HYPERION

Disclosure Package

(Summary of Terms, Privacy Notice and Statement of Investment Considerations and Risk Factors)

for

HYPERION VENTURES I, L.P.

August 2025

*This Disclosure Package (this "**Statement**") is being furnished to prospective investors on a confidential basis so that they may consider an investment in Hyperion Ventures I, L.P. (the "**Fund**"), as described herein. By accepting this Statement, the recipient acknowledges and agrees that it (a) will maintain the information contained herein in the strictest of confidence and will not, in any circumstance whatsoever, reproduce this Statement or disclose any of the contents hereof to any other person and (b) will return this Statement to the Fund if so requested by the Fund or if the recipient does not wish to pursue an investment in the securities offered hereby and will return to the Fund any other material that the recipient may have received from the Fund in the course of reviewing such investment.*

LEGAL NOTICES

THE LIMITED PARTNER INTERESTS (THE "***INTERESTS***") OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***") NOR UNDER ANY APPLICABLE STATE SECURITIES LAWS. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS THE COMMISSIONER OF ANY SUCH AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THIS STATEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. EACH PURCHASER OF THE SECURITIES OFFERED HEREBY MUST BE AN ACCREDITED INVESTOR (WITHIN THE MEANING OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT).

AN INVESTMENT IN THE INTERESTS WILL INVOLVE SIGNIFICANT RISKS DUE TO, AMONG OTHER THINGS, THE NATURE OF THE FUND'S INVESTMENTS. INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE RISKS AND LACK OF LIQUIDITY WHICH ARE CHARACTERISTIC OF THE INVESTMENT DESCRIBED HEREIN (SEE THE SECTION OF THIS STATEMENT ENTITLED "STATEMENT OF INVESTMENT CONSIDERATIONS AND RISK FACTORS"). INVESTORS MUST BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT. THERE WILL BE NO PUBLIC MARKET FOR THE INTERESTS, AND SUCH INTERESTS, SUBJECT TO CERTAIN LIMITED EXCEPTIONS, WILL NOT BE TRANSFERABLE.

EXCEPT FOR THE GENERAL PARTNER OF THE FUND (THE "***GENERAL PARTNER***"), THE PRINCIPAL MEMBERS OF THE GENERAL PARTNER (THE "***PRINCIPALS***") AND CERTAIN OTHER IDENTIFIED REPRESENTATIVES OF THE FUND, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION RELATING TO THE FUND OR THE SECURITIES OFFERED HEREBY. EACH PROSPECTIVE INVESTOR WILL BE AFFORDED THE REASONABLE OPPORTUNITY TO (A) OBTAIN ALL ADDITIONAL INFORMATION WHICH IT MAY REASONABLY REQUEST RELATING TO THE FUND OR THIS OFFERING AND (B) ASK QUESTIONS OF IDENTIFIED REPRESENTATIVES OF THE FUND CONCERNING THE TERMS AND CONDITIONS OF THE SECURITIES OFFERED HEREBY, ANY INFORMATION SET FORTH IN THIS STATEMENT, AND ANY SUPPLEMENTAL INFORMATION THAT MAY BE PROVIDED TO INVESTORS BY THE GENERAL PARTNER.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND EXCEPT AS PERMITTED PURSUANT TO THE TERMS OF THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF THE FUND (AS AMENDED AND/OR RESTATED FROM TIME TO TIME, THE "***PARTNERSHIP AGREEMENT***"). INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS STATEMENT DOES NOT PURPORT TO BE ALL-INCLUSIVE NOR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE FUND. EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE INTERESTS. SEE THE SECTION OF THIS STATEMENT ENTITLED "STATEMENT OF INVESTMENT CONSIDERATIONS AND RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH THE PURCHASE OF THE INTERESTS.

EXCEPT AS OTHERWISE INDICATED, THIS STATEMENT SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE FUND AFTER THE DATE HEREOF. THE INFORMATION CONTAINED IN THIS STATEMENT HAS BEEN COMPILED FROM SOURCES BELIEVED RELIABLE.

THIS STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PARTNERSHIP AGREEMENT. IN ORDER TO EFFECTUATE THE PURCHASE OF THE INTERESTS, A PROSPECTIVE LIMITED PARTNER WILL BE REQUIRED TO EXECUTE THE PARTNERSHIP AGREEMENT AND OTHER SUBSCRIPTION DOCUMENTS. IN THE EVENT THAT ANY OF THE TERMS, CONDITIONS OR OTHER PROVISIONS OF THE PARTNERSHIP AGREEMENT ARE INCONSISTENT WITH OR CONTRARY TO THE TERMS IN THIS STATEMENT, THE PARTNERSHIP AGREEMENT SHALL CONTROL.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS STATEMENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATION FROM THE GENERAL PARTNER, THE FUND, THE PRINCIPALS OR ANY PROFESSIONAL ASSOCIATED WITH THIS OFFERING AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT WITH AND RELY ON ITS OWN PERSONAL COUNSEL, ACCOUNTANT, OR OTHER ADVISORS AS TO LEGAL, TAX, AND ECONOMIC IMPLICATIONS OF THE INVESTMENT DESCRIBED HEREIN AND ITS SUITABILITY FOR THE INVESTOR.

FORWARD-LOOKING STATEMENTS

THIS STATEMENT MAY CONTAIN "FORWARD-LOOKING STATEMENTS" THAT INVOLVE RISK AND UNCERTAINTIES. IN SOME CASES, YOU CAN IDENTIFY FORWARD-LOOKING STATEMENTS BY TERMINOLOGY SUCH AS "ANTICIPATES," "BELIEVES," "ESTIMATES," "SEEKS," "EXPECTS," "PLANS," "WILL," "INTENDS," "AIMS" AND SIMILAR EXPRESSIONS. ALTHOUGH THE GENERAL PARTNER BELIEVES THAT THE EXPECTATIONS REFLECTED IN THESE FORWARD-LOOKING STATEMENTS ARE REASONABLE AS OF THE DATE OF THIS STATEMENT, SUCH EXPECTATIONS MAY PROVE TO BE INCORRECT. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM EXPECTATIONS DISCUSSED IN SUCH FORWARD-LOOKING STATEMENTS. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM SUCH EXPECTATIONS INCLUDE, WITHOUT LIMITATION, THE FAILURE OF THE GENERAL PARTNER TO RAISE SUFFICIENT CAPITAL FOR THE FUND AND GENERAL ECONOMIC AND MARKET CONDITIONS. FOR INFORMATION ABOUT SOME OF THE FACTORS THAT COULD CAUSE THE FUND'S ACTUAL RESULTS TO DIFFER FROM THE EXPECTATIONS STATED IN THE FORWARD-LOOKING STATEMENTS, SEE THE SECTION OF THIS STATEMENT ENTITLED "STATEMENT OF INVESTMENT CONSIDERATIONS AND RISK FACTORS." THE GENERAL PARTNER URGES INVESTORS TO CONSIDER THOSE FACTORS CAREFULLY IN EVALUATING THE FORWARD-LOOKING STATEMENTS CONTAINED IN THIS STATEMENT. ALL SUBSEQUENT WRITTEN OR ORAL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO THE GENERAL PARTNER OR ANY PERSONS ACTING ON THE BEHALF OF THE GENERAL PARTNER ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THESE

CAUTIONARY STATEMENTS. THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF. THE GENERAL PARTNER AND ITS MANAGEMENT DO NOT INTEND, AND UNDERTAKE NO OBLIGATION, TO UPDATE OR CORRECT ANY HISTORICAL OR FORWARD-LOOKING INFORMATION CONTAINED IN THIS STATEMENT OR ANY OTHER PROVIDED OFFERING MATERIALS.

FOR NON-U.S. RESIDENTS ONLY

NO ACTION HAS BEEN OR IS EXPECTED TO BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE INTERESTS, OR POSSESSION OR DISTRIBUTION OF THE OFFERING MATERIALS OF THE FUND IN CONNECTION WITH THE ISSUE OF THE INTERESTS, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE INTERESTS TO SATISFY HIMSELF, HERSELF OR ITSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

Prospective investors having inquiries about this offering may direct such inquiries to Dillon Dunteman at dillon@hyperioncap.co.

TABLE OF CONTENTS

1. Summary of Terms

HYPERION VENTURES I, L.P.

SUMMARY OF TERMS

The following information is intended as a summary of certain key proposed terms and conditions of the limited partnership agreement of Hyperion Ventures I, L.P. (the "***Fund Agreement***"). This summary is intended to form the basis for further discussions regarding a potential investment in the Fund by one or more third-party investors. This summary is qualified in its entirety by the Fund Agreement and other principal agreements relating to the Fund (the "***Operative Agreements***"). Prior to making any investment in the Fund, the Operative Agreements should be reviewed carefully**.**

Fund:	Hyperion Ventures I, L.P., a Delaware limited partnership (the "***Fund***").
Management of the Fund:	The Fund will be managed by its general partner, Hyperion Ventures I GP, LLC, a Delaware limited liability company (the "***General Partner***"). The initial managing member of the General Partner will be Dillon Dunteman (the "***Principal***").
Investment Objectives:	The Fund is being organized to provide a limited number of select investors (the "***Limited Partners***" and together with the General Partner, collectively, the "***Partners***") with an opportunity to realize substantial long-term capital appreciation. The Fund will primarily make venture capital investments in equity and equity-oriented securities of privately-held companies building frontier technologies.
The Offering:	The Fund is targeting aggregate capital commitments of thirty million dollars ($30,000,000) from Limited Partners and limited partners of one or more Parallel Funds (as defined below) (collectively, the "***Fund Investors***"). Capital commitments of more or less than this amount may be accepted at the discretion of the General Partner.
General Partner Commitment:	The aggregate capital commitments of the General Partner and the Sponsor Associated Persons (as defined below) to the Fund (together with any capital commitments of the General Partner and the Sponsor Associated Persons to the Parallel Funds, if any) will be at least one and one-half percent (1.5%) of the total capital commitments of the Fund and the Parallel Funds, if any; provided that the General Partner shall be deemed to have satisfied its obligation to contribute capital to the Fund by an amount equal to the Reduced Management Fee Amount (as defined below). "***Sponsor Associated Persons***" will include the interest holders of the General Partner and any executive partner, officer, employee, and other service provider or advisor of the Hyperion group, including their family members and estate planning vehicles.
Closings:	The initial closing will occur as soon as reasonably practicable. Subsequent closings may occur at the discretion of the General Partner; provided that such closings shall occur no later than 12 months after the initial contribution date of the Fund (the "***Initial Contribution Date***"). Each Limited Partner admitted after the initial closing generally will be required to contribute the same percentage of its capital commitment to the Fund as each previously admitted Limited Partner has contributed to the Fund.
Capital Contributions:	The Limited Partners will contribute capital to the Fund in installments pro rata based on each Limited Partner's respective capital commitment, upon at least 10 days' notice. The General Partner may require that certain Limited Partners deposit up to 100% of their capital commitments in a segregated account of the Fund to pre-fund the satisfaction of each such Limited Partner's capital commitment.

Defaulting Partner: If a Limited Partner fails to pay in full any requested capital contributions, the General Partner may take certain actions that may result in a sale of such Limited Partner's interest in the Fund or a forfeiture of all or a portion of such Limited Partner's interest in the Fund. Additionally, the General Partner may pursue any available legal or equitable remedies, with the expenses of collection of the unpaid amount, including attorneys' fees, to be paid by such defaulting Limited Partner.

Term: The Fund will have a ten-year term (the "***Fund Term***") with two one-year extensions at the option of the General Partner and thereafter may be extended with the consent (such consent, as applicable, the "***Requisite Consent***") of either the LP Advisory Committee (as defined below) or a majority in interest of the Limited Partners.

Investment Period: The Fund will have an investment period (the "***Investment Period***") that commences on the Initial Contribution Date and ends on the fifth anniversary of the Initial Contribution Date. After the end of the Investment Period and during any Suspension Period (as defined below), except with the Requisite Consent, the General Partner shall not cause the Fund to make any investments in new portfolio companies; provided, however, that the foregoing restriction shall not prevent the Fund from funding, and shall not prevent the General Partner from making capital calls to fund, (i) investments with respect to which the Fund has entered into a written commitment or fully executed term sheet prior to the end of the Investment Period; (ii) follow-on investments in existing portfolio companies (or any successor entity thereto or any entity formed as the result of a "spin-out" or other reorganization of a portfolio company) and in companies in which investments are permitted pursuant to clauses (i) and (ii) of this sentence; (iii) current or reasonably expected expenses, liabilities or other obligations of the Fund (including the management fee and any indemnification obligations); and (iv) new guarantees, and payments on current guarantees, of indebtedness for existing portfolio companies.

Distributions: Distributions during the Fund Term will be made in cash or marketable securities and will be initially will be apportioned among the Partners in proportion to their respective capital commitment percentages, and amounts so initially apportioned to the General Partner will be distributed to the General Partner. Amounts initially apportioned to the Limited Partners generally will be distributed as follows:

(i) 100% to all Limited Partners in proportion to their capital commitment percentages until they have received distributions equal to their aggregate contributed capital; and

(ii) Thereafter, 80% to all Limited Partners in proportion to their capital commitment percentages and 20% to the General Partner.

At any time the General Partner may, in its discretion, make distributions in cash or distributions in kind of portfolio securities, with such distributions being made to all Partners or all Limited Partners in proportion to their capital commitment percentages. The timing of distributions made by the Fund will be determined by the General Partner.

A portion of taxable net capital gains and net ordinary income sufficient to pay income taxes resulting from such gains and income may, from time to time and at the discretion of the General Partner, be distributed to the Partners in the proportions that such income is allocated to the Partners. Liquidating distributions will be made in accordance with the Partners' positive capital account balances.

Allocation of Profits and Losses: The Fund will maintain capital accounts on behalf of each Partner in accordance with U.S. federal income tax requirements. In general, if cumulative net income exists, net income and net loss will be initially apportioned among all Partners in proportion to their respective capital commitment percentages, and the amount initially apportioned to the General Partner shall be allocated to the General Partner, and the amount initially apportioned to the Limited Partners in aggregate shall be allocated LP Target Percentage (as defined below) to all Limited Partners in proportion to their respective capital commitment percentages and GP Target Percentage (as defined below) to the General Partner. Operating expenses will generally be specially allocated to all Partners in proportion to their capital commitment percentages but must be recouped out of income before there is cumulative net income. In general, if cumulative net loss exists, net income and net loss will be allocated to the Partners so that all Partners shall have received aggregate net loss in proportion to their respective capital commitment percentages.

The "***GP Target Percentage***" shall mean 20%.

The "***LP Target Percentage***" shall mean 80%.

Management Fee: Hyperion Investment Management, LLC or another entity designated by the General Partner (the "***Management Company***") will provide management and administrative services to the Fund. For its services to the Fund, the Fund will pay the Management Company an annual management fee equal to 2.5% of the Limited Partners' capital commitments to the Fund until the fiscal quarter commencing immediately following the fifth anniversary of the Initial Contribution Date (such date, the "***Step-down Date***"). From and after the Step-down Date, the annual management fee shall be reduced by 0.25% per year (*i.e.,* the annual management fee shall be reduced from 2.5% to 2.25%, to 2.0%, to 1.75%, and so on), but shall not be reduced below 1.5%. Notwithstanding the foregoing, the management fee payable by the Fund shall be reduced by an aggregate amount, not to exceed the General Partner's capital commitment (the "***Reduced Management Fee Amount***"), at such times, in each case, as is provided in the Fund Agreement.

Management Fee Offsets: The management fee will be reduced by the Limited Partner Percentage (as defined below) of directors' and consulting fees, transaction fees, monitoring fees, break-up fees or other remuneration, whether in cash or in kind, paid to the General Partner, the Management Company and the Principal (collectively, the "***GP Related Parties***") or their affiliates from any Portfolio Company in which the Fund then holds an interest (other than reimbursement of out-of-pocket expenses, including taxes, if any) for services rendered by such person unless waived or ratified by the Requisite Consent. "***Limited Partner Percentage***" shall equal the quotient of (i) the aggregate capital commitments of the Limited Partners divided by (ii) the aggregate capital commitments of all Partners.

Organizational Expenses: The Fund shall pay all organizational expenses attributable to: the organization of the Fund and its affiliates (including the General Partner); the offering and sale of interests in the Fund and its affiliates; registration expenses and other expenses related to compliance with any local laws, rules, regulations, decrees and other order and judgments of general applicability of any non-U.S. jurisdiction, in each case in connection with the offering and sale of interests in the Fund and its affiliates; and the negotiation, execution and delivery of the Fund Agreement and any other agreement executed in connection with such offering or sale; in each case, including any legal, accounting, consulting, marketing, filing, mailing, travel and related expenses (*e.g.*, accommodations and meals) and other start-up costs and expenses (the "***Organizational Expenses***"). The General Partner will bear the cost (through an offset against management fees) of any Organizational Expenses in excess of five hundred thousand dollars ($500,000) and any placement fees payable to any placement agent in connection with the formation of

the Fund. Limited Partners will not bear any such excess Organizational Expenses or placement fees.

Other Expenses: The General Partner or the Management Company shall be responsible for all normal administrative and overhead expenses of the General Partner and the Management Company, including: all salaries, wages, bonuses and benefits of the employees of the General Partner, the Management Company and their affiliates; office expenses, including rent payable for space used by the Management Company, the General Partner or the Fund; and expenditures for equipment used by the Management Company, the General Partner or the Fund.

In addition to Organizational Expenses and management fees, the Fund shall bear all fees, costs and expenses related to the Fund that are not reimbursed by third parties (other than the expenses borne by the Management Company as set forth above), including (i) all fees, costs and expenses incurred in connection with (a) identifying, investigating, evaluating, acquiring, consummating, holding, maintaining, monitoring and disposing of securities (including, legal, accounting, auditing, custodial, consulting, investment banking, research and other fees and expenses, commissions, appraisal fees, taxes, brokerage, private placement and other finders fees, merger fees, registration fees, due diligence and similar fees and expenses, and all reasonable out-of-pocket travel, entertainment and related expenses (including, meals, business class (or equivalent) air travel, car services and hotel accommodations (collectively, "***Travel Expenses***")) of the Management Company's employees and/or other agents in connection with the foregoing and also investment and disposition opportunities that are not consummated); (b) any bank account, credit facility, guarantee, line of credit, loan commitment, letter of credit or similar credit support or other indebtedness involving the Fund, any Alternative Fund (as defined below) or any portfolio investment (including any fees, costs and expenses incurred in obtaining such borrowings and indebtedness and interest arising out of such borrowings and indebtedness); (c) the managed distribution of marketable securities; (d) actual or threatened litigation, legal or administrative proceedings, investigations or inquiries (including responding to subpoenas and other document requests), including any judgments and settlements in connection with or relating to the foregoing, in each case involving: the Fund; any indemnified person under the Fund Agreement; or any current, former or prospective portfolio company that are allocated to the Fund and related to Fund activities; (e) indemnification incurred pursuant to the Fund Agreement; (f) complying with (or facilitating compliance with) any applicable law, rule or regulation (including legal fees, costs and expenses), regulatory filing or other expenses of the Fund, the General Partner or the Management Company, including anti-money laundering compliance and any compliance, filings or other obligations related to or arising out of the Alternative Investment Fund Managers Directive 2011/61/EU or any similar non-U.S. marketing, licensing or regulatory regime, in each case, involving or otherwise related to the Fund; (g) complying with tax withholding and other information reporting regimes, including FATCA and similar laws or regulations; (h) legal, consulting, custodial, administration, auditing, accounting, appraisal, valuation and other professional services related to the Fund (including (1) fees and expenses of any third party administrator and (2) expenses associated with the preparation of the General Partner's and the Fund's reports, financial statements, tax returns and Schedule K-1s and (3) all or a portion of the reasonable fees and expenses of any "venture partner," "operating partner" or other special adviser or other similar employee of or consultant to the General Partner or the Management Company paid by the Management Company that the General Partner determines in good faith should be reimbursed by the Fund); (i) developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Fund, the Limited Partners or the Fund's portfolio investments; (j) meetings of the LP Advisory Committee including Travel Expenses of the members of the LP Advisory Committee and representatives of the General Partner to attend such meetings; (k) annual or

other meetings of the Partners, whether individually or as a group, including Travel Expenses of representatives of the General Partner and the portfolio companies of the Management Company's funds attending such meetings; (l) variable administrative expenses such as Bloomberg fees, research, surveys, white papers, statistical or market data, and software expenses and other expenses incurred in connection with data services, and fees for attendance of industry conferences, the primary purpose of which is sourcing investments; (m) obtaining research and other information for the benefit of the Fund, including information service subscriptions, as well as the operation and maintenance of information systems used to obtain and store such research and other related information; (n) risk management assessments and analysis of the Fund's assets; (ii) any taxes or other governmental charges incurred or payable by the Fund; (iii) the portion of any expenses allocated to the Fund by the General Partner in good faith with respect to any CEO or other executive conference or similar event conducted by the Management Company including Travel Expenses of representatives of the General Partner and the portfolio companies of the Management Company's funds attending such event; (iv) premiums and fees for liability insurance allocated to the Fund by the General Partner in good faith (including the Management Company's group insurance policy, cyber-security policy, general partner's, directors' and officers' liability or other similar insurance policies, errors and omissions insurance, financial institution bond insurance and any other insurance for coverage of liabilities to any person or entity that are incurred in connection with the activities of the Fund) to protect the Fund, the General Partner, the Management Company, and/or the members, partners, directors, officers, employees or agents of the General Partner or the Management Company in connection with the activities of the Fund and to insure against fraud or crimes against the Fund or claims that could be made directly against the Fund, the General Partner, the Management Company or any other indemnified person or that could give rise to a Fund liability pursuant to the indemnification provisions of the Fund Agreement; (v) amendments to, and waivers, consents or approvals pursuant to, the Fund Agreement; (vi) unreimbursed fees, costs and expenses incurred in connection with any transfer or proposed transfer of Fund interests or the default by any Limited Partner in the payment of capital contributions; (vii) all liquidation costs, fees and expenses in connection with the liquidation of the Fund's assets, specifically including legal and accounting fees and expenses; (vii) all other non-recurring or extraordinary expenses attributable and allocable to the activities of the Fund and (viii) all other expenses of the Fund described in the Fund Agreement.

Lookback: If at the time the Fund is liquidated the General Partner's cumulative distributions (exclusive of the General Partner's distributions in respect of the General Partner's committed capital) exceed the GP Target Percentage of the Fund's profits, the General Partner will refund such excess distributions; provided that the General Partner shall not be required to refund an amount in excess of the cumulative distributions (exclusive of the General Partner's distributions in respect of the General Partner's committed capital) received by the General Partner less taxes paid or deemed paid by the General Partner in respect of its carried interest. Each member of the General Partner will be severally liable for such member's pro rata share of the obligations of the General Partner. The Principal will execute the Fund Agreement agreeing to be severally liable for his pro rata share of the obligations of the General Partner.

Investment Restrictions: Without the Requisite Consent, the Fund shall not:

(i) invest more than 20% of total capital commitments of the Fund in the securities of any one issuer;

(ii) invest more than 5% of total capital commitments of the Fund in "passive" investments (i.e., those investments where the General Partner does not anticipate an active role in advising management or where the General Partner is not contemplating the possibility of any extraordinary or negotiated transactions involving such investments) in securities purchased in

the over the counter market or on a securities exchange (other than securities of a portfolio company that did not have publicly traded securities at the time of the Fund's initial investment or unless the Fund is investing in such securities in connection with a "going-private" transaction);

(iii) invest in any entity if such investment is actively opposed by such entity's board of directors or other governing body at the time of such proposed investment; or

(iv) invest in any options or futures contracts, or any other security, the value of which is based upon, or derived from, any underlying index, reference rate (e.g., interest rate), other security issued by a different issuer, commodity or other asset, other than for purposes of hedging transactions with respect to the Fund's securities.

Bridge Financing and Short Term Securities:

The Fund may provide interim financing, either directly or as a guarantor (a "***Bridge Financing***"), in order to facilitate a portfolio company investment by the Fund. Any proceeds from a Bridge Financing recouped within 18 months following the date of the closing of such financing and returned to the Partners will be added to the unfunded capital commitments of the Partners and will be subject to recall by the Fund. In addition, if the Fund sells, redeems or otherwise liquidates any securities (other than securities acquired in a Bridge Financing) within 24 months following the date on which the Fund made such investment, then the Fund may distribute such proceeds and add an amount of such proceeds, not to exceed the cost basis of such securities, to the unfunded capital commitments of the Partners and such amounts will be subject to recall by the Fund.

Conflicts of Interest:

Except with the Requisite Consent (subject to certain exceptions set forth in the Fund Agreement), (i) none of the GP Related Parties or any of their respective affiliates (other than a Related Fund (as defined below)), shall participate in investment opportunities of the Fund in which the Fund participates, (ii) none of the GP Related Parties or any of their respective affiliates, for their own account, shall enter into any transaction with respect to any security that might reasonably be viewed as an investment opportunity of the Fund, but in which the Fund has determined not to participate, (iii) the Fund will not invest for the first time in any private company the securities of which are then held by a GP Related Party, any Related Fund or any affiliate of the foregoing (other than investments in companies in which any such person holds a personal seed investment with a cost basis of $50,000 or less) and (iv) none of the GP Related Parties or any of their respective affiliates may buy from or sell to the Fund any securities.

"***Related Fund***" means each of (a) any Alternative Fund, (b) any Parallel Fund, (c) any Co-Investment Vehicle, (d) any Opportunity Fund, (e) any Subsequent Fund, (f) any other investment fund for which the Management Company or its Affiliates serve as an investment manager or investment advisor, and (g) with respect to each of the foregoing, any entity formed to co-invest therewith or invest in parallel thereto, or in lieu thereof and their respective successor funds.

Co-investment Vehicles; Opportunity Funds; and Eligible Investors:

Co-Investment Vehicles. The General Partner, the Principal or any of their respective affiliates may at any time form and operate one or more investment vehicles in respect of available co-investment opportunities in securities of current or anticipated portfolio companies (each a "***Co-Investment Vehicle***"). The General Partner, the Management Company or their respective affiliates may receive carried interest, management fees or other compensation in respect of any Co-Investment Vehicle or other co-investment opportunity, and none of the Fund, any Alternative Fund or any Limited Partner in its capacity as such shall have any interest therein.

Opportunity Funds. The General Partner, the Principal or any of their respective affiliates may at any time form and operate one or more investment vehicles (each an "***Opportunity Fund***") for the purposes of investing in (i) portfolio companies of any Related Funds or (ii) investment opportunities in portfolio companies of the Fund or other companies that, in either case, the General Partner determines are not appropriate for the Fund or any Alternative Fund, whether because of the Fund's and any Related Funds' existing investment concentrations in such companies, such companies' stage of development, the price or other terms of such investment or otherwise. The General Partner, the Management Company or their respective affiliates may receive carried interest, management fees or other compensation in respect of any Opportunity Fund, and none of the Fund, any Alternative Fund or any Limited Partner in its capacity as such shall have any interest therein.

Eligible Investors of Co-Investment Vehicles, Opportunity Funds or Co-investments. The General Partner may offer any co-investment opportunity and/or the interests of any Co-Investment Vehicle or Opportunity Fund to one or more (but not necessarily all) Limited Partners, the General Partner, one or more members or affiliates of the General Partner or any third party in any portions as are determined by the General Partner in its sole discretion. Prior to offering co-investment opportunities or any interests in a Co-Investment Vehicle or Opportunity Fund to any investors, the General Partner intends to determine the tentative allocation of co-investment among Limited Partners and other parties that have (i) expressed interest to the General Partner in co-investment opportunities and (ii) have such knowledge and experience in financial and business matters necessary to make them capable of evaluating the merits and risks of the prospective investment ("***Eligible Investors***"). The General Partner will determine, in its sole discretion, whether a prospective co-investor is an Eligible Investor and may also consider factors such as investable assets relative to size of investment opportunity, perceived ability to quickly fund or execute on transactions, history of responsiveness within the time frame required for past co-investments or other matters, investment experience in the industry to which the investment opportunity relates, tax, regulatory and/or securities law considerations, and other appropriate factors. The terms of any such co-investment will be determined by the General Partner on a case-by-case basis in its sole discretion and any opportunity may be presented on an "as is" basis and may therefore not be suitable for certain Limited Partners due to legal, tax, regulatory or similar considerations.

Expenses of Co-Investment Vehicles or Opportunity Funds. If one or more Co-Investment Vehicles or Opportunity Funds intend to co-invest with the Fund in a prospective investment, and such investment is consummated, then the Fund, such Co-Investment Vehicles and/or such Opportunity Funds, as applicable, shall bear fees and expenses related to such investment, to the extent practicable, in proportion to the investments made by each such entity with respect to such investment, and shall share any other common fees and expenses as determined by the General Partner in its reasonable discretion; provided, however, that any management fees, organizational expenses, placement fees, operating expenses and other expenses that are solely related to each such entity, rather than to the investment itself, shall be borne separately by such entity. If one or more Co-Investment Vehicles or Opportunity Funds or other parties intend to co-invest with the Fund in a prospective investment and such investment is not consummated, the Fund may be required, in the General Partner's sole discretion, to bear all costs, expenses, liabilities and obligations relating to such non-consummated investment, including with respect to the portion or portions of such non-consummated investment that may have been allocated as a co-investment opportunity to one or more Co-Investment Vehicles, Opportunity Funds or other persons had the proposed investment been consummated, irrespective of whether any such co-investor or potential co-investor had actually been identified. Each Limited Partner (or its affiliate) participating in a co-investment

with the Fund (either directly or through a Co-Investment Vehicle or Opportunity Fund) shall bear its own fees and expenses in respect of such co-investment.

Borrowing and Guarantees: The Fund may borrow money or guarantee the obligations of its portfolio companies in an amount not in excess at any one time of 15% of aggregate capital commitments of the Fund and no such borrowed money shall remain outstanding for more than 120 consecutive days.

Reinvestment: The General Partner may reinvest the proceeds from dispositions of investments so as to enable the Fund to invest an amount equal to up to 120% of capital commitments of the Partners (the "***Maximum Investment Amount***") in the securities of portfolio companies.

No Fault Dissolution: 80% in interest of the Fund Investors may elect to end the Fund Term at any time; provided, that such election shall not occur until after the second anniversary of the Initial Contribution Date.

Key Person: *Key Person Termination*. Two-thirds in interest of the Fund Investors may elect to end the Fund Term upon the occurrence of a Key Person Event (as defined below).

Key Person Suspension. A suspension period (a "***Suspension Period***") for the Fund will automatically commence if a Key Person Event occurs prior to the Substantial Investment Date (as defined below).

A "***Key Person Event***" shall be deemed to have occurred if either (a) prior to the Substantial Investment Date, the Principal fails to devote substantially all of his business time to the conduct of the affairs of the Fund, the Related Funds, their respective portfolio companies, the General Partner, the Management Company and certain other related entities, strategic investor meetings and any other activities approved by the Requisite Consent, or (b) at any time, the Principal is not devoting sufficient time to Fund affairs as is necessary to manage the Fund's affairs effectively.

Formation of a New Fund: Except with the Requisite Consent, none of the General Partner, the Management Company, the Principal or any of their respective affiliates shall call down capital for an investment vehicle formed after the Initial Contribution Date (other than a Related Fund excluding a Subsequent Fund) with operations, objectives and investment focus substantially the same to those of the Fund (a "***Subsequent Fund***") prior to the earliest to occur of (i) such time as funds equal to at least 75% of total capital commitments of the Fund have been invested, used to pay expenses, committed or reserved for follow-on investments in portfolio companies or future expenses, (ii) the expiration or termination of the Investment Period or (iii) the termination of the Fund Term (the earliest of (i), (ii) or (iii), the "***Substantial Investment Date***").

LP Advisory Committee: The General Partner may cause the Fund to have an advisory committee (the "***LP Advisory Committee***") comprised of members selected by the General Partner. If an LP Advisory Committee is formed, the LP Advisory Committee will provide the Fund and the General Partner with such counsel and advice as the General Partner may, from time to time, reasonably request, including (i) advice to the General Partner with respect to any potential conflicts of interest between the General Partner and the Fund; (ii) approval of changes to the Fund's investment guidelines; and (iii) approval of any investments by the Fund outside the Fund guidelines.

Indemnification: The Fund will indemnify the General Partner, the Management Company and their members, employees, agents and affiliates, and the members of the LP Advisory Committee, against claims, liabilities, costs and expenses (including legal fees, judgments and amounts paid in settlement) as incurred, in connection with their activities on behalf of, or their association

with, the Fund; provided that such indemnity shall generally not extend to (i) conduct not undertaken in good faith, (ii) any willful misconduct or gross negligence, (iii) any criminal conduct except where the indemnified person had no reasonable cause to believe such conduct was unlawful, in each case directly causing such loss, cost, expense, fine or damage.

All Partner Clawback:

Recycling and Management Fees – The General Partner may require the Partners to return previously distributed amounts to the Fund in order to enable the Fund to invest up to the Maximum Investment Amount and to pay future management fees.

Merger Proceeds / Withholding – If the Fund, in connection with the disposition of an investment, is required to return all or a portion of the proceeds of such disposition, or there is a withholding obligation or other tax liability related to such disposition, and if the Fund has distributed the proceeds of such disposition to the Partners, the General Partner may require the Partners to return to the Fund their proportionate amounts of such distribution; provided, however, that without the Requisite Consent such obligation will not extend past the earlier of (i) 5 years from the date of the distribution of such proceeds and (ii) 3 years from the date of the Fund's final liquidating distribution. In such event, any such return shall be treated as a return of the original distribution and not as a new contribution to the Fund.

Indemnification – If the Fund incurs an indemnification obligation that exceeds the assets of the Fund, the General Partner may require the Partners to make contributions to the Fund in order to enable the Fund to satisfy such indemnification obligation. No Partner shall be required pursuant to such obligation to contribute an aggregate amount greater than the lesser of (i) 50% of the aggregate amount of distributions received by such Partner and (ii) 33% of such Partner's capital commitment to the Fund (provided, however, that the limitation provided in this clause (ii) shall not apply with respect to the General Partner).

Reports and Meetings:

The General Partner shall cause an IRS Form 1065, Schedule K-1, to be prepared and delivered in a timely manner to each of the Limited Partners (but in no event later than 120 days after the close of each of the Fund's fiscal years). The General Partner shall use commercially reasonable efforts to transmit to each Limited Partner, (i) within 120 days after the close of each of the Fund's fiscal years, financial statements of the Fund for the prior fiscal year prepared in accordance with U.S. generally accepted accounting principles consistently applied ("***GAAP***") and such financial statements may, at the election of the General Partner, be audited and (ii) within 60 days after the close of each of the first three fiscal quarters of each fiscal year, the summary financial statements of the Fund prepared in accordance with GAAP without audit or footnotes and subject to year-end adjustments.

The General Partner may hold an annual information meeting of the Partners during the Fund Term at such time and place as the General Partner may designate in a notice to the Limited Partners delivered at least 30 days in advance of the scheduled date of such meeting. Any such meeting may be held in person, telephonically or by online conference, at the discretion of the General Partner.

Transfer of Interests:

A Limited Partner may not sell, assign or transfer any interest in the Fund except under certain limited circumstances and with the prior written consent of the General Partner.

Confidentiality:

Each Limited Partner will be required to maintain information provided to it about the Fund or its business and portfolio companies in the strictest confidence and to not disclose the information except in certain limited circumstances. The General Partner may withhold certain information (including portfolio company information and valuation information) from any

Limited Partner that the General Partner believes in good faith constitutes a disclosure risk with respect to such information.

UBTI: The General Partner may agree with any Limited Partner to use its commercially reasonable efforts (or higher agreed to standard) to conduct the affairs of the Fund in such a manner that is not expected to cause any tax-exempt Limited Partner, solely as a result of being a Limited Partner in the Fund, to be allocated any net "unrelated business taxable income" ("***UBTI***") within the meaning of Sections 511-514 of the Code.

Trade or Business Income: The General Partner may agree with any Limited Partner to use its commercially reasonable efforts (or higher agreed to standard) to conduct the affairs of the Fund in a manner that is not expected to cause the Fund to be treated as engaged in a trade or business within the United States and so that no foreign Limited Partner is deemed to recognize income that is effectively connected with a United States trade or business ("***ECI***") for U.S. federal income tax purposes.

ERISA: The General Partner, on behalf of the Fund, shall use its reasonable best efforts to restrict and control investment in the Fund or otherwise conduct the Fund's affairs and investments so that none of the assets of the Fund shall be deemed to be "plan assets" of any ERISA Limited Partner under the Department of Labor plan asset regulations.

Parallel Funds: The General Partner may establish one or more investment partnerships (each, a "***Parallel Fund***") that invest in parallel with the Fund, including a regulatory Parallel Fund that will qualify for the exception from registration provided by Section 3(c)(1) or Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (a "***Regulatory Parallel Fund***"). The General Partner may cause a Limited Partner to exchange its interest in the Fund an economically equivalent interest in the Regulatory Parallel Fund or vice-versa.

Any Parallel Funds will invest and be managed together, including with respect to investments, capital calls, distributions, liquidations and the like. The economic terms of any such Parallel Funds will be the same and such Parallel Funds will vote together.

Alternative Investment Vehicles: In order to address tax, legal, regulatory or other issues of the Fund or certain Limited Partners, the General Partner may organize one or more partnerships or other entities (each an "***Alternative Fund***") on substantially the same terms as the Fund to participate proportionally in certain investment opportunities with the Fund

Limited Side Letters: Neither the Fund nor the General Partner will enter into side letters or other agreements with Limited Partners, other than (i) representations and warranties, or exceptions thereto, that the Fund or the General Partner may give to or receive from certain Limited Partners, (ii) certain regulatory and tax matters, (iii) matters related to the LP Advisory Committee, (iv) any agreements made by the General Partner regarding transfers, legal opinions and the confidentiality of Limited Partner or Fund information, and (v) certain other limited matters as set forth in the Fund Agreement. No Limited Partner will be granted a "most favored nation" clause and any right negotiated by a Limited Partner that cannot be included in a side letter pursuant to the foregoing sentence will be included in the Fund Agreement for the benefit of all Limited Partners.

Warehoused Investments: The Fund may purchase from the General Partner or an affiliate of the General Partner within 12 months following the Initial Contribution Date, securities of one or more prospective portfolio companies that were "warehoused" by such persons in contemplation of a potential transfer to the Fund, at a price equal to the cost basis of such securities (plus expenses related

thereto). The General Partner shall disclose the terms of any such "warehoused" securities that may be purchased by the Fund in a separate disclosure schedule.

Accountants: A recognized accounting firm selected by the General Partner in its sole discretion.

Legal Counsel: Gunderson Dettmer

2. Privacy Notice

HYPERION INVESTMENT MANAGEMENT, LLC

PRIVACY NOTICE

This Privacy Notice explains the manner in which we collect, utilize and maintain nonpublic personal information about our Limited Partners. This Privacy Notice applies only to Limited Partners who are individuals.

We are committed to protecting your privacy and maintaining the confidentiality and security of your personal information. We are sending you this Privacy Notice to help you understand how we handle the personal information about you that we collect and how we use that information. As used herein, the term "personal information" includes personal information as defined in the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 ("CCPA").

Categories of Information We Collect and May Disclose

We use the personal information collected about you in order to provide you with better service or to comply with law and regulations. We may collect nonpublic personal information about you from the following sources:

- Investor Questionnaires, Limited Partnership Agreements or other forms (for example, name, address, Social Security number and/or other government-issued identification information, assets and income and other types of personal identifiers and commercial information);
- Ownership records of the fund of which you are a Limited Partner, (such as the amount of your percentage ownership interest and any capital commitment); and
- Other interactions with us or our affiliates (such as discussions or other contacts with our staff, via telephone, written correspondence, and electronic media).

Categories of Third Parties with Whom We Disclose Information

We may disclose nonpublic personal information we collect about you to our affiliates (including those who are involved in the operation, administration or management of, or the sale of interests in the fund of which you are a Limited Partner) and nonaffiliated service providers and regulators, in each case, only as permitted by law and regulations. For example, we may disclose nonpublic personal information about you in the following situations:

- In connection with the administration and operations of the fund of which you are a Limited Partner, including disclosure to attorneys, accountants, brokers, dealers, auditors, administrators, anti-money laundering and KYC compliance service providers, companies that assist us with mailing statements or processing your transactions, or other professionals;
- In connection with the periodic financial reports that include capital account balances;
- To respond to a subpoena or court order, judicial process or regulatory inquiry; and
- At your direction or with your consent, including upon your authorization to disclose such information to persons acting in a fiduciary or representative capacity on your behalf.

We do not sell or otherwise disclose your nonpublic personal information for monetary or other valuable consideration. The information of our former Limited Partners is treated in the same manner as the information of our current Limited Partners.

Confidentiality and Security

We have always considered the protection of sensitive information to be a sound business practice and a foundation of customer trust. We protect personal information we collect about you by maintaining physical, electronic and procedural safeguards.

Within our management entities, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

Data Retention

We retain personal information about you for as long as necessary to provide our site and/or services to you, comply with our legal obligations, resolve disputes, or as otherwise permitted or required by applicable law, rule or regulation. When establishing a retention period for specific categories of data, we consider who we collected the data from, our need for the personal information, why we collected the personal information, and the sensitivity of the personal information.

Your Rights

If your personal information is subject to the CCPA you may have certain right over your personal information, specifically:

- **Access:** You have the right to request certain information about our collection, use, and disclosure of your personal information over the past 12 months.
- **Deletion:** You have the right to request the specific pieces of personal information that we have collected from you or request that we delete the personal information that we have collected from you.
- **Correction:** You have the right to request that we correct any inaccurate personal information that we have collected about you.

If you are a California resident, please note that we only use or disclose your sensitive personal information for the purposes authorized under CCPA and we do not collect or process sensitive personal information with the purpose of inferring any characteristics about California residents.

You can exercise the foregoing rights by contacting us at dillon@hyperioncap.co. We will not discriminate against you for exercising your rights under the CCPA. We will not deny you access to our services, or provide you a lower quality of services if you exercise your rights under the CCPA.

Changes to Privacy Notice

We reserve the right to change this Privacy Notice at any time. You will be notified by e-mail as to any material changes to this Privacy Notice.

Effective Date of Policy

This policy is effective as of August 1, 2025.

Further Information

The examples contained within this notice are illustrations and are not intended to be exclusive. This notice complies with United States federal law and state law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you.

3. Statement of Investment Considerations and Risk Factors

HYPERION VENTURES I, L.P.

STATEMENT OF INVESTMENT CONSIDERATIONS AND RISK FACTORS

*An investment in Hyperion Ventures I, L.P. (the "**Fund**") involves a high degree of risk, and is suitable only for investors of substantial means who have no immediate need for liquidity of the amount invested and who can afford a risk of loss of all or a substantial part of such investment. There can be no assurance that the Fund's investment objectives will be achieved or that the limited partners that invest in the Fund (the "**Limited Partners**") will receive a return of their capital. Investors may be subject to a number of risks, only some of which are set forth below. Such risks include, but are not limited to, those discussed below. In addition to the other information contained in this Statement, each prospective investor should consult with their personal legal, tax and financial advisers and carefully consider and evaluate the risks before executing any subscription documents or signature pages with respect to an investment in the Fund. Risks and potential conflicts of interest include, but are not limited to the following:*

General Risks

Reliance on the General Partner and Management Company

The Limited Partners will not have a right or power to participate in the management of the Fund and will have no ability to control the timing of the purchase, sale or other disposition of the Fund's portfolio investments. Accordingly, no investor should purchase any Interests unless it is willing to entrust all aspects of management of the Fund to Hyperion Ventures I GP, LLC (the "***General Partner***"), the Principals (defined below) and Hyperion Investment Management, LLC (the "***Management Company***" or "***Hyperion***"). The Limited Partners will have no ability to control the timing of the purchase, sale, or disposition of portfolio investments. The General Partner and the Principals will generally have sole and absolute discretion in structuring, negotiating and purchasing, financing and eventually divesting investments on behalf of the Fund (subject to specified exceptions). The success of the Fund will depend on the ability of the Hyperion investment team to identify suitable investments, to negotiate and arrange the closing of appropriate transactions and to arrange the timely disposition of portfolio investments. The Limited Partners will not receive detailed financial information issued by portfolio companies in which the Fund invests, which will be available to the Fund.

Competition for Investments

The Fund will compete with other entities for the acquisition of investments. Such competition may come from groups such as institutional investors (including other private investment funds), investment managers, operating companies, industrial groups, and merchant banks which have greater resources than the Fund and are owned by large and well-capitalized investors. There may be intense competition for investments of the type in which the Fund intends to invest, and such competition may result in less favorable investment terms than would otherwise be the case. In addition, certain Other Hyperion Funds have investment objectives that overlap with the investment objectives of the Fund and will therefor compete for opportunities. For additional information, please see "*Overlapping Investments with Other Hyperion Funds*" in the Conflicts of Interest section below. Additional funds with similar investment objectives may be formed in the future by other unrelated parties. It is possible that competition for appropriate investment opportunities may increase, which may also require the Fund to participate in competitive bidding situations, the outcome of which cannot be guaranteed, thus reducing the number of investment opportunities available to the Fund and adversely affecting the terms upon which investments can be made. Participation in competitive bidding situations will also increase the pressure on the Fund with respect to pricing of a transaction. Moreover, the Fund may incur bid, due diligence or other costs on potential investments which may not be consummated. As a result, the Fund may not recover all of its costs, which would adversely affect returns. The Fund may be unable to find a sufficient number of attractive opportunities to meet its investment objectives. There can, therefore, be no assurance that investments of the Fund will meet all the investment objectives of the Fund, or that the Fund will be able to invest all of its available capital.

Unspecified Investments

The capital commitments received from the Limited Partners pursuant to this offering are going into a blind pool. Other than any "warehoused" securities, which if applicable will be disclosed in a disclosure statement provided with the Fund subscription materials or in the Amended and Restated Limited Partnership Agreement of the Fund (as amended and/or restated from time to time, the "***Partnership Agreement***"), the Fund has not identified the particular investments it will make. Accordingly, an investor in the Fund must rely upon the ability of the General Partner and the Management Company to identify suitable investments consistent with the Fund's investment objectives and policies. An investor will not have the opportunity to individually evaluate the relevant economic, financial and other information that will be utilized by the General Partner in its selection of investments or otherwise approve of such investments. Moreover, the investment guidelines set forth in the Partnership Agreement are subject to the good faith interpretation of the General Partner and transactions within such objectives may be effected using a broad array of transaction types, structures and techniques.

Issuer and Non-issuer Transactions

The General Partner intends that the Fund may acquire its investments through both issuer and non-issuer transactions. In the case of a non-issuer transaction, the Fund will purchase securities from existing shareholders (either directly or by means of a secondary market). In many cases, the price that the Fund must pay to acquire securities in a non-issuer transaction may exceed the price that the Fund would have paid if it were able to have acquired such securities directly from the issuer. Furthermore, in the event of a non-issuer transaction, there is no guarantee that the Fund will accede to the same rights (e.g., information rights, registration rights, voting rights and rights of first refusal and co-sale) as the selling shareholder.

Past Performance May Not Be Indicative of Future Results

Past investment performance by the Principals or other investment personnel of the Management Company in their individual capacities or any entities with which they are or were affiliated provides no assurance of future results. If for any reason one or more of the Principals or certain other investment personnel of the Management Company should cease to be involved in the Fund, the performance of the Fund may be harmed.

Forward-Looking Statements; Opinions

Statements contained in this Statement that are not historical facts are based on current expectations, estimates, projections, opinions and/or beliefs of the General Partner and the Management Company. Such statements involve known and unknown risks, uncertainties and other factors, and undue reliance should not be placed thereon. Moreover, certain information contained in this Statement constitute "forward looking" statements, which often can be identified by the use of forward-looking terminology such as "may," "will," "seek," "should," "would," "could," "expect," "anticipate," "project," "estimate," "intend," "continue," "target," "plan," "contemplate," "predict," "likely," "potential," "ongoing," or "believe" or the negatives thereof or other variations thereon or similar or comparable terminology or expressions. Due to various risks and uncertainties, including those set forth herein, actual events or results or the actual performance of the Fund may differ materially from those reflected, projected or contemplated in such forward-looking statements.

No Assurance of Investment Return

The General Partner's task of identifying opportunities in private operating companies, actively managing such investments and realizing a significant return for investors is difficult. Many organizations operated by persons of competence and integrity have been unable to make, manage, and realize such investments successfully. There is no assurance that the Fund will be able to invest its capital on attractive terms or generate returns for its investors. There is no assurance that the Fund's investments will be profitable and there is a risk that the Fund's losses and expenses will exceed its income and gains. The Fund's investment program should be evaluated on the basis that there can be

no assurance that the General Partner's assessment of the prospects of investments will prove accurate or that the Fund will achieve its investment objectives. As such, there is no assurance of any distribution to the Limited Partners prior to, or upon, liquidation of the Fund.

Valuation of Securities

The fair market value of all portfolio investments or of property received in exchange for any portfolio investments will be determined by the General Partner in accordance with the Partnership Agreement. Accordingly, the fair market value of a portfolio investment may not reflect the price at which the investment could be sold in the market, and the difference between fair market value and the ultimate sales price could be material. The valuation of such investments will be determined by the General Partner in accordance with procedures set forth in the Partnership Agreement. Different methods of valuing securities may provide materially different results. Actual realized returns on all unrealized investments will depend among other things on the value of the securities at the time of disposition, any related transaction costs and the manner of sale. Accordingly, the actual realized return on all unrealized investments may differ materially from the values presented to the Limited Partners.

Long-term & Illiquid Investment Within the Fund

An investment in the Fund is a long-term commitment. The Interests are highly illiquid and have no public market value. The Interests have not been registered under the U.S. Securities Act of 1933, as amended (the "***Securities Act***"), nor under applicable securities laws of any state or non-U.S. jurisdiction and no such registration is contemplated. Therefore, the Interests cannot be resold unless subsequently registered under the Securities Act and other applicable laws or an exemption from such registration is available. No secondary market for the Interests exists, and no such market will be established or supported by the General Partner. It is not contemplated that registration of the Interests under the Securities Act and/or any other applicable securities laws will ever be affected. Accordingly, it may be difficult to obtain reliable information about the value of the Interests. Furthermore, the sale or transfer of the Interests is subject to approval of the General Partner and other restrictions contained in the Partnership Agreement. Consequently, Limited Partners may not be able to liquidate an investment in the Fund in the event of an emergency or for any other reason. An investment in the Fund is suitable only for persons and entities, which have no need for liquidity with respect to their investment.

Capital Calls

Capital calls will be issued by the General Partner from time to time at the discretion of the General Partner, based upon the General Partner's assessment of the needs and opportunities of the Fund. To satisfy such capital calls, each Limited Partner may need to maintain a substantial portion of its unpaid capital commitment to the Fund in assets that can be readily converted to cash. Except as specifically set forth in the Partnership Agreement, each Limited Partner's obligation to satisfy capital calls will be unconditional. A Limited Partner's obligation to satisfy capital calls will not in any manner be contingent upon the performance or prospects of the Fund or upon any assessment thereof provided by the General Partner. Notwithstanding the foregoing, the General Partner will not be obligated to call 100% of the Limited Partners' capital commitments during the Fund's term.

Distributions In-Kind

It is possible that not all portfolio investments will be realized by the end of the Fund's term. Although the General Partner has a limited ability to extend the term of the Fund and expects that investments will be disposed of prior to dissolution or be suitable for in-kind distribution at dissolution, the Fund may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. In such cases, following dissolution, in the General Partner's sole and absolute discretion, there may be in-kind distributions by the Fund of illiquid securities or instruments, whereas during the term of the Fund, the Fund may only make in-kind distributions of marketable securities. There can be no assurance that Limited Partners will be able to dispose of any such securities or instruments distributed in kind or that the fair market value of such securities or instruments determined by the Fund

for purposes of the determination of such distributions and calculating the General Partner's carried interest ultimately will be realized. In addition, if the Fund receives distributions in-kind from any portfolio investment, the Fund and the Limited Partners will likely incur additional costs and risks in connection with the disposition of such assets.

Economic Conditions

Changes in economic conditions, including, for example, interest rates, credit availability, inflation rates, industry conditions, government regulation, competition, technological developments, political and diplomatic events and trends, tax and other laws and innumerable other factors, can affect the Fund's investments and prospects materially and adversely. None of these conditions are within the General Partner's control, and it may not be able to effectively anticipate these developments. These factors may affect the volatility and the liquidity of the Fund's investments. Unexpected volatility or illiquidity could impair the Fund's profitability or result in losses.

Diverse Limited Partner Group

The Limited Partners may have conflicting investment, tax, and other interests with respect to their investments in the Fund. The conflicting interests of individual Limited Partners may relate to or arise from, among other things, the nature of investments made by the Fund, the structuring or the acquisition of investments, and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the General Partner, including with respect to the nature or structuring of investments that may be more beneficial for one investor than for another investor, particularly with respect to investors' individual tax situations. In selecting and structuring investments appropriate for the Fund, the General Partner will consider the investment and tax objectives of the Fund and the Partners as a whole, and not the investment, tax, or other objectives of any Limited Partner individually.

Consequences of Default

If a Limited Partner fails to pay in full any requested capital contributions, the General Partner may take certain actions that may result in a sale of such Limited Partner's Interest or a forfeiture of all or a portion of such Limited Partner's Interest. Additionally, the General Partner may pursue any available legal or equitable remedies, with the expenses of collection of the unpaid amount, including attorneys' fees, to be paid by such defaulting Limited Partner. The General Partner will be granted additional powers to deal with defaulting Limited Partners in the Partnership Agreement. If a Limited Partner fails to pay any of its capital commitment when due, and the capital contributions and unused capital commitments of non-defaulting Limited Partners are inadequate to cover the defaulted capital contribution, the Fund may be unable to pay its obligations when due. As a result, the Fund may be subjected to significant penalties that could materially adversely affect the returns to the Limited Partners (including non-defaulting Limited Partners). In addition, the non-defaulting Limited Partners may be required to increase their contributions to the investment resulting in the defaulted capital contribution and in respect of subsequent Fund investments which, in turn, will reduce the degree of diversification of such Limited Partners' investment in the Fund and increase such Limited Partners' risk of loss.

Side Letters and Other Preferential Arrangements with Certain Investors

Certain Limited Partners or other investors (including strategic and/or anchor investors) may invest pursuant to side letter agreements or other arrangements, including arrangements that have the effect of altering or supplementing the material terms of the Fund in respect of such persons. Such arrangements may afford certain investors different rights from the rights offered to other investors in the Fund with respect to carried interest, management fees, expenses, indemnification obligations, participation in the Fund's limited partner advisory committee (the "***LP Advisory Committee***"), co-investments, subscription rights to other investment vehicles, the content and frequency of reports, notice of events or information not provided to other Limited Partners, tax and regulatory structuring and reporting assistance, "most favored nation" rights and other matters. Investors that have been granted additional access to portfolio information or other enhanced transparency may be able to make investment decisions (including, without

limitation, increasing their capital commitments, participating in co-investments, making outside investments or dispositions or entering into hedging transactions designed to offset exposure to investment positions taken by the Fund) based on information not generally available to other investors, including other Limited Partners. In some cases, such investment decisions made by these investors on the basis of such information could adversely affect the market value of the Fund's portfolio and therefore the value of the Interests in the Fund. In addition, certain investors may be granted a right to receive a portion of the management fees or carried interest payable by the Fund. Furthermore, certain investors may contribute capital to the Fund indirectly through the General Partner, which may reduce the amount of capital that must be contributed by the managing members of the General Partner and the other members of the Hyperion investment team and may therefore reduce the economic alignment between such persons and the Limited Partners. The terms and conditions of any such arrangements with any particular Limited Partner will be agreed to solely at the discretion of the Fund, the General Partner and/or the Management Company, as applicable, and may be more favorable than those offered to any other Limited Partner. The General Partner will not be required to disclose any such arrangements to other investors unless otherwise required to do so pursuant to applicable law or regulation or the terms of an applicable agreement. Investors that receive beneficial arrangements (including the right to bear or pay reduced carried interest or management fees earned by the General Partner or the Management Company) may include members or beneficial owners of the General Partner or the Management Company, other persons who have other professional or personal relationships with the General Partner, the Management Company or the Principals or other third parties.

Conflicts; Other Funds

Conflicts of Interest

Prospective investors in the Fund should consider, among other potential conflicts of interest, the following, which is not intended to be an exhaustive list of all potential conflicts of interest related to an investment in the Fund or that may arise in connection with the Fund. The Fund and its Limited Partners will be subject to certain potential or actual conflicts of interest arising out of its relationship with the General Partner, its members, and their respective affiliates, which will provide management services to the Fund. The agreements and arrangements among the Fund, the General Partner, its members, and their respective affiliates have been established by the General Partner and are not the result of arm's-length negotiations.

In the case of conflicts of interest, Hyperion and its affiliates determine which factors are relevant and how to mitigate and resolve such conflicts, using their best judgment but in their sole discretion (subject to any consents specifically required, or other applicable requirements, under the Partnership Agreement or applicable law). In resolving conflicts, Hyperion and its affiliates may consider various factors, including the interests of the Fund or the Other Hyperion Funds (as defined below) with respect to the immediate issue and/or with respect to their longer term courses of dealing.

Other Activities of Hyperion and Its Personnel and Other Hyperion Funds

In addition to devoting their business time to the Fund, Hyperion and its personnel will devote substantial portions of their business time to managing Other Hyperion Funds, which may have made or may make investments along lines substantially similar to those to be made by the Fund. Conflicts of interest may arise in allocating time, services or resources among the investment activities of the Fund and such other activities and funds. Hyperion personnel also may have certain time commitments to activities or endeavors outside of Hyperion.

The Management Company may have established, and in the future may establish, Other Hyperion Funds. For purposes of this Statement, the "***Other Hyperion Funds***" are (i) any affiliated fund that invests in parallel with the Fund (a "***Parallel Fund***"), (ii) any co-investment vehicle in respect of available co-investment opportunities in securities of current or anticipated portfolio companies, (iii) any opportunity fund investment vehicles formed for the purposes of investing in (a) portfolio companies of the Fund and certain other funds, (b) investment opportunities in portfolio companies or other companies that the General Partner determines are not appropriate for the Fund or (c) certain other investment opportunities, (iv) any subsequent fund formed after the initial contribution date of the Fund

with operations, objectives and investment focus substantially the same as those of the Fund, (v) any other investment fund for which the Management Company or its affiliates serve as an investment manager or investment advisor and (vi) with respect to each of the foregoing, any entity formed to co-invest therewith or invest in parallel thereto, or in lieu thereof and their respective successor funds.

Overlapping Investments with Other Hyperion Funds

Where the Fund and an Other Hyperion Fund make an initial investment in the same company at different times, or where the Fund and one or more Other Hyperion Funds make an investment in a company in proportions that differ from their then-existing ownership percentages of that company, conflicts of interest may arise with regard to valuations, exit opportunities and other matters. In addition, conflicts of interest may arise if one or more Other Hyperion Funds invest in the securities of a portfolio company that have different rights than, and/or are senior in the company's capital structure to, the securities of such portfolio company held by the Fund.

In cases where the Fund and an Other Hyperion Fund invest in the same company at substantially the same time, Hyperion and its affiliates generally intend to allocate disposition opportunities with respect to such company between the Fund and such Other Hyperion Fund in proportion to their respective aggregate amounts invested in such company or their relative ownership percentages of such company; provided that Hyperion and its affiliates may allocate a disposition opportunity in a different manner if they determine, in their discretion, that such different manner is appropriate under the circumstances, taking into account the factors described in the final sentence of this paragraph. If the Fund and an Other Hyperion Fund invest in the same portfolio company but at substantially different times (e.g., in different financing rounds), dispositions of such investments by the Fund and such Other Hyperion Fund will be determined by Hyperion and its affiliates on a case-by-case basis and may not necessarily be made at the same time or in proportion to dollars invested in that company or their relative ownership percentages in that company. In such cases, Hyperion and its affiliates will allocate disposition opportunities among the Fund and such Other Hyperion Fund in their discretion, taking into account (without limitation): the relevant provisions in agreements related to the applicable entities' investment in the portfolio company (e.g., "tag-along" or "piggy-back" rights); the ownership percentage of, and the amount invested by, each applicable entity in the portfolio company; the amount of gain (or loss), realized and unrealized, on each applicable entity's investment in the portfolio company at the time of such disposition opportunity; the type of securities held by each entity in the portfolio company; the liquidity needs for each applicable entity and the investment cycle of each applicable entity; the respective holding periods for the investment of each applicable entity; the nature of the disposition opportunity, including the size of the opportunity; the current and anticipated market conditions; tax, legal or regulatory considerations; and such other factors that Hyperion and its affiliates may determine to be relevant.

Allocation of Investment Opportunities Among the Fund, Other Hyperion Funds and Co-investors

One or more Other Hyperion Fund(s) may co-invest with the Fund. The allocation of investment opportunities between the Fund and any Other Hyperion Fund (including the determination of which opportunities to allocate to such Other Hyperion Fund and how any such opportunity is split between the Fund and such Other Hyperion Fund) will be determined by Hyperion and its affiliates in their discretion on a case-by-case basis, taking into account such factors that they deem relevant, including factors such as: the size of the investment opportunity (including projected follow-on investment requirements); the amount of capital that the Fund and such Other Hyperion Fund have available for new portfolio company investment opportunities; the nature and stage of the portfolio company; portfolio construction matters; and any investment restrictions in their respective Partnership Agreements. Hyperion and its affiliates may reach different decisions regarding the allocation of investment opportunities between the Fund and the Other Hyperion Funds that might otherwise appear similar.

The Management Company will determine if the amount of an investment opportunity exceeds the amount the General Partner has determined would be appropriate for the Fund (after taking into account any portion of the opportunity allocated by contract to certain participants in the applicable deal, such as co-sponsors, consultants and advisers to the Management Company and/or the Fund, management teams of the applicable portfolio company,

certain strategic investors and other investors and Other Hyperion Funds, as applicable), and any such excess may be offered to one or more Other Hyperion Funds or co-investors pursuant to the procedures included in accordance with the Partnership Agreement.

In general, (i) no investor in the Fund has a right to participate in any co-investment opportunity and investing in the Fund does not give an investor any rights, entitlements or priority to co-investment opportunities, (ii) decisions regarding whether and to whom to offer co-investment opportunities, as well as the applicable terms on which a co-investment is made, are made in the sole discretion of the Management Company or its related persons or other participants in the applicable transactions, such as co-sponsors, (iii) co-investment opportunities typically will be offered to some and not to other investors in the Fund, in the sole discretion of the Management Company or its related persons and investors may be offered a smaller amount of co-investment opportunities than originally requested, and an investor may be offered fewer co-investment opportunities than other investors in the same Fund, with the same, larger or smaller capital commitments to the Fund, (iv) certain persons other than investors in the Fund (e.g., Other Hyperion Funds, prospective investors in the Fund and prospective investors in any Other Hyperion Funds, Special Advisers (as defined below), and other third parties), rather than one or more investors in the Fund, will, from time to time be offered co-investment opportunities, in the sole discretion of the Management Company or its related persons, and (v) co-investors will generally purchase their interests in a portfolio company at the same time as the Fund or will, on occasion purchase their interests from the Fund after the Fund has consummated its investment in the portfolio company (also known as a post-closing sell down or transfer). Each co-investment opportunity (should any exist) is likely to be different and the allocation of each such opportunity will be dependent upon the facts and circumstances specific to that unique situation (e.g., timing, industry, size geography, asset class, projected holding period, exist strategy and counterparty). For purposes of this Statement, the "***Special Advisers***" are any "entrepreneur partner," "venture partner," "entrepreneur-in-residence," "executive-in-residence," "consultant," "contractor," "strategic adviser," "growth expert," "industry expert," "operating partner" or "adviser" (as those terms are generally understood in the venture capital and growth equity industry) or another similar professional.

In exercising its discretion to allocate co-investment opportunities with respect to a particular investment, the Management Company may consider some or all of a wide range of factors, which include, but are not limited to, its own interest and/or one or more of the following: the Management Company's evaluation of the size and financial resources of the potential co-investor and the Management Company's perception of the ability of that potential co-investor (in terms of, for example, staffing, expertise and other resources or similar synergies) to efficiently and expeditiously participate in the investment opportunity with the relevant fund(s) without harming or otherwise prejudicing such fund(s), in particular when the investment opportunity is time-sensitive in nature, as is typically the case (including whether the potential co-investor has a complicated tax structure that would require particular structuring implementation or covenants that would not otherwise be required); any confidentiality concerns the Management Company has that may arise in connection with providing the potential co-investor with specific information relating to the investment opportunity in order to permit such potential co-investor to evaluate the investment opportunity; whether a potential co-investor has a history of participating in co-investment opportunities and the Management Company's perception of its past experiences and relationships with that potential co-investor, such as the willingness or ability of the potential co-investor to respond promptly and/or affirmatively to potential investment opportunities previously offered by the Management Company and the expected amount of negotiations required in connection with a potential co-investor's commitment; the character and nature of the co-investment opportunity (including the potential co-investment amount, structure, geographic location, tax characteristics and relevant industry); level of demand for participation in such co-investment opportunity; the ability of a potential co-investor to aid in operating or monitoring a portfolio company or the possession of certain expertise by a potential co-investor and the potential co-investor's relationship with the management team of the potential portfolio company and whether the potential co-investor has any existing positions in the portfolio company; any interests a potential co-investor has in any competitors of the portfolio company; the Management Company's perception of whether the investment opportunity may subject the potential co-investor to legal, regulatory, competitive, confidentiality, reporting, public relations, media or other burdens that make it less likely that the potential co-investor would act upon the investment opportunity if offered; the Management Company's evaluation of whether the profile or characteristics of the potential co-investor may have an impact on the viability or terms of the proposed investment

opportunity and the ability of the Fund to take advantage of such opportunity (for example, if the potential co-investor is involved in the same industry as a target company in which the Fund wishes to invest, or if the identity of the potential co-investor, or the jurisdiction in which the potential co-investor is based, may affect the likelihood of the Fund being able to capitalize on a potential investment opportunity); and whether the Management Company believes, in its sole discretion, that allocating investment opportunities to a potential co-investor will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits (including strategic, sourcing or similar benefits) to current or future funds and/or the Management Company and whether the potential co-investor has demonstrated a long-term and/or continuing commitment to the potential success of the current or future funds and/or the Management Company.

If the Management Company offers an investment opportunity to co-investors, there can be no assurance that the Management Company will be successful in offering such co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Fund or that expenses incurred by the Fund with respect to the syndication of the co-investment will not be substantial. Further, it is possible that a potential co-investor may experience financial, legal or regulatory difficulties and may, from time to time, have economic, tax, regulatory, contractual or other business interests or goals that are inconsistent with those of the Fund and as a result, may take a different view from the Management Company as to appropriate strategy for an investment or may be in a position to take a contrary action to the Fund's investment objective. If the Management Company is not successful in offering a co-investment opportunity to potential co-investors, in whole or in part, the Fund may consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make the Management Company more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto.

In certain cases, co-investors may receive a portion of any fees payable by the applicable portfolio company that might otherwise have been received by Hyperion or employees of Hyperion and that might otherwise have reduced the management fee payable by the Fund.

In connection with co-investment opportunities, some co-investors (which may include one or more Limited Partners) may be provided with the opportunity to serve on the board of directors of the applicable portfolio company. A position on the board of directors of a portfolio company provides such co-investors with voting rights, access to information and the ability to potentially influence the operations and decision-making of the portfolio company that are not available to other investors in the Fund. In certain cases, co-investors may also have contractual rights that require the approval of the co-investors for certain major actions relating to the applicable portfolio company, such as a sale of the company or the issuance of additional equity by the company. Such rights may limit the ability of Hyperion and its affiliates to take actions with respect to the portfolio company that they consider to be in the best interests of the Fund.

In certain instances, a Limited Partner or persons or entities associated with a Limited Partner may make an investment in the same company as the Fund pursuant to an opportunity sourced directly by such Limited Partner (or such associated person or entity) or made available to such Limited Partner (or such associated person or entity) by someone other than Hyperion, the Fund or their affiliates.

A co-investor's potential investment into another Other Hyperion Fund (including any commitment to a future fund) may be considered, but will not be the sole determining factor considered by the Management Company, in determining whether to offer an investment opportunity to co-investors.

Transactions Between the Fund and Parallel Funds

In order to further the intention that each Parallel Fund generally co-invests with the Fund and, where applicable, the portion of a Parallel Fund's investment in each portfolio investment represents a percentage of the total committed capital available for investment by the Fund and each Parallel Fund equal to the percentage that each Parallel Fund's

aggregate committed capital available for investment represents of the aggregate committed capital available for investment by the Fund and each Parallel Fund after their respective final closings (the "***Final Parallel Fund Percentage***"), the General Partner intends to cause the Fund to transfer to or acquire from each Parallel Fund (at cost) a portion of the Fund's portfolio investments, on the one hand, or each Parallel Fund's portfolio investments, on the other hand, that were acquired by each Parallel Fund in a proportion different than the Final Parallel Fund Percentage such that, following such transfers, each Parallel Fund's holding of such investments reflect the Final Parallel Fund Percentage. A transfer at cost may not reflect the fair market value of the transferred securities at the time of transfer.

If the relative aggregate committed capital available for investment of the Fund and a Parallel Fund change at a subsequent closing after the Fund has made one or more portfolio investments, the General Partner of the Fund intends to cause such entities to transfer between themselves a portion of such investments at cost as necessary so that, after such transfers, the Fund and each Parallel Fund hold a portion of each such investment that represents its pro rata share of the overall the Fund investment (based on the final aggregate committed capital available for investment by the Fund and each Parallel Fund).

In certain circumstances, subject to any approval that may be required under the Partnership Agreement, the Fund may buy or sell portfolio company securities from or to an Other Hyperion Fund (such as a predecessor or successor Hyperion fund) at such times, at such prices and on such terms as the General Partner may determine to be in the best interest of the Fund. Such a transaction may entail a conflict of interest because Hyperion or an affiliate thereof acts for both the Fund and the applicable Other Hyperion Fund and may have an incentive to improve the performance of the other fund by selling an underperforming asset to the Fund (for example, to increase the "carried interest" payable to Hyperion or its affiliates by such other fund).

Subject to any approval that may be required under the Partnership Agreement or applicable law, the Fund may from time to time acquire securities from the General Partner, a managing member of the General Partner, other persons associated with Hyperion or their respective affiliates if the General Partner determines that such acquisition is in the best interests of the Fund.

Transactions Between Portfolio Companies of the Fund and Portfolio Companies of Other Hyperion Funds; Competitive Portfolio Companies

Portfolio companies of the Fund and portfolio companies of Other Hyperion Funds may engage in commercial transactions (including mergers and acquisitions) with one another from time to time as they determine to be appropriate in their business judgment. Hyperion anticipates that material transactions between portfolio companies generally would be on arms' length terms or on terms otherwise considered to be equitable to both companies under the circumstances. However, such transactions could benefit the portfolio company of the Other Hyperion Fund (and, therefore, indirectly such Other Hyperion Fund) more than the portfolio company of the Fund.

Hyperion anticipates that it may from time to time recommend the products or services of a portfolio company of the Fund or of a predecessor or successor Hyperion fund to other portfolio companies of the Fund. Although use of any such products or services by a Fund portfolio company would be voluntary, a Fund portfolio company may nevertheless feel conflicted in their choice of vendors and might select the portfolio company of the Other Hyperion Fund or the other portfolio company of the Fund when there are better or cheaper products or services offered by unrelated companies.

The Fund may invest in companies that are competitors of, or that subsequently become competitors of, other companies in which the Fund have invested or in which predecessor or successor Hyperion fund has invested. Such competitive situations may result in conflicts for Hyperion and its affiliates in their ongoing interactions with the competitive companies and could, in certain circumstances, result in Hyperion and its affiliates receiving less information about such companies that they might have received in the absence of such competitive situation. Competitive situations could also result in the Fund or Hyperion and its associated persons (who are generally

indemnified by the Fund) facing legal claims regarding misuse of a company's confidential information, breach of duties to the portfolio companies or other matters related to the competitive situation.

Special Advisers to Hyperion, the Fund and Portfolio Companies

Hyperion, the Fund and its portfolio companies may from time to time engage Special Advisers to provide operational support, specialized operations and consulting services and similar or related services to, or in connection with, one or more portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of such portfolio companies and may serve on the boards of directors of portfolio companies. These services may be high level insight or extensive day-to-day roles, and may include support to the General Partner or portfolio companies regarding, among other things, the company's management (including serving in management positions or participating in determining corporate strategy), data intelligence, finance (including generating metrics and reporting and business restructuring), legal, human capital management (including recruiting personnel and determining executive/incentive compensation), information technology, corporate communications, customer service, sustainability (including, strategy, policy and reporting development), marketing, real estate matters and similar operational matters. The nature of the relationship with each such Special Adviser and the time devotion requirements of each such Special Adviser may vary significantly. Certain Special Advisers may be subject to contractual obligations to exclusively provide certain services to the Fund and/or the portfolio companies. These arrangements may be memorialized in a formal written agreement or may be informal and are negotiated individually, depending upon the anticipated services to be provided. Special Advisers may be offered the ability to co-invest alongside the Fund, or may have pre-existing investments in such portfolio company, including in investments in which such Special Adviser is involved or participates in the management thereof. Over time, certain existing and former employees of the Management Company (including senior personnel) may transition to a Special Adviser role, which may shift the burden of compensation of such persons from the Management Company to the Fund and/or its portfolio companies. A Special Adviser might also be engaged by Hyperion with the expectation that such Special Adviser potentially would become an executive of a future Hyperion fund portfolio company or potentially would start a company in which a Hyperion fund might invest.

The Management Company or the General Partner may pay consulting fees (including a portion of the General Partner's carried interest) to a Special Adviser and in certain circumstances the Fund may pay some or all of such amounts. In addition, one or more of the Fund's portfolio companies may pay consulting fees (in cash or equity) to a Special Adviser and/or such Special Adviser may be permitted to invest directly in any such portfolio company. If a Special Adviser serves on the board of directors of a Fund portfolio company as a designee of such Fund or at the request of such Fund, such Special Adviser may receive directors' fees (in cash or equity) for such service, with any such fees generally determined by negotiations between the Special Adviser and the applicable portfolio company. Any compensation (including equity) received by a Special Adviser from a portfolio company of the Fund will not offset the management fees payable by the Fund or otherwise benefit the Fund or their investors.

Other Service Providers

The Management Company and/or its affiliates may engage certain service providers to provide services to the Management Company, the General Partner, the Fund and/or the portfolio companies, including services during the due diligence and acquisition process. Such service providers are, in certain circumstances, investors in the Fund or affiliates of such investors and may include, for example, investment or commercial bankers, outside legal counsel, pension consultants and/or other investors who provide services. The engagement of any such service provider may be concurrent with an investor's admission to the Fund, or during the term of such investor's investment in the Fund. This creates a conflict of interest, as the Management Company may give such investor preferred economics or other terms with respect to its investment in the Fund, or may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor.

Additionally, employees of the Management Company or its affiliates, and/or their family members or relatives may have ownership, employment, or other interests in such service providers. These relationships that the Management

Company may have with a service provider can influence the Management Company in determining whether to select or recommend such service provider to perform services for the Fund or a portfolio company. The Management Company will have a conflict of interest with the Fund in recommending the retention or continuation of a service provider to the Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider will continue to invest in future funds or will provide the Management Company information about markets and industries in which the Management Company operates or is interested or will provide other services that are beneficial to the Management Company. The Management Company or its affiliates and service providers often charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required and the time demands of the service provider. As a result, to the extent the services required by the Management Company or its affiliates differ from those required by the Fund and/or its portfolio companies, the Management Company and its affiliates will pay different rates and fees than those paid by the Fund and/or its portfolio companies. Notwithstanding the foregoing, the Management Company generally does not enter into any arrangement with a service provider that provides for a lower rate or discount than those available to the Fund or a portfolio company for comparable services.

Other Consultants

Hyperion or its affiliates may engage, or cause the Fund to engage, other consultants, including consultants provided through "expert networks" to provide services to the Fund or its portfolio companies for particular purposes or particular projects, and such consultants may receive fees or other remuneration and expense reimbursement (including travel and travel-related expenses) from the Fund or the applicable portfolio companies (rather than from Hyperion). Such services may include, among others, assisting the General Partner with research or due diligence with respect to companies in which the Fund is considering an investment or have invested or providing technical, financial or other operational services to portfolio companies.

Limited Partners as Service Providers to the Fund and Its Portfolio Companies

Certain Limited Partners or their affiliates may from time to time in the ordinary course of their business activities provide services to the Fund or the Fund's portfolio companies (e.g., banks or brokers that are affiliates of limited partners of predecessor Hyperion funds have acted as lenders or brokers to the Hyperion funds or their portfolio companies and may act as lender or brokers to the Fund or the Fund's portfolio companies). Hyperion anticipates that any such services would be provided to the Fund or the Fund's portfolio companies on arms' length or otherwise customary market terms.

Fund Service Providers as Service Providers to Hyperion or Its Affiliates

Certain service providers to the Fund (e.g., lawyers, consultants, lenders, brokers) are also likely to provide services to Hyperion or its personnel or affiliates. The terms on which such services are provided to such persons and entities may, in certain circumstances, be more favorable than those on which similar services are provided to the Fund. However, it is Hyperion's policy to select service providers for the Fund that it believes are in the best interests of the Fund based on their merits and not based on the services, or the terms of such services, provided to Hyperion or its personnel or affiliates. From time to time, Hyperion reviews its selection of service providers for the Fund and the arrangements between the Fund and such service providers.

Positions with Portfolio Companies

Hyperion personnel may from time to time serve as directors of, or observers on boards with respect to, certain Fund portfolio companies. In connection with such services as a board member, Hyperion personnel will be subject to fiduciary obligations to make decisions that they believe to be in the best interests of the applicable portfolio company. Although in most cases the interests of the Fund and its portfolio companies will be aligned, this may not always be the case, particularly if a portfolio company is in financial difficulty. This may result in a conflict between the relevant director's obligations to the portfolio company and its various stakeholders, on the one hand, and the interests of the

Fund, on the other hand (including, with respect to matters requiring both director and stockholder votes). Having a representative of the Fund serve as a director of a portfolio company whose shares are publicly traded may limit the Fund's ability to sell its shares because of trading restrictions imposed on the individual who serves as a director and, by extension, the Fund. In some circumstances, having a representative of the Fund serve as a director of a portfolio company may restrict the ability of the Fund to invest directly in an investment opportunity that also constitutes an investment opportunity for such portfolio company. In addition, certain investment opportunities that might otherwise represent potential portfolio investments for the Fund may instead be offered to portfolio companies of predecessor or successor Hyperion funds as add-on acquisitions by such portfolio companies to the extent that such opportunities are complementary to and/or enhance such portfolio companies' businesses. Decisions made by a director may subject the Management Company, its affiliates or the Fund to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims.

In certain circumstances, Hyperion personnel (including the Principals and the General Partner) may receive compensation from portfolio companies of the Fund and such compensation may be excluded from the management fee offset. Employees of the Management Company may also be asked to serve as directors of, or observers with respect to, certain entities in which the Fund has fully exited its ownership interest. Such companies are not portfolio companies of the Fund and as a result, any compensation received from such companies are not subject to the management fee offset.

Allocation of Expenses

From time to time the Management Company will be required to decide whether certain fees, costs and expenses should be borne by the Fund or one or more of the Other Hyperion Funds, on the one hand, or the Management Company on the other hand, and/or whether certain fees, costs and expenses should be allocated between or among the Fund and/or other parties (including Other Hyperion Funds). Certain expenses may be the obligation of one particular fund and may be borne by such fund or, expenses may be allocated among multiple funds and entities. In exercising its discretion to allocate investment opportunities and fees and expenses, the Management Company is faced with a variety of potential conflicts of interest.

To the extent not allocated to a portfolio company, the Management Company will allocate fees and expenses incurred in the course of evaluating and making investments that are consummated between the Fund and other parties in accordance with the Partnership Agreement or, to the extent not addressed in the Partnership Agreement, pro rata based on the respective investments of the Fund and such other parties. With respect to any transactions that are not consummated, the Fund will generally bear any expenses and fees generated in the course of evaluating such potential investments, such as out-of-pocket fees associated with due diligence, attorney fees and the fees of other professionals, reverse termination fees, extraordinary expenses, such as litigation costs and judgements, and other expenses ("***Dead Deal Costs***").

Except as otherwise specified in the Partnership Agreement, investors in an Other Hyperion Fund will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the Other Hyperion Fund. An Other Hyperion Fund will generally bear its pro rata portion of expenses incurred in the making of an investment, to the extent not paid by a portfolio company.

In certain cases, an Other Hyperion Fund (such as a co-investment vehicle) may be established to facilitate the investment by investors alongside the Fund in a specific transaction. In the event such a fund is created, the investors in such Other Hyperion Fund will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of such fund and such fund will generally bear its pro rata portion of expenses incurred in the making the applicable investment. If a proposed transaction is not consummated, no such fund vehicle generally will have been formed, and the full amount of Dead Deal Costs would therefore be borne by the Fund and/or any Other Hyperion Funds that the Management Company intended would participate in such proposed transaction. Furthermore, if a proposed transaction is not consummated and an Other Hyperion Fund has been formed for the purpose of making an investment in such proposed transaction (or co-investors have otherwise committed to invest

in the proposed transactions), some or all of the Dead Deal Costs may be borne solely by the Fund or other parties selected by the Management Company as proposed investors for such proposed transaction, but not to the Other Hyperion Fund or other co-investor to which the co-investment opportunity was offered. Such deal-specific co-investment vehicles are not typically allocated any share of break-up fees paid or received in connection with such an unconsummated transaction.

The Management Company may in the future cause the Fund to purchase, and/or bear premiums, fees, costs and expenses (including any expenses or fees of insurance brokers) for insurance to insure the Fund, the General Partner, the Management Company and/or their respective directors, officers, employees, agents, representatives, members of the LP Advisory Committee and other indemnified parties, against liability in connection with the activities of the Fund. This may include a portion of any premiums, fees, costs and expenses for one or more "umbrella" or other insurance policies maintained by the Management Company and its affiliates that cover the Fund and/or the Management Company (including their respective directors, officers, employees, agents, representatives, members of the LP Advisory Committee and other indemnified parties). The Management Company will make judgments about the allocation of premiums, fees, costs and expenses for such "umbrella" or other insurance policies among the Fund and other parties, and/or the Management Company and its affiliates on a fair and reasonable basis, and may make corrective allocations should it determine subsequently that such corrections are necessary or advisable. There can be no assurance that a different allocation would not result in the Fund bearing less (or more) premiums, fees, costs and expenses for insurance policies.

Certain portfolio companies of the Fund are, or may be, counterparties or participants in agreements, transactions or other arrangements with the Management Company, its affiliates, or other portfolio companies of the Management Company's clients, to receive favorable procurement terms, including fees, servicing payments, rebates, discounts or other financial benefits. The Management Company is sometimes eligible to receive favorable terms for its procurement due in part to the involvement of its portfolio companies in such arrangements, and any discounted amounts will not be subject to management fee offsets or otherwise shared with the relevant Other Hyperion Funds.

Additionally, a portfolio company will from time to time reimburse the Management Company for expenses, including without limitation, travel expenses, which may include expenses for chartered or first class travel, and certain other related expenses (which may include meals and entertainment expenses) in connection with attending board meetings. Such reimbursed expenses are not subject to the management fee offset arrangements described above.

LP Advisory Committee Approvals

Certain transactions by the Fund that would otherwise be prohibited by the Partnership Agreement, including certain transactions that involve potential conflicts of interest between the Fund and Other Hyperion Funds or between the Fund and the General Partner or Hyperion personnel, may be effected with the approval of the Fund's LP Advisory Committee. Some or all of the members of the Fund's LP Advisory Committee also may be members of the limited partner advisory committee of the Other Hyperion Fund with which there is a potential conflict or may be associated with investors that have an interest in both the Fund and such Other Hyperion Fund. Such LP Advisory Committee members will not be precluded from participating in discussions with respect to, or from voting on, transactions that involve potential conflict of interests. In addition, the LP Advisory Committee will not represent the interests of all of the Limited Partners of the Fund, and each member of the LP Advisory Committee may act in the interests of the Limited Partner with which it is associated. LP Advisory Committee members will be selected, and may be changed from time to time, by the General Partner in its discretion. Limited Partners will not be entitled to control the selection of members of the LP Advisory Committee or to review the actions or deliberations of the LP Advisory Committee.

Withdrawals

Voluntary withdrawals of the Interests are not permitted, except in limited instances when required or when necessary to comply with the laws or regulations applicable to a Limited Partner, including ERISA (as defined below)

regulations. As a result, investors may not be able to liquidate their investments prior to the end of the Fund's term. A withdrawn Limited Partner may not be entitled to immediate payment for its Interest. Any withdrawal of a Limited Partner may reduce the amount of Fund capital available for investment or other activities. If a Limited Partner is required to withdraw from the Fund or prevented from making any future capital contributions, the Fund may face a shortfall. If the Fund is unable to finance the shortfall from other sources, it is possible that the Fund may be required to limit the scope of its investments or it may default on its obligations and/or its ability to continue operations may otherwise be impaired.

Economic Interest of General Partner

Because the percentage of profits allocated to the General Partner will exceed the capital contribution percentage of the General Partner, and because certain net losses otherwise allocable to the General Partner will be specially allocated to all the Partners (up to the point that the Limited Partners' capital account balances reach zero), the General Partner may have an incentive to make investments that are riskier or more speculative than if the General Partner received allocations on a basis identical to that of the Limited Partners. In addition, upon the winding-up of the Fund, the General Partner may receive carried interest distributions with respect to a distribution in-kind of non-marketable securities. The valuation of such securities for such purposes will be determined by the General Partner as set forth in the Partnership Agreement.

Certain Other Risks

Non-U.S. Investments

The Fund may invest a portion of its aggregate capital commitments outside of the United States. Non-U.S. securities involve certain risk factors not typically associated with investing in U.S. securities, including risks relating to (i) currency exchange matters, and costs associated with conversion of investment principal and income from one currency into another; (ii) differences between the U.S. and foreign securities markets, including potential price volatility in and relative liquidity of some foreign securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation; (iii) certain economic, social and political risks, including potential exchange control regulations and restrictions on foreign investment and repatriation of capital, the risks of political, economic or social instability, including the risk of sovereign defaults, and the possibility of expropriation or confiscatory taxation; (iv) the possible imposition of foreign taxes on income and gains recognized with respect to such securities and (v) less developed corporate laws regarding creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors. Additionally, certain countries in which the Fund may invest have experienced in the past, and may in the future experience, political and social instability that could adversely affect the Fund's investments in such countries. Such instability could result from, among other things, popular unrest associated with demands for improved political, economic and social conditions and popular unrest in opposition to government policies that facilitate direct foreign investment in such countries. Governments of certain of these countries have exercised and continue to exercise substantial influence over many aspects of the private sector. The Fund generally does not intend to obtain political risk insurance. Accordingly, government actions in the future could have a significant effect on economic conditions in such countries, which could affect private sector companies and the return from investments. Exchange control regulations, expropriation, confiscatory taxation, nationalization, restrictions on repatriation of capital, renunciation of foreign debt, political, economic or social instability or other economic or political developments could adversely affect the assets of the Fund held in a particular country.

Global Political Risks

The Fund, through its investments, may be particularly exposed to the risk of political change and governmental action. With respect to some foreign countries, there is the possibility of expropriation or confiscatory taxation, limitations on the removal of funds or other assets of the Fund, political or social instability, war or insurrection,

terrorist attacks, or diplomatic developments that could affect the value and marketability of the Fund's investments in those countries.

Delayed Schedule K-1s

The Fund may not be able to provide final Schedule K-1s to Limited Partners for any given fiscal year until after the filing deadline for tax returns for such fiscal year. The General Partner will cause the Fund to provide Limited Partners with final Schedule K-1s in a timely manner after the close of each fiscal year, but final Schedule K-1s may not be available until the Fund has received tax-reporting information from its portfolio companies necessary to prepare final Schedule K-1s. Limited Partners may be required to obtain extensions of the filing dates for their U.S. federal, state and local income tax returns.

Liquidation

If the Fund should become insolvent, the Limited Partners may be required to return with interest any property distributed that represented a return of capital, repay any distributions wrongfully made to them and forfeit any undistributed profits.

Public Health Risks

Epidemics and pandemics may materially and adversely affect the global economy and the Fund's performance. For example, an infectious disease first identified in late December of 2019 (officially named coronavirus 2019 by the World Health Organization and abbreviated "***COVID-19***"), spread rapidly across much of the world, including throughout the United States, resulting in restrictions on travel and group activities, and the extended shutdown or diminished operation of certain business facilities, universities and schools. The availability of investment opportunities of the Fund may be adversely impacted by reductions of economic activity as a result of existing or new epidemic diseases or pandemics, including as a result of the responses of businesses and local and national governments which could adversely affect the Fund's ability to fulfill its investment objectives. The impact of epidemic diseases or pandemics could be significant on the economic environment of markets in which the Fund invests, which could affect the availability, valuations, and returns of the Fund's portfolio investments. The extent to which an epidemic disease or pandemic impacts the Fund's results will depend on future developments, which cannot be predicted with any certainty, including the duration of the epidemic disease or pandemic and the actions taken throughout the world, including in domestic markets, to contain such epidemic disease or pandemic or treat its impact. As a result, the performance of the Fund and the Fund's portfolio companies could be adversely affected.

War and International Conflict

Ongoing military conflicts exist between certain countries and militant organizations which, in a relatively short period of time, have caused or may cause disruption to global financial systems, trade and transport, among other things. In response, multiple other countries and/or governments have, or may in the future, put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected to such military conflicts. There is concern that any such military conflict could expand to involve other regional powers and global actors not currently or directly involved in such conflict. The ultimate course of conflicts and their impact on global economic and commercial activity and conditions, and on the operations, financial condition and performance of the Fund or any particular industry, business or investee country, as well as the duration and severity of such effects, is impossible to predict. Such conflicts may have a significant adverse impact and result in significant losses to the Fund. This impact may include reductions in revenue and growth, cyber-attacks, unexpected operational losses and liabilities and reductions in the availability of capital. It may also limit the ability of the Fund to source, diligence and execute new investments and to manage, finance and exit investments in the future. Developing and further governmental actions (military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy which the Fund intends to pursue, all of which could adversely affect the Fund's ability to fulfill its investment objectives.

Climate Change

Prolonged changes in climatic conditions could have significant impact on the revenues, expenses and conditions of certain investments of the Fund and Other Hyperion Funds. While the precise future effects of climate change are unknown, it is possible that climate change could affect precipitation levels, droughts, wind levels, annual sunshine, sea levels and the severity and frequency of storms and other severe weather events. These events and the disruptions that they cause, alone or in combination, also have the potential to strain or deplete infrastructure and response capabilities generally, leading to increased costs and higher taxes, decreases in economic efficiency, or both. Climate change related disruptions could have material and adverse impacts on the business of portfolio companies of the Fund and Other Hyperion Funds and on the broader society and economy in which such portfolio companies operate. Various regulatory agencies have enacted or proposed new or revised environmental regulations in an effort to reduce carbon emissions and the emissions of other gases believed to be contributing factors to climate change. These measures are varied and diverse across national, state or provincial and local jurisdictions, including targeted reductions in emissions, mandatory quotas, tax regimes based on emissions, bans or restrictions on the production of fossil fuels or on the construction of new infrastructure supporting the fossil fuel industry, and other measures. These measures could materially impact the performance of portfolio companies in many ways, including by increasing costs of doing business or compliance, through the imposition of fines or other penalties, or through reputational damage resulting from association (or perceived association) with industries viewed as contributing to climate change. Various governments have in the past and are expected to continue to provide subsidies for "green" energy technologies, such as solar, wind, bio-fuel, geothermal, hydrogen and other non-fossil fuel based energy sources, with the goal of reducing carbon emissions in an effort to mitigate the impacts of climate change. Even with potentially large public and private investment in these technologies, it is possible that "green" energy technologies will be unable to be deployed at a scale sufficient to meet growing global energy demand, or even existing energy demand. Moreover, these technologies require significant changes to existing infrastructure in order to provide for a level of energy security and reliability comparable to existing fossil fuel-based energy generation technologies. The cost of upgrading infrastructure for this purpose, or energy disruptions if such infrastructure upgrades are not successfully completed, could result in significant disruptions to local, regional or national economies. As a result of climate change, and given its unpredictable nature, investments could also be vulnerable, without limitation, to the following risks: increased insurance claims that lead to higher premiums and deductibles; decreases in the availability of insurance coverage for investments in areas subject to extreme conditions; increases in energy costs that affect returns; changes in the availability of natural resources, or the quality of those resources, on which an investment depends; inaccurate long-term valuations of an investment landscape not previously anticipated at the time of the investment; indirect financial and operational disruptions; and other economic disturbances arising from the foregoing.

Failure of Third-Party Financial Institutions

The Fund, the General Partner and the Management Company, as well as the Fund's portfolio companies, maintain, or will maintain, cash held in deposit at one or more third-party financial institutions. All such deposits at financial institutions in the United States are insured by the Federal Deposit Insurance Corporation (the "***FDIC***") in an amount up to $250,000 per depositor, and in the event of a failure of the applicable financial institution, deposits in excess of the insured amount could be lost. Each of the Fund, the General Partner, the Management Company and each of the Fund's portfolio companies may, from time to time, hold deposits in amounts that materially exceed the FDIC insurance limitation. In the event of a failure of any of the financial institutions where any of such entities maintain deposits, such depositors may incur losses to the extent that their respective deposits exceed the FDIC insurance limitation. If any such depositor is the Fund, such loss could adversely affect the Limited Partners' investment returns. If any such depositor is the General Partner or the Management Company, such loss could adversely impact such entities' ability to manage the Fund effectively. In addition, if any such depositor is a portfolio company of the Fund, such loss could have a material adverse effect upon the portfolio company's liquidity, operations and results of operations, negatively affecting the Fund's investment performance. In particular, to the extent that the Management Company or a portfolio company is subject to a financial institution failure and unable to obtain emergency financing, the Management Company or portfolio company's access to funds and its

ability to timely pay wages to employees and make payments to vendors will be impaired. This may result in the Management Company or the portfolio company furloughing or reducing its workforce, on either a temporary or permanent basis to avoid employment law violations, all of which would have a negative impact on the performance and operations of the Fund. Further, a failure to timely pay wages due may give rise to civil and/or criminal liability to the Management Company or the affected portfolio company.

Following a bank run in March 2023, Silicon Valley Bank and Signature Bank, each of which had previously served a significant portion of the private technology company sector targeted by the Fund, were placed into FDIC receivership. Similarly, First Republic Bank, another financial institution with a significant number of private technology company clients, was placed under FDIC receivership in late April 2023. If a financial institution failure were to affect one or more portfolio companies of the Fund or of other investment vehicles managed by the Management Company and its affiliates, the Fund, such other investment vehicles, the General Partner, the Management Company and/or such affiliates may make bridge loans to, or otherwise support, those companies, in each case with the expectation that such support would be temporary until the companies' banking situation stabilizes. In order to attempt to limit losses from any such financial institution failure, such transactions may be conducted on a faster timeline than, or otherwise in a manner not in keeping with, the Fund's ordinary course of operations, including in a manner that may give rise to one or more potential conflicts of interest. In March 2023, when Silicon Valley Bank and Signature Bank were placed into FDIC receivership, some venture capital funds and fund managers entered into, or considered entering into, such transactions in respect of their respective portfolio companies. Any such transactions in respect of the Fund and/or its portfolio companies could increase the amount of risk in the Fund's investment portfolio or otherwise negatively affect Fund performance. As of the date of this Statement, significant uncertainty remains as to the ultimate impact of the March and April 2023 bank failures on the venture capital ecosystem broadly and on the Fund, the General Partner and the Management Company specifically.

Portfolio Company Risks

Early Stage Investments

The Fund will invest primarily in privately-held, early stage frontier technology companies. These companies have no revenues and are not profitable. They require considerable additional capital to develop technologies and markets, acquire customers and achieve or maintain a competitive position. This capital may not be available at all, or on acceptable terms. Further, the technologies and markets of such companies may not develop as anticipated, even after substantial expenditures of capital. Such companies may face intense competition, including competition from established companies with much greater financial and technical resources, more extensive development, manufacturing, marketing and service capabilities, and a greater number of qualified managerial and technical personnel. Typically, although the Fund may be represented by a member of the General Partner or broader Fund investment team on a portfolio company's board of directors, each portfolio company will be managed by its own officers (who generally will not be affiliated with the Fund or the General Partner). Portfolio companies may have substantial variations in operating results from period to period and experience failures or substantial declines in value at any stage.

Reliance on Portfolio Company Management Team

Each portfolio company's day-to-day operations will be the responsibility of such company's management team. Although the General Partner and the Management Company will be responsible for monitoring the performance of each investment and the Fund seeks to invest in companies operated by strong management, there can be no assurance that the existing management team, or any successor, will be able to operate the portfolio company in accordance with the Fund's plans. The success of each portfolio company depends in substantial part upon the skill and expertise of each portfolio company's management team. Additionally, portfolio companies will need to attract, retain and develop executives and members of their management teams. The market for executive talent is, notwithstanding general unemployment levels or developments within a particular industry, extremely competitive. There can be no

assurance that portfolio companies will be able to attract, develop, integrate and retain suitable members of its management team and, as a result, the Fund may be adversely affected thereby.

Risks in Managing Portfolio Companies and Effecting Operating Improvements

In some cases, the success of the Fund's investment strategy will depend, in part, on the ability of the Fund to restructure and effect improvements in the operations of a portfolio company. The activity of identifying and implementing operating improvements at portfolio companies entails a high degree of uncertainty. There can be no assurance that the Fund will be able to successfully identify and implement such improvements. Additionally, to the extent the Fund acquires a control or control oriented interest in a portfolio company, the Fund may be exposed to risks inherent in owning or operating a business. The exercise of control over a portfolio company through a control position, or the service of an officer or employee of the General Partner and its affiliates as a director of a portfolio company, could (i) expose the assets of the Fund to claims by such portfolio company, its security holders and creditors or (ii) impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability in which the limited liability generally characteristic of business operations may be ignored. If these liabilities were to occur, the Fund, directly, and the Fund's investors indirectly, could suffer losses.

Lack of Diversification

The Fund's investments will not be broadly diversified and are not subject to any diversification requirements and the Fund may invest in a limited number of companies, sectors, countries, or regions. To the extent the Fund concentrates its investments in a particular company, sector, country, or region, its investments will become more susceptible to fluctuations in value resulting from adverse business or economic conditions affecting that particular company, sector, country, or region. As a consequence, the aggregate return of the Fund may be adversely affected by the unfavorable performance of one or a small number of companies, sectors, countries or regions in which the Fund has invested.

Availability of Investment Capital

Portfolio company investments may require several rounds of capital infusions before the portfolio company reaches maturity. If a venture capital investor does not have funds available to participate in subsequent rounds of financing, that shortfall may have a significant negative impact on both the portfolio company and the face value of the venture investor's original investment. Although the Fund will endeavor to maintain sufficient liquidity to allow it to participate in follow-on rounds of financings, the Fund does not intend to provide all necessary follow-on capital required by a portfolio company. Accordingly, third-party sources of financing will likely be required. There is no assurance that such additional sources of financing will be available, or, if available, will be on terms beneficial to the Fund. Furthermore, the Fund's capital is limited and may not be adequate to protect the Fund from dilution in multiple rounds of portfolio company financing.

Reserves

The General Partner expects to establish reasonable reserves for follow-on investments by the Fund in portfolio companies, operating expenses, Fund liabilities and other matters. Estimating the appropriate amount of such reserves is difficult, especially for follow-on investment opportunities, which directly tie to the success and capital needs of portfolio companies. Inadequate or excessive reserves could impair the investment returns to the Limited Partners. If reserves are inadequate, the Fund may be unable to take advantage of attractive follow-on or other investment opportunities or to protect its existing investments from dilutive or similar terms. If reserves are excessive, the Fund may decline attractive investment opportunities.

Lack of Liquidity within Investment Portfolio

The Fund's investment portfolio will, to a significant extent, consist of investments in early stage private companies. The marketability and value of each such investment will depend upon many factors beyond the General Partner's control. Generally, the investments made by the Fund will be illiquid and difficult to value, and there may be little or no collateral to protect an investment once made. At the time of the Fund's investment, a portfolio company may lack one or more key attributes *(e.g.,* proven technology, operational stability, consistent profitability, marketable product, complete management team, or strategic alliances) necessary for success. There may be no readily available market for the Fund's investments, many of which will be difficult to value, and the disposal of a portfolio investment by the Fund may be prohibited or delayed many years from the date of initial investment for legal, contractual and/or regulatory reasons. Disposition of such investments may result in distributions in kind to investors. The public market for high technology and other emerging growth companies is extremely volatile. Such volatility may adversely affect the development of portfolio companies, the ability of the Fund to dispose of investments, and the value of investment securities on the date of sale or distribution by the Fund.

Legal and Regulatory Risks in Portfolio Companies

Legal and regulatory changes could occur during the term of the Fund. The products and services of portfolio companies and some Fund assets may be subject to extensive and rigorous regulation by United States local, state and federal regulatory authorities and by foreign regulatory bodies. There can be no assurance that products and services developed by the Fund's portfolio companies will ever be approved by such governmental authorities, if such approval is required. There may be instances when the discovery of previously unknown problems with a product, service, manufacturer or facility could result in restrictions on the use or the manufacture of such product or delivery of such service, including costly recalls or even withdrawal of the product or service from the market. Such events, whether voluntarily or mandated by a regulatory authority, typically result in an immediate reduction or discontinuation of revenues from the product or service worldwide. If such an event were to occur, it would likely have a significant and adverse effect on the performance of a particular portfolio company and could have a material adverse effect on the aggregate performance of the Fund.

Leverage

The Fund's investments may include portfolio companies with capital structures that include significant leverage. These companies may be subject to restrictive financial and operating covenants. The leverage may impair these companies' ability to finance their future operations and capital needs. The leveraged capital structure of such investments will increase the exposure of the portfolio companies to adverse economic factors such as rising interest rates, downturns in the economy, or deteriorations in the condition of the portfolio companies or their industries. While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a higher degree of risk. If a portfolio company cannot generate adequate cash flow to meet debt obligations, the Fund may suffer a partial or total loss of capital invested in the portfolio company.

Bridge Financings

From time to time, the Fund may lend to portfolio companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term debt securities. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always in the Fund's control, such long-term securities may not be issued and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by the Fund.

Risks of Certain Dispositions

In connection with the disposition of an investment in a portfolio company or otherwise, the Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in

connection with the sale of any business. It may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the General Partner may establish reserves or escrow accounts. In that regard, under certain circumstances described in the Partnership Agreement, the General Partner may make distributions of cash or securities to the Partners that remain subject to recall for the payment (in whole or in part) of such contingent liabilities. Furthermore, under the Delaware Revised Uniform Limited Partnership Act, each Limited Partner that receives a distribution in violation of such Act will, under certain circumstances, be obligated to recontribute such distribution to the Fund. These arrangements may result in contingent liabilities, which might ultimately need to be funded by the Fund.

Non-controlling Investments

The Fund may hold a non-controlling interest in certain portfolio companies and, therefore, may have a limited ability to protect its position in such portfolio companies. However, as a condition to an investment in a portfolio company, it is expected that appropriate rights generally will be sought to protect the Fund's interests to the extent possible. There can be no assurance that such minority shareholder rights will be available. Furthermore, the Fund will be significantly reliant on the existing management and board of directors of such companies, which may include representation of other financial investors with whom the Fund is not affiliated and whose interests may conflict with the interests of the Fund.

Controlling Investments

The Fund may own a majority of a portfolio company and be able to elect one or more of its directors. With respect to an investment in a distressed company, Hyperion may elect to insert certain of its employees or affiliates into key management positions within such company to assist in the entity's turnaround. As a result, the Fund may be viewed as controlling such a portfolio company, or being a controlling shareholder. To the extent the valuation of such a portfolio company decreases, the Fund may be exposed to lawsuits by discontented minority shareholders. Even if such lawsuits prove to be without merit, the Fund may be required to expend significant resources defending itself and its affiliates.

Investments with Third Parties

The Fund may co-invest with third parties through joint ventures or other entities. Such investments may involve risks in connection with such third-party involvement, including the possibility that a third party co-venturer may have financial difficulties, resulting in a negative impact on such investment, may have economic or business interests or goals which are inconsistent with those of the Fund, or may be in a position to take (or block) action in a manner contrary to the Fund's investment objectives. In addition, the Fund may in certain circumstances be liable for the actions of its third-party co-venturers. In those circumstances where such third parties involve a management group, such third parties may receive compensation arrangements relating to such investments, including incentive compensation arrangements.

Investments in Public Companies

The Fund's investment portfolio may ultimately contain securities or instruments issued by publicly held companies. Such portfolio investments may subject the Fund to risks that differ in type or degree from those involved with portfolio investments in privately held companies. Such risks include, without limitation, greater volatility in the valuation of such companies, increased obligations to disclose information regarding such companies, limitations on the ability of the Fund to dispose of such securities or instruments at certain times, increased likelihood of shareholder litigation against such companies' board members and increased costs associated with each of the aforementioned risks.

Dilution from Subsequent Closings

Limited Partners subscribing for Interests at subsequent closings of the Fund (or increasing their existing capital commitments) up to and including the Fund's final closing will participate in existing investments of the Fund, diluting the Interests of existing Limited Partners therein. Although such Limited Partners subscribing for such Interests or increasing their existing capital commitments at such subsequent closings will contribute their pro rata share of previously made Fund draws (and may also have to pay an additional interest amount thereon), there can be no assurance that this payment will reflect the fair market value of the Fund's existing investments at the time such additional Limited Partners subscribe for such Interests (or increase their existing capital commitments).

Due Diligence Risks

Before making investments, the General Partner intends to conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. When conducting due diligence and making an assessment regarding an investment, the General Partner will rely on resources available to it, including information provided by the target of the investment and, in some circumstances, third party investigations. Outside consultants, legal advisors, accountants, investment banks and other third parties may be involved in the due diligence process to varying degrees depending on the type of investment. Such involvement of third party advisers or consultants may present a number of risks primarily relating to the General Partner's reduced control of the functions that are outsourced. In addition, if the General Partner and/or the Management Company are unable to timely engage third-party providers, their ability to evaluate and acquire more complex targets could be adversely affected. Furthermore, the due diligence process may at times be subjective. Accordingly, there can be no assurance that the due diligence investigation that the General Partner will carry out with respect to any investment opportunity will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Further, there can be no assurance that such an investigation will result in an investment being successful.

Expedited Transactions

Investment analyses and decisions by the General Partner may be undertaken on an expedited basis in order for the Fund to take advantage of available investment opportunities. In such cases, the information available to the General Partner at the time of an investment decision may be limited, and the General Partner may not have access to the detailed information necessary for a full evaluation of the investment opportunity. The General Partner may conduct its due diligence activities over a very brief period of time and may assume the risks of obtaining certain consents or waivers under contractual obligations. In addition, the General Partner may rely upon independent consultants or advisors in connection with the evaluation of proposed investments. There can be no assurance that these consultants or advisors will accurately evaluate such investments. While the General Partner expects to negotiate purchase price adjustments, termination rights and other protections, such rights may not be available or, if available, the General Partner may elect not to exercise them.

Projections

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

Securities Laws Restrictions on Trading

A member, officer, employee or other representative of the General Partner or the Management Company or other affiliate of the Fund may serve as a director of a portfolio company. As a result, the Fund (through its representatives

or otherwise) may receive or be deemed to receive information that would restrict its ability to cause the Fund to buy or sell securities of a company for substantial periods of time when profit could otherwise be realized or loss avoided, which may adversely affect the Fund's ability to buy, sell or distribute securities. In addition, the ability of the Fund to execute trades in securities of these companies may also be restricted by securities laws, including but not limited to Section 16 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and Rule 144 promulgated under the Securities Act, as a result of the board participation or extent of ownership of the Fund and affiliated persons.

Hedging Strategies

The General Partner is not required to attempt to hedge portfolio positions in the Fund and, for various reasons, may determine not to do so. Furthermore, the General Partner may not anticipate a particular risk so as to hedge against it. While the Fund may enter into hedging transactions in seeking to reduce risk, such transactions may reduce the overall performance for the Fund than if it had not engaged in any such hedging transaction. For a variety of reasons, the General Partner may not seek to establish a perfect correlation between such hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may prevent the Fund from achieving the intended hedge or expose the Fund to risk of loss. The success of the hedging strategy of the Fund is subject to the General Partner's ability to assess correctly the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments in the portfolios being hedged. Since the characteristics of many securities change as markets change or time passes, the success of the Fund's hedging strategy is also subject to the General Partner's ability to recalculate continually, readjust and execute hedges in an efficient and timely manner. Moreover, it should be noted that the portfolio always will be exposed to certain risks that cannot be hedged, such as certain credit risk, "liquidity" risk and "widening" risk.

Certain hedging arrangements may create for the General Partner, the Management Company and/or one of their respective affiliates a registration or exemption obligation with the CFTC or other regulator.

Public Disclosure

Some of the Interests could be held by institutional investors, such as public pension plans and listed investment vehicles, which are subject to public disclosure requirements. The amount of information about their investments that is required to be disclosed has increased in recent years, and that trend may continue. To the extent that disclosure of confidential information relating to the Fund or its portfolio companies results from Interests being held by public investors, the Fund may be adversely affected. The General Partner may, in order to prevent any such potential disclosure, withhold information otherwise to be provided to such public investors. Conversely, potential future regulatory changes applicable to investment advisers and/or the accounts they advise could result in the Fund and its affiliates becoming subject to additional disclosure requirements the specific nature of which is as yet uncertain.

Limited Access to Information

Limited Partners' rights to information regarding the Fund will be specified, and strictly limited, in the Partnership Agreement. In particular, it is anticipated that the General Partner will obtain certain types of material information from portfolio investments that will not be disclosed to Limited Partners because such disclosure is prohibited for contractual, legal or similar obligations outside of the General Partner's control. Decisions by the General Partner to withhold information may have adverse consequences for Limited Partners in a variety of circumstances. For example, a Limited Partner that seeks to transfer its Interest may have difficulty in determining an appropriate price for such Interest. Decisions to withhold information also may make it difficult for Limited Partners to monitor the General Partner and its performance. Additionally, it is expected that Limited Partners who designate representatives to participate on the LP Advisory Committee may, by virtue of such participation, have more information about the Fund and portfolio investments in certain circumstances than other Limited Partners generally and may be disseminated information in advance of communication to other Limited Partners generally.

Impact of Economic Conditions

Companies in which the Fund invests may be sensitive to general downward swings in the overall economy or in the frontier technology industries. Changes in economic conditions, including, for example, inflation rates, industry conditions, competition, technological developments, domestic and global political and diplomatic events and trends, tax laws, credit market conditions and innumerable other factors, none of which will be within the control of the General Partner, can affect substantially and adversely the business and prospects of the Fund. A recession or adverse developments in the securities or credit markets might have an impact on some or all of the Fund's investments. A sustained period of low valuations in the public equity markets could result in substantially lower liquidation values and substantially longer periods before liquidity is achieved in comparison with historical values, which would reduce returns that could be achieved by the Fund. In addition, factors specific to a portfolio company may have an adverse effect on the Fund's investment in such company. The General Partner may rely upon its own or a portfolio company's projections concerning the portfolio company's future performance in making investment decisions. Such projections are inherently subject to uncertainty and to certain factors beyond the control of the portfolio company and the General Partner. All portfolio companies may face intense competition, changing business and economic conditions, risks of technological acceptance and obsolescence or other developments that may adversely affect their performance.

Management Risks

Dependence on the Management Team

The Fund will be dependent on the activities of the management team and will be particularly dependent upon the principal members of the General Partner (the "***Principals***"). The General Partner and the Principals will have sole discretion over the investment of the capital committed to the Fund, as well as the ultimate realization of any profits. As such, the pool of funds in the Fund represents a blind pool of funds. Therefore, the Fund and the Limited Partners will be relying on the management expertise of the Principals and other members of the Hyperion investment team in identifying, acquiring, administering and disposing of the Fund's investments. Past investment performance by the Principals (individually or collectively) provides no assurance of future results. The loss of any individual Principal or any other member of the Hyperion investment team could have a material, adverse effect on the Fund. Additional members may be admitted to the General Partner following the Fund's initial closing, and the Limited Partners will have no power to prevent any specific person from being admitted to the General Partner as a member thereof. If for any reason one or more of the Principals or any other member of the Hyperion investment team should cease to be involved in the investment management of the Fund, suitable replacements may be difficult to obtain, with the result that the performance of the Fund may be adversely affected.

Limited Operating History

The Fund and the General Partner are newly-created entities with no prior operating history. It is possible that additional management resources, in the form of additional analysts or other investment professionals, will be required in order for the Fund to fully implement its investment and exit strategies.

Other Activities

The members of the management team and their affiliates will be required to devote only such portion of their time to the affairs of the Fund as they consider appropriate in their respective judgment to manage effectively the affairs of the Fund. Other activities of affiliates of the General Partner with which such personnel are associated, or with which they may become associated in the future, and certain outside activities or services that such personnel are permitted to engage in pursuant to the Partnership Agreement (including serving as a consultant, director or advisor or engaging in certain investment activities unrelated to the Fund) may require them to devote substantial amounts of their time to matters unrelated to the business of the Fund, including, but not limited to, involvement with one or more Other Hyperion Funds.

Indemnification

To the extent permitted by law, the Fund will be required to indemnify the General Partner, its partners, members, employees and agents, affiliates of the foregoing and the members of the LP Advisory Committee for liabilities incurred in connection with the affairs of the Fund. Such liabilities may be material and have an adverse effect on the returns to the Limited Partners. For example, in their capacity as directors of portfolio companies of the Fund, a person may be subject to derivative or other similar claims brought by shareholders of such companies. The indemnification obligation of the Fund would be payable from the assets of the Fund, including the unpaid capital commitments of the Limited Partners. If the assets of the Fund are insufficient, the General Partner may recall distributions made to the Limited Partners.

Legal, Tax and Regulatory Risks

General Legal, Tax and Regulatory Risks

Legal, tax, and regulatory changes could occur during the term of the Fund that may adversely affect the Fund, its portfolio investments, or the investors. For example, changes in laws and regulations applicable to taxation of carried interest may result in certain types of investments and/or investment returns being treated differently and accordingly may influence the General Partner's decisions as to how to best structure the investment profiles of the Fund. The Fund may have limited legal recourse in the event of a dispute, and remedies might have to be pursued in the courts of a variety of countries. There can be no assurance that regulations promulgated in countries where the Fund invests will not adversely affect the Fund or its portfolio investments.

Taxes in Other Jurisdictions

Prospective Limited Partners should also consider the potential state and local tax consequences of an investment in the Fund. In addition to being taxed in its own state or locality of residence, a Limited Partner may be subject to tax return filing obligations and income, franchise and other taxes in jurisdictions in which the Fund invests and/or in which the Fund and its portfolio companies operate. Potential Limited Partners should consult their own tax advisors regarding the tax consequences of an investment in the Fund.

Income or gains from investments held by the Fund may be subject to withholding or other taxes in other jurisdictions, subject to the possibility of reduction under applicable tax treaties.

Tax Reform Risks and Uncertainties

The United States recently enacted broad-based tax reform legislation which included changes relevant to individuals, businesses, and investment funds. U.S. tax law is complex and ambiguities in statutory language, evolving IRS guidance, and developments in judicial interpretations can create uncertainty regarding the application of new and existing rules to specific transactions or fund structures. Investors should be aware of the potential for interpretive uncertainty and are encouraged to consult their own tax advisors for guidance tailored to their particular circumstances.

Differing Tax Positions and the Taxation of Carried Interest

The tax position of the General Partner may differ from the tax positions of the Fund and/or the investors, which may create conflicts of interests among such parties. For example, the rules regarding the taxation of carried interest may give the General Partner an incentive not shared by the Limited Partners to cause the Fund to hold an investment for longer than three years in order to obtain lower tax rates on carried interest gains even if there are attractive realization opportunities earlier than three years. Further, under the Partnership Agreement, the General Partner may elect to waive allocations of certain gains with respect to carried interest and to receive a disproportionate share of subsequent

gains to true up the overall economic deal. Such waivers may result in Limited Partners receiving a potentially less favorable mix of short-term and long-term capital gains than if no such waiver had been applied.

Carried interest and gains from other profits interests may be subject to tax at higher rates than previously applied to such gains. Such potentially higher tax rates on carried interest could make it more difficult for the General Partner to incentivize, attract and retain investment professionals, which could have an adverse effect on the General Partner's ability to achieve the investment objectives of the Fund.

Risks Arising from Provision of Managerial Assistance

The Fund may seek to structure its investments so that it will be a "venture capital operating company" within the meaning of regulations promulgated under ERISA, although there is no guarantee the Fund will be able to do so or maintain such status. This would require that the Fund obtain rights to participate substantially in and to influence the conduct of the management of a majority of the Fund's portfolio companies. The Fund intends to seek the right to designate directors to serve on the boards of directors of portfolio companies. Such designation of directors and other measures contemplated could expose the assets of the Fund to claims by a portfolio company, its security-holders, and its creditors, as described above. While the General Partner intends to manage the Fund in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

In their capacities as directors of portfolio companies, such persons will be subject to fiduciary and other duties to the portfolio company on whose board they serve, which duties may on occasion conflict with the best interests of the Fund. For example, the Fund's ability to sell the publicly traded securities of a portfolio company may be limited if any of them are in possession of material nonpublic information relating to such portfolio company.

Regulatory Concerns

The General Partner believes the nature of the Fund will not subject it to the registration requirements of the U.S. Investment Company Act of 1940, as amended (the "***Company Act***"). However, there is no assurance that the General Partner's belief in this regard will continue to be correct. In order to ensure that the Fund may continue to rely upon an exemption from registration under the Company Act, appropriate representations and undertakings will be obtained from the Limited Partners. Due to the various burdens of compliance with the Company Act, the performance of the Fund's investment portfolio could be materially adversely affected, and risks involved in financing developing companies could substantially increase, if the Fund becomes subject to the Company Act. Neither the Fund nor its counsel can assure investors that, under certain conditions, changing circumstances, or changes in the law, the Fund may not become subject to the Company Act or other burdensome regulation.

To the maximum extent permitted by applicable law, the General Partner and the Fund (together with their respective related persons) hereby disclaim any duties, obligations or status as an advisor, finder, agent, broker or dealer on behalf of or in respect of any person in connection with such person's actual or proposed investment in the Fund.

Foreign Investment Review

Pursuant to the Defense Production Act of 1950, as amended, the U.S. Government has the authority to restrict and prevent foreign acquisitions of, and investments in, U.S. companies (collectively, "***Foreign Investments***") on national security grounds, actions that could adversely affect the Fund's investments. The Committee on Foreign Investment in the United States ("***CFIUS***"), a U.S. Government interagency committee, conducts national security reviews of Foreign Investments and, in the interest of national security, may impose mitigation (i.e., restrictions) on such investments. CFIUS-imposed mitigation can take a variety of forms, including (i) restrictions on the foreign investor's access to the U.S. company's technology or facilities, (ii) restrictions on the foreign investor's role in the governance or decision making of the U.S. company, (iii) mandatory divestiture of a foreign limited partner's capital contribution and termination of its participation in the Fund, (iv) mandatory U.S. Government approvals of changes to the U.S. company's suppliers or the locations of its source code repositories, and (v) the appointment of a U.S.

Government-approved monitor to verify the transaction parties' compliance with the mitigation. The President of the United States may block a Foreign Investment that threatens to impair U.S. national security or order a foreign investor to divest of its Foreign Investment.

If the Fund is controlled by foreign persons or has foreign limited partners, its investments are potentially subject to CFIUS review. Foreign limited partners' indirect investments in U.S. companies through the Fund also could be subject to CFIUS review. Finally, subsequent proposed investments, acquisitions, or mergers or other transactions related to Fund portfolio companies involving foreign persons also could be subject to CFIUS review.

Parties to transactions within CFIUS's jurisdiction, potentially including the Fund, may choose to submit a joint voluntary notice to CFIUS for its review. In addition, CFIUS may unilaterally initiate a review of a transaction or may request that the parties file a notice. In 2018, the Foreign Investment Risk Review Modernization Act ("***FIRRMA***") revised the CFIUS process to (i) expand CFIUS's jurisdiction—notably to certain non-controlling investments in U.S. companies that are involved in critical technologies or critical infrastructure or that hold sensitive personal data of U.S. citizens—and (ii) mandate filings in certain instances. Effective February 13, 2020, final rules implementing FIRRMA (and broadly reflecting the CFIUS "pilot program" in place since 2018) mandate filings for certain Foreign Investments in U.S. critical technology companies. Some of the Fund's investments could fall within this expanded jurisdiction.

Due to these CFIUS considerations, the Fund could incur increased costs, including legal fees, related to (i) evaluating whether a particular portfolio investment or other transaction related to a Fund portfolio company requires the submission of a filing to CFIUS, (ii) evaluating whether the submission of a joint voluntary notice to CFIUS is warranted, (iii) drafting a filing and submitting it to CFIUS, (iv) undergoing a CFIUS review or investigation, (v) negotiating and implementing CFIUS-imposed mitigation, and (vi) complying with any Presidential order. Submission of a filing to CFIUS in connection with an investment or other transaction related to a Fund portfolio company also could result in significant delays, as the CFIUS review and investigation process can last months (with the possibility of a shorter timeframe for mandatory filings under the CFIUS pilot program). CFIUS could condition its clearance of a Foreign Investment on adjustments to the terms of such Foreign Investment or other mitigation (including, if applicable, exclusion of a foreign limited partner of the Fund from a Foreign Investment), and these conditions could adversely affect one or more of the Fund's portfolio companies and decrease the Fund's return on its investment in any such portfolio company. In rare cases, the President could block a Foreign Investment or order the Fund to divest of a Foreign Investment. Finally, the Fund may choose not to make certain investments, or a portfolio company may choose not to solicit or pursue certain subsequent investments or other transactions, that are otherwise attractive based on an evaluation of the associated CFIUS risks.

Lack of Separate Counsel

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP ("***Gunderson Dettmer***") serves as legal counsel to the General Partner, the Fund and certain of their affiliates and not to any Limited Partner that becomes a limited partner of the Fund by virtue of its investment in the Fund. Although Gunderson Dettmer assisted in the preparation of this Statement and Gunderson Dettmer may from time to time advise the General Partner, the Fund and certain of their affiliates with respect to their respective obligations to the Fund, Gunderson Dettmer has not independently verified any factual assertions made in this Statement and is not responsible for the General Partner's, the Fund's or the Management Company's compliance with its investment program or applicable law. No person should invest in the Fund as a result of participation in the preparation of this Statement by Gunderson Dettmer or the representation of the General Partner, the Fund and certain of their affiliates by Gunderson Dettmer. The Principals, the General Partner, the Fund and Gunderson Dettmer urge each prospective investor to consult with their own legal, accounting, business, investment, pension and tax advisors to determine the appropriateness and consequences of an investment in the Fund and arrive at an independent evaluation of the merits of such investment. Prospective limited partners are not to construe the contents of this Statement as legal, accounting, business, investment, pension or tax advice.

Absence of Recourse

The governing documents of the Fund limit the circumstances under which the General Partner, the Principals, and their affiliates, including their officers, directors, partners, employees, shareholders, members, and other agents, can be held liable to the Fund. As a result, investors may have a more limited right of action in certain cases than they would have in the absence of such a limitation.

Audit Risks

It is possible that an audit of the Fund's tax return by the IRS, if conducted, may result in an audit of a Limited Partner's U.S. tax return, if any. A Limited Partner that files a U.S. tax return must report each Fund item for U.S. federal income tax purposes consistent with its treatments on the Fund's return, unless such Limited Partner files a statement with his return which identifies the inconsistency. In the event of an audit, the tax treatment of all Fund items may be determined at the Fund level in a single proceeding rather than in separate proceedings with each Limited Partner. The General Partner may take primary responsibility for contesting federal income tax adjustments proposed by the IRS, to extend the statute of limitations as to all Limited Partners and, in certain circumstances, the General Partner may be able to bind the Limited Partners to a settlement with the IRS. As a result, a Limited Partner's participation in administrative or judicial proceedings relating to Fund items would be restricted.

Special Risks

Economic & Political Risks

To the extent the Fund makes investments in companies with headquarters, or substantial assets, outside of the United States, such investments may be subject to additional economic and political risks. Governments of many foreign countries have exercised and continue to exercise substantial influence over many aspects of the private sector. The availability of investment opportunities for the Fund may depend in part on governments outside the United States continuing to liberalize their policies regarding foreign investment and to further encourage private sector initiatives. Accordingly, future government actions could have a significant effect on the economic environment in such countries, which could affect the availability, purchase price, and returns of portfolio investments of companies affected by such governments.

Foreign Currency & Exchange Rate Risks

Fund assets and income of investments made outside of the United States may be denominated in various currencies. Contributions and distributions, however, will be denominated in U.S. dollars. As a result, the return of the Fund on any investment may be adversely affected by fluctuations in currency exchange rates, any future imposed devaluations of local currencies, inflationary pressures, and the success of the investment itself. As a general policy, the Fund does not intend to engage in hedging against currency risk. In addition, the Fund may incur costs in connection with conversions between various currencies.

Accounting & Disclosure Standards

Accounting, auditing, financial, and other reporting standards, practices, and disclosure requirements in countries in which the Fund may invest are not necessarily equivalent to those required under U.S. Generally Accepted Accounting Principles (USGAAP) or International Accounting Standards (IAS). Accordingly, less information may be available to investors.

European Union Directive on Alternative Investment Fund Managers (AIFMD) and United Kingdom Alternative Investment Fund Managers Regulation (AIFMR)

The EU Alternative Investment Fund Managers Directive (the "***AIFMD***") and the United Kingdom Alternative Investment Fund Managers Regulations ("***AIFMR***") regulate the activities of certain private fund managers undertaking fund management activities or marketing fund interests to investors within the European Economic Area ("***EEA***") and the United Kingdom (respectively). If the Fund is actively marketed to investors domiciled or having their registered office in the EEA or the United Kingdom: (i) the Fund may be subject to certain reporting, disclosure and other compliance obligations under the AIFMD and AIFMR, which may result in the Fund incurring additional costs and expenses; (ii) the Fund, its General Partner and/or manager may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions or the United Kingdom, which may result in the Fund incurring additional costs and expenses or otherwise affect the management and operation of the Fund; (iii) the General Partner or manager may be required to make detailed information relating to the Fund and its investments available to one or more regulators and/or third parties; and (iv) the AIFMD and AIFMR may also restrict certain activities of the Fund in relation to EEA or United Kingdom portfolio companies including, in some circumstances, the Fund's ability to recapitalize, refinance or potentially restructure such portfolio company within the first two years of ownership. In addition, it is possible that some EEA jurisdictions and/or the United Kingdom will elect to restrict or prohibit the marketing of non-EEA/United Kingdom funds to investors based in those jurisdictions, which may make it more difficult for the Fund to raise its targeted amount of capital commitments. The General Partner and the manager reserve the right to restructure the Fund and the arrangements associated with the operation and management and investment into the Fund to take account of the requirements or impact of AIFMD and/or the AIFMR on the subject matter of this Statement.

Cybersecurity Risk

The Management Company, the General Partner, the Fund's service providers, certain of the Fund's portfolio companies and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Fund and its investors, despite the efforts of the Management Company, the General Partner, the Fund's service providers and the Fund's portfolio companies to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the Fund, its portfolio companies and its investors. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of the Management Company, the General Partner, the Fund's service providers, the Fund's portfolio companies, counterparties or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of the Management Company's, the General Partner's or portfolio companies' systems to disclose sensitive information in order to gain access to the Management Company's or the General Partner's data or that of the Fund's investors. A successful penetration or circumvention of the security of the Management Company's or the General Partner's systems could result in the loss or theft of an investor's data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Fund, the General Partner, the Management Company, the portfolio companies or their service providers to incur regulatory penalties, legal liability, reputational damage, additional compliance costs or financial loss. In addition, the Management Company or the General Partner may incur substantial costs related to forensic analysis of the origin and scope of a cybersecurity breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, adverse investor reaction or litigation. Similar types of operational and technology risks are also present for the companies in which the Fund invest, which could have material adverse consequences for such companies, and may cause the Fund's investments to lose value.

Regulation of Artificial Intelligence

The Fund's investments may include portfolio companies which are engaged in artificial intelligence, machine learning, neural networks, natural language processing or similar enterprises (collectively, "***AI***") or which are dependent on AI as a component of their operations. The Fund, the General Partner and the Management Company also may depend on AI as a component of their operations. The dynamic and evolving nature of AI technologies may subject the Fund's portfolio companies, the Fund, the General Partner and the Management Company to unforeseen regulatory challenges, potentially affecting their operations and financial performance. A number of regulatory bodies worldwide are actively discussing policies related to data privacy, algorithmic accountability, and ethical AI practices. Changes in legislation or the introduction of new regulatory frameworks could lead to increased compliance costs, delays in product development, restrictions on certain AI applications or other material negative consequences for businesses or persons that are engaged with AI. Additionally, the uncertainty surrounding AI regulation may impact the market perception of the Fund's investments, potentially leading to fluctuations in valuations and liquidity. The regulatory environment for AI is subject to rapid changes, and any adverse developments in this area could pose a material risk to the overall performance of the Fund.

THE FOREGOING RISK FACTORS DO NOT COMPLETELY EXPLAIN THE RISKS INVOLVED IN THIS OFFERING. POTENTIAL INVESTORS MUST READ THIS STATEMENT, AS WELL AS THE PARTNERSHIP AGREEMENT AND ALL DOCUMENTS MADE AVAILABLE IN THE DATA ROOM OR OTHERWISE PROVIDED BY THE PRINCIPALS AND/OR THE GENERAL PARTNER, AND CONSULT THEIR OWN ADVISORS BEFORE INVESTING IN THE FUND.

TAX, ERISA AND OTHER REGULATORY MATTERS

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a brief summary of certain U.S. federal income tax considerations that may be applicable to an investment in the Fund. For purposes of this summary, a "U.S. Person" generally is any U.S. citizen or resident individual, any corporation, limited liability company or partnership organized under U.S. law, any estate (other than an estate the income of which, from sources outside the U.S. that is not effectively connected with a trade or business within the U.S., is not includible in its gross income for U.S. federal income tax purposes), and any trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust. The term "U.S. Partner" means any Investor that is a U.S. Person (and, unless the context otherwise requires, includes any U.S. Person that holds an equity interest in the Fund through one or more partnerships or other entities treated as transparent for U.S. federal income tax purposes), the term "Non-U.S. Partner" means an Investor that is not a U.S. Person, and the term "Partner" applies to both a U.S. Partner and a Non-U.S. Partner. This summary does not contain a comprehensive discussion of all U.S. federal income tax consequences that may be relevant to an Investor in view of that Investor's particular circumstances or (unless otherwise indicated) to certain U.S. Partners subject to special treatment under U.S. federal income tax laws, such as regulated investment companies, personal holding companies, brokers or dealers in securities, banks and certain other financial institutions, tax-exempt organizations, trusts and insurance companies, nor does it address any state, local, estate, foreign or other tax consequences of an investment in the Fund, except as otherwise provided herein.

This summary is based on the assumptions that (i) each Investor (and each of its beneficial owners, as necessary under U.S. federal income tax withholding and backup withholding rules) will provide all appropriate certifications to the Fund in a timely fashion to minimize withholding (or backup withholding) on each Investor's distributive share of the Fund's gross income and (ii) the Investors will hold their Interests as capital assets for U.S. federal income tax purposes. Each prospective Investor should also note that this summary does not address the interaction of U.S. federal tax laws and any income or estate tax treaties between the U.S. and any other jurisdiction.

No assurance can be given that the IRS will concur with the tax consequences set forth below. Each Investor is advised to consult its own tax counsel as to the U.S. federal income tax consequences of an investment in the Fund and as to applicable state, local, estate, foreign or other tax laws.

General Matters

Classification of the Fund

The Fund expects that, under applicable U.S. Treasury Regulations, the Fund will be treated as a partnership, rather than a corporation, for U.S. federal income tax purposes unless the Fund affirmatively elects to be treated as a corporation for such purposes. The Fund has no intention of making such an election and does not anticipate any circumstances under which such an election would be made. In certain cases under Section 7704 of the United States Internal Revenue Code of 1986 (the "***Code***"), a partnership that is classified as a "publicly traded partnership" may be taxed as a corporation for U.S. federal income tax purposes. The following discussion assumes that the Fund will not be treated as a publicly traded partnership.

Taxation of Fund Operations Generally

As a partnership, the Fund generally will not pay U.S. federal income taxes, but each U.S. Partner will be required to report that Partner's distributive share (whether or not distributed) of the Fund's income, gains, losses, deductions and credits of the character specified in Section 702 of the Code. It is possible that U.S. Partners could incur U.S. federal income tax liabilities without receiving from the Fund sufficient distributions to defray such tax liabilities. The Fund's taxable year will be the calendar year, or such other period as required by the Code. The Fund will

endeavor to deliver tax information to the Partners on an annual basis necessary for each Partner's tax returns. There can be no assurance, however, that the Fund will deliver such information on a timely basis. Therefore, Partners should be prepared to obtain extensions of filing dates for their tax returns.

Election to Adjust Basis of Fund Assets

The General Partner will have the authority to elect under Section 754 of the Code to adjust the basis of the Fund's assets (commonly referred to as "***Section 754 adjustments***") in connection with certain distributions to Partners or certain transfers of Interests. Although the General Partner has no present intention of making this election under Section 754, Section 754 adjustments may nevertheless be mandatory under certain circumstances and could affect the amount of a Partner's allocations (for U.S. federal income tax purposes) of gain or loss recognized by the Fund on a disposition of assets.

The General Partner also will have the authority to elect to treat the Fund as an "electing investment partnership" within the meaning of Section 743 of the Code. If such election is made, the Section 754 adjustments that otherwise would be mandatory with respect to certain transfers of Interests will not be required. Such election may, however, result in the disallowance (for U.S. federal income tax purposes) of certain losses allocated by the Fund to transferees of Interests. It is possible that the Fund will not be able to qualify as an electing investment partnership.

The General Partner will have the authority to require any Partner engaging in a transaction that requires a Section 754 adjustment (for example, a transfer of the Partner's Interest) to bear the ongoing administrative and other costs incurred by the Fund or its Partners in connection with these basis adjustment rules. These costs, which could be significant, may be charged to a Partner without regard to whether the General Partner made either of the elections described above on behalf of the Fund. Furthermore, each Partner will be required to provide the Fund with any information necessary to allow the Fund to comply with its obligations to make Section 754 adjustments and/or its obligations as an electing investment partnership.

Taxable U.S. Partners

Variable and Fact Dependent Tax Rates

A Limited Partner's share of Fund income and gain may be subject to U.S. federal income taxation at rates that vary based on several factors, including the Limited Partner's tax status, the holding period for each investment, and the nature and classification of the income or gains. While the Fund anticipates that gains and losses from its securities transactions will be treated primarily as capital gains and losses, the Fund may also recognize ordinary income (such as interest and dividends) or ordinary losses in the course of its investment activities and certain capital gains and losses may be subject to tax at ordinary income rates. There can be no assurance that any specific tax rate will apply to a Limited Partner's income and gains from the Fund, nor that any statutory exclusions, preferential rates, or other favorable tax treatments (such as the qualified small business stock exclusion) will be available to any Limited Partner.

Limitations on Allowable Deductions

Certain expenses incurred in connection with the offer and sale of Interests are not deductible by any U.S. Partner and non-corporate U.S. Partners generally will not be allowed to deduct their share of certain ongoing Fund expenses (including expenses attributable to the management fee).

Certain Limited Partners could be subject to additional limitations on their ability to deduct their allocable share of deductions and losses of the Fund against other income or, in some cases, Fund income. Such limitations include, without limitation, those relating to "passive losses" (as defined under Section 469 of the Code); amounts "at risk" (as defined under Section 465 of the Code); "investment interest" (as defined under Section 163 of the Code); "net

operating losses" (as defined under Section 172 of the Code); and, for a non-corporate U.S. Partner, "excess business losses" (within the meaning of Section 461 of the Code).

Surtax on Unearned Income

Section 1411 of the Code generally imposes a surtax on the "net investment income" of certain U.S. Partners who are citizens or resident aliens, and on the undistributed "net investment income" of certain U.S. estates and trusts. Among other items, "net investment income" generally would include a U.S. Partner's allocable share of the Fund's net gains and certain other income such as interest and dividends, less deductions allocable to such income. In addition, "net investment income" may include gain from the sale, exchange or other taxable disposition of an Interest, less certain deductions. U.S. Partners potentially subject to the surtax should consult their own advisors concerning its potential applicability to their individual circumstances.

Investments in Passive Foreign Investment Companies

The Fund may invest in non-U.S. corporations treated as "passive foreign investment companies" ("***PFICs***") for U.S. federal income tax purposes. A U.S. Partner's share of certain distributions from a PFIC and gain from the sale by the Fund of an interest in a PFIC (or, in certain circumstances, gain recognized by certain U.S. Partners on the disposition of an Interest) could be subject to an interest charge. Furthermore, the U.S. Partner's share of gain from the sale by the Fund of an interest in a PFIC (or, in certain circumstances, gain recognized by certain U.S. Partners on the sale of Interests) could be characterized as ordinary income (rather than capital gain) in whole or in part. If the Fund makes a "qualified electing fund" ("***QEF***") election with respect to a PFIC, a U.S. Partner would in general be required to include in income annually its share of the PFIC's current income and gains (losses would not be currently deductible), but would avoid the interest charge and ordinary income treatment as to gains described above. Notably, the IRS has proposed regulations which would change the manner in which QEF elections are made such that each U.S. Partner (or their beneficial owner(s)) would make the QEF election rather than having the Fund make the QEF election as an entity. Whether such proposed regulations will be adopted is unclear at this time. In any event, as a result of a QEF election, a U.S. Partner could recognize income subject to tax prior to the receipt by the Fund of any distributable proceeds. A QEF election would generally require that the PFIC in which the Fund invests provide certain specified information to the Fund. As a result, there can be no assurance that the QEF election will be available with respect to any PFIC in which the Fund invests.

Alternatively, if such PFIC stock is publicly traded, the Fund may be eligible to value the stock annually on a "mark-to-market" basis so that the U.S. Partners may treat any resulting gain or loss as ordinary income or loss to avoid the PFIC tax. The PFIC rules (including the rules pertaining to QEF or other elections) generally should not affect tax-exempt U.S. Partners.

The Fund cannot predict with any certainty at this time whether any portfolio company in which the Fund invests may be subject to the PFIC regime, whether a timely QEF election can or will be made by the Fund, or the effect of any applicable elections that are made. It is possible that U.S. Partners may be subject to tax currently under the PFIC regime on their proportionate shares of certain earnings of a non-U.S. corporation in which the Fund holds stock and/or may incur nondeductible interest-like charges on tax liability deferred under the PFIC regime without receiving from the Fund distributions sufficient to satisfy any such obligations.

Investments in Controlled Foreign Corporations

The Fund may invest in non-U.S. corporations treated as "controlled foreign corporations" ("***CFCs***") for U.S. federal income tax purposes. A U.S. Partner could have current inclusions of certain undistributed income of a CFC if the Fund owns, directly or indirectly (or through certain attribution rules), 10% or more of the value or total combined voting power of the CFC. Furthermore, gains from the sale by the Fund of an interest in a CFC (or, in certain circumstances, gains recognized by certain U.S. Partners on the sale of Interests) could be characterized as a dividend (rather than as capital gain) in whole or in part.

Foreign Currency Gain or Loss

A U.S. Partner's distributive share of any profit or loss realized by the Fund upon the Fund's conversion of non-U.S. currency into U.S. dollars generally will be treated as ordinary income or loss rather than capital gain or loss. Further, if the Fund acquires a debt instrument or becomes the obligor under a debt instrument or enters into certain other transactions, any of which is denominated in terms of a currency other than the U.S. dollar, fluctuations in the value of that currency relative to the U.S. dollar generally will result in foreign currency gain or loss. Any foreign currency gain or loss realized by the Fund generally will be treated as ordinary income or loss rather than capital gain or loss, and any taxable U.S. Partner will be subject to tax on its allocable share of such income or loss.

U.S. Foreign Tax Credits

Subject to applicable limitations, a U.S. Partner that is subject to U.S. federal income taxation generally should be entitled to elect to treat non-U.S. taxes withheld from such Partner's share of the Fund's dividend and interest income as foreign income taxes eligible for credit against such Partner's U.S. federal income tax liability. Similarly, each U.S. Partner's share of any non-U.S. taxes which may be imposed on capital gains or other income realized by the Fund generally should be treated as creditable foreign income taxes. Capital gains realized by the Fund, however, may be considered to be from sources within the U.S., which may effectively limit the amount of foreign tax credit allowed to the U.S. Partner. Other complex tax rules may also limit the availability or use of foreign tax credits, depending on each U.S. Partner's particular circumstances. Because of these limitations, U.S. Partners may be unable to claim a credit for the full amount of their proportionate shares of any non-U.S. taxes paid by the Fund. U.S. Partners that do not elect to treat their shares of non-U.S. taxes as creditable generally may claim a deduction against U.S. taxable income for such taxes (subject to applicable limitations on losses and deductions). Foreign tax credits or deductions generally will not provide any benefit to tax-exempt U.S. Partners unless such Partners' distributive shares of the income or gains on which the related foreign income taxes are imposed constitute "unrelated business taxable income" and certain other conditions are satisfied. Because the availability of a credit or deduction depends on the particular circumstances of each U.S. Partner, Partners are advised to consult their own tax advisors with respect to such matters.

U.S. Federal Income Tax Reporting By Owners of Non-U.S. Entities

U.S. tax rules impose information reporting requirements on U.S. Persons that own, either directly or indirectly under certain attribution rules, more than certain threshold amounts of stock in a non-U.S. corporation. These persons must disclose, among other things, various transactions between themselves and those non-U.S. corporations. For purposes of these information reporting requirements, stock ownership is determined with regard to certain stock attribution rules, and each U.S. Partner is treated as owning part or all of the stock owned directly or indirectly by the Fund. Similar reporting requirements apply to U.S. Persons that (i) own, directly or indirectly, more than certain threshold amounts of certain non-U.S. financial assets (including, without limitation, interests in non-U.S. partnerships) or (ii) contribute, in their capacity as partners more than a certain threshold amount during a 12-month period to a non-U.S. partnership or other non-U.S. tax-transparent entity. U.S. Partners may be subject to these or other reporting requirements as a result of their investment in the Fund. In certain circumstances, these rules may require U.S. Partners to file reports annually and certain rules may impose substantial penalties for noncompliance. Accordingly, Partners are encouraged to consult with their own advisers about potential reporting obligations that may result from an investment in the Fund.

Tax-Exempt U.S. Partners

Unrelated Business Taxable Income

Under the Partnership Agreement, if the General Partner so agrees with any Limited Partner, the General Partner will be required to use commercially reasonable efforts (or a higher agreed standard) to not invest in any portfolio investments that cause any tax-exempt U.S. Partner to incur any "unrelated business taxable income" within the

meaning of Section 512 of the Code ("***UBTI***"). This undertaking of the General Partner will be deemed satisfied with respect to a portfolio investment if the tax-exempt U.S. Partners are given the opportunity to hold their proportionate shares of such portfolio investment through an entity treated as a corporation for U.S. federal income tax purposes. Notwithstanding this undertaking of the General Partner, it is possible that the Fund could realize income which would constitute UBTI and, in that event, each tax-exempt U.S. Partner would be subject to U.S. federal income tax on its share of such income and may be required to file a U.S. federal income tax return with respect to such income.

A tax-exempt U.S. Partner generally may not use losses or deductions from one unrelated business against income and gains from another unrelated business. There can be no assurance that a tax-exempt U.S. Partner's share of losses from an investment will be able to be used by such tax-exempt U.S. Partner to offset income from another investment, including another investment by the Fund. In addition, any passive investment income from "debt financed property" may be treated, at least in part, as "unrelated debt financed income" (within the meaning of Section 514 of the Code) ("***UDFI***"), a category of income that is subject to tax in the same way as UBTI. As a result, if the Fund acquires assets with the proceeds of borrowings, a proportionate part of the Fund's income or gains from those assets could be treated as UDFI, and each tax-exempt Partner generally will be subject to tax on its proportionate share of such UDFI.

Certain Listed Transactions

Certain tax-exempt U.S. Partners may be subject to an excise tax if the Fund engages in a "prohibited tax shelter transaction" or a "subsequently listed transaction" within the meaning of Section 4965 of the Code. In addition, if the Fund engages in a "prohibited tax shelter transaction," tax-exempt U.S. Partners may be subject to substantial penalties if they fail to comply with special disclosure requirements and managers of such tax-exempt U.S. Partners may also be subject to substantial penalties. Tax-exempt U.S. Partners should consult their own tax advisors regarding the legislation.

Non-U.S. Partners

U.S. Trade or Business Issues

Under the Partnership Agreement, if the General Partner so agrees with any Limited Partner, the General Partner will be required to use commercially reasonable efforts (or a higher agreed standard) to not invest in any portfolio investments that cause the Fund to incur income that is "effectively connected" to the conduct of a trade or business in the U.S. within the meaning of Section 864 of the Code ("***ECI***"). This undertaking of the General Partner will be deemed satisfied with respect to a portfolio investment if the Non-U.S. Partners are given the opportunity to hold their proportionate shares of such portfolio investment through an entity treated as a corporation for U.S. federal income tax purposes. Notwithstanding this undertaking of the General Partner, it is possible that the activities of the Fund and the contractual arrangements into which the Fund enters could cause the Fund to be treated as engaged in the conduct of a trade or business in the U.S.

Provided that the Fund is not engaged in "the conduct of a trade or business in the United States" (a "***USTB***"), the U.S. federal income tax liability of a Non-U.S. Partner with respect to that Partner's Interest generally will be limited to withholding tax on certain gross income from U.S. sources generated by the Fund as long as the Non-U.S. Partner undertakes no activities in the U.S. (determined without regard to its investment in the Fund) that would cause that Partner to be engaged in a USTB, and, unless otherwise indicated, the discussion below of the U.S. federal income tax treatment of Non-U.S. Partners assumes that such Non-U.S. Partners are not engaged in such activities. Further, if the Fund withholds and remits the proper amounts to the U.S. government, Non-U.S. Partners that are individuals or corporations will not be required to file U.S. federal income tax returns or pay additional U.S. federal income taxes solely as a result of their investments in the Fund (though Non-U.S. Partners treated as trusts for U.S. federal income tax purposes are subject to special rules). If the Fund is not engaged in a USTB, Non-U.S. Partners' shares of income and gains from sources other than the U.S. (*e.g.*, generally, interest or dividends paid by non-U.S. portfolio companies

and gains realized on the disposition of securities of portfolio companies) will not be subject to U.S. federal income tax.

If the Fund is at any time engaged in a USTB, the Fund generally would be required to withhold and remit to the U.S. government a percentage of the Fund's net income and gains that are both effectively connected with that USTB and allocated to Non-U.S. Partners of the Fund, and would be liable for interest and penalties with respect to amounts which were not so withheld. The relevant withholding percentage generally is the maximum applicable U.S. federal income tax rate. In addition, if a Non-U.S. Partner transfers its Interest (or any portion thereof) and the Fund is engaged in a USTB, part or all of the gains from such transfer could be taxed as ECI. Subject to certain exceptions, the transferee in such case would be required to deduct and withhold tax on the amount realized on the disposition of the Interest by the transferor. If the transferee fails to withhold the full amount, the Fund would then be required to deduct the shortfall plus interest from amounts otherwise distributable to the transferee. Non-U.S. Partners that realize ECI (or are otherwise partners in a partnership engaged in a USTB) generally would be (i) required to file U.S. federal income tax returns and pay tax in respect of their respective shares of the Fund's ECI including capital gains, and (ii) allowed a credit against U.S. federal income tax liability for amounts withheld by the Fund on their behalf. Non-U.S. Partners which are corporations might also be subject to a "branch profits" tax on certain earnings of the Fund deemed to have been repatriated to those Partners.

Treatment of Interest and Dividends from U.S. Sources

Certain categories of income from U.S. sources realized by the Fund, such as dividends and interest, generally will be subject to U.S. federal income tax, collected by withholding on the gross amount of that income allocable to Non-U.S. Partners. A Non-U.S. Partner whose distributive share of such income is subject to this U.S. tax withholding may be able to claim an exemption or a reduced rate of withholding under a tax treaty or convention between the U.S. and that Partner's country of residence. A Non-U.S. Partner resident in a jurisdiction with which the U.S. has a tax treaty, however, will not be entitled to the benefits of that treaty with respect to that Non-U.S. Partner's distributive share of the Fund's income and gains unless, under the law of that non-U.S. jurisdiction, the Fund is treated as tax transparent and certain other conditions are satisfied. Finally, in order to claim the benefits of a tax treaty to reduce U.S. federal income tax withholding on U.S.-source interest and dividends paid on securities that are not actively traded, a Non-U.S. Partner (and any direct or indirect equity owner of a Non-U.S. Partner seeking treaty benefits for itself because the Non-U.S. Partner is considered fiscally transparent in the equity owner's jurisdiction) generally will be required to obtain a U.S. taxpayer identification number from the IRS and may be required to provide that number and certain other documentation to the Fund. Other exemptions may be available for certain types of interest income.

Treatment of Fund's Capital Gains from U.S. Sources

Under current U.S. law, in general, capital gains realized or deemed realized by the Fund will not be subject to U.S. federal income taxation or tax withholding when allocated to a Non-U.S. Partner unless that Partner is an individual who is present in the U.S. for 183 days or more during the taxable year in which such gains are realized and certain other conditions are satisfied.

This general rule does not apply to gains attributable to a USTB (including, as noted above, certain gains on the disposition by a non-U.S. person of an interest in a partnership engaged in a USTB) or gains attributable to dispositions of "United States real property interests", which generally include the securities of any "United States real property holding corporation" ("***USRPHC***"), defined in Section 897 of the Code as, in general, a company with 50% or more of the fair market value of its business assets consisting of interests in U.S. real estate and related assets. Capital gains attributable to sales by the Fund of the securities of a USRPHC (other than debt securities with no equity component) may be subject to U.S. federal income tax, collected initially by withholding. Non-U.S. Partners would also be required to file U.S. federal income tax returns, and might be liable for U.S. federal income tax in excess of the amount collected by withholding. Similarly, Non-U.S. Partners could become subject to U.S. federal income tax, and tax return filing obligations, as a result of transfers of their interests in the Fund at a time when the

Fund owned stock of any USRPHC, although certain exceptions may apply. Notably, a company in which the Fund has made an investment which is not a USRPHC at the time of the investment may subsequently become a USRPHC.

Possible Legislative or Other Actions Affecting Tax Aspects

The present federal income tax treatment of an investment in the Fund may be modified by legislative, judicial or administrative action at any time and any such action may affect investments and commitments previously made. The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the Treasury Department, resulting in revisions of treasury regulations and revised interpretations of established concepts as well as statutory changes. Revisions in federal tax laws and interpretations thereof could adversely affect the tax aspects of an investment in the Fund.

Currency Conversion Issues

Non-U.S. Partners (like other Partners) will be required to make their capital contributions to the Fund in U.S. dollars, and any cash distributions made by the Fund will be made in U.S. dollars. Profits or losses realized by Non-U.S. Partners on the conversion of other currencies into U.S. dollars, or of U.S. dollars into other currencies will not be reflected in the Partners' capital accounts and will not affect the amounts distributable by the Fund to its Non-U.S. Partners.

Other Matters

Partnership Tax Audits

Each Partner's distributive share of partnership income, gain, loss and expense for U.S. federal income tax purposes generally will be determined in accordance with the provisions of the Partnership Agreement. However, the Fund's tax returns are subject to review by the IRS and other taxing authorities, which may dispute the Fund's tax positions, including the determination of each Partner's distributive share of tax items. Any recharacterization or adjustments resulting from an audit may require Partners to file amended tax returns and/or pay additional taxes, interest and penalties.

Any audit adjustment to the Fund's tax items for U.S. federal income tax purposes (or any Partner's distributive share of such items) may result in the imposition of tax (including any applicable penalties and interest) at the Fund level. Generally, the Fund will have the ability to elect to have the Partners take such audit adjustment into account in accordance with their interests in the Fund during the taxable year under audit, but there can be no assurance that the Fund will choose to make such election or that such election will be effective in all circumstances. If the Fund is unable to have the Partners take into account such audit adjustment in accordance with their interests in the Fund during the taxable year under audit, or the Fund chooses not to do so, the Partners in the year of such audit adjustment may bear some or all of the tax liability resulting from such audit adjustment (or the benefit of any tax items of loss, deduction, or credit), without regard to each such Partner's ownership interest in the Fund (if any) during the tax year under audit. In addition, the Fund may be able to reduce the amount owed by the Fund in certain cases based on the status of the Partners or if certain Partners file amended returns to take into account such adjustments, but there is no assurance the Fund will be able to obtain any such reduction. If, as a result of any such audit adjustment, the Fund is required to make payments of taxes, penalties, and/or interest, each Partner's share of such amounts shall be treated as an advance against amounts otherwise distributable to such Partner or as a loan to such Partner. As the Fund's "partnership representative" within the meaning of Section 6223 of the Code with respect to partnership tax audits, the General Partner (or its designee) will have considerable authority with respect to any U.S. federal income tax proceedings involving the Fund. Such authority includes the ability to extend the statute of limitations and to effect settlements with respect to Fund tax items. Prospective investors should consult their tax advisors as to the application of these rules to their ownership of Interests of the Fund.

Phantom Income

Each U.S. Limited Partner will be, and non-U.S. Limited Partners may be, required to take into account its distributive share of all items of partnership income, gain, loss, deduction and credit, without regard to whether any distribution has been or will be received from the Fund. Because of the nature of the Fund's investment activities, the Fund may generate taxable income in excess of cash distributions to Limited Partners and no assurance can be given that the Fund will be able to make cash distributions to cover such tax liabilities as they arise. Accordingly, each Limited Partner should ensure that it has sufficient liquidity to satisfy any such tax liabilities.

Basis for Description of Tax Consequences

The description of U.S. tax consequences set forth above is based on the provisions of the Partnership Agreement that the General Partner expects will be adopted, existing provisions of the Code, existing and proposed Treasury Regulations, existing administrative interpretations and court decisions, and certain assumptions. Future legislation, Treasury Regulations, administrative interpretations or court decisions could significantly change these authorities. Any such change could have retroactive application and therefore could apply to transactions that have taken place before such change occurs. In addition, some of the issues discussed above have not been addressed by administrative authorities or resolved by the courts. Accordingly, no assurance can be given that the IRS will not challenge the tax treatment of certain matters discussed herein or, if it does, that it will not be successful. No rulings have been or will be requested from the IRS. Furthermore, any changes in the Partnership Agreement or the operations of the Fund could affect the tax consequences described above.

Consultation with Advisors

The description of U.S. tax matters set forth above is not intended as a substitute for careful tax planning. It does not address all of the U.S. federal income tax consequences to investors in the Fund, and does not address any of the state, local, estate, foreign or other tax consequences of such investment to any investor, except as otherwise specifically provided. Each prospective investor in the Fund is solely responsible for all tax consequences to that person or entity of an investment in the Fund. Each prospective investor is advised to consult its own tax counsel as to the U.S. federal income tax consequences attributable to acquiring, holding and disposing of an Interest and as to applicable state, local, estate, foreign or other taxes. The effect of existing U.S. tax laws and income tax treaties, the tax laws of other jurisdictions to which an investor may be subject, and possible changes in such laws and treaties (including proposed changes which have not yet been adopted) will vary with the particular circumstances of each investor.

Other Taxes

In addition to U.S. federal income taxes, the Fund and the Limited Partners may be subject to other taxes, such as state and local income taxes, unincorporated business tax or intangible property tax and the fund may be required to withhold any such taxes. Individual investors should consult their own tax advisors with respect to the possibility of estate taxes being levied with respect to Interests held at the time of death.

Additional Information Reporting Obligations; Withholding on Payments to Certain Foreign Entities

Each U.S. investor will be required to submit an IRS Form W-9 in order to provide the Fund with the investor's taxpayer identification number and certification as to back-up withholding status. Each foreign investor will be required to submit an applicable IRS Form W-8, which confirms such investor's status as a foreign investor, allows such investor to claim available tax treaty benefits, and provides the Fund with the foreign investor's status under FATCA (as defined below) and, in some cases, such investor's U.S. taxpayer identification number. The Fund and each Limited Partner may also be required to file an IRS Form 8886 (Reportable Transaction Disclosure Statement) with respect to its investment in the Fund.

Sections 1471 through 1474 of the Code (commonly referred to as "***FATCA***") impose a U.S. federal withholding tax on certain payments not effectively connected with a USTB paid to foreign financial institutions, foreign investment funds and certain other non-U.S. persons that fail to comply with certain information reporting and certification requirements. "Withholdable payments" include, but are not limited to, U.S. source dividends, interest and royalties. Although withholding under FATCA would have also applied to payments of gross proceeds from the sale or other disposition of certain property, proposed regulations provide that gross proceeds from the sale or disposition of property of a type which can produce U.S. source interest or dividends are not subject to the FATCA withholding described above. With limited exceptions, the IRS and Treasury Department provide that taxpayers may generally rely on these proposed regulations until final Treasury Regulations are issued. Each Partner will be required to provide the General Partner with information such that the Fund can comply with certain information reporting and disclosure requirements and if a Partner fails to provide such information, the Partner may be required to bear the costs of such non-compliance. Limited Partners are encouraged to consult their own tax advisors regarding the possible application of FATCA on their investment in the Fund.

CERTAIN ERISA CONSIDERATIONS

ERISA governs the investment of assets of retirement plans ("***ERISA Plans***") subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("***ERISA***") that may be investors, directly or indirectly, in the Fund. ERISA, the regulations under ERISA issued by the United States Department of Labor (the "***DOL***"), and opinions and other authority issued by the DOL and the courts provide guidance that should be considered by fiduciaries of ERISA Plans prior to investing in the Fund.

The following discussion of certain ERISA considerations is based on statutory authority and judicial and administrative interpretations as of the date of this Statement and is designed only to provide a general overview of basic issues. Accordingly, this discussion should not be considered legal advice and the trustees and other fiduciaries of each ERISA Plan are encouraged to consult their own legal advisors on these matters.

Fiduciary Duty of Investing Plans

In considering an investment in the Fund, plan fiduciaries should consider their basic fiduciary duties under ERISA Section 404, which requires them to discharge their investment duties prudently, solely in the interest of the plan participants and beneficiaries and for the exclusive purpose of providing benefits to the plan participants and beneficiaries and defraying reasonable administrative expenses of the relevant plan. Plan fiduciaries must give appropriate consideration to the role that an investment in the Fund would play in the plan's investment portfolio. In analyzing the prudence of an investment in the Fund, the DOL's regulation on investment duties should be considered (29 C.F.R. § 2550.404a-1).

Plan Assets

ERISA and the regulation issued by the DOL at 29 C.F.R. § 2510.3-101, as modified or deemed to be modified by ERISA (the "***DOL Regulation***"), define the term "plan assets" as applied to entities in which a plan invests, directly or indirectly, such as the Fund. The DOL Regulation provides that when an ERISA Plan acquires an equity interest in an entity, and such equity interest is neither a publicly offered security nor a security issued by an investment company registered under the Company Act, the assets of the ERISA Plan include not only the equity interest, but also include an undivided interest in the underlying assets of the entity, unless an exception to this general rule applies.

Exceptions Under the DOL Regulation

The DOL Regulation provides several exceptions to the general rule of plan asset treatment. Pursuant to one such exception, the assets of certain entities, such as the Fund, will not be treated as plan assets if the entity is operated as a "venture capital operating company" within the meaning of the DOL Regulation (a "***VCOC***"). Generally, for an entity to qualify as a VCOC, at least fifty percent (50%) of its assets (excluding short-term investments made pending

long-term commitments or distribution to investors) valued at cost must be invested in (i) "operating companies" with respect to which the entity has the direct contractual right to participate substantially in, or to substantially influence the conduct of, the management of the operating company and the entity must actually exercise such management rights with respect to one or more such operating companies in the ordinary course of its business, or (ii) "derivative investments" (as defined in the DOL Regulation) (the "***Asset Test***"). For the purposes of qualifying as a VCOC, an "operating company" is defined as an entity that is primarily engaged, directly or through a majority owned subsidiary or subsidiaries, in the production or sale of a product or service other than the investment of capital, and includes a "real estate operating company" as defined in the DOL Regulation (but does not include another VCOC). Determination as to whether an entity qualifies as a VCOC is made at the time when the entity makes its first long-term investment (other than short-term investments made pending long-term commitments) and thereafter during a ninety-day annual valuation period each year, the first day of which shall begin no later than the anniversary of the entity's first long-term investment. In order for an entity to continue to qualify as a VCOC, the entity must meet the Asset Test on at least one day during each such ninety-day annual valuation period. Special rules apply to any wind-up of a VCOC when it enters its "distribution period" as defined in the DOL Regulation. If the General Partner determines to operate the Fund so as to qualify as a VCOC, the Fund may be restricted or precluded from making certain investments, and it could be necessary for the General Partner to liquidate Fund investments at a disadvantageous time, potentially resulting in lower proceeds to the Fund than might have been the case if the Fund was not operated as a VCOC.

An additional exception applies when equity participation in the entity by benefit plan investors is not "significant." Equity participation in an entity by "benefit plan investors" (as defined in Section 3(42) of ERISA) is "significant" on any date if, immediately after the most recent acquisition or disposition of any equity interest in the entity, 25% or more of the value (in the aggregate) of any class of equity interests in the entity is held by "benefit plan investors." For purposes of the 25% test, the term "benefit plan investors" includes ERISA Plans, certain other retirement plans defined in and subject to Section 4975 of the Code (such as individual retirement accounts), and entities or accounts deemed to hold "plan assets" due to an investment in such entity or account by ERISA Plans or such other retirement plans (such as certain insurance company general accounts). For the purposes of calculating the 25% threshold under the DOL Regulation, the value of any equity interest held by a person (other than a "benefit plan investor") who has discretionary authority or control with respect to the assets of the entity or that provides investment advice for a fee (direct or indirect) with respect to such assets (or an affiliate of such person) is disregarded.

The General Partner will use its reasonable best efforts to conduct the affairs and operations of the Fund in such a manner so that the assets of the Fund will not be treated as "plan assets" of any ERISA Plan for purposes of ERISA.

Reporting

Benefit plan investors may be required to report certain compensation paid by the Fund (or by third parties) to the Fund's service providers as "reportable indirect compensation" on Schedule C to the Form 5500 Annual Return (the "***Form 5500***"). To the extent any compensation arrangements described herein constitute reportable indirect compensation, any such descriptions are intended to satisfy the disclosure requirements for the alternative reporting option for "eligible indirect compensation," as defined for purposes of Schedule C to the Form 5500.

Additional Information

ERISA and its accompanying regulations are complex and, to a great extent, have not yet been interpreted by the courts or the administrative agencies. This discussion does not purport to constitute a thorough analysis of ERISA. Each prospective investor subject to ERISA should consult with its own legal counsel concerning the implications under ERISA of an investment in the Fund, and to confirm that such an investment will not constitute or result in a non-exempt prohibited transaction or any other violation of an applicable requirement under ERISA.

"Governmental plans," "foreign plans" and certain "church plans," while not subject to the fiduciary responsibility and prohibited transaction provisions of ERISA, may nevertheless be subject to state, foreign or other federal laws

that are similar to the foregoing provisions of ERISA. Decision-makers for any such plans should consult with their counsel before making an investment in the Fund.

BY ACQUIRING AN INTEREST IN THE FUND, AN INVESTOR ACKNOWLEDGES AND AGREES THAT (I) ANY INFORMATION PROVIDED BY THE FUND, THE GENERAL PARTNER, THE MANAGEMENT COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES (INCLUDING INFORMATION SET FORTH IN THIS STATEMENT) IS NOT A RECOMMENDATION TO INVEST IN THE FUND AND THAT NONE OF THE FUND, THE GENERAL PARTNER, THE MANAGEMENT COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES IS UNDERTAKING TO PROVIDE ANY INVESTMENT ADVICE TO THE INVESTOR (IMPARTIAL OR OTHERWISE), OR TO GIVE ADVICE TO THE INVESTOR IN A FIDUCIARY CAPACITY IN CONNECTION WITH AN INVESTMENT IN THE FUND AND, ACCORDINGLY, NO PART OF ANY COMPENSATION RECEIVED BY THE GENERAL PARTNER, THE MANAGEMENT COMPANY OR ANY OF THEIR AFFILIATES IS FOR THE PROVISION OF INVESTMENT ADVICE TO THE INVESTOR AND (II) THE GENERAL PARTNER, THE MANAGEMENT COMPANY AND/OR THEIR AFFILIATES HAVE A FINANCIAL INTEREST IN THE INVESTOR'S INVESTMENT IN THE FUND ON ACCOUNT OF THE FEES AND OTHER COMPENSATION THEY EXPECT TO RECEIVE FROM THE FUND AS DISCLOSED IN THIS MEMORANDUM, THE FUND AGREEMENT AND IN THE OTHER DOCUMENTS GOVERNING THE FUND.

OTHER REGULATORY CONSIDERATIONS

Securities Act of 1933

The Interests will not be registered under the Securities Act, in reliance upon the exemptions for transactions not constituting public offerings. Each prospective investor will be required to make certain representations to the Fund, including that such investor is an "accredited investor," within the meaning of Rule 501(a) under the Securities Act, that it is acquiring an Interest for its own account, for investment purposes only and not with a view to its distribution, that it has received or has access to all information it deems relevant to evaluate the merits and risks of an investment in the Fund and that it has the ability to bear the economic risk of an investment in the Fund. The Interests described herein will constitute "restricted securities" under the Securities Act and as such will be subject to certain restrictions on transferability. The Interests may not be transferred or sold unless the Interests have been registered under the Securities Act or an exemption from registration is available. It is extremely unlikely that the Interests described herein will ever be registered under the Securities Act.

This Statement is not a public offering "prospectus" and does not purport to describe or otherwise address all material considerations relating to an investment in the Fund. Prior to making an investment, offerees and their advisors are invited to ask questions of, and obtain additional information from, the General Partner concerning the Interests described herein, the terms and conditions of the offering and any other relevant matters. Such information will be provided to the extent the General Partner possesses such information or can acquire it without unreasonable effort or expense.

Investment Advisers Act of 1940

None of the Management Company, the General Partner or any of their respective affiliates is currently registered with the United States Securities and Exchange Commission or any state administrator as an investment adviser and, consequently, investors will not be afforded the protections of the U.S. Investment Advisers Act of 1940, as amended (the "***Advisers Act***"), or similar state acts. The General Partner believes that the nature of the Fund will not subject it to such registration requirements. There is no assurance that the General Partner's beliefs in this regard will continue to be correct. In order to ensure that the General Partner and its affiliates may continue to rely upon an exemption from registration under the Advisers Act, the Fund may have to be operated in a manner that allows it to be a "venture capital fund," which may limit the ability of the Fund to make certain types of investments, which in turn could material adversely affect the returns to the Limited Partners. Due to the burdens of compliance with the Advisers Act, the performance of the Fund's investment portfolio could be materially adversely affected, and risks

involved in financing developing companies could substantially increase, if the General Partner, the Management Company, or any of their respective affiliates were required to register under the Advisers Act or with any state regulator. Neither the General Partner nor its counsel can assure investors that, under certain conditions, changing circumstances or changes in law, the General Partner or any of its affiliates may not be required to register under the Advisers Act or under similar state acts.

Investment Company Act of 1940

The Fund will not be registered as an investment company under the Company Act, pursuant to an exemption set forth in Section 3(c)(1) and/or Section 3(c)(7) of the Company Act. The Fund will obtain appropriate representations and undertakings from all purchasers of Interests, including restrictions on transfer, to ensure that such purchasers meet the conditions of the exemption. Section 3(c)(7) of the Company Act requires that each prospective purchaser be a "qualified purchaser" within the meaning of Section 2(a)(51) of the Company Act. Information with respect to such requirements for "qualified purchaser" status will be included in the Fund's Investor Questionnaire.

Given that the Fund will not be registered as an investment company under the Company Act, Limited Partners will not be entitled to the protections and benefits of the Company Act, including restrictions on or requirements relating to capital structure; composition of the Board of Directors or a similar managing board; approval of investment advisory and distribution arrangements and certain other matters by independent members of the managing board; affiliated transactions; investment policies and procedures for making changes therein; valuation and pricing of shares; bonding and certain other matters.

Securities Exchange Act of 1934 / FINRA

The General Partner is not registered as a broker-dealer under the Exchange Act, or with the Financial Industry Regulatory Authority ("FINRA"), and is consequently not subject to certain record keeping and specific business practice provisions of the Exchange Act and the rules of FINRA.

Pay-to-Play Laws, Regulations and Policies

In light of scandals involving money managers, a number of states and municipalities have adopted so-called "pay-to-play" laws, regulations or policies which prohibit, restrict or require disclosure of payments to (and/or certain contacts with) state officials by individuals and entities seeking to do business with state or local entities, including investments by public retirement funds. The U.S. Securities and Exchange Commission also has adopted rules that, among other things, prohibit an investment adviser from providing advisory services for compensation with respect to a government plan investor for two years after the adviser or certain of its executives or employees make a contribution to certain elected officials or candidates. If the Management Company, the General Partner, their employees or affiliates fail to comply with such pay-to-play laws, regulations or policies, such non-compliance could have an adverse effect on the Fund by, for example, providing the basis for the withdrawal of the affected government plan investor.

Compliance with Anti-Money Laundering Requirements

In response to increased regulatory requirements with respect to the sources of funds used in investments and other activities, the General Partner may require prospective investors to provide documentation verifying, among other things, such investor's (and any of its beneficial owners') identities and source of funds used to purchase its Interest. The General Partner may decline to accept a subscription if this information is not provided or on the basis of such information that is provided.

Each prospective investor and Limited Partner will be required to make representations that such prospective investor or Limited Partner is not a prohibited country, territory, individual or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("***OFAC***") website and that it is not directly or indirectly affiliated with any country,

territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programs. Such prospective investor or Limited Partner will also represent that amounts contributed by it to the Fund were not directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including, without limitation, anti-money laundering laws and regulations.

The General Partner may, in certain situations, undertake a variety of actions in order to ensure compliance with various anti-money laundering laws or to the extent required to comply with the requirements of the Fund's banks, brokers or other similar financial counterparties, including but not limited to freezing, segregation, requiring withdrawal of such Limited Partner from the Fund and/or redemption of such Limited Partner's investment in the Fund, requiring the transfer of such Limited Partner's Interest to one or more persons designated by the General Partner, cessation of further distributions to such Limited Partner, refusal of future capital contributions by such Limited Partner, excluding such Limited Partner from further investments of the Fund, declining any requests by such Limited Partner to withdraw or transfer its Interest, reporting information relating to such Limited Partner (including disclosing such Limited Partner's identity) to government or other regulatory authorities, and other similar acts. Any such actions may adversely affect the Limited Partner(s) to whom such actions or remediation are directed, the Fund and/or the other Limited Partners.

In addition, should any investment made on behalf of the Fund or Other Hyperion Fund subsequently become subject to applicable sanctions, the Fund or Other Hyperion Fund could immediately and without notice cease any further dealings with that investment and its interest in such investment could be "frozen" or "blocked" until the applicable sanctions are lifted or a license is obtained under applicable law to continue such dealings or divest from such investment.

Requests for documentation and additional information may be made at any time during which an investor is a Limited Partner of the Fund. The General Partner will take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures to implement anti-money laundering laws, which steps may include the forced sale or withdrawal of an Interest. In addition, the Fund could be required to disclose information pertaining to prospective investors subscribing for an Interest to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future.

SECURITIES LEGENDS

NOTICE TO RECIPIENTS GENERALLY

The distribution of this Statement and the offer and sale of Interests in certain jurisdictions may be restricted by law. This Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state or other U.S. or non-U.S. jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction. This offering does not constitute an offer of the Interests to the public, and no action has been or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose. The Interests may not be offered or sold, directly or indirectly, and this Statement may not be distributed in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of the Interests, and any foreign exchange restrictions that may be relevant thereto.

NOTICE TO RESIDENTS OF FLORIDA

The securities being offered have not been registered with the financial services commission of the Florida Office of Financial Regulation under the Florida Securities and Investor Protection Act and therefore cannot be resold unless they are registered under said Act or are exempt from registration from said Act. If sales are made to five or more Florida purchasers, each such sale is voidable by the purchaser within three days after the first tender of consideration is made by such purchaser to the issuer, an agent of the issuer or an escrow agent, or within three days after availability of that privilege is communicated to such purchaser, whichever occurs later. Investors are hereby notified of such privilege.

NOTICE TO RESIDENTS OF NEW HAMPSHIRE

Neither the fact that a registration statement or an application for a license has been filed with the State of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the state of New Hampshire constitutes a finding by the New Hampshire Secretary of State that any document filed under New Hampshire RSA 421-b is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the New Hampshire Secretary of State has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security, or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer, or client any representation inconsistent with the provisions of this paragraph.

NOTICE TO RESIDENTS IN OTHER STATES OF THE UNITED STATES

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

NOTICE TO NON-UNITED STATES RESIDENTS

No action has been or is expected to be taken in any jurisdiction outside the United States of America that would permit an offering of the Interests, or possession or distribution of the Fund's offering materials in connection with the issue of the Interests, in any country or jurisdiction where action for that purpose is required. It is the responsibility of any person wishing to purchase the Interests to satisfy himself, herself or itself as to full observance of the laws of any relevant territory outside the United States of America in connection with any such purchase, including obtaining any required governmental or other consents or observing any other applicable formalities.

NOTICE TO RECIPIENTS IN THE EUROPEAN ECONOMIC AREA (EEA) AND THE UNITED KINGDOM GENERALLY

In relation to each member state of the European Economic Area (EEA) (each a "***Member State***") which has implemented Alternative Investment Fund Managers Directive (Directive (2011/61/EU)) (the "***AIFMD***") (and for which transitional arrangements are not/ no longer available), this Statement and related offering materials may only be distributed and Interests may only be offered or placed in a Member State to the extent that: (1) the Fund is permitted to be marketed to professional investors in the relevant Member State in accordance with AIFMD (as implemented into the local law/regulation of the relevant Member State); or (2) this Statement and related offering materials may otherwise be lawfully distributed and the Interests may otherwise be lawfully offered or placed in that Member State (including at the initiative of the investor).

In relation to each Member State of the EEA which, at the date of this Statement, has not implemented AIFMD, this Statement and other offering materials may only be distributed and Interests may only be offered or placed to the extent that this Statement and such other offering materials may be lawfully distributed and the Interests may lawfully be offered or placed in that Member State (including at the initiative of the investor).

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

Subject always to the foregoing notice in respect of the EEA, this Statement and related offering materials may be issued in the United Kingdom by Hyperion to, and/or is directed at, only persons to or at whom it may lawfully be issued or directed under the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 including persons who are authorised under the Financial Services and Markets Act 2000 ("***FSMA***"), certain persons having professional experience in matters relating to investments, high net worth companies, high net worth unincorporated associations or partnerships, or trustees of high value trusts or persons who qualify as certified sophisticated investors. The Interests are only available to such persons in the United Kingdom and this Statement and/or other offering materials in respect of the Fund must not be relied or acted upon by any other persons in the United Kingdom.

NOTICE TO RESIDENTS OF OTHER COUNTRIES

Prospective investors should contact their own legal and tax advisers and should inform themselves as to the legal requirements and tax consequences within the countries of their residence and domicile for the acquisition, holding or disposal of the Interests.