19.9. Depository risk

The financial instruments of the Fund and/or its Sub-Funds that are required to be held in custody pursuant to AIFMD (if any) shall be held in custody with the

Depository's sub-custodians. Cash and matured fiduciary deposits may not be treated as segregated assets and might therefore not be segregated from the Depository's or sub-custodian's own assets in the event of the insolvency or the opening of bankruptcy, moratorium, liquidation or reorganization proceedings of the Depository or its sub-custodian (as the case may be).

Where securities are held with a sub-custodian of the Depository or by a securities system, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Fund may have to share that shortfall on a pro-rata basis. There may be circumstances where the Depository is relieved from liability for the acts or defaults of its appointed sub-custodians provided that the Depository has discharged its responsibility in compliance with articles 19(13) and 19(14) of the 2013 Law.

Where laws of a third country require that certain financial instruments be held in custody by a local entity and there are no local entities that satisfy the delegation requirements under the 2013 Law, the Depository can discharge itself of liability in certain circumstances under certain conditions.

In the event that the Fund invest in assets through financial and, as the case may be, or legal structures which it/the Manager does not directly or indirectly control or where the Fund invests in fund of funds structures or master-feeder structures where the underlying funds have a depository which keeps in custody the assets of these funds, the Depository is under no obligation to carry out its duties on a look through basis down to the underlying assets and will not do so.

**PARTNERS GROUP PRIVATE LOANS S.A., SICAV-SIF**

an investment company with variable capital  
*(société d'investissement à capital variable - SICAV)*

organised as an umbrella specialised investment fund  
*(fonds d'investissement spécialisé à compartiments multiples - FIS)*

in the form of a public limited liability company  
*(société anonyme - S.A.)*

(the **Fund**)

**Sub-Fund Specifications for**

**PARTNERS GROUP PRIVATE LOANS S.A., SICAV-SIF – SUB-FUND I**

(the **Sub-Fund**)

## I KEY TERMS

The following is provided for indicative purposes only and highlights certain key terms of the Sub-Fund – see “Terms and Conditions” for more detail. The following is qualified in its entirety by the Terms and Conditions and the Prospectus. In case of discrepancies between the following highlights and the provisions of the Terms and Conditions, the provisions of the Terms and Conditions shall prevail. Unless defined elsewhere in these Sub-Fund Specifications or unless the context indicates otherwise, capitalised words and expressions in these Sub-Fund Specifications have the meaning as described in the general part of this Prospectus.

**Fund** PARTNERS GROUP PRIVATE LOANS S.A., SICAV-SIF, an investment company with variable share capital (*société d’investissement à capital variable – SICAV*) organised as an umbrella specialised investment fund (*fonds d’investissement spécialisé à compartiments multiples – FIS*) in the form of a public limited liability company (*société anonyme – S.A.*) in accordance with the provisions of the 2007 Law and the 1915 Law (the **Law**).

The Fund was incorporated on 31 May 2016.

**Sub-Fund** PARTNERS GROUP PRIVATE LOANS S.A., SICAV-SIF – SUB-FUND I.

**Terms and conditions** The terms and conditions relating to the Sub-Fund as set forth in section IV (“Terms and Conditions”) of these Sub-Fund Specifications.

**Risk Factors** Investing in the Sub-Fund involves certain risks, some of which have been identified and are set out in more detail below in “Sub-Fund specific Risk Factors”.

<b>Target Allocation of Sub-Fund Investments</b>	Asset Class:	70-100%	Senior	Secured
	Debt/		First	Lien/ Unitranche Debt
		0-30%	Second Lien/ Subordinated	Debt/ Mezzanine/ Public Debt/ Equity/ Opportunistic
	Geography:	50-80%	Europe	
		20-50%	Other	

No single investment shall exceed 10% of total fund size at

the time of investment.

The Manager may adjust any of the above guidelines, based inter alia on the availability of investments and its assessment of the relevant investment opportunities. Accordingly, the actual allocation of investments may deviate from the targets above.

<b>Investment Period</b>	The Sub-Fund is open-ended. The Investment Period shall start on the date of the Initial Share Offering and shall continue throughout the Term.
<b>Term</b>	The Sub-Fund is formed with an unlimited duration.
<b>Minimum Investment Size</b>	EUR 200,000 for the EUR Shares, CHF 200,000 for the CHF Shares, GBP 200,000 for the GBP Shares, USD 200,000 for the USD Shares, AUD 200,000 for the AUD Shares and JPY 20,000,000 for the JPY Shares, provided that, with respect to the CHF Shares, the GBP Shares, the USD Shares, the AUD Shares and the JPY Shares, the Minimum Investment Size shall not be less than the equivalent of EUR 125,000.
<b>Management Fee</b>	<p>The Management Fee shall be calculated on the basis of the respective rate for the given Classes multiplied by the Sub-Fund's Net Asset Value attributable to such Classes, and the fair value of its Other Investments, as set out below. The Management Fee shall be accrued monthly and paid quarterly in arrears.</p> <p>The Management Fee for the various Classes are as follows:</p> <p><u>Class I Shares</u></p> <p>The Management Fee for Class I Shares shall be equal to 0.65% p.a. multiplied by the Net Asset Value of the Sub-Fund attributable to such Shares, increased with 0.85% p.a. of the fair value of Other Investments.</p> <p><u>Class T Shares</u></p> <p>The Management Fee for Class T Shares shall be equal to 0.325% p.a. multiplied by the Net Asset Value of the Sub-Fund attributable to such Shares, increased with 0.425% p.a. of the fair value of Other Investments.</p>
<b>Performance Fee</b>	Performance fees for Class I Shares shall be calculated and paid to the Manager at a rate of 10% per annum of the net positive difference between the NAV per Class I Share and

the High Water Mark, multiplied by the number of Class I Shares in issue at the end of the relevant calculation period.

Performance fees for Class T Shares shall be calculated and paid to the Manager at a rate of 5% per annum of the net positive difference between the NAV per Class T Share and the High Water Mark, multiplied by the number of Class T Shares in issue at the end of the relevant calculation period.

For the purpose of the above paragraphs, and in relation to each Class the **High Water Mark** shall mean the higher of (i) the NAV per Share (including any paid-out distributions and before deduction of the performance fee) at the end of such period when the performance fee was paid the last time, and (ii) the initial subscription price (including any paid-out distributions and before deduction of the performance fee).

Performance fees shall be calculated and accrued monthly, however shall be paid quarterly in arrears.

## INVESTMENTS

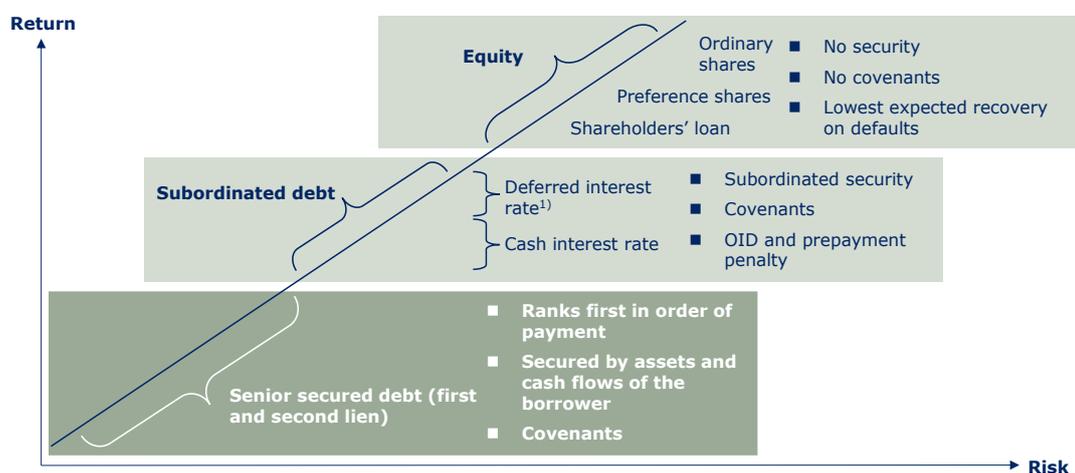
### 1. SENIOR SECURED LOAN MARKET

The Sub-Fund will make investments in primarily senior secured debt instruments and to a certain extent subordinated debt instruments – both asset classes are described below in more detail – typically in leveraged buyout transactions.

Senior secured debt facilities are typically employed in leveraged buyouts, growth financing, corporate re-financings and other private market transactions. Senior secured debt offer various benefits to investors, including current income and attractive floating rate returns. Senior secured loans are issued by borrowers in the primary market, which is supported by an active secondary market.

#### Senior secured loan and subordinated debt characteristics

Senior secured loans rely on cash-flow generated by the borrower's operations to pay interest and service debt. They benefit from first priority security rights over the issuer's tangible and intangible assets and operating cash flow, with returns derived from contractual interest over a fixed term to maturity. Senior secured loans are the most secure part of a company's capital structure and offer attractive cash-pay interest returns. Subordinated debt (including mezzanine debt) carries a higher rate of interest than that of senior secured loans, reflecting its position as a more junior financing instrument. Subordinated debt interest payments typically consist of both cash and capitalized (or deferred) interest (known as **Payment-In-Kind** or **PIK**) and may also contain equity upside. Both instruments may benefit from an Original Issue Discount (the **OID**) and an interest rate floor.



Source: Partners Group.

Senior secured debt instruments are generally less vulnerable than equity investments to unfavourable market conditions, because any losses in enterprise value are first

<sup>1</sup> Interest typically accrues quarterly or semi-annually until maturity or refinancing.

incurred by the equity investors. In addition, the receipt of regular income from senior secured loan investments contributes to the reduction of investment risk over time.

### **Principal protection through financial covenants**

Senior secured loans also usually benefit from covenants. Covenants are agreements between the company and its lenders to operate within certain financial and operational limits. Often, covenants are implemented in the following forms:

- **Financial maintenance covenants** are requirements placed on the borrower to maintain certain levels of financial performance, typically on a quarterly basis. Examples of financial covenants include maximum leverage ratios, minimum interest coverage and fixed charge/debt service coverage ratios, maximum capital expenditures and minimum EBITDA, with levels set close to the borrower's business plan metrics.
- **Negative covenants** are prohibitions or restrictions imposed on the borrower that prevent the borrower from taking certain actions and often restrict the ability for cash and/or assets to leak out of the company. Examples of negative covenants include restrictions on the borrower's ability to incur additional debt, restrictions on liens, payments (including dividends), asset sales, the issuance of securities, intercompany loans, investments, mergers and acquisitions and amendments to constituent agreements.
- **Affirmative covenants** require increased levels and frequency of disclosure of information. Examples of affirmative covenants include reporting requirements, delivery of other financial information and compliance certificates. Other affirmative covenants include the maintenance of insurance and hedging arrangements, maintenance of business lines and properties and use of the proceeds of the loan.

Covenants serve as early warning triggers and control mechanisms for lenders in situations where a company may be under-performing, thereby allowing lenders to monitor and engage the borrower and private equity sponsor. Covenants are tracked typically on a quarterly basis by the investment team and are used to continuously re-assess the credit risk of the debt investment post-closing.

### **Attractive yield including regular floating rate current income**

Senior secured debt instruments are structured as an obligation of the borrower to pay interest on a regular basis, usually on a monthly, quarterly or semi-annual basis. Depending on the situation of the borrower, the interest charge or margin will be in the range of 4.00% – 6.00% over LIBOR/EURIBOR on a first lien basis and 7.00% - 9.00% over LIBOR/EURIBOR on a second lien basis.

Floating rate instruments provide potential upside to the total loan returns if base rates rise in the future. Returns are also generated by up-front fees, known as an OID, and expressed as a percentage of face value on the loan.

For subordinated debt instruments, the interest payments are structured in the form of cash and capitalized interest, known as Payment-In-Kind or PIK. Total spreads (incl. cash and PIK interest) are typically between 10-13% over the EURIBOR/LIBOR.

Subordinated debt instruments can provide investors with an additional source of attractive returns through attached equity warrants, preferred equity or common equity shares that are incorporated in many of these transactions. The value of these participations is typically realized through a trade sale, an initial public offering or dividend payments.

Total returns can also be enhanced if the debt instrument is purchased in the secondary market from another investor at a discount to the par value.

### **Floating rate / inflation protection**

Senior secured loans typically offer investors a certain degree of protection against inflation. Due to interest payments often being linked to LIBOR or EURIBOR rates, returns of senior secured loans may benefit when increases in inflation expectations result in higher LIBOR or EURIBOR rates. Benchmark yields have come down significantly since 2008 and some are even negative (e.g. 3M CHFLIBOR). Given the low interest rate levels and the potential for higher inflation following the exceptionally expansionary monetary policy in parts of the advanced world, interest rates are eventually expected to rise as inflation expectations increase. This should benefit floating-rate debt while fixed rate debt prices may be negatively affected. Additionally, senior secured loans may benefit from LIBOR and EURIBOR floors, where these base rates are set at a minimum percentage rate and will rise when the base rates exceed the floor percentage level. Thus, the base rate paid to the lender will be the greater of the stated floor percentage rate and the currently prevailing LIBOR or EURIBOR interest rate.

## **2. INVESTMENT STRATEGY**

The Sub-Fund's objective is to generate attractive risk-adjusted returns by primarily investing in a diversified portfolio of mainly senior secured loans and subordinated loans. The Sub-Fund may also invest in debt instruments issued by real estate or infrastructure projects, in an effort to optimize the diversification of the portfolio. To a lesser extent the Sub-Fund may also invest in public debt, equity instruments, and other assets which have similar risk/return characteristics. Accordingly the Sub-Fund will be a multi-strategy private equity fund as meant in item 10 b) of the AIF reporting template in Annex IV of the Commission Delegated Regulation (EU) No 231/2013 of December 19, 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision. The Sub-Fund shall not enter into securities financing transactions or total return swaps, and accordingly part B of the annex to EU Regulation 2015/2365 on transparency of securities financing transactions shall not apply to the Sub-Fund.

## II TERMS AND CONDITIONS

- Shares** Shares shall be issued to Shareholders without nominal value.
- Shares will be issued subject to and upon receipt of full payment of the respective subscription price generally in the amounts indicated above. Shares will be available in book-entry form, and no certificates will be issued.
- The share capital of the Sub-Fund shall be represented by Shares without nominal value and shall at all times be equal to the Sub-Fund's total net assets.
- The base currency of the Sub-Fund is the Euro (EUR) (the **Sub-Fund Currency**) and the financial statements of the Sub-Fund will be presented in EUR.
- Share Classes** The Directors of the Fund have the authority to issue different Classes of Shares within the Sub-Fund and the issue of new Shares shall be at the discretion of the Directors. Details of the characteristics of such Share Classes offered by the Fund will be determined by the Directors. In case of the creation of additional Classes of Shares, this Prospectus will be updated.
- All Shares of the same Class have equal rights and privileges. Each Share is, upon issue, entitled to participate equally in assets of the relevant Class to which it relates on liquidation and in dividends and other distributions as declared for the Sub-Fund. The Shares will carry no preferential or pre-emptive rights and each whole Share will be entitled to one vote at all meetings of Shareholders.
- The Sub-Fund shall feature the following Classes of Shares:
- **Class I (EUR) Shares**, available to all Well-Informed Investors and denominated in euro;
  - **Class I (CHF) Shares**, available to all Well-Informed Investors and denominated in Swiss francs;
  - **Class I (GBP) Shares**, available to all Well-Informed Investors and denominated in British pounds sterling;
  - **Class I (USD) Shares**, available to all Well-Informed Investors and denominated in United States dollars;
  - **Class I (AUD) Shares**, available to all Well-Informed Investors and denominated in Australian dollars;
  - **Class I (JPY) Shares**, available to all Well-Informed

Investors and denominated in Japanese yen;

- **Class T (CHF) Shares**, available only to Well-Informed Investors that are select entrepreneurs from Partners Group's network, industry advisors, Partners Group's employees and its affiliates as approved by the Directors from time to time, and denominated in Swiss francs;
- **Class T (EUR) Shares**, available only to Well-Informed Investors that are select entrepreneurs from Partners Group's network, industry advisors, Partners Group's employees and its affiliates as approved by the Directors from time to time, and denominated in euro; and
- **Class T (USD) Shares**, available only to Well-Informed Investors that are select entrepreneurs from Partners Group's network, industry advisors, Partners Group's employees and its affiliates as approved by the Directors from time to time, and denominated in United States dollars.

The Class I (EUR) Shares, Class I (CHF) Shares, Class I (GBP) Shares, Class I (USD) Shares, Class I (AUD) Shares and Class I (JPY) Shares are also referred to as the **Class I Shares**, and the Class T (CHF) Shares, Class T (EUR) Shares and Class T (USD) Shares are also referred to as the **Class T Shares**.

The Class I (EUR) Shares and Class T (EUR) Shares are also referred to as the **EUR Shares**, the Class I (CHF) Shares and Class T (CHF) Shares are also referred to as the **CHF Shares**, the Class I (USD) Shares and Class T (USD) Shares are also referred to as the **USD Shares**, the Class I (GBP) Shares are also referred to as the **GBP Shares**, the Class I (AUD) Shares are also referred to as the **AUD Shares**, and the Class I (JPY) Shares are also referred to as the **JPY Shares**.

Contributions and distributions (including redemption payments) in respect of Shares shall be made in the currency in which such Shares are denominated, whereby distributions in respect of Shares not denominated in EUR shall be made in the currency in which the relevant Share Class is denominated at the prevailing EUR exchange rate on the relevant distribution date as reasonably determined by the Board of Directors.

Where payments are tendered by a subscriber or, if a capital withdrawal is required in a currency other than the base currency or the reference currency of the respective Class, the necessary foreign exchange transactions may be arranged by the

Administrator for the account of, and the expense of, the applicant at prevailing exchange rates on the relevant Business Day.

### **Subscription for Shares**

Investors wishing to subscribe for Shares must deliver a complete subscription agreement to be received by the Registrar and Transfer Agent. Pursuant to their subscription, Investors will irrevocably undertake to subscribe for Shares in consideration for the amount of their Subscription.

The minimum Subscription for an Investor will be:

- for EUR Shares: EUR 200,000 (two hundred thousand euro);
- for CHF Shares: CHF 200,000 (two hundred thousand Swiss francs);
- for GBP Shares: GBP 200,000 (two hundred thousand British pounds sterling);
- for USD Shares: USD 200,000 (two hundred thousand United States dollars);
- for AUD Shares: AUD 200,000 (two hundred thousand Australian dollars; and
- for JPY Shares: JPY 20,000,000 (twenty million Japanese yen);

provided that, with respect to the CHF Shares, the GBP Shares, the USD Shares, the AUD Shares and the JPY Shares, the Minimum Investment Size shall not be less than the equivalent of EUR 125,000 (one hundred and twenty-five thousand euro). The Board of Directors or, as the case may be, the Manager if authorized to do so by the Board of Directors, acting on behalf of the Sub-Fund, reserves the right to accept Subscriptions in lower amounts.

In respect of the Initial Share Offering, the issue of Shares shall not be restricted to Dealing Days. After the Initial Share Offering, the Sub-Fund may issue Shares on each Dealing Day. Subscriptions for Shares in the Sub-Fund after the Initial Share Offering can be made on a quarterly basis before 5:00 p.m. (Luxembourg time) on the 21<sup>st</sup> calendar day in each calendar quarter (i.e. in March, June, September, December) or if such day is not a Business Day, the following Business Day. Subscriptions received thereafter will be dealt with in respect of the Dealing Day in the following calendar quarter.

In respect of each Class, the issue price per Share shall, at the date

that Shares of such Class are first issued, be EUR 100 (one hundred Euro) per EUR Share, CHF 100 (one hundred Swiss francs) per CHF Share, GBP 100 (one hundred British pounds sterling) per GBP Share, USD 100 (one hundred United States dollars) per USD Share, AUD 100 (one hundred Australian dollars) per AUD Share and JPY 10,000 (ten thousand Japanese yen) per JPY Share. The issue price for each Share to be issued thereafter will correspond to the NAV per Share of the relevant Class as determined on the Valuation Day falling on the last Business Day of the month during which the complete Subscription Agreement in respect of such order is received (such NAV being released to Shareholders within thirty (30) calendar days from the relevant Valuation Day). Such NAV is therefore not known when the subscription is made (forward pricing).

Subscriptions for Shares may be accepted or rejected in whole or in part by the Board of Directors in its sole discretion. Furthermore, the Board of Directors or, as the case may be, the Manager if authorized to do so by the Board of Directors, may decline an issue of Shares in respect of a Subscription.

With respect to the issue of Shares, fractions of Shares rounded mathematically to the nearest three (3) decimal places will be issued, as the case may require.

Once a subscription has been completed and the relevant Shares have been issued, a contract note will be sent to the relevant Shareholder giving full details of the transaction.

**Ramp-Up Period** The Ramp-up Period of the Sub-Fund shall commence at its formation and shall end one year after the Initial Share Offering.

**Redemption of Shares** The Sub-Fund may redeem Shares on each Dealing Day. Requests for redemption of Shares shall be sent by Shareholders to the Fund on a quarterly basis before 5:00 p.m. (Luxembourg time) on the last Business Day of the last month of the previous quarter end. Redemption requests received thereafter will be dealt with in respect of the Dealing Day in the following calendar quarter.

Duly made redemption requests shall be accepted by the Sub-Fund subject to the Redemption Restrictions provided for under the general part of this Prospectus as well as further below. Redemption proceeds shall be paid out by the Sub-Fund typically within 30 calendar days after the relevant Dealing Day. Payments are made by telegraphic transfer and any costs incurred therewith will be borne by the redeeming Shareholder. The payment of redemption proceeds is carried out at the risk of the redeeming Shareholder.

Should the Sub-Fund have insufficient liquidity to satisfy the redemption requests, the acceptance of the redemption requests will be postponed, provided that such postponed redemption requests shall ultimately be accepted not later than at the Dealing Day following the 2<sup>nd</sup> anniversary of the respective redemption requests, whereby the redemption price shall, at the discretion of the Board of Directors, be based either on the NAV at the time of payment or on the applicable Secondary Value Dealing Price.

Once a redemption has been completed, a contract note will be sent to the relevant Shareholder giving full details of the transaction.

If a shareholder should hold less than one whole Share in the Sub-Fund, the Board of Directors reserves the right to force the redemption of such partial Share.

#### **Redemption Restrictions**

Redemption of Shares in the Sub-Fund may be limited on any Dealing Day so that no more than:

- (i) 20 per cent. of the NAV of the Sub-Fund, calculated as at the immediately preceding Valuation Day, rounded down to the nearest whole number, may be redeemed within the preceding 12 month period on a Net Redemption basis; and
- (ii) 5 per cent. of the NAV of the Sub-Fund, calculated as at the immediately preceding Valuation Day, rounded down to the nearest whole number, may be redeemed within the preceding 3 month period on a Net Redemption basis (together the **Redemption Restrictions**),

whereby **Net Redemption** shall mean, in relation to a specified Dealing Day, the amount by which the aggregate value of redemptions would exceed the aggregate value of subscriptions.

The foregoing Redemption Restrictions will be applied *pro rata* to all Shareholders who have requested redemption on such Dealing Day so that the proportion of each holding of Shares redeemed is the same for all such Shareholders. Any Shares which by virtue of this limitation are not redeemed with reference to any such Dealing Day shall be carried forward for redemption with effect on the next following Dealing Day at the redemption price associated with such next following Dealing Day. In respect of any Dealing Day to which redemption requests are deferred (the **Deferred Requests**), such requests will be dealt with *pro rata* to other redemption requests relating to that Dealing Day (the **Other Requests**). The deferral powers described in this paragraph

shall apply *mutatis mutandis* to any Other Requests which, as a result of the above limits, have not been satisfied in full on any Dealing Day.

Where the number of redemption requests received exceeds the aforementioned limits, each redemption request with reference to the same relevant Dealing Day will be treated on a *pro rata* basis.

If the liquidity profile of the portfolio is deemed to be sufficient at any time, the Board of Directors may at its sole discretion, instruct the Registrar and Transfer Agent to lift the Redemption Restrictions in whole or in part.

The Board of Directors expressly reserves the right to instruct the Registrar and Transfer Agent to waive the Redemption Restrictions described above at any time so long as such waiver is notified. In particular it is possible to deviate for individual Shareholders if a Shareholder must redeem Shares for compelling reasons (e.g. in the case of a liquidation).

**Dealing Day** The last Business Day of each calendar quarter shall be a Dealing Day.

**Valuation Day** The last Business Day of each month shall be a Valuation Day.

**Quarterly Dealing Procedure** Applications for subscription and redemption of Shares must be submitted to the Registrar and Transfer Agent.

Applications for subscriptions which are received prior to 5:00 p.m. (Luxembourg time) on the 21<sup>st</sup> calendar day in each calendar quarter (i.e. in March, June, September, December), or if such day is not a Business Day, the following Business Day will, if accepted, be dealt with on the next Dealing Day on the basis of the Net Asset Value per Share calculated as of the most recent Valuation Day. Applications received after such cut-off date, if accepted, will be dealt with on the Dealing Day thereafter on the basis of the Net Asset Value per Share as of the Valuation Day preceding such Dealing Day.

Applications for redemptions which are received prior to 5:00 p.m. (Luxembourg time) on the last Business Day of the last month of the previous quarter end, will, if accepted, be dealt with on the Dealing Day thereafter on the basis of the Net Asset Value per Share calculated as of the most recent Valuation Day. Applications received after such cut-off date, if accepted, will be dealt with on the Dealing Day in the following quarter on the basis of the Net Asset Value per Share as of the Valuation Day preceding such Dealing Day.

<b>Delivery into Clearing Systems</b>	Arrangements can be made for Shares to be held in accounts maintained with clearing houses. For further information about the procedure involved, please contact the Registrar and Transfer Agent.
<b>Investment Objective</b>	<p>The Sub-Fund's investment objective is to achieve attractive risk-adjusted returns on a broadly diversified portfolio consisting mainly of private markets credits. There can be no assurance that the Sub-Fund will achieve its investment objective.</p> <p>If the Board of Directors decides to change the investment objective of the Sub-Fund, Shareholders will be informed in writing prior to such change becoming effective and this Prospectus will be updated accordingly. Such change will be subject to the prior approval of the CSSF, without prejudice to the right of Shareholders having voted against such change, if material, to have their Shares redeemed at no cost to those Shareholders.</p>
<b>Target Investments</b>	<p>The Sub-Fund will primarily focus on investments in private markets credits on a global basis (the <b>Investments</b>), as further described in section II of the Sub-Fund Specifications.</p> <p>For diversification, access or other purposes, the Manager may make Investments in certain segments of the market indirectly, through other funds or vehicles managed or sponsored by Partners Group (each, a <b>Partners Group Vehicle</b>). In such cases, any fees charged by the Manager or its affiliates at the level of the Partners Group Vehicle, in relation to the Sub-Fund's investment, will be waived or rebated to the Sub-Fund.</p> <p>Information on where the underlying Investments are established shall be disclosed in the monthly reports of the Sub-Fund, which are available upon request at the registered office of the Sub-Fund.</p>
<b>Target allocation of Investments and Investment Restrictions</b>	The Sub-Fund shall not invest more than 10% of the NAV of the Sub-Fund directly and/or indirectly in any single private company at the time of investment.
<b>Hedging</b>	The Manager may, where considered appropriate, engage in transactions intended to reduce foreign currency and interest rate risks. In particular, hedging of non-EUR foreign exchange exposure is anticipated. However, the Fund has no obligation to hedge any risks at all, including any currency risk in respect of any Class of Shares.

In relation to currency hedging undertaken, if any, in the interest of a Class of Shares, the attention of the investors is drawn to the fact that the various Classes of Shares do not represent separate portfolios of assets and liabilities. Accordingly, although gains and losses on any hedging transactions entered into in respect of a particular Class of Shares shall affect such Class only, vis-à-vis third parties the entire Sub-Fund shall be liable for obligations incurred in connection with currency hedges in favor of any particular Class of Shares.

**Financing**

The Sub-Fund may establish credit lines via specialized institutions, banks or affiliates of the Manager to borrow up to 25% of the NAV of the Sub-Fund, increased, during the Ramp-up Period, by the Subscription amounts firmly committed by Investors for future Dealing Days. Any borrowing may be applied for the purpose of satisfying redemption requests, to bridge or leverage investments or for any other lawful purpose. The assets of the Sub-Fund may be used as collateral in connection with any credit facility.

The Manager will calculate the exposure of the Sub-Fund in accordance with the gross and commitment methods of calculating exposure and will regularly disclose that exposure to Investors in the audited report.

The Manager will not employ any leverage on behalf of the Sub-Fund by any means other than those relating to financing mentioned above.

**Investment Period**

The period during which the Fund may make investments (the **Investment Period**) shall continue throughout the Term (as defined below). The Manager may retain and re-invest proceeds distributable to the Shareholders into existing or new investments during the Investment Period.

**Well-Informed Investors**

Shares may be offered only to and can only be acquired by investors who qualify as well-informed investors in accordance with article 2 of the 2007 Law, which are those Investors who qualify either as (i) professional or institutional investors, (ii) other investors who confirm in writing that they adhere to the status of well-informed investors and are fully aware of the risks and rewards of this type of investment within the meaning of the Law and who either (a) invest or are committed to invest a minimum of EUR 125,000 (or the foreign currency equivalent thereof) in the Sub-Fund or (b) have been subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management Sub-Fund within the meaning of Directive

2009/65/EC certifying such investor's expertise, experience and knowledge in adequately appraising an investment in the Sub-Fund. A person taking part in the management of the Sub-Fund may also qualify as a Well-Informed Investor.

If the Sub-Fund determines that a Shareholder is not or is no longer a Well-Informed Investor, or if the Shareholder is in breach of its representations or warranties, or fails to make such representations or warranties or fails to deliver information (for example as required under the United States Foreign Account Tax Compliance Act of 2010 or similar law) as the Board of Directors may require, the Board of Directors may redeem Shares from such Shareholder in accordance with article 19 of the Articles.

The Registrar and Transfer Agent will support the Board of Directors at verifying that each Investor is a Well-Informed Investor.

U.S. Persons are prohibited from acquiring Shares in the Sub-Fund. **U.S. Person** shall have the meaning ascribed in Regulation S, as amended from time to time, of the United States Securities Act of 1933 as amended (the **1933 Act**) or as in any other Regulation or act which shall come into force within the United States of America and which shall in the future replace Regulation S or the 1933 Act.

Investors may be asked to produce additional documents for verification of their identity before acceptance of their applications. The Board of Directors reserves the right to reject any application in whole or in part.

<b>Nominees</b>	In certain instances Investors may be permitted to acquire Shares in the Sub-Fund through a nominee. Any such Investor must qualify as Well-Informed Investor which will be verified by the nominee. The nominee may levy additional administration or processing charges.
<b>Term</b>	The Sub-Fund is formed for an unlimited period.
<b>Liquidation</b>	Any voluntary or compulsory liquidation of the Sub-Fund shall be carried out in accordance with the provisions of the Law and the Articles which specify the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds. In the event that distributions cannot be made to Shareholders at the close of liquidation, the assets will be deposited in escrow with the <i>Caisse de Consignation</i> to be held for the benefit of the relevant Shareholders. Amounts not claimed from escrow within the relevant prescription period will be liable

to be forfeited in accordance with the provisions of Luxembourg law.

## **Management Fee**

In consideration of the investment management services provided by the Manager, the Sub-Fund shall pay a management fee to the Manager (the **Management Fee**). The Management Fee shall be due and payable to the Manager in respect of each calendar quarter from the date of the Initial Share Offering until the last day of the calendar quarter in which the liquidation of the Sub-Fund shall have been completed and no Management Fee shall be payable thereafter.

The Management Fee shall be calculated on the basis of the respective rate for the given Classes multiplied by the Sub-Fund's Net Asset Value attributable to such Classes, and the fair value of its Other Investments, as set out below. The Management Fees shall be accrued monthly and paid quarterly in arrears.

The Management Fee for the various Classes are as follows:

### Class I Shares

The Management Fee for Class I Shares shall be equal to 0.65% per annum multiplied by the Sub-Fund's Net Asset Value attributable to such Shares, increased with 0.85% per annum of the fair value of any Other Investments.

### Class T Shares

The Management Fee for Class T Shares shall be equal to 0.325% per annum multiplied by the Sub-Fund's Net Asset Value attributable to such Shares, increased with 0.425% per annum of the fair value of any Other Investments.

The Manager or its affiliates may receive Equalization Rebates and/or certain other fees in connection with the business (e.g. transaction fees, break-up fees, monitoring fees, or other similar fees) ("**Transaction Income**"). In certain limited instances the payment of certain types of transaction fees or monitoring fees may be accelerated upon the Fund's exit from an Investment or in certain other circumstances, such as an initial public offering or change of control. 100% of all Equalization Rebate and Transaction Income received (or such lower amount as may be agreed with the Advisory Board or the Shareholders' meeting in any case) (the "**Offset Amount**") shall be offset against the management fee; provided that such income shall exclude PGCF Fees and Administrative Services Fees. The Manager will report on any Transaction Income, and Equalization Rebate at the next Advisory Board meeting or Shareholders' meeting, as applicable.

**Performance Fee** Performance fees for Class I Shares shall be calculated and paid to the Manager at a rate of 10% per annum of the net positive difference between the NAV per Class I Share and the High Water Mark, multiplied by the number of Class I Shares in issue at the end of the relevant calculation period.

Performance fees for Class T Shares shall be calculated and paid to the Manager at a rate of 5% per annum of the net positive difference between the NAV per Class T Share and the High Water Mark, multiplied by the number of Class T Shares in issue at the end of the relevant calculation period.

For the purpose of the above paragraphs, and in relation to each Class the **High Water Mark** shall mean the higher of (i) the NAV per Share (including any paid-out distributions and before deduction of the performance fee) at the end of such period when the performance fee was paid the last time, and (ii) the initial subscription price (including any paid-out distributions and before deduction of the performance fee).

Performance fees shall be calculated and accrued monthly, however shall be paid quarterly in arrears.

**PGCF Fees** For the provision of advice on mergers, acquisitions, add-on acquisitions, financings, re-financings, public offerings, sales and similar transactions relating to any Investment of the Sub-Fund, financial advisory fees will be charged by the Manager or any of its affiliates; for the avoidance of doubt this excludes any fees associated with the routine operation or management of a business such as directors or monitoring fees. These fees shall be borne by the Sub-Fund, provided that the Manager shall be required to deliver a written report to the Shareholders' meeting, detailing all PGCF Fees and describe the associated services that were provided, pricing and, where applicable, any conflict management methodology applied by the Manager. The Manager intends to provide such report at the annual Shareholders' meeting.

**Administrative Services Fees** For the general administrative services provided to an Investment, or related intermediate special purpose investment vehicle, such as accounting services, domiciliation services, and representative and payment agent services, fees will be charged by the Manager or one of its affiliates. These fees shall be borne by the Sub-Fund, provided that the Manager shall be required to deliver a written report to the Shareholders' meeting detailing all Administrative Services Fees and describe the associated services that were provided, pricing and, where applicable, any conflict

management methodology applied by the Manager. The Manager intends to provide such report at the annual Shareholders' meeting.

**Subscription Fee, Distributor Subscription Fee and Redemption Fee**

The Board of Directors may determine a subscription fee to the applicable Net Asset Value per Share (the "**Subscription Fee**"), which subscribing Investors will be required to pay in addition to the amount of their Subscription, and which shall be for the sole benefit of the Fund. The Subscription Fee will be between 0 to 5% of the Subscription amount, depending on what the Board determines to be in the interest of the existing Shareholders. Where the Subscription Fee as determined by the Board of Directors is lower than 5% of the Subscription amount, distributors or other intermediaries may determine to levy an additional subscription fee of up to 5% of the Subscription amount (the "**Distributor Subscription Fee**"), provided always that the Subscription Fee and the Distributor Subscription Fee shall in the aggregate not exceed 5% of the Subscription amount.

As foreseen in the Articles, the Board of Directors may determine a redemption fee of up to 5% of the applicable Net Asset Value per Share which may be charged from redeeming Shareholders. This redemption fee shall be for the sole benefit of the Fund.

**Depositary, Registrar and Transfer Agent, And Administrator Fees,**

For the services of the Depositary, the Registrar and Transfer Agent and Administrator, fees will be charged in line with market rates. These fees shall be borne by the Sub-Fund and shall be included in the annual report of the Sub-Fund.

Any decision to increase such fees will be communicated to the Shareholders through publication in the unaudited monthly Investor reports.

In addition, the Sub-Fund will pay or reimburse the Depositary, the Registrar and Transfer Agent and Administrator for all expenses reasonably incurred by the Depositary, the Registrar and Transfer Agent and/or Administrator (as the case may be) in providing services to the Sub-Fund (including, without limitation, the fees and expenses of any correspondent/sub-custodian appointed by the Depositary with respect to the financial instruments (if any) owned by the Sub-Fund).

**External Costs and Expenses**

On an ongoing basis, the Sub-Fund shall pay or reimburse the Manager the reasonable costs and expenses which are incurred in the operation of the Sub-Fund, including, but not limited to any fees and expenses relating to the assessment and monitoring of

investments and prospective investments (whether or not consummated) or temporary investments, reasonable premiums for insurance protecting the Sub-Fund, the Manager and any of its affiliates and any of their officers, directors, managers, employees and agents from liabilities to third parties in connection with Sub-Fund affairs, legal, tax, accounting and other consultant expenses, auditing expenses, expenses relating to investor reporting, all costs and expenses that are classified as extraordinary expenses under IFRS, and all taxes payable by the Fund. The Manager will report such costs and expenses at the annual Shareholders' meeting.

The Manager will be responsible for its routine overhead expenses, including rent, utilities, secretarial expenses and compensation and benefits of its employees. For the avoidance of doubt, where the Sub-Fund appoints placement agents for the marketing and sale of Shares in the Sub-Fund, all fees and expenses charged by such placement agents shall be borne by the Manager.

**Distributions**

Distributions will be made by the Manager upon instruction from the Board of Directors from time to time, provided that the Board of Directors or, as the case may be, the Manager may retain reasonable amounts to pay or provide reserves for expenses, re-investments and other obligations of the Sub-Fund. The Manager intends, but is under no obligation, to distribute income on a semi-annual basis.

**Distributions in Kind**

The Sub-Fund may receive proceeds from the Investments in the form of securities. The Manager will seek to sell such securities and cause the Sub-Fund to distribute the net cash proceeds. Shareholders will bear the associated market risk and related costs incurred during the disposition process.

The Manager shall not cause the Sub-Fund to distribute securities to Shareholders other than at the time of dissolution of the Sub-Fund.

**Determination of the Share Net Asset Value**

The Net Asset Value per Class and per Share shall be determined as at the last day of each month by the Administrator and shall be in accordance with the Valuation Approach as defined below. The monthly determination of Net Asset Value will be performed for the first time as of the first full month following the Initial Share Offering.

The Administrator will determine the Net Asset Value on each Valuation Day by taking into account all assets and liabilities of the Sub-Fund and dividing the total net assets attributable to the

Shares, according to the paid in amounts, by the total number of Shares outstanding.

The Net Asset Value for Shares will be made available to Shareholders at the registered office of the Sub-Fund and will be sent to Shareholders within 30 calendar days following the relevant Valuation Day (subject to reasonable delay in the event of late receipt of any necessary financial information from any investments). The audited annual Net Asset Value will be made available and sent to the Shareholders within 180 days after year end.

**Valuation** The Manager is responsible for the valuation of the Sub-Fund's Investments.

The valuations of the Investments for the purpose of the Investor reports are prepared in accordance with the fair value method under IFRS.

**Accounting and Audit** Accounting will be based on IFRS. The Independent Auditor will audit the Sub-Fund on an annual basis. The monthly determination of Net Asset Value will not be audited.

**Reporting** Each Shareholder will be provided with:

- (i) annual audited financial statements of the Sub-Fund and information reasonably and typically (as determined by the Board of Directors or, as the case may be, the Manager) necessary for the preparation of annual tax returns; and
- (ii) unaudited monthly reports drawn up by the Manager which will contain the key figures and statements in relation to the Sub-Fund.

The first fiscal year shall end on December 31, 2016 and the first audited report of the Sub-Fund will be an annual report as of December 31, 2016.

Shareholders subject to laws or regulations that may compel the public disclosure of information received from the Sub-Fund may, at the discretion of the Board of Directors or, as the case may be, the Manager, be subject to certain limitations on the information the Sub-Fund provides.

The following information will be included in the Sub-Fund's annual report unless more frequent disclosure (e.g. through the monthly Investor reports) of such information is deemed necessary:

- (i) the percentage of the Sub-Fund's assets subject to special

arrangements due to their illiquid nature;

- (ii) any new arrangements for managing the Sub-Fund's liquidity;
- (iii) the risk profile of the Sub-Fund and the systems employed to manage those risks;
- (iv) any changes to the maximum level of leverage the Sub-Fund may employ (including any right of reuse of collateral or guarantee granted under a leveraging arrangement); and
- (v) the total amount of leverage employed by the Sub-Fund.

**Meetings of Shareholders**

Any duly convened meeting of the Shareholders of the Sub-Fund shall represent the entire body of the Shareholders of the Sub-Fund. It shall have the broadest power to order, carry out or ratify acts relating to the operations of the Sub-Fund.

Notices of all Shareholder meetings, setting forth the agenda and specifying the time and place of the meeting and the conditions of admission thereto, will be published, if applicable, in accordance with Luxembourg laws and sent by registered mail to the Shareholders not later than 8 days prior to the meeting.

**Voting Rights**

Each Share will have one vote at the Shareholder meetings of the Sub-Fund irrespective of their respective Net Asset Value.

**Side Letters**

The Manager and the Sub-Fund may enter into side letters or other arrangements with one or more Shareholders which have, subject to compliance with applicable laws and regulations, the effect of establishing rights under, or supplementing, the terms of, the Articles, this Prospectus or any Subscription Agreement with respect to such Shareholder(s).

Such rights established by side letters or other arrangements entered into by the Manager and the Sub-Fund may include, but are not limited to: (i) a modification to a Shareholder's proportionate share of fees or expenses (ii) the addition of or forbearance from a term contained within the Articles, this Prospectus or Subscription Agreement to accommodate a Shareholder's specific regulatory, tax, operational or legal concern, (iii) a modification of the right of the Manager and the Board of Directors to make distributions in kind, or (iv) the right to receive enhanced or modified disclosure in regards to Investments. Such rights may be granted to a Shareholder by the Manager and the Fund on account of, but not limited to, one of the

following reasons: (i) a Shareholder's Subscription being over a certain threshold, (ii) a Shareholder's Subscription being made at a certain time, or (iii) a Shareholder's prior or expected future Subscription (s) to a vehicle that is managed, advised and/or otherwise serviced by Partners Group or one of its affiliates.

Shareholders, affiliated with Partners Group, may be granted rights that alter or supplement the terms of the Articles, this Prospectus or Subscription Agreement, including but not limited to the rights specified above. A description of any preferential treatment, the type of Shareholders who obtain such preferential treatment and, where relevant, their legal or economic links with the Manager or the Sub-Fund may also be obtained by Shareholders upon request at the registered office of the Fund.

**Sub-Fund specific  
Risk Factors**

No guarantee or representation is given that the Sub-Fund will achieve its investment objective. Each Investor must have the ability to bear the risk of loss of its entire investment. Investors are reminded to carefully review the section "19. Risk Factors" of the Provisions applicable to the Fund generally of this Prospectus and ensure they understand the risks detailed therein.

**Indemnification  
and Recall**

In accordance with the Articles, the Sub-Fund will indemnify the Board of Directors, the Manager, agents, controlling persons or representatives (**Covered Persons**) against all claims, liabilities, damages, losses, costs and expenses, including legal fees, suffered or sustained by reason of being or having been a Covered Person, or arising out of or in connection with action or failure to act on the part of such Covered Person, except for losses which are judicially determined to be attributable to such Covered Person's (i) gross negligence or willful misconduct, or (ii) material breach of a material term of the Articles.

The Sub-Fund may require Shareholders to recontribute to the Sub-Fund amounts up to 50% of the aggregate distributions received by them and in proportion to their Shares, in order to satisfy the Sub-Fund's indemnification or contribution obligations or to satisfy the Sub-Fund's obligations in relation to the Investments.

The foregoing recontribution obligation shall continue until the liquidation of the Sub-Fund. The Sub-Fund may make provisions in order that the Sub-Fund can satisfy its obligations after the liquidation of the Sub-Fund.

**Shareholder  
Rights against  
Service Providers**

Shareholders will not have any direct contractual rights against the Manager, the Depositary, the Administrator, the Registrar and Transfer Agent or any other service providers of the Sub-Fund

appointed from time to time.

These Sub-Fund Specifications must be read in conjunction with the provisions applicable to the Fund generally, as may be amended from time to time.

In case of a conflict between any of the contents of any of the sections of these Sub-Fund Specifications and any of the contents of any of the sections of the provisions applicable to the Fund generally, the contents of these Sub-Fund Specifications will prevail.