BlackRock

# BlackRock Private Markets

*a société d'investissement à capital variable (SICAV) in the form of a public limited company (société anonyme)*

## Prospectus

March 2026

**Sub-Funds:**

BlackRock Multi Alternatives Growth Fund
BlackRock Private Equity Fund

# Important Information

THIS FUND IS A REGULATED INVESTMENT VEHICLE SUBJECT TO PART II OF THE LUXEMBOURG LAW OF 17 DECEMBER 2010 RELATING TO UNDERTAKINGS FOR COLLECTIVE INVESTMENT, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME (THE "2010 LAW") UNDER THE PRUDENTIAL SUPERVISION OF THE COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER, THE LUXEMBOURG SUPERVISORY AUTHORITY OF THE FINANCIAL SECTOR ("CSSF"), AND QUALIFIES AS AN ALTERNATIVE INVESTMENT FUND ("AIF") WITHIN THE MEANING OF THE LUXEMBOURG LAW OF 12 JULY 2013 ON ALTERNATIVE INVESTMENT FUND MANAGERS, AS AMENDED (THE "2013 LAW"). EACH SUB-FUND OF THE FUND QUALIFYING AS A EUROPEAN LONG TERM INVESTMENT FUND (AN "ELTIF") UNDER REGULATION (EU) 2015/760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 29 APRIL 2015 ON EUROPEAN LONG-TERM INVESTMENT FUNDS, AS AMENDED (THE "ELTIF REGULATION") IS AUTHORISED AND SUPERVISED BY THE CSSF.

THIS PROSPECTUS (TOGETHER WITH ANY ANNEXES, SUPPLEMENTS AND/OR SCHEDULES HERETO, THIS "PROSPECTUS") HAS BEEN FURNISHED SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED. ANY DISTRIBUTION OR REPRODUCTION OF ALL OR ANY PART OF THIS PROSPECTUS OR DIVULGING ITS CONTENTS, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, IS UNAUTHORISED. THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED AND/OR SUPPLEMENTED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, SHARES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.

THIS PROSPECTUS IS BEING FURNISHED TO INVESTORS TO CONSIDER AN INVESTMENT IN SHARES (THE "SHARES") IN OR ISSUED BY BLACKROCK PRIVATE MARKETS (THE "FUND"), A LUXEMBOURG PUBLIC LIMITED COMPANY *(SOCIÉTÉ ANONYME)* IN THE FORM OF A COMPANY WITH VARIABLE CAPITAL SUBJECT TO PART II OF THE 2010 LAW. EXCEPT AS DESCRIBED ABOVE, THIS PROSPECTUS MAY NOT BE USED FOR ANY OTHER PURPOSE.

THE FUND HAS AN UMBRELLA STRUCTURE CONSISTING OF ONE OR SEVERAL SUB-FUNDS (THE "SUB-FUNDS"). INVESTORS HAVE THE OPPORTUNITY TO INVEST IN ONE OR SEVERAL SUB-FUNDS WHICH MAY BE CREATED FROM TIME TO TIME AND MAY DIFFER, *INTER ALIA,* IN TERMS OF THEIR INVESTMENT STRATEGY, FEE STRUCTURE, DISTRIBUTION POLICY, INVESTOR PREREQUISITES, TERMS OF PAYMENT OR OTHER SPECIFIC ATTRIBUTES. THE RIGHTS AND OBLIGATIONS OF THE INVESTORS ARE LIMITED TO THE ASSETS OF THE SUB-FUND(S) IN WHICH THEY INVEST. THE ASSETS OF INDIVIDUAL SUB-FUNDS SHALL ONLY BE EXPOSED TO LIABILITY IN RESPECT OF CLAIMS ARISING IN CONNECTION WITH SUCH SUB-FUND. IN TERMS OF THE RELATIONSHIP BETWEEN THE INVESTORS, EACH SUB-FUND IS TREATED AS AN INDEPENDENT UNIT. EACH SUB-FUND MAY BE LIQUIDATED INDIVIDUALLY, WITHOUT THIS RESULTING IN THE LIQUIDATION OF ANOTHER SUB-FUND. THE CHARACTERISTICS OF EACH SUB-FUND ARE DESCRIBED IN GREATER DETAIL IN THE RELEVANT SCHEDULE OF THIS PROSPECTUS.

INVESTORS SHOULD BE AWARE THAT CERTAIN SUB-FUNDS MAY QUALIFY AS AN ELTIF UNDER THE ELTIF REGULATION AND THAT THESE SUB-FUNDS INTEND TO INVEST IN LONG-TERM ASSETS. LONG-TERM ASSETS ARE TYPICALLY ASSETS THAT ARE OF AN ILLIQUID NATURE, REQUIRE PATIENT CAPITAL BASED ON COMMITMENTS MADE FOR A CONSIDERABLE PERIOD OF TIME, OFTEN PROVIDE LATE RETURN ON INVESTMENT AND GENERALLY HAVE AN ECONOMIC PROFILE OF A LONG-TERM NATURE.

INVESTORS SHOULD READ THIS PROSPECTUS CAREFULLY IN ITS ENTIRETY BEFORE DECIDING WHETHER TO SUBSCRIBE FOR SHARES AND SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION UNDER SECTION 6 "*INVESTMENT CONSIDERATIONS AND RISK FACTORS*". THE ALTERNATIVE INVESTMENT FUND MANAGER OF THE FUND IS BLACKROCK (LUXEMBOURG) S.A. (THE "AIFM"). THE AIFM MAY DELEGATE DAY-TO-DAY PORTFOLIO MANAGEMENT FUNCTIONS WITH RESPECT TO THE FUND OR ANY SUB-FUND TO AN INVESTMENT MANAGER (EACH AN "INVESTMENT MANAGER" AND TOGETHER, "INVESTMENT MANAGERS").

ANY LOSSES IN THE FUND WILL BE BORNE SOLELY BY THE INVESTORS IN THE FUND OR RELEVANT SUB-FUND (AS APPLICABLE) AND NOT BY BLACKROCK, INC. (OR ANY OF ITS AFFILIATES OR SUBSIDIARIES) (TOGETHER "BLACKROCK"); THEREFORE, BLACKROCK'S AND ITS AFFILIATES' AND SUBSIDIARIES' LOSSES IN THE FUND WILL BE LIMITED TO LOSSES ATTRIBUTABLE TO THE OWNERSHIP INTEREST IN THE FUND HELD BY BLACKROCK AND ITS AFFILIATES AND SUBSIDIARIES IN THEIR CAPACITY AS INVESTORS IN THE FUND.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS PROSPECTUS, THE ARTICLES OF ASSOCIATION OF THE FUND (THE "ARTICLES"), THE KEY INFORMATION DOCUMENT FOR PACKAGED RETAIL INVESTMENT AND INSURANCE-BASED PRODUCTS ("PRIIPS") WITHIN THE MEANING OF REGULATION (EU) NO. 1286/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 26 NOVEMBER 2014 ON KEY INFORMATION DOCUMENTS FOR PRIIPS, AS AMENDED (THE "PRIIPS REGULATION"), ANY FORM OF DOCUMENT ACCEPTABLE TO THE BOARD, IN ITS SOLE DISCRETION, TO ALLOW AN INVESTOR TO SUBSCRIBE FOR SHARES (THE "SUBSCRIPTION FORM") AND ANY REPRESENTATION OR INFORMATION PROVIDED BUT NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE FUND, ANY INVESTMENT MANAGERS, THE AIFM OR ANY OF THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, PARTNERS, SHAREHOLDERS, AFFILIATES OR AGENTS. THE DELIVERY OF THIS PROSPECTUS DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE ON THE COVER HEREOF. THE ESSENTIAL ELEMENTS OF THIS PROSPECTUS SHALL BE KEPT UP TO DATE. THIS PROSPECTUS IS SUBJECT TO CHANGE. RECIPIENTS OF THIS DOCUMENT WHO INTEND TO SUBSCRIBE FOR SHARES ARE REMINDED THAT ANY SUCH SUBSCRIPTION MAY BE MADE SOLELY ON THE BASIS OF THE INFORMATION CONTAINED IN THE PROSPECTUS IN ITS FINAL FORM, WHICH MAY BE DIFFERENT FROM THE INFORMATION CONTAINED IN THIS DOCUMENT.

THE CONTENTS OF THIS PROSPECTUS SHOULD NOT BE CONSIDERED TO BE LEGAL, TAX, INVESTMENT OR OTHER ADVICE, AND EACH INVESTOR SHOULD CONSULT WITH ITS COUNSEL AND ADVISORS AS TO ALL LEGAL, TAX, REGULATORY, FINANCIAL AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE SHARES AND AS TO WHETHER THE SHARES ARE SUITABLE FOR SUCH INVESTOR. FURTHER, 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 SHARES, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

THE SHARES OF CERTAIN SUB-FUNDS MAY BE LISTED OR ADMITTED TO TRADING ON THE LUXEMBOURG STOCK EXCHANGE AND/OR ANOTHER STOCK EXCHANGE.

IN ADDITION, THE SHARES OF CERTAIN SUB-FUNDS MIGHT BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE EXCEPT FOR THE SHARES ISSUED IN SUB-FUNDS QUALIFYING AS AN ELTIF. SHARES MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND APPLICABLE STATE OR NON-U.S. SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF INVESTMENT IN THE SHARES FOR AN EXTENDED PERIOD OF TIME. THERE WILL NOT BE ANY PUBLIC OR SECONDARY MARKET FOR THE SHARES. EXCEPT FOR THE SHARES ISSUED IN SUB-FUNDS QUALIFYING AS AN ELTIF, TRANSFERS OF SHARES ARE GENERALLY PROHIBITED WITHOUT THE CONSENT OF THE BOARD OF DIRECTORS OF THE FUND (THE "BOARD") OR ITS DULY AUTHORISED DELEGATES, NOT TO BE UNREASONABLY WITHHELD, AND CERTAIN OTHER SECURITIES LAWS MAY ALSO RESTRICT TRANSFERS OF SHARES.

THE FUND IS FORMED AS PUBLIC LIMITED COMPANY (SOCIÉTÉ ANONYME) UNDER THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG. THE FUND IS AN AIF WHICH IS SUBJECT TO THE 2013 LAW. ACCORDINGLY, THE BOARD HAS APPOINTED THE AIFM AS ITS EXTERNAL ALTERNATIVE INVESTMENT FUND MANAGER.

AN INVESTMENT IN THE SHARES IS SPECULATIVE AND INVOLVES SIGNIFICANT RISKS. AN INVESTOR SHOULD UNDERSTAND SUCH RISKS AND HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THEM FOR AN INDEFINITE PERIOD OF TIME AND THE ABILITY TO SUSTAIN THE LOSS OF ITS ENTIRE INVESTMENT. NO ASSURANCE CAN BE GIVEN THAT THE FUND'S INVESTMENT OBJECTIVE WILL BE ACHIEVED AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY ON A MONTHLY, QUARTERLY OR ANNUAL BASIS. AN INVESTOR'S INVESTMENT IN THE FUND SHOULD ONLY COMPRISE A PORTION OF THE INVESTOR'S PORTFOLIO AND SHOULD ONLY SERVE AS PART OF AN OVERALL INVESTMENT STRATEGY. SEE IN PARTICULAR SECTION 6 "*INVESTMENT CONSIDERATIONS AND RISK FACTORS*".

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, SHARES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFER AND SALE OF THE SHARES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. NO ACTION HAS BEEN OR WILL BE TAKEN TO PERMIT A PUBLIC OFFERING IN ANY JURISDICTION WHERE ACTION WOULD BE REQUIRED FOR THAT PURPOSE EXCEPT FOR THE REGISTRATION FOR MARKETING OF SHARES IN ACCORDANCE WITH THE PASSPORT PROVISIONS UNDER DIRECTIVE 2011/61/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 8 JUNE 2011 ON ALTERNATIVE INVESTMENT FUND MANAGERS, AS IMPLEMENTED IN THE NATIONAL LAWS OF THE EUROPEAN ECONOMIC AREA INCLUDING BY THE 2013 LAW IN LUXEMBOURG (COLLECTIVELY, THE "AIFMD") OR FOR A SUB-FUND THAT QUALIFIES AS AN ELTIF IN ACCORDANCE WITH THE PROVISIONS OF THE ELTIF REGULATION CONCERNING THE MARKETING OF SHARES. ACCORDINGLY, THE SHARES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND THIS PROSPECTUS MAY NOT BE DISTRIBUTED, IN ANY JURISDICTION, EXCEPT IN ACCORDANCE WITH THE LEGAL REQUIREMENTS APPLICABLE IN SUCH JURISDICTION. PERSONS OR ENTITIES ACQUIRING SHARES THAT ARE NOT ENTITLED TO HOLD SUCH SHARES WILL BE REQUIRED TO WITHDRAW THEIR INVESTMENTS IN FULL FROM THE FUND.

AUTHORISED INTERMEDIARIES WHICH OFFER, RECOMMEND OR SELL SHARES IN THE FUND MUST COMPLY WITH ALL LAWS, REGULATIONS AND REGULATORY REQUIREMENTS AS MAY BE APPLICABLE TO THEM. ALSO, SUCH INTERMEDIARIES SHOULD CONSIDER SUCH INFORMATION ABOUT THE FUND AS IS MADE AVAILABLE BY THE AIFM OR ANY INVESTMENT MANAGERS FOR THE PURPOSES OF THE EUROPEAN UNION'S PRODUCT GOVERNANCE REGIME UNDER DIRECTIVE 2014/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 15 MAY 2014 ON MARKETS IN FINANCIAL INSTRUMENTS, AS AMENDED ("MIFID II") INCLUDING, WITHOUT LIMITATION, TARGET MARKET INFORMATION.

INVESTORS DOMICILED IN OR WITH A REGISTERED OFFICE IN THE EEA ("EEA INVESTORS") SHOULD NOTE THAT THE REFERENCE TO "FUND" IS TO A REFERENCE TO A SINGLE LEGAL ENTITY INCORPORATED AS AN UMBRELLA FUND COMPRISED OF SEPARATE SUB-FUNDS WHICH CONSTITUTE A NUMBER OF POTENTIAL COLLECTIVE INVESTMENT UNDERTAKINGS OR OTHER UNDERTAKINGS, SHARES OF WHICH MAY BE MARKETED PURSUANT TO THIS PROSPECTUS, EACH OF WHICH MAY BE A SEPARATE AIF FOR THE PURPOSES OF THE AIFMD OR MAY NOT BE SUBJECT TO THE AIFMD. NOTHING HEREIN SHOULD BE CONSTRUED AS AN OFFER OR SOLICITATION OR AS MARKETING OF ANY AIF IN THE EEA, SAVE IN CIRCUMSTANCES WHERE SUCH AIF IS PERMITTED TO BE MARKETED IN ACCORDANCE WITH THE AIFMD. IT IS INTENDED THAT ANY MARKETING OF THE SHARES WILL BE CONDUCTED IN ACCORDANCE WITH THE 2013 LAW, UNDER THE AIFMD MARKETING PASSPORT OF THE AIFM OR UNDER THE MARKETING PROVISIONS UNDER THE ELTIF REGULATION.

THE FUND IS SUITABLE FOR BOTH RETAIL AND PROFESSIONAL INVESTORS IN THE EEA WHO ARE ELIGIBLE INVESTORS AS DEFINED IN THIS PROSPECTUS AND SEEKING TO ACHIEVE INVESTMENT OBJECTIVES WHICH ALIGN WITH THOSE OF THE RELEVANT SUB-FUND IN THE CONTEXT OF SUCH INVESTOR'S OVERALL PORTFOLIO. U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT, "U.S. PERSONS") WILL NOT BE PERMITTED TO OWN THE SHARES AND TRANSFERS OF SHARES TO U.S. PERSONS IS PROHIBITED. IF A SHAREHOLDER BECOMES A U.S. PERSON, THAT SHAREHOLDER WILL BE REQUIRED TO REDEEM ITS SHARES. THE TERM "U.S. PERSONS" ALSO INCLUDES, FOR THE PURPOSES OF THIS PROSPECTUS, ANY PERSON WHO IS NOT A NON-UNITED STATES PERSON, AS DEFINED IN CFTC RULE 4.7.

A KEY INFORMATION DOCUMENT, IN COMPLIANCE WITH THE RELEVANT PROVISIONS OF THE PRIIPS REGULATION, AND THE COMMISSION DELEGATED REGULATION (EU) NO. 2017/653 OF 8 MARCH 2017 SUPPLEMENTING REGULATION (EU) NO 1286/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL ON KEY INFORMATION DOCUMENTS FOR PRIIPS, WILL BE PUBLISHED FOR EACH SHARE CLASS AVAILABLE TO PROSPECTIVE RETAIL INVESTORS. KEY INFORMATION DOCUMENTS ARE PROVIDED TO PROSPECTIVE RETAIL INVESTORS IN GOOD TIME PRIOR TO THEIR SUBSCRIPTION IN THE FUND. THEY ARE (I) PROVIDED TO THE RETAIL INVESTOR USING A DURABLE MEDIUM OTHER THAN PAPER OR (II) AVAILABLE ON THE BLACKROCK WEBSITE AND (III) CAN BE OBTAINED IN PAPER FORM FREE OF CHARGE UPON REQUEST FROM THE AIFM.

EACH INVESTOR MAY REQUEST TO OBTAIN ANY ADDITIONAL INFORMATION TO THE EXTENT NECESSARY TO VERIFY THE INFORMATION CONTAINED HEREIN. IT IS EXPECTED THAT SUCH INFORMATION WILL BE PROVIDED TO ANY SUCH INVESTOR TO THE EXTENT SUCH INFORMATION IS IN THE FUND REPRESENTATIVES' POSSESSION OR REPRESENTATIVES CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, AND SUBJECT AT ALL TIMES TO ANY CONFIDENTIALITY RESTRICTIONS.

PRIOR TO PURCHASING SHARES, EACH INVESTOR WILL BE PROVIDED WITH THE SUBSCRIPTION FORM AND THE ARTICLES, WHICH TOGETHER WITH THIS PROSPECTUS CONTAIN THE TERMS RELATING TO AN INVESTMENT IN THE FUND AND THE OFFERING OF THE SHARES. PRIOR TO PURCHASING SHARES, INVESTORS SHOULD CAREFULLY CONSIDER EACH OF THESE DOCUMENTS, THIS PROSPECTUS, INCLUDING THE DISCLOSURE REGARDING INVESTMENT CONSIDERATIONS AND RISK FACTORS AND CONFLICTS OF INTEREST INHERENT IN AN INVESTMENT IN THE FUND. THIS PROSPECTUS CONTAINS SUMMARIES, BELIEVED TO BE ACCURATE, OF CERTAIN TERMS OF THE ARTICLES OF THE FUND, THE SUBSCRIPTION FORM AND THE OTHER DOCUMENTS REFERENCED HEREIN. HOWEVER, THE DISCUSSIONS SET FORTH IN THIS PROSPECTUS DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO AND QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ARTICLES, THE SUBSCRIPTION FORM AND THE OTHER DOCUMENTS REFERENCED HEREIN.

THE REFERENCE CURRENCY OF THE FUND IS EUROS. ACCORDINGLY, ALL REFERENCES TO "EUR" OR "€" HEREIN REFER TO EUROS.

CERTAIN INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM PUBLISHED SOURCES AND FROM THIRD PARTIES, INCLUDING, MARKET FORECASTS, INTERNAL AND EXTERNAL SURVEYS, MARKET RESEARCH, PUBLICLY AVAILABLE INFORMATION AND INDUSTRY PUBLICATIONS. IN ADDITION, CERTAIN INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM COMPANIES IN WHICH INVESTMENTS HAVE BEEN MADE BY ENTITIES AFFILIATED WITH ANY INVESTMENT MANAGERS. ALTHOUGH SUCH INFORMATION IS BELIEVED TO BE RELIABLE FOR THE PURPOSES USED HEREIN, NONE OF THE FUND, THE BOARD, ANY OF ITS DULY AUTHORISED DELEGATES, ANY INVESTMENT MANAGERS, THE AIFM OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, PARTNERS, SHAREHOLDERS, AFFILIATES OR AGENTS ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SIMILARLY, INTERNAL SURVEYS, FORECASTS OR MARKET RESEARCH, WHILE BELIEVED TO BE RELIABLE, HAVE NOT BEEN INDEPENDENTLY VERIFIED AND NONE OF THE FUND, THE BOARD, ANY OF ITS DULY AUTHORISED DELEGATES, ANY INVESTMENT MANAGERS, THE AIFM OR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATION AS TO THE ACCURACY OF SUCH INFORMATION. THIS PROSPECTUS CONTAINS OPINIONS, WHICH ARE EXPRESSED AS OF THE DATE HEREOF AND MAY CHANGE AS SUBSEQUENT CONDITIONS VARY. IN CONSIDERING THE PRIOR PERFORMANCE INFORMATION CONTAINED IN THIS PROSPECTUS, OR ANY HYPOTHETICAL "NET" PERFORMANCE INFORMATION, INVESTORS SHOULD UNDERSTAND THAT SUCH INFORMATION INDICATED HEREIN IS NEITHER A GUARANTEE NOR INDICATIVE OF THE FUTURE PERFORMANCE OR INVESTMENT RETURNS OF THE FUND AND ACTUAL EVENTS OR CONDITIONS MAY NOT BE CONSISTENT WITH, AND MAY DIFFER MATERIALLY FROM, HISTORICAL, FORECASTED OR MODELED EVENTS OR CONDITIONS. THERE CAN BE NO ASSURANCE THAT THE FUND WILL ACHIEVE COMPARABLE RESULTS OR BE ABLE TO AVOID LOSSES.

THE AIFM IS REQUIRED PURSUANT TO THE AIFMD TO MAKE AVAILABLE TO INVESTORS IN THE FUND CERTAIN INFORMATION PRESCRIBED BY THE AIFMD. WITH THE EXCEPTION OF SUCH INFORMATION, THE AIFM ASSUMES NO RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS PROSPECTUS.

THE INFORMATION CONTAINED IN THIS PROSPECTUS IS SUPPLEMENTED BY THE ARTICLES. THE INVESTORS WILL, UPON REQUEST, BE SENT THE ARTICLES OR CAN CONSULT THEM AT THE REGISTERED OFFICE OF THE FUND.

INFORMATION CONTAINED IN THIS PROSPECTUS HAS BEEN PREPARED ON THE ASSUMPTION THAT THE LEGAL AND TAX STRUCTURES REQUIRED TO CONDUCT THE ACTIVITY OF THE FUND WILL HAVE BEEN FULLY IMPLEMENTED, AND THAT ALL REGULATORY, TAX AND OTHER FILINGS AND RELEVANT CLEARANCES WILL HAVE BEEN FULLY OBTAINED PRIOR TO THE INITIAL CLOSING DATE (AS REQUIRED).

CERTAIN INFORMATION CONTAINED IN THIS PROSPECTUS CONSTITUTES "FORWARD-LOOKING STATEMENTS", WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS "MAY", "WILL", "SHOULD", "EXPECT", "ANTICIPATE", "PROJECT", "ESTIMATE", "INTEND", "CONTINUE", "TARGET", "BELIEVE", THE NEGATIVES THEREOF, OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. DUE TO VARIOUS RISKS AND UNCERTAINTIES INHERENT IN THE CAPITAL MARKETS OR OTHERWISE FACING THE ASSET MANAGEMENT INDUSTRY, INCLUDING THOSE SET FORTH IN SECTION 6 "*INVESTMENT CONSIDERATIONS AND RISK FACTORS*", ACTUAL EVENTS OR RESULTS OR THE ACTUAL PERFORMANCE OF THE FUND MAY DIFFER MATERIALLY FROM THOSE REFLECTED OR CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. THE USE OF THE WORD "INCLUDING" HEREIN SHALL NOT BE CONSIDERED TO LIMIT THE PROVISION WHICH IT MODIFIES BUT INSTEAD SHALL MEAN "INCLUDING, WITHOUT LIMITATION".

ALL OF THE STATEMENTS AND INFORMATION CONTAINED IN THIS PROSPECTUS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THESE AGREEMENTS AND LEGAL DOCUMENTS, COPIES OF WHICH WILL BE PROVIDED TO INVESTORS UPON REQUEST, AND WHICH SHOULD BE CAREFULLY REVIEWED FOR INFORMATION CONCERNING THE SHARES AND THE RIGHTS AND OBLIGATIONS OF INVESTORS IN THE FUND.

DATA PROTECTION

THE FUND, THE AIFM AND THE INVESTMENT MANAGERS ARE SUBJECT TO LAWS RELATING TO THE USE OF PERSONAL DATA, INCLUDING, WHERE APPLICABLE, THE EU GENERAL DATA PROTECTION REGULATION N°2016/679 (THE "GDPR") AND THE LUXEMBOURG DATA PROTECTION LAWS (INCLUDING THE LAW OF 1ST AUGUST 2018 ORGANISING THE NATIONAL COMMISSION FOR DATA PROTECTION AND THE GENERAL SYSTEM ON DATA PROTECTION) (COLLECTIVELY THE "DATA PROTECTION LAWS"). WHEN SUBSCRIBING FOR SHARES, AND AT OTHER TIMES, INVESTORS MAY PROVIDE PERSONAL DATA RELATING TO THEMSELVES (WHERE THEY ARE INDIVIDUALS) OR TO INDIVIDUALS CONNECTED TO THEM (WHERE THEY ARE LEGAL ENTITIES) INCLUDING DIRECT AND INDIRECT BENEFICIAL OWNERS, DIRECTORS, EMPLOYEES, CONTACT PERSONS, INTERMEDIARIES, AGENTS, OFFICERS, RELATIONSHIP MANAGERS AND OTHER AUTHORISED INDIVIDUALS (COLLECTIVELY "INDIVIDUALS"). SUCH PERSONAL DATA WILL BE PROCESSED BY THE FUND AND THE AIFM, EACH AS DATA CONTROLLER (THE "DATA CONTROLLER") IN ACCORDANCE WITH THE DATA PROTECTION LAWS AND THE BLACKROCK CLIENT AND VENDOR PRIVACY NOTICE WHICH CAN BE FOUND AT HTTPS://WWW.BLACKROCK.COM/CORPORATE/COMPLIANCE/PRIVACY-POLICY (THE "PRIVACY NOTICE"), WHICH MAY BE UPDATED FROM TIME TO TIME.

THE PRIVACY NOTICE PROVIDES FURTHER INFORMATION REGARDING THE FOLLOWING MATTERS IN RELATION TO DATA PROTECTION:

- DETAILS ON THE PERSONAL INFORMATION WHICH CONSTITUTES PERSONAL DATA WITHIN THE MEANING OF THE GDPR, WHICH THE INDIVIDUAL MAY NEED TO PROVIDE THE FUND OR ITS DELEGATES ACTING ON ITS BEHALF (THE "PERSONAL DATA");
- IDENTIFICATION OF THE ENTITIES WHICH MAY ACT AS DATA CONTROLLER OR PROCESSOR IN RESPECT OF THIS PERSONAL DATA;

- DESCRIPTION OF THE LAWFUL PURPOSES FOR WHICH AND THE LAWFUL BASIS UPON WHICH THE PERSONAL DATA MAY BE USED;
- DETAILS ON TRANSFERS OF PERSONAL DATA TO THIRD PARTIES; AND
- AN OUTLINE OF THE VARIOUS DATA PROTECTION RIGHTS OF INDIVIDUALS UNDER THE GDPR.

THE INVESTOR UNDERTAKES AND GUARANTEES TO PROCESS AND SUPPLY PERSONAL DATA IN ACCORDANCE WITH THE DATA PROTECTION LAWS, INCLUDING, WHERE APPROPRIATE, MAKING ALL INDIVIDUALS AWARE OF THE PRIVACY NOTICE.

CERTAIN US LAW CONSIDERATIONS

THE SHARES HAVE NOT BEEN FILED WITH, REGISTERED, APPROVED BY OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC").

THE FUND WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "U.S. INVESTMENT COMPANY ACT").

**THE SHARES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE DIRECTLY OR INDIRECTLY OFFERED OR SOLD IN THE UNITED STATES OR ANY OF ITS TERRITORIES OR POSSESSIONS OR AREAS SUBJECT TO ITS JURISDICTION OR TO OR FOR THE BENEFIT OF A U.S. PERSON.**

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II. SCHEDULES

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## 1. INTRODUCTION

BlackRock Private Markets, a Luxembourg public limited company (*société anonyme*) (the "Fund"), is an umbrella structure comprising separate Sub-Funds with segregated liability.

Each Sub-Fund will be made up of a separate portfolio of investments maintained and invested in accordance with the investment objectives applicable to such Sub-Fund, as set out in the relevant schedule to this Prospectus ("Schedule"). The Fund is offering separate classes of Shares, each representing interests in a Sub-Fund.

This Prospectus is an offering document provided to Investors to describe the key features of, and the key terms of an investment in, a specific Sub-Fund. The general section of this Prospectus (i.e., the Prospectus other than the Schedules, for the purposes of this paragraph, the "General Section"), describes key features and terms that are applicable to the Fund generally and, in turn, each of the Sub-Funds. Each Schedule describes key features and terms that are specific to a particular Sub-Fund. Each Schedule is not intended to be complete and is qualified in its entirety by the terms of the Articles, the Subscription Form and the terms of the General Section. Accordingly, to understand in full the terms of an investment in a Sub-Fund and before making any investment decision, Investors should carefully review not only the relevant Schedule, but also the General Section, the Articles and the Subscription Form.

In the event that the description in, or terms of, this Prospectus are inconsistent with, or contrary to, the Articles and/or the Subscription Form, the Articles and/or Subscription Form will prevail.

Section 4 "*Definitions*" contains certain defined terms used throughout this Prospectus.

Investors are urged to carefully consider Section 6 "*Investment Considerations and Risk Factors*" and the Sub-Fund specific information set out in the relevant Schedule prior to making an investment decision.

### 1.1 Structure

The Fund is sponsored by BlackRock, Inc. (together with its affiliates and subsidiaries, "BlackRock"), the world's largest publicly traded investment management firm.

The Fund is a Luxembourg public limited company *(société anonyme)* in the form of an investment company with variable capital *(société d'investissement à capital variable).* The Fund is subject to Part II of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended or supplemented (the "2010 Law"). The Fund has been authorised by the CSSF.

The Fund is registered with the Luxembourg Trade and Companies Register under number B289320. The latest version of the Articles dated 6 September 2024 was published in the *Recueil électronique des sociétés et associations* ("RESA"), the central electronic platform of the Grand Duchy of Luxembourg.

The Fund is a single legal entity incorporated as an umbrella fund comprised of separate Sub-Funds. Shares in the Fund are shares in a specific Sub-Fund. The Fund may issue Shares of different Share Classes in each Sub-Fund. Such Share Classes may each have specific characteristics. Certain Share Classes may be reserved to certain categories of Investors. Investors should refer to the Schedule for the relevant Sub-Fund for further information on the characteristics of Share Classes.

An illustrative structure chart for the Fund is set out in Section 14 "*Illustrative Fund Structure Chart*".

1.2 **Sub-Funds**

As at the date of this Prospectus, the Fund has the following Sub-Funds:

1. BlackRock Multi Alternatives Growth Fund
2. BlackRock Private Equity Fund

Further details of each Sub-Fund are set out in the applicable Schedule. The Fund may establish further Sub-Funds in the future.

## 2. THE FUND

2.1 **Investment Objective and Strategies**

The investment objective and investment strategy of each Sub-Fund is set out in the applicable Schedule and, with regard to a Sub-Fund that qualifies as an ELTIF, will be in compliance with the ELTIF Regulation.

In addition to its investment objective and investment strategy, each Sub-Fund's specific investment restrictions, if any, are referred to in the relevant Schedule. Any change of a Sub-Fund's investment objective, strategy or restrictions will be made in accordance with, and reflected in, the relevant Schedule.

2.2 **Term**

The Fund has been set up for an unlimited term. The term of each Sub-Fund is set out in the applicable Schedule.

2.3 **Summary of Key Terms of the Fund**

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| **Board of Directors** | The board of directors of the Fund (the "Board") is vested with the broadest powers to act on behalf of the Fund and to take any actions necessary or useful to fulfil the Fund's corporate purpose, subject to the powers expressly assigned by law or the Articles to the general meeting of Shareholders.<br><br>The Board is responsible for conducting the overall management and business affairs of the Fund in accordance with the Articles. In particular, the Board is responsible for defining the operation and investment objective and policy of the Fund and its risk profile, subject to the principle of risk diversification, and for the overall supervision of the management and administration of the Fund, but including the selection and supervision of the AIFM and the general monitoring of the performance and operations of the Fund.<br><br>The Board has appointed the AIFM to perform portfolio management and risk management functions in respect of the Fund, as described below. |

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| **AIFM** | The Board has appointed BlackRock (Luxembourg) S.A. (the "AIFM") as the external alternative investment fund manager of the Fund. The Board may appoint any of BlackRock's Affiliates as the replacement alternative investment fund manager of the Fund from time to time. The AIFM is responsible for portfolio management and risk management of the Fund in accordance with the requirements of the AIFMD and pursuant to the AIFM Agreement. The AIFM is authorised and regulated by the CSSF. The AIFM is also authorised to manage each of the Sub-Funds. |
| **Investment Managers** | The AIFM may delegate day to day portfolio management duties in relation to any of its Sub-Funds to one or more investment managers which are BlackRock Entities (each, an "Investment Manager").<br><br>The duties entrusted to an Investment Manager pursuant to the relevant Investment Management Agreement shall be exercised and performed by such Investment Manager at all times subject to the overall direction and control of the AIFM.<br><br>An Investment Manager or its successors may be removed by the AIFM in accordance with the terms of the relevant Investment Management Agreement.<br><br>An Investment Manager may sub-delegate all or part of its functions in connection with the relevant Sub-Fund(s) subject to the consent of the AIFM. Any such sub-delegates shall be at all times subject to the overall direction and control of the relevant Investment Manager.<br><br>An Investment Manager may appoint one or more advisors to carry out certain advisory functions in connection with the relevant Sub-Fund(s) subject to the consent of the AIFM. Any such advisors shall be at all times subject to the overall direction and control of the relevant Investment Manager. |
| **Operational Adjustments in relation to Shares Subscription** | In the case of any Shareholder that fails to make any payment in full, when due, or in the case of any operational error in connection with the subscription for Shares (for example, indicating an incorrect number of Shares), the Board and its duly authorized delegates may decide, in their sole discretion, the action to be undertaken with respect to any such Shareholder to the maximum extent permitted by the applicable law, including, *inter alia*, the procedure for a compulsory redemption, and any other procedure as further set out in the relevant Schedule. |
| **Expenses** | Expenses related to each Sub-Fund of the Fund will generally be allocated by the Board to the relevant Sub-Funds. Expenses related to the organisation of, and offering of Shares in, the Fund may be pooled together and allocated among the Sub-Funds where the Board deems it appropriate and in such manner as may be determined by the Board, in its discretion (including, without limitation, based on the estimated capital of each Sub-Fund). The foregoing organisation and offering expenses may be amortised in accordance with the Schedules. All other expenses related to the Fund will be allocated among and borne by the Sub-Funds in such manner as is determined equitable by the Board, using such methodologies as are selected, and such estimates as are determined, in good faith by the Board in its reasonable discretion. Such methodologies may vary based on the type of expense being allocated, an estimate of the relative benefit afforded to each of the sub-funds from incurring such expense, or such other factors as are determined by the Board, in its sole discretion. |

Without limiting the generality of the foregoing, the Board may pool a certain type of expense incurred in respect of the Fund and allocate such expense using a particular methodology that may result in one or more Sub-Funds bearing a higher amount of such expense than had a different methodology been applied. In addition, certain type of expenses relating to a specific Share Class within a Sub-Fund may be pooled together and allocated by the Board to the relevant Share Class of such Sub-Fund.

The Board may make adjustments to such allocations and to the methodologies used in making such allocations at any time during the term of the Fund (including to decrease or increase any such allocations or prior allocations), if such adjustments are determined by the Board in its good faith discretion, to be more fair and equitable. As a result, any Sub-Fund (or any Share Class within a Sub-Fund, as applicable) may be allocated an increased amount of expenses a significant period of time after such expenses have been incurred and such expenses may not be reflected in the financial statements of the Sub-Fund prior to the time such are allocated.

**Amendments**

Unless otherwise indicated in the Schedules, this Prospectus may be amended with the consent of the Board subject to the prior approval of the CSSF.

In accordance with, and to the extent required by, applicable laws and regulations, notably Circular 14/591, the Shareholders in the relevant Sub-Fund will be informed about the amendments to this Prospectus and, where required, will be given at least one (1) month prior notice of any proposed material changes in order to arrange for the redemption of their Shares, without any repurchase or redemption charge, should they communicate their objection to such proposed material changes to the Board in writing prior to the expiry of such notice period. Such redemption requests will be treated equally together with other accepted redemption requests subject to the application of any redemption limits and other conditions provided for in this Prospectus or in the relevant Schedule.

Notwithstanding the foregoing, (a) this Prospectus may be amended in the manner and for the purposes set forth herein, including by the Board in its discretion without the approval of any other person in order to effect (i) a non-material change; (ii) a change which does not adversely affect the rights granted to, or obligations imposed on, the Shareholders of each Sub-Fund in any material respect; or (iii) a change that is necessary or advisable, as determined by the Board in its discretion, to comply with any law, rule, regulation, regulatory technical standards, or directive applicable to BlackRock, its Affiliates or the Fund; and (b) the terms of a Sub-Fund may be amended separately in accordance with the terms applicable to such Sub-Fund.

**Letter Agreements**

The Fund, the AIFM and/or an Investment Manager may, to the extent consistent with applicable laws and the fiduciary duties of the Board, the AIFM and relevant Investment Manager, enter into arrangements with certain Shareholders that have the effect of altering or supplementing the terms on which such Shareholders hold Shares in the Fund or a specific Sub-Fund (each, a "Letter Agreement"), including arrangements with respect to waivers or reductions of any management fee, performance fee, incentive fee, profit share and/or carried interest (as applicable); the circumstances under which involuntary withdrawals from the Fund or a specific Sub-Fund may be

required; "most favoured nation" rights (i.e., the right to receive favourable rights or economic arrangements that may be afforded to other Investors); the redemption of a Shareholder's Shares; the right to receive reports from the Fund or a specific Sub-Fund on a more frequent basis or to receive reports that include information, including portfolio-level information, not provided to other Shareholders; consent rights; arrangements with respect to waivers of certain obligations, including indemnification obligations set forth in the applicable Shareholder's Subscription Form; and any other matter deemed appropriate by the Fund, the AIFM and/or an Investment Manager in their discretion. Such arrangements generally will be based on such factors as the size of a Shareholder's holding of Shares, a Shareholder's existing relationships with BlackRock or any particular regulatory, tax or legal considerations applicable to a Shareholder; provided, that each of the Fund, the Board, the AIFM and/or an Investment Manager may enter into such arrangements for any reason it deems necessary, advisable, desirable or convenient.

Similarly, the AIFM, an Investment Manager, the Principal Distributor and/or their respective Affiliates may, in their sole discretion and out of their own resources, without the recourse or cost to the Fund or a specific Sub-Fund, determine to make a rebate payment in respect of the payment of any fees charged in respect of any holding of Shares to any Investor or its distributors, authorised intermediaries or other agents and related to any subscriptions for, redemption or holdings of Shares. Rebates of any management fee or distribution fee will not exceed the amount of the management fee or distribution fee for each Sub-Fund as set out in the relevant Schedule and will vary depending on the Share Class. Rebates may not be available for all Share Classes. The terms of any rebate will be agreed between the AIFM, an Investment Manager, the Principal Distributor and/or their respective Affiliates and the relevant Investor from time to time. If so required by applicable laws and regulations, the Investor shall disclose to any underlying clients the amount of any rebate on the fees it receives from the AIFM, an Investment Manager, the Principal Distributor and/or their respective Affiliates. Payment of such rebates is subject to the AIFM, an Investment Manager, and/or the Principal Distributor receiving their fees and charges from the relevant Sub-Fund. Investors should note that where such rebate arrangements have been entered between an Investment Manager, the Principal Distributor and/or their respective Affiliates, the Fund and/or the AIFM may not have control over such arrangements.

The entry in the Letter Agreements or similar arrangements by the Fund or by the AIFM, or an Investment Manager or their respective Affiliates in relation to the Fund will comply at all times with the principle of fair treatment of Investors and no preferential treatment shall be granted to Investors in the same Share Class, to the extent that such Share Class is marketed to Retail Investors. As a result, Investors may have different returns depending on any arrangements applicable to a given Shareholder's Shares in the Fund or applicable Sub-Fund. To the extent that compliance with any of the provisions of any Letter Agreement or similar arrangements would cause the Fund, the Board, the AIFM, an Investment Manager or any of their respective Affiliates to violate their respective fiduciary duties, where applicable, or obligations or to violate any applicable laws, any such non-compliance will not be deemed to be a breach of such Letter Agreement or similar arrangements.

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| **Indemnification and Exculpation** | None of the Board, its duly authorised delegates, the AIFM, any Investment Manager, any members of executive investment committees appointed by any Investment Managers, the Principal Distributor, any Distributors of Shares in the Fund and its Sub-Funds or any of their respective employees or affiliates (each, an "Indemnified Party") will be liable to the Fund or to the Investors for (among other things) any act or omission performed or omitted by them, or for losses due to the negligence of employees, brokers or other agents of the Fund, in the absence of their own fraud, wilful misconduct, gross negligence or bad faith, which in each case results in the Fund suffering a material financial disadvantage.<br><br>The Fund will indemnify the Indemnified Parties for any loss or damage incurred by any of them on behalf of the Fund or in furtherance of the objectives of the Fund or arising out of or in connection with the Fund, except for losses incurred by any of them arising from their own fraud, wilful misconduct, gross negligence or bad faith. Please also see Section 6 "*Investment Considerations and Risk Factors*" and Section 13 "*Conflicts of Interest".* |
| **Auditors** | The Fund has appointed PricewaterhouseCoopers (*société cooperative*) Luxembourg to serve as independent auditor for the Fund. |
| **Administrator** | The Fund has appointed State Street Bank International GmbH, Luxembourg Branch to act as the administrator, registrar and transfer agent of the Fund. |
| **Corporate Secretary and Domiciliation Agent** | The Fund has appointed CSC Global Solutions (Luxembourg) S.à r.l. to act as the corporate secretary and domiciliation agent of the Fund. |
| **Depositary** | The depositary of the Fund is State Street Bank International GmbH, Luxembourg Branch.<br><br>With regard to a Sub-Fund that is an ELTIF, the depositary shall comply with requirements prohibiting discharge of liability and re-use of assets in accordance with the ELTIF Regulation. |
| **Principal Distributor** | BlackRock (Netherlands) B.V. or any of its affiliates appointed by the Fund as a Principal Distributor, may be engaged to identify eligible purchasers of Shares in the Fund and to facilitate the sale of the Shares. The Principal Distributor may appoint other Distributors, in its sole discretion, from time to time to find eligible purchasers for such Shares in accordance with the relevant appointing distribution agreement. |
| **Legal Counsel to the Fund, the AIFM and Their Affiliates** | Fried, Frank, Harris, Shriver & Jacobson (London) LLP (England and Wales), Fried, Frank, Harris, Shriver & Jacobson LLP (New York), Arendt & Medernach SA (Luxembourg) and Clifford Chance Partnerschaft mbB (Germany) have been retained by the Fund and its affiliates in connection with the formation of the Fund and do not and will not represent the Shareholders in connection with the formation of the Fund, the offering of Shares in the Fund, the management and operation of the Fund or any dispute which may arise between any Shareholder on the one hand and the Fund on the other hand. |

## 3. DIRECTORY

**The Fund**
BlackRock Private Markets
28, Boulevard F.W. Raiffeisen,
L-2411 Luxembourg
Grand Duchy of Luxembourg

**The Board**
Joanne Fitzgerald
Russell Leonard Proffitt-Perchard
Geoffrey Douglas Radcliffe
Stefano Attici

**AIFM***
BlackRock (Luxembourg) S.A.
35A, avenue John F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

**Investment Managers***
As set out in each Schedule

**Depositary**
State Street Bank International GmbH, Luxembourg Branch
49, avenue J.F. Kennedy
L – 1855, Luxembourg
Grand Duchy of Luxembourg

**Auditor**
PricewaterhouseCoopers, (*société cooperative*)
2, Rue Gerhard Mercator
L-1014 Luxembourg
Grand Duchy of Luxembourg

**Administrator**
State Street Bank International GmbH, Luxembourg Branch
49, avenue J.F. Kennedy
L-1855, Luxembourg
Grand Duchy of Luxembourg

**Corporate Secretary and Domiciliation Agent**
CSC Global Solutions (Luxembourg) S.à r.l.
28, Boulevard F.W. Raiffeisen,
L-2411 Luxembourg
Grand Duchy of Luxembourg

**Legal Counsels**

*In England*
Fried, Frank, Harris, Shriver & Jacobson (London) LLP
100 Bishopsgate
London EC2N 4AG
United Kingdom

*In the U.S.*
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
United States of America

*In Luxembourg*
Arendt & Medernach S.A.
41 A, avenue J.F. Kennedy
2082 Luxembourg
Grand Duchy of Luxembourg

*In Germany*
Clifford Chance Partnerschaft mbB
Junghofstraße 14
60311 Frankfurt am Main Germany

*BlackRock Affiliates

## 4. DEFINITIONS

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| **1915 Law** | the Luxembourg law of 10 August 1915 on commercial companies, as amended (in particular, articles 320-1 to 320-9). |
| **2004 Law** | the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended. |
| **2010 Law** | the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended. |
| **2013 Law** | the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended. |
| **2016 Law** | the Luxembourg law of 23 July 2016 on reserved alternative investment funds, as amended. |
| **Accumulating Shares** | has the meaning in Section 8.4 "*Dividend Distribution Policy*". |
| **Administrator** | State Street Bank International GmbH, Luxembourg Branch. |
| **Affiliates** | any person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person; provided that, with respect to BlackRock, it shall only include any person that is directly or indirectly wholly-owned by BlackRock and of which BlackRock controls the day-to-day activities.<br><br>The term "control" means (i) the legal or beneficial ownership of securities representing a majority of the voting power of any person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether by contract or otherwise. |
| **AIF** | an alternative investment fund, as defined in the AIFMD. |
| **AIFM** | BlackRock (Luxembourg) S.A. in its capacity as the external alternative investment fund manager of the Fund (or any successor thereto). |
| **AIFM Agreement** | the agreement between the Fund and the AIFM pursuant to which the Fund has appointed the AIFM to provide portfolio and risk management with respect to the Fund as an alternative investment fund manager, as amended. |
| **AIFMD** | Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers, as amended and including, where the context requires as (a) supplemented by the AIFMR, and (b) as transposed in the Grand Duchy of Luxembourg by the 2013 Law and in any other EEA member state by the corresponding national implementing measures. |
| **AIFMR** | Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as amended. |

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| **Allocation Policy** | has the meaning in Section 13 "*Conflicts of Interest*". |
| **AML/CTF Regulations** | means in particular the set of rules formed by (a) European Directives on the preventions of the use of the financial system for the purpose of money laundering and terrorist financing, as amended, and in line with the Financial Action Task Force (FATF) recommendations; (b) the 2004 Law; (c) the law of 19 December 2020 on the implementation of restrictive measures in financial matters, as amended; (d) the Grand-Ducal Regulation of 1 February 2010 providing details on certain provisions of the 2004 Law, as amended; (e) the CSSF Regulation 12-02 (f) the CSSF Circular 11/529 of 22 December 2011 on the risk analysis regarding the fight against money laundering and terrorist financing, as amended; (g) the CSSF Circular 21/782of 24 September 2021 on the adoption of the joint guidelines issued by the European Banking Authority (EBA) on money laundering and terrorist financing risk factors as complemented by the CSSF Circular 23/842; (h) the CSSF Circular 22/822 of 26 October 2022 including its annexes providing inter alia a list of jurisdictions which are under increased monitoring of the FATF and any amending and repealing CSSF Circular/annex related to such list and any further implementing regulations and CSSF circulars in the field of AML/CTF, adopted from time to time. |
| **Annual Report** | means the report issued by the Fund as of the end of each financial year in accordance with IFRS. |
| **Applicable Regulations** | means: (i) any current or future laws, rules, regulations, regulatory technical standards, or legal requirements applicable to BlackRock or the Fund, including under Luxembourg law; and (ii) any other current or future laws, rules, regulations or legal requirements applicable to BlackRock or the Fund including the U.S. Dodd-Frank Act. |
| **Articles** | the Fund's articles of association, as amended. |
| **Auditors** | PricewaterhouseCoopers, (*société cooperative*) or such other independent auditor (*réviseur d'entreprises agréé*) as the Board may select. |
| **BEPS** | Base Erosion and Profit Shifting. |
| **BEPS Action Plan** | OECD's Action Plan on BEPS. |
| **BlackRock** | BlackRock, Inc. and, where the context requires, BlackRock, Inc. and its Affiliates. |
| **BlackRock Accounts** | has the meaning in Section 13 "*Conflicts of Interest*". |
| **BlackRock Entity** or **BlackRock Entities** | has the meaning in Section 13 "*Conflicts of Interest*". |
| **Board** | means the board of directors of the Fund. |
| **Business Day** | means any day (other than a Saturday or Sunday) when banks are open in Luxembourg. |

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| **CFTC** | the United States Commodity Futures Trading Commission. |
| **Circular 02/80** | means Circular CSSF 02/80 on the specific rules applicable to Luxembourg undertakings for collective investment (UCIs) pursuing alternative investment strategies, as amended. |
| **Circular 14/591** | means Circular CSSF 14/591 on protection of investors in case of a material change to an open-ended undertaking for collective investment. |
| **Circular 24/856** | means Circular CSSF 24/856 on investor protection in case of NAV calculation errors, an instance of non-compliance with investment rules and other types of errors at UCI level, as may be amended from time to time. |
| **Circular IML 91/75** | means Circular IML 91/75 on the revision and remodelling of the rules to which Luxembourg undertakings governed by the Law of 30 March 1988 on UCI are subject, as amended. |
| **Client Accounts** | accounts for clients around the world, such as registered and unregistered funds and owners of separately managed accounts managed by BlackRock Entities, including funds and accounts in which BlackRock entities or their personnel have an interest. |
| **Corporate Secretary and Domiciliation Agent** | CSC Global Solutions (Luxembourg) S.à r.l. |
| **Corporate Secretary and Domiciliation Services Agreement** | the agreement between the Fund and the Corporate Secretary and Domiciliation Agent pursuant to which the Fund has appointed the Corporate Secretary and Domiciliation Agent to provide corporate secretarial and domiciliation services with respect to the Fund, as amended. |
| **CPO** | a commodity pool operator, as defined by the CFTC. |
| **CRS** | OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard. |
| **CRS Law** | has the meaning in Section 12.2(f). |
| **CSSF** | means the Luxembourg Supervisory Authority Of The Financial Sector *(Commission de Surveillance du Secteur Financier)* or its successor. |
| **CSSF Regulation 12-02** | CSSF Regulation No 12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, as amended by CSSF Regulation No 20-05 of 14 August 2020 amending CSSF Regulation No 12-02 of 14 December 2012 on the fight against money laundering and terrorist financing. |
| **DAC6** | has the meaning in Section 6.4. |
| **Depositary** | State Street Bank International GmbH, Luxembourg Branch. |
| **Depositary Agreement** | the depositary agreement entered into by the Fund, the AIFM and the Depositary with respect to the Fund, as amended. |
| **Distributing Shares** | has the meaning in Section 8.4 "*Dividend Distribution Policy*". |

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| **Distributors** | has the meaning given to it in Section 7.8. |
| **Dodd-Frank Act** | the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended. |
| **EEA** | European Economic Area as at the initial closing date of a Sub-Fund, together with, in each case, any additional members from time to time. |
| **Eligible Investors** | has the meaning given to it in Section 8.5. |
| **ELTIF** | means a European long-term investment fund within the meaning of the ELTIF Regulation, as may be amended or replaced from time to time. |
| **ELTIF Delegated Regulation** | means Commission Delegated Regulation (EU) 2024/2759 of 19 July 2024 supplementing Regulation (EU) 2015/760 of the European Parliament and of the Council with regard to regulatory technical standards specifying when derivatives will be used solely for hedging the risks inherent to other investments of the European long-term investment fund (ELTIF), the requirements for an ELTIF's redemption policy and liquidity management tools, the circumstances for the matching of transfer requests of units or shares of the ELTIF, certain criteria for the disposal of ELTIF assets, and certain elements of the costs disclosure. |
| **ELTIF Regulation** | means Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds, as amended, and including as supplemented by the ELTIF Delegated Regulation. |
| **Euro or EUR or €** | Euro. |
| **European Union** | the geographic area consisting of the members of the European Union at the initial closing date of a Sub-Fund, together with, in each case, any additional members from time to time. |
| **FATCA** | Sections 1471 through 1474 of the U.S. Internal Revenue Code and the U.S. Treasury regulations promulgated thereunder (together with any intergovernmental agreements entered into in respect thereof, including but not limited to the Model I intergovernmental agreement between the United States and Luxembourg signed on 28 March 2014 and implemented by the Luxembourg law dated 24 July 2015, as amended). |
| **FATCA Law** | has the meaning in Section 12.2(e). |
| **Fiscal Year** | has the meaning in Section 11.1 "*Reports and financial statements*". |
| **Fund** | BlackRock Private Markets. |
| **IFRS** | has the meaning in Section 11.1 "*Reports and financial statements*". |
| **Inside Information** | has the meaning in Section 13.3. |

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| **Investment** | an investment made (directly or indirectly) by the Fund. |
| **Investment Consultants** | has the meaning in Section 13.4. |
| **Investment Management Agreement** | the agreement between the AIFM and an Investment Manager pursuant to which the AIFM delegates day-to-day portfolio duties in respect of one or more Sub-Funds to an Investment Manager, each as amended. |
| **Investment Manager** | an investment manager to which the AIFM will delegate day to day portfolio management duties in respect of one or more Sub-Funds. |
| **Investors** | means the Eligible Investors wishing to subscribe or subscribing directly or indirectly for Shares in the Sub-Fund, as the context requires. |
| **IRS** | the U.S. Internal Revenue Service. |
| **Luxembourg Reporting Financial Institution** | has the meaning given to it in the FATCA Law and the CRS Law. |
| **Luxembourg Trade and Companies Register** | the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés*). |
| **MiFID II** | Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended and including, where the context requires, as it has effect in UK law. |
| **MiFIR** | Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended and including, where the context requires, as it has effect in UK law. |
| **Net Asset Value** or **NAV** | as the context indicates, the net asset value of the Fund, a Sub-Fund, a Share Class or per Share determined in accordance with the provisions of this Prospectus. |
| **OECD** | the Organization for Economic Co-operation and Development. |
| **Offshore Funds Regulation** | has the meaning in Section 12.3 "*United Kingdom*". |
| **Principal Distributor** | has the meaning given to it in Section 7.8. |
| **Professional Investor** | means an Investor which is considered to be a professional investor, or may, on request, be treated as a professional investor in accordance with annex II of MiFID II. |
| **Prospectus** | this prospectus together with any Schedule and any annexes, supplements or other schedules hereto. |
| **Relevant Replacement** | means a replacement of the AIFM by a person other than an Affiliate of BlackRock. |
| **Retail Investor** | means an Investor that is not a Professional Investor. |

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| **Schedule** | means any schedule to this Prospectus governing the terms and conditions of a Sub-Fund. |
| **SEC** | the U.S. Securities and Exchange Commission. |
| **Securities Act** | the U.S. Securities Act of 1933, as amended. |
| **SFDR** | Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended. |
| **SFTR** | Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse, as amended. |
| **Share Class** | a class of Shares of a Sub-Fund, as further described in the relevant Schedule. For the purpose of this Prospectus, each Sub-Fund shall be deemed to compromise at least one Share Class. |
| **Shareholder** | any person holding the Shares in a Sub-Fund and being registered as a shareholder in the register of Shares of the Sub-Fund. |
| **Shares** | shares in a Sub-Fund (or, if used in singular form, a share in the Sub-Fund). |
| **Sub-Fund** | a sub-fund of the Fund, as described in detail in the relevant Schedule. |
| **Subscription Form** | means any form and other document (including, for the avoidance of doubt, any account opening form) acceptable to the Board, in its sole discretion, to allow an Investor to subscribe for Shares. |
| **Sustainability Risk** | means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investments made by a Sub-Fund. |
| **Targeted Financial Sanctions** | means the financial sanctions regime including both asset freezing and prohibitions to prevent funds or other assets from being made available, directly or indirectly, for the benefit of designated persons and entities, as imposed by i) the European Union, ii) Luxembourg, iii) the United Nations, iv) the United States, including the Office of Foreign Assets Control (OFAC), and if applicable, v) the United Kingdom, including the Office of Financial Sanctions Implementation (OFSI). |
| **Taxonomy Regulation** | means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended. |
| **TIOPA 2010** | has the meaning in Section 12.3 "*United Kingdom*". |
| **UCI** | undertaking for collective investment. |
| **UK AIFM Regulations** | means the United Kingdom Alternative Investment Fund Managers Regulations 2013 and supplemental measures |

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| | relating thereto, including rules contained in the FCA handbook of rules and guidance, each as amended. |
| **U.S.** or **United States** | the United States of America. |
| **U.S. Advisers Act** | the U.S. Investment Advisers Act of 1940, as amended. |
| **U.S. Dollar or USD or $** | United States Dollars. |
| **U.S. Internal Revenue Code** | the U.S. Internal Revenue Code of 1986, as amended. |
| **U.S. Investment Company Act** | the U.S. Investment Company Act of 1940, as amended. |
| **U.S. Persons** | means persons that are U.S. persons (as defined in Regulation S under the Securities Act) and that are not Non-United States persons (as defined in CFTC Rule 4.7). |
| **U.S. Treasury Regulations** | the U.S. Treasury regulations promulgated under the U.S. Internal Revenue Code. |

## 5. INVESTMENT OBJECTIVE AND STRATEGIES

The Board has determined the investment objective and investment strategy of each of the Sub-Funds as described in the Schedules. The Board may also impose investment restrictions or guidelines in respect of any Sub-Fund, as described in the Schedules. There can be no assurance that the investment objective of any Sub-Fund will be attained.

Pursuit of the investment objective and investment strategy of any Sub-Fund must be in compliance with the limits and restrictions set out in this section and in the relevant section of the Schedule. In case of discrepancies, the rules and limits of the Schedule shall prevail.

### 5.1 Risk Diversification Limits

The investment restrictions applicable to a Sub-Fund will be set out in the relevant Schedule based on the investment strategy of the Sub-Fund. To the extent applicable, the investment restrictions will be in compliance with the 2010 Law, the applicable CSSF circulars (in particular Circular IML 91/75 and CSSF Circular 02/80) and all applicable laws and regulations.

*Investments in other UCIs*

Unless otherwise stated in the Schedules, investments in other UCIs are subject to the following provisions:

(i) Up to twenty percent (20%) of the net assets of each Sub-Fund may be invested in the securities of the same UCI. However, in applying this limit each sub-fund of a multiple sub-fund UCI will be considered as a separate UCI, provided that no cross-liability exists between the sub-funds.

(ii) Up to one hundred percent (100%) of the shares or units issued by a multiple sub-fund UCI.

(iii) More than 50% of the units of a target UCI may be held by a Sub-Fund, provided that, if the target UCI is a UCI with multiple sub-funds, the investment in the target UCI must represent less than 50% of the net assets of such Sub-Fund.

*Short selling*

These restrictions are not applicable to the acquisition of units of open-ended target UCIs if such target UCIs are subject to risk diversification requirements comparable to those applicable to UCIs which are subject to Part II of the 2010 Law and if such target UCIs are subject in their home country to a permanent supervision by a supervisory authority set up by law in order to ensure the protection of investors.

Unless otherwise stated in the Schedules, short selling may be carried out subject to the following rules:

(i) The aggregate commitment in terms of short selling may not exceed fifty percent (50%) of the net assets of each Sub-Fund.

(ii) The counterparty risk per lender may not exceed twenty percent (20%) of the net assets of each Sub-Fund.

(iii) Up to ten percent (10%) of the net assets of each Sub-Fund may be invested in short positions of unlisted securities, provided that such securities are highly liquid.

(iv) Not more than ten percent (10%) of the same type of securities issued by the same issuer may be sold short.

(v) Short positions on securities issued by the same body may not exceed ten percent (10%) of the assets and/or the commitment on such securities may not exceed five per cent (5%) of the assets.

*Long positions*

Unless otherwise stated in the Schedules, long positions must meet the following criteria:

(i) Up to ten percent (10%) of the net assets of each Sub-Fund may be invested in unlisted transferable securities.

(ii) No more than ten percent (10%) of the same type of securities issued by the same entity may be acquired.

(iii) Exposure to a single issuer may not exceed twenty percent (20%) of the net assets of each Sub-Fund.

These restrictions do not apply to investments in other UCIs and securities issued or guaranteed by an OECD Member State or by its local authorities or by supranational bodies or organisations of the European Union, regional or worldwide nature.

*Benchmarks*

The Fund does not intend to use any benchmark for purposes of the requirements of Regulation (EU) No 2016/1011 of the European Parliament and Council of 6 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, as amended.

Notwithstanding the risk diversification limits set out in this Section 5.1 "*Risk Diversification Limits*", the Schedule relating to a particular Sub-Fund may set out: (i) a specific period of time by which that Sub-Fund must comply with the above risk diversification limits following the first closing of such Sub-Fund; and (ii) that the relevant Sub-Fund is not obligated to comply with the above risk diversification limits during the liquidation/realisation period of that Sub-Fund.

The Sub-Fund(s) further have to comply with the risk diversification limits and eligible asset requirements of the specific Schedule including, where the relevant Sub-Fund is an ELTIF, those required in accordance with the ELTIF Regulation.

5.2 **SFTR**

*General*

Unless otherwise stated in the Schedules, Securities Financing Transactions ("SFTs") such as securities lending, repurchase transactions, total return swaps ("TRS") and contracts for difference ("CFDs") may be used by Sub-Funds (subject to their respective investment objective and strategy and applicable laws and regulations): (i) for hedging purposes only in accordance with the ELTIF Regulation in the case of Sub-Funds which are ELTIFs; and (ii) for efficient portfolio management purposes and/or to help meet the investment objective of the Sub-Fund, in the case sub-funds which are not ELTIFs.

TRS involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments. Sub-Funds may enter into swaps as either the payer or receiver of payments under such swaps.

CFDs are similar to swaps and may also be used by the Sub-Funds. A CFD is an agreement between a buyer and a seller stipulating that the seller will pay the buyer the difference between the

current value of a security and its value when the contract is made. If the difference turns out to be negative, the buyer pays the seller.

SFTs are defined as:

(a) repurchase transaction (which means a transaction governed by an agreement by which a counterparty transfers securities, commodities, or guaranteed rights relating to title to securities or commodities where that guarantee is issued by a recognised exchange which holds the rights to the securities or commodities and the agreement does not allow a counterparty to transfer or pledge a particular security or commodity to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities or commodities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities or commodities and a reverse repurchase agreement for the counterparty buying them);

(b) securities lending and securities borrowing (which means transactions governed by an agreement by which a counterparty transfers securities, or guaranteed rights relating to title to securities where that guarantee is issued by a recognised exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them);

(c) buy-sell back transaction or sell-buy back transaction (which means transactions by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities or commodities, agreeing, respectively, to sell or to buy back securities, commodities or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities, commodities or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy-sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse-repurchase agreement); and

(d) margin lending transaction (which means a transaction in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, but not including other loans that are secured by collateral in the form of securities).

The types of assets that may be subject to SFTs, TRS and CFDs include equity securities, fixed income securities, collective investment schemes, money market instruments and cash. Use of such assets is subject to each Sub-Fund's investment objective and strategy.

The proportion of a Sub-Fund's Net Asset Value which may be subject to SFTs is set out in the relevant Schedule.

*Returns generated by SFTs*

All returns generated from the use of repurchase transactions, TRS and CFD will be paid to the Fund.

The Fund does not currently intend to use securities lending transactions.

## 5.3 Financial Derivative Instruments

Except for a Sub-Fund that is an ELTIF (where the use of financial derivative instruments is solely limited to hedging purposes in accordance with the ELTIF Regulation), each Sub-Fund may invest in financial derivative instruments either for hedging purposes (including in particular for the purpose of hedging risks connected to the evolution of stock markets or for the purpose of hedging interest rates), or for a purpose other than hedging (including in particular for investment purposes), as further described for each Sub-Fund in the applicable Schedule.

The financial derivative instruments can include, in particular, options, forward, and futures contracts on financial instruments and options thereon as well as over-the-counter ("OTC") swap transactions on all types of financial instruments. The financial derivative instruments have to be dealt on an organised market or OTC with first rate professionals which specialise in these types of transactions.

The counterparties to financial derivative instruments will be selected among financial institutions subject to prudential supervision (such as credit institutions or investment firms) and specialised in the relevant type of transaction. The identity of the counterparties will be disclosed in the Annual Report.

The AIFM uses a process for accurate and independent assessment of the value of financial derivatives in accordance with applicable law and regulations.

In order to limit the exposure of a Sub-Fund to the risk of default of the counterparty under financial derivatives, the Sub-Fund may receive cash or other assets as collateral.

Each Sub-Fund may incur costs and fees in connection with total return swaps or other financial derivative instruments with similar characteristics, upon entering into total return swaps and/or any increase or decrease of their notional amount. The amount of these fees may be fixed or variable. Information on costs and fees incurred by each Sub-Fund in this respect, as well as the identity of the recipients and any affiliation they may have with the Depositary or the AIFM, if applicable, may be available in the Annual Report and, to the extent relevant and practicable, in each Schedule.

## 5.4 Counterparty Selection and Review

BlackRock selects from an extensive list of full service and execution-only brokers and counterparties. All prospective and existing counterparties require the approval of the Counterparty and Concentration Risk Group, which is part of the BlackRock Risk and Quantitative Analysis Team.

Counterparty reviews take into account the fundamental creditworthiness (ownership structure, financial strength, regulatory oversight) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities. Counterparties are monitored on an ongoing basis through the receipt of audited and interim financial statements, via alert portfolios with market data service providers, and where applicable, as part of BlackRock's internal research process. Formal renewal assessments are performed on a cyclical basis.

BlackRock selects brokers based upon: (a) their ability to provide good execution quality (i.e., trading), whether on an agency or a principal basis; (b) their execution capabilities in a particular market segment; and (c) their operational quality and efficiency. BlackRock expects them to adhere to regulatory reporting obligations.

Once a counterparty is approved by BlackRock, broker selection for an individual trade is then made by the relevant dealer at the point of trade, based upon the relative importance of the

relevant execution factors. For some trades, it is appropriate to enter into a competitive tender amongst a shortlist of brokers. BlackRock performs pre-trade analysis to forecast transaction cost and to guide the formation of trading strategies including selection of techniques, division between points of liquidity, timing and selection of broker. In addition, BlackRock monitors trade results on a continuous basis.

Broker selection will be based on a number of factors including, but not limited to the following:

(i) ability to execute and execution quality;

(ii) ability to provide liquidity/capital;

(iii) price and quote speed;

(iv) operational quality and efficiency; and

(v) adherence to regulatory reporting obligations.

5.5 **Collateral Policy**

*Acceptable Collateral*

The collateral policy is determined by BlackRock. Collateral obtained in respect of derivatives (including forward exchange) and efficient portfolio management techniques, such as repo transactions or securities lending arrangements ("Collateral"), must comply with the following criteria:

(i) liquidity: Collateral (other than cash) should be sufficiently liquid in order that it can be sold at a price that is close to its pre-sale valuation;

(ii) valuation: Collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as Collateral unless suitably conservative haircuts are in place;

(iii) issuer: Collateral (other than cash) may be issued by a range of issuers;

(iv) correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

(v) diversification: there are no restrictions on the level of diversification required with respect to any country, market or issuer; and

(vi) maturity: Collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity.

The value of Collateral obtained is marked to market on a daily basis. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the general intention of BlackRock that any Collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. In addition, BlackRock has implemented a haircut policy in respect of each class of assets received as Collateral. A haircut is a discount applied to the value of a Collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the Collateral and the price volatility of the Collateral.

*Safekeeping of Collateral*

Where there is title transfer, the Collateral received should be held by the Depositary, or its agent. This is not applicable in the event that there is no title transfer in which case the Collateral will be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the Collateral.

## 5.6 Leverage and Borrowings

Subject to the specific terms contained in a Schedule, a Sub-Fund may employ leverage in its investment program through various means including, where relevant, through the use of derivatives such as swaps, futures, forward contracts and options. In addition, subject to any limitations contained in a Schedule including in respect of Sub-Funds that qualify as ELTIFs, a Sub-Fund may enter into credit facilities or other financing transactions or borrow money for cash management and investment purposes, including for example, borrowing for the purposes of (to the extent relevant): (i) funding acquisitions in anticipation of receiving further subscriptions; (ii) meeting redemption requests; (iii) funding any shortfall occasioned by an Investor having defaulted on the settlement of its subscription; (iv) paying expenses in order to avoid forced, unplanned sales of portfolio securities; (v) supporting any hedging strategy. A Sub-Fund may use financial derivative instruments and other techniques in order to hedge all or part of its assets against interest rate and currency risk as set out in the relevant Schedule.

For a description of the leverage and the authorised maximum of leverage used in each Sub-Fund, please refer to the relevant Schedule. The actual level of leverage used will be disclosed in the Annual Report.

Each Sub-Fund may borrow within the limits further described in the Schedule. Unless otherwise stated in the Schedule, borrowings may be utilised for investment purposes as well as bridge financing and to fund expense disbursements when liquid funds are not readily available. The assets of a Sub-Fund may be charged as security for any such borrowings. A Sub-Fund's leverage policy will be described in the Schedule relevant to that Sub-Fund.

## 5.7 Repurchase of Shares

The Board may at any time at its sole discretion agree to and decide on a repurchase of Shares of a Sub-Fund in order to repay available liquidity to the Shareholders. The decision of the Board to repurchase Shares shall be effective and applicable on a pro-rata basis within a Sub-Fund as to the Shares held by each Shareholder for all Shareholders. The Board or AIFM will inform the Shareholders of this decision in due time. Such notification includes the point of time such repurchase will become effective and the relevant purchase price per Share. The purchase price per Share in case of a repurchase of Shares will be calculated on the basis of the stipulation of Section 9 "*Valuations and Net Asset Value Calculation*" as regards the calculation of the Net Asset Value of the relevant Sub-Fund without adding a repurchase fee or charge. Shares having been repurchased shall be nullified.

## 5.8 SFDR and Taxonomy disclosures

Pursuant to the SFDR and the Taxonomy Regulation, the Fund is required to disclose for each of its Sub-Funds the manner in which Sustainability Risks are integrated into the investment decisions of that Sub-Fund and the results of the assessment of the likely impacts of Sustainability Risks on the returns of each Sub-Fund. Please see the relevant Schedules and, to the extent applicable, the pre-contractual disclosure information appended to this Prospectus.

## 6. INVESTMENT CONSIDERATIONS AND RISK FACTORS

The following risk factors may apply to the Fund generally and to one or more of its Sub-Funds. **In addition to the risk factors outlined below, Investors should refer to the further risk factors identified in relation to the particular Sub-Fund in which they propose to invest, as further set out in the relevant Schedule.** The risk factors set forth herein and in the relevant Schedule are not, and are not intended to be, a complete enumeration or explanation of all of the potential or actual risks that may arise relating to an investment in the Fund or any of its Sub-Funds. Additional material information about actual and potential risks is set forth in the governing documents of the Fund. Additional risks may exist that are not presently known to the Fund or are deemed immaterial, and as the investment program of the Fund develops and changes over time, an investment in the Fund may be subject to additional and different risks and conflicts of interest than those described herein. Investors should carefully consider the following risk factors in connection with a purchase of Shares, read the governing documents of the Fund in their entirety and consult with their own advisers before deciding whether to invest in the Fund.

An investment in the Fund (including its Sub-Funds) is speculative and entails a significant degree of risk, including a risk of total loss of capital, and, therefore, should be undertaken only by Investors capable of evaluating the risks of the Fund and bearing the risks that it represents. The Shares and the Fund's Investments may be illiquid and subject to significant restrictions on transfer and Investors should be aware that they may be required to bear the risks associated with an investment in the Fund for an indefinite period of time. There can be no assurance that the Fund will be able to achieve its investment objectives or that Investors will receive a return on their capital, and investment results may vary substantially on a monthly, quarterly or annual basis.

Neither of the Fund, the AIFM or any of the Investments Managers are recommending the purchase of Shares nor have they confirmed the accuracy of the information contained in the Prospectus. There can be no assurance that (i) the Fund or any of its Sub-Funds will have any profits; (ii) cash will be available for distributions; (iii) the income of the Fund or any of its Sub-Funds will exceed its expenses; (iv) the net asset value of the Fund or any of its Sub-Funds will increase; and (v) Investors will not sustain a total loss of their investment in the Fund or any of its Sub-Funds.

The order in which the risks are presented below is not intended to provide an indication of the likelihood of their occurrence or of their magnitude or significance. Investors are urged to review this Prospectus carefully and in its entirety and consult with their professional advisors before investing in the Fund.

By acquiring Shares and by agreeing in its Subscription Form to be bound by the terms thereof, each Investor will be required to certify that they have accessed and read this document and will be deemed to have acknowledged the existence of such actual and potential risks described herein.

For purposes of this Section 6 "Investment Considerations and Risk Factors", references to "BlackRock" include the AIFM, the Investment Managers and their respective affiliates to the extent applicable and, as the context may require, any reference to the "Fund" includes the Sub-Funds collectively and each Sub-Fund individually.

### 6.1 General

General Economic and Market Conditions. The ability of the Investment Managers to manage the Fund profitably, subject to the overall supervision of the AIFM, is dependent upon conditions in the global financial markets and economic and geopolitical conditions throughout the world that are outside of its control and difficult to predict. The success of the Fund's activities will be affected by general economic and market conditions, such as interest rates, availability of credit, inflation

rates, economic uncertainty, changes in laws (including laws relating to taxation of the Fund's investments), trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of securities prices and the liquidity of the Fund's investments. Volatility or illiquidity could impair the Fund's profitability or result in losses.

Terrorist attacks, political and military instability, and the military operations of certain countries could have significant adverse effects on the global economy. Furthermore, epidemics that spread quickly have the potential to significantly affect the global economy, if not contained. The potential impact on the Fund or the likelihood of such events cannot be predicted by the Investment Managers. If the Investment Managers fail to react appropriately to difficult market, economic and geopolitical conditions, the Fund could incur material losses.

Various social and political tensions around the world may contribute to increased market volatility, may have long-term effects on the worldwide financial markets and may cause further economic uncertainties worldwide. Market disruptions and the dramatic increase in the capital allocated to alternative investment strategies during recent years have led to increased governmental as well as self-regulatory scrutiny of the private investment fund industry in general. Certain legislation proposing greater regulation of the industry periodically is considered by various jurisdictions. It is impossible to predict what, if any, changes in the regulations applicable to the Fund, the Investment Managers, the markets in which they trade and invest, or the counterparties with which they do business, may be instituted in the future. Any such regulation could have a material adverse impact on the profit potential of the Fund.

Unpredictable or unstable market conditions may result in reduced opportunities to find suitable investments to deploy capital or make it more difficult to exit and realise value from the Fund's investments. It is important to understand that the Fund can incur material losses even if it reacts quickly to difficult market conditions and there can be no assurance that the Fund will not suffer material adverse effects from broad and rapid changes in market conditions.

The economies of countries may differ favorably or unfavorably in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Market Disruption and Geopolitical Risk. Various social and political tensions in and around the world may contribute to increased market volatility, may have long-term effects on worldwide financial markets and may cause further economic uncertainties worldwide. The Investment Managers do not know when or for how long the financial markets will be affected by such events and cannot predict the effects of any such events in the future on the global economy and securities markets.

Many countries have undergone a substantial political and social transformation and there can be no assurance that the economic, educational and political reforms necessary to complete political and economic transformation will continue. The state of development of certain political systems of certain countries makes them susceptible to changes and potential weakening from economic hardship and social instability. In certain countries, the extent of the success of economic reform is difficult to evaluate. Information on these economies is often contradictory or absent. In certain countries, much of the workforce remains under-employed or unemployed. Continued unemployment could hinder the ability of various governments to keep deficit spending in check.

Foreign Economic, Political, Regulatory and Social Risks. Investments by the Fund may be subject to economic, political, regulatory and social risks, which may affect the liquidity of such

investments. Such investments may be in certain countries whose governments have exercised and continue to exercise substantial influence over many aspects of the private sector and foreign investment therein. The availability of investment opportunities for the Fund depends in part on governments continuing to liberalise their policies regarding foreign investment and to further encourage private sector initiatives. In certain jurisdictions, foreign ownership of certain types of assets may be restricted, requiring the Fund to share the applicable investment with local third-party partners or investors, and there may be significant local land use and permit restrictions, local taxes and other transaction costs which adversely affect the returns sought by the Fund.

The Fund and its investments may not have, and may not intend to obtain, political risk insurance. Accordingly, government actions in the future could have a significant effect on economic actions in such countries, which could affect certain private sector companies and the prices and yields of investments. Exchange control regulations, expropriation, confiscatory taxation, nationalisation, political, economic or social instability or other economic or political developments could adversely affect the assets of the Fund that are held in particular countries.

Political changes or a deterioration of a particular country's domestic economy or balance of trade may indirectly affect the Fund's investment in a particular asset in such country.

Ability to Enforce Legal Rights. The Fund may invest directly and indirectly in countries with judicial systems of varying effectiveness. As a consequence, the Fund and its investments may have difficulty in successfully pursuing claims in the courts of certain countries, as compared to those of the United States, Western European countries or other developed countries. Further, to the extent that the Fund or its investments may obtain a judgment but are required to seek its enforcement in the courts of one of those countries, there can be no assurance that such a court will enforce such a judgment.

Market Abuse. Any fraud, price manipulation, market abuse, or improper influence in markets in which the Fund invests may have a material adverse effect on the Fund. There can be no assurance that any form of regulation or any market constraints would prevent fraud, price manipulation, market abuse, or improper influence in the future. Moreover, there can be no assurance that any redress would be available to, or would be practical for, the Fund to pursue with respect to any particular fraud, price manipulation, market abuse, or improper influence.

Trade Policy. Some political leaders around the world have been, and may continue to be, elected on protectionist platforms, creating uncertainty regarding the future of global free trade. Global trade disruption, significant introductions of trade barriers and bilateral trade frictions, together with any future downturns in the global economy resulting therefrom, could adversely affect the financial performance of the Fund and its investments. However, while certain countries may agree to trade deals to address disputes with other countries, certain trade disputes may remain unresolved. Such unresolved trade disputes may be an ongoing source of instability, potentially resulting in significant currency fluctuations and/or having other adverse effects on international markets, international trade agreements and/or other existing cross-border cooperation arrangements (whether economic, tax, fiscal, legal, regulatory or otherwise). These disputes could lead to additional significant impacts on the industries in which the Fund participates, the jurisdiction of investments and other adverse impacts on investments.

Volatility in the Banking Sector. Global markets recently have experienced increased volatility, including as a result of the recent failures of certain U.S. and European banks. The failure of particular financial institutions, namely banks or other deposit taking institutions, may increase the possibility of a sustained deterioration of financial market liquidity, or illiquidity at clearing, cash management or custodial financial institutions. If the banks or financial institutions used by the Fund, entities through which the Fund invests or its portfolio companies fail, such events could have a material adverse effect on the Fund, the Fund's operations, the Investors, or the Fund's investments. A high proportion of the Fund's assets may be held by a limited number of banks or financial institutions (or even a single bank or financial institution). If a bank or financial institution at which the Fund, entities through which the Fund invests or its portfolio companies

maintain deposit accounts or securities accounts fail, any cash or other assets in such accounts may be temporarily inaccessible or permanently lost by the Fund, entities through which the Fund invests or its portfolio companies, and the Fund may not ultimately recover any amounts. Normally the Fund would be an unsecured creditor with respect to cash balances in excess of $250,000 held at a single bank in the United States or any other applicable insured deposit limit in any relevant jurisdiction where deposits are held by the Fund, and therefore the Fund may not ultimately recover any such excess amounts. Furthermore, the Fund may be unable to or may choose not to call capital from the Investors until it has established a new deposit account at a different bank or financial institution, which may be a time consuming process and may be restricted or prohibited by the terms of the Fund's then-existing credit facilities. The failure of a bank or financial institution which provides a subscription facility, other credit facilities, or other services to the Fund may result in the Fund being unable to draw funds under such credit facilities and the Fund may not be able to obtain replacement facilities or applicable other services from other financial institutions with similar terms. If the Fund's, entities' through which the Fund invests or its portfolio companies' credit facilities and accounts are provided by the same financial institution which has failed, the Fund may face significant difficulties in funding any near-term obligations it has in respect of its investments.

In addition, the failure of a bank or financial institution with which the Fund, entities through which the Fund invests or a portfolio company has a commercial relationship could adversely affect the ability to pursue the Fund's investment strategy or other key strategic initiatives, including the Fund's, entities through which the Fund invests' or a portfolio company's access to deposits or ability to borrow money from such financial institutions on favorable terms. The ability of the Fund, any entity through which the Fund invests, and any portfolio companies to widen their banking relationships across multiple financial institutions may be limited by contractual terms with the failed or distressed financial institution, including security interests over the assets of the Fund, any entity through which the Fund invests, or any portfolio company (as applicable). If a portfolio company or its third-party sponsor has a commercial relationship with a bank or financial institution that has failed or is otherwise distressed, the portfolio company may experience difficulty receiving financial support from that sponsor to support its operations or consummate transactions, to the detriment of the portfolio company's business, and in turn, the Fund's investment. Furthermore, the failure of such financial institution could affect the ability of any co-lenders to undertake or execute co-investment transactions with the Fund, which in turn may result in fewer co-investment opportunities being made available to the Fund or impact the Fund's ability to provide additional follow-on support to any affected portfolio companies, or to raise financing or refinance existing indebtedness on terms acceptable to the Fund or at all and/or have other material effects on the Fund, the entities through which the Fund invests and its portfolio companies.

Impact of Disease Epidemics. Certain illnesses spread rapidly and have the potential to significantly adversely affect the global economy. For instance, the coronavirus, COVID-19, first detected in December 2019, resulted in closing borders, enhanced health screenings, healthcare service preparation and delivery, quarantines (including "stay-at-home" and similar orders), cancellations, disruptions to supply chains and customer activity and market volatility, as well as general concern and uncertainty. The outbreak of COVID-19 and the subsequent emergence of further variants of the virus had caused a worldwide public health emergency in the past, straining healthcare resources and resulting in extensive numbers of infections, hospitalizations and deaths. As a result, COVID-19 had significantly diminished global economic production and activity of all kinds and contributed to both volatility and a severe decline in all financial markets the effects of which were long-lasting. Among other things, these unprecedented developments had resulted in material reductions in demand across most categories of consumers and businesses, dislocation (or in some cases a complete halt) in the credit and capital markets, labor force and operational disruptions, slowing or complete idling of certain supply chains and manufacturing activity, steep increases in unemployment levels in many countries, and strain and uncertainty for businesses and households, with a particularly acute impact on industries

dependent on travel and public accessibility, such as transportation, hospitality, tourism, retail, sports and entertainment. Disruptions in the capital markets caused by the COVID-19 pandemic increased the spread between the yields realized on risk-free and higher risk securities, resulting in illiquidity in parts of the capital markets.

The impact of COVID-19, and other epidemics and pandemics that may arise in the future, could affect the economies of many nations, the operations, financial condition and performance of any particular industry or individual company and the market, including a further global or regional economic downturn (including a recession) of indeterminate duration and severity, in general in ways that cannot necessarily be foreseen at the present time, all of which may result in significant losses to the Fund, the Sub-Funds and their investments. In addition, the impact of infectious diseases in developing or emerging market countries may be greater due to less established health care systems. Health crises caused by the outbreaks of infectious diseases, including COVID-19, may exacerbate other pre-existing political, social and economic risks in certain countries. The extent of COVID-19's long-term impact will depend on many factors, including the effectiveness of and consequences flowing from governmental, legislative and financial and monetary policy interventions designed to mitigate the crisis and address its negative externalities, all of which may have unpredictable results and unequal effects across different economies and industries. Even as economies have "re-opened," it is difficult to assess what the longer-term impacts of an extended period of unprecedented economic dislocation and disruption will be on future macro- and micro-economic developments, the health of certain industries and businesses, and commercial and consumer behavior. The impact of COVID-19 outbreaks is likely to last for an extended period of time, and could have an adverse impact on the Fund, its ability to achieve its investment objectives and its investments, and result in significant losses to the Fund.

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

Given the unknown future impact that epidemics and pandemics that may arise in the future may have on the market, the valuations should be considered highly uncertain and speculative. Investors should exercise a high degree of caution when utilizing or relying on any such valuations.

Eurozone Crisis. Due to the deterioration of the sovereign debt of several countries, together with the risk of contagion to other, more stable, countries, there is a continued possibility that Eurozone countries could be subject to an increase in borrowing costs. This situation as well as the United Kingdom's withdrawal from the European Union have raised a number of uncertainties regarding the stability and overall standing of the European Economic and Monetary Union. The

departure or risk of departure from the Euro by one or more Eurozone countries could lead to the reintroduction of national currencies in one or more Eurozone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. Should the Euro dissolve entirely, the legal and contractual consequences with respect to the Fund, the Investors and any Fund investments in Europe could be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Fund's investments. Investors should carefully consider how any potential changes to the Eurozone and European Union ("EU") may affect their investment in the Fund.

Potential Implications of Brexit. On 31 January 2020 the United Kingdom (the "UK") formally withdrew and ceased being a member of the European Union (the "EU"). Following this, the UK entered into a transition period which lasted for the remainder 2020, during which period the UK was subject to applicable EU laws and regulations. The transition period expired on 31 December 2020, and EU law no longer applies in the UK.

On 30 December 2020, the UK and the EU signed an EU-UK Trade and Cooperation Agreement ("UK/EU Trade Agreement"), which applies from 1 January 2021 and sets out the foundation of the economic and legal framework for trade between the UK and the EU. As the UK/EU Trade Agreement is a new legal framework, the implementation of such UK/EU Trade Agreement may result in uncertainty in its application and periods of volatility in both the UK and wider European markets. The UK's exit from the EU is expected to result in additional trade costs and disruptions in this trading relationship. While the UK/EU Trade Agreement provides for the free trade of goods, it provides only general commitments on market access in services and a "most favored nation" provision which is subject to many exceptions. Furthermore, there is the possibility that either party may impose tariffs on trade in the future in the event that regulatory standards between the EU and the UK diverge. The terms of the future relationship may cause continued uncertainty in the global financial markets, and adversely affect the performance of the Fund.

Volatility resulting from this uncertainty may mean that the returns of the Fund's investments are affected by market movements, the potential decline in the value of Sterling or Euro, and the potential downgrading of UK sovereign credit rating.

Conflict in Ukraine. Russia's invasion of Ukraine, and corresponding events since February 2022, have had, and could continue to have, severe adverse effects on regional and global economic markets. Following Russia's actions, various governments, including the United States, the European Union and the United Kingdom, have issued broad-ranging economic sanctions against Russia, including, among other actions, a prohibition on doing business with certain Russian companies, large financial institutions, officials and oligarchs; the removal of selected Russian banks from the Society for Worldwide Interbank Financial Telecommunications ("SWIFT"), the electronic banking network that connects banks globally; restrictive measures to prevent the Russian Central Bank from undermining the impact of the sanctions; and prohibitions on providing various services (e.g. legal, business management, tax) to entities in Russia. The current sanctions and the potential for future sanctions, and other actions, and Russia's retaliatory responses to those sanctions and actions, may continue to adversely impact the economies of many countries and may result in the further decline of the value and liquidity of Russian securities, a continued weakening of the Ruble, exchange closures and may have other adverse consequences on the Russian economy. The duration of ongoing hostilities and the vast array of sanctions and related events cannot be predicted. Those events present material uncertainty and risk with respect to global markets' performance and liquidity, and the performance of the Fund and its investments or operations, including the ability of the Fund to achieve its investment objectives, could be negatively impacted. Additionally, to the extent that third parties, Investors, or related customer bases have material operations or assets in Russia or Ukraine, they may have adverse consequences related to the ongoing conflict. See also "*General Economic and Market Conditions*" above.

Conflicts in the Middle East. In response to the terror attack on Israel by Hamas (the militant group that controls the Palestinian territory of Gaza) on 7 October 2023, Israel declared war against

Hamas and as of the date hereof there is an active armed conflict in the Middle East. The war between Hamas and Israel and the varying involvement of other militant groups and of other countries, including the United States, Iran and Lebanon, present material uncertainty regarding the war's impact on global economic and market conditions. Starting in mid-November 2023, the Houthis, a Yemeni militia group backed by Iran, began attacking merchant vessels passing through the Red Sea and other critical waterways in the region in response to the war in Gaza, causing many companies to reroute commercial ships, with increased costs and delays, which may have significant impact on regional and global supply chains. The rapidly evolving and escalating conflict could be expected to have a negative impact on the economy and business activity globally and therefore could adversely affect the performance of the Fund's investments. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict.

Force Majeure Events. Certain force majeure events (meaning those events beyond the control of the party claiming that the event has occurred, including acts of God, fire, flood, earthquakes, war, terrorism, pandemics, civil unrest and labour strikes) may adversely affect the ability of the Fund, the AIFM, the Investment Managers and their affiliates, the Fund's investments, counterparties of the foregoing or other persons or entities to perform their respective obligations. The cost of repairing or replacing assets damaged by a force majeure event could be considerable. In addition, repeated or prolonged service interruptions resulting from a force majeure event may cause a permanent loss of customers, substantial litigation or significant penalties for regulatory or contractual non-compliance, though in some cases, agreements may be terminable if a force majeure event is so catastrophic as to render it incapable of remedy within a reasonable, pre-agreed time period. The occurrence of a force majeure event may, directly or indirectly, have a material adverse effect on the Fund and/or any of its Investments.

6.2 **Management**

Operational Risk. Operational risk of the Fund is a risk that deficiencies in the effectiveness and accuracy of information systems or internal controls that the Fund maintains may result in a material loss. This risk arises from, *inter alia,* human error, system failures, inadequate procedures or internal management controls. Operational risk such as human error or system failures may lead to incorrect or inaccurate valuations of the investments and may impact the ability of the AIFM or the Investment Managers to make such calculations or valuations on relevant determination dates. Where there are deficiencies in the effectiveness and accuracy of information systems or system failures, this may lead to a delay in providing Investors with required reporting information or other information requested by Investors.

Valuation of the Fund's Assets. The assets of the Fund will be valued by the AIFM in accordance with the AIFMD and in good faith in accordance with the AIFM and/or the Investment Managers' then-current valuation policies. The value of investments may be obtained from one or more independent nationally recognised broker/dealers, pricing services, qualified valuation agents or selected appraisal firms in accordance with the valuation policies adopted by the AIFM and/or the Investment Managers. These parties may provide inaccurate, incomplete, out-of-date or otherwise unreliable information. The Fund has implemented procedures that endeavour to safeguard against the use of inaccurate information, but no assurances can be given that those procedures will identify material inaccuracies. To the extent the information received by the Fund is inaccurate or unreliable, the valuation of their assets and liabilities may be inaccurate.

Fair valuation is not exact and prices can significantly vary from one period to the next. Certain securities or investments, particularly those for which market quotations may not be readily available, may be difficult to value. Accordingly, Investors should understand that such valuations may be subject to an upward or downward adjustment based on information reasonably available at that time or following the annual audit and there is no guarantee that the value determined by the AIFM will represent the value that will be realised by the Fund upon the eventual disposition

of the relevant investment or that would, in fact, be realised upon an immediate disposition of the relevant investment.

As the value of the Fund's assets may be used by the applicable valuer in determining the extent to which hedging techniques may be used, the risks associated with using hedging may become exacerbated.

Trade Errors. The Fund may on occasion experience errors with respect to trades placed on its behalf by the AIFM and/or the Investment Managers. An error is generally compensable from the Investment Managers to the Fund when it is a mistake (whether an action or inaction) in which the AIFM and/or Investment Managers have, in the Investment Managers' reasonable view, deviated from the applicable standard of care in managing the Fund's assets.

Trade errors (and similar errors) may occur and, subject to applicable law, the Fund may be responsible for any resulting losses in the absence of the negligence of the AIFM or the Investment Managers or one of their affiliates or personnel. Examples of such trade errors may include, without limitation, (i) the placement of orders (either purchases or sales) in excess of the amount of securities the Fund intended to trade; (ii) the sale (or purchase) of a security when it should have been purchased (or sold); (iii) the purchase or sale of the wrong security; (iv) the purchase or sale of a security contrary to regulatory restrictions or the Fund's investment guidelines or restrictions; (v) incorrect allocations of trades; (vi) keystroke errors that occur when entering trades into an electronic trading system; and (vii) typographical or drafting errors related to derivatives contracts or similar agreements. Mistakes may also occur in connection with other activities that may be undertaken by the AIFM or the Investment Managers or one of their affiliates and personnel, such as net asset value calculation, transfer agent activities (i.e., processing subscriptions and withdrawals), fund accounting, trade recording and settlement and other matters.

The AIFM and the Investment Managers makes their determinations regarding errors pursuant to their respective policies on a case-by-case basis, in their discretion, based on factors they consider reasonable, including regulatory requirements and business practices. The AIFM and the Investment Managers generally will endeavour to detect trade errors prior to settlement and correct and/or mitigate them in an expeditious manner. The AIFM and Investment Managers may also consider whether it is possible to adequately address a mistake through cancellation, reallocation of losses and gains or other means. To the extent an error is caused by a counterparty, such as a broker-dealer, the AIFM and the Investment Managers may seek to recover any losses associated with such error from the counterparty. The determination whether to seek compensation from a counterparty and whether to accept any amount in settlement of such a matter will be made by the AIFM and/or the Investment Managers in their sole discretion.

The AIFM and the Investment Managers will follow their respective guidelines regarding these matters in light of all of the facts and circumstances related to an error. In general, compensation is expected to be limited to direct and actual losses, which may be calculated relative to comparable conforming investments, market factors and benchmarks and with reference to other factors the AIFM or the Investment Managers consider relevant. Compensation generally will not include any amounts or measures that the AIFM or the Investment Managers determine are speculative or uncertain, including potential opportunity losses resulting from delayed investment or sale as a result of correcting an error or other forms of consequential or indirect losses. In addition, losses may also be capped at the value of the actual loss, particularly when the outcome of a differing investment would, in the AIFM or the relevant Investment Manager's view, be speculative or uncertain or in light of reasonable equitable considerations.

Reliance on the AIFM, Investment Manager, Investment Team, BlackRock Investment Professionals and the Platform's Investment Processes. The Fund's investment activities will be directed by the Investment Managers (supervised where relevant by the AIFM) or affiliates thereof.

Investors will have no authority to make decisions or to exercise business discretion on behalf of the Fund. Investors are dependent on the judgment and abilities of the Board, the AIFM and the Investment Managers, and on the skill and expertise of the investment teams and other BlackRock investment professionals, as well as on the processes (including the committees that review and approve investments and the approvals required before an investment is made) utilised by such individuals.

The information in this Prospectus concerning the mechanics of the investment processes is accurate as of the date of this Prospectus. However, there can be no assurance that the investment processes will remain unchanged or that the professional personnel of the investment teams or other BlackRock investment professionals will continue to serve in their current positions or continue to be employed by BlackRock, and none of the AIFM or the Investment Managers will have any obligation to notify Shareholders regarding a change in the investment processes utilised or a departure of one or more individuals currently employed by BlackRock. In addition, new individuals may join the investment teams and none of the AIFM or the Investment Managers will have any obligation to notify the Shareholders regarding any such new members. Although the investment teams and other BlackRock investment professionals will devote such time as they determine in their discretion is necessary to carry out the operations of the Fund effectively, they will not devote all of their professional time to the affairs of the Fund. Investors must rely solely on the judgment of the investment teams and other BlackRock professionals in selecting investments and should not invest in the Fund unless willing to entrust all aspects of the portfolio management of the Fund to such persons.

If any Investment Manager resigns or no longer serves as the Investment Manager of a Sub-Fund, investments may be terminated or otherwise no longer be available to such Sub-Fund, which may have an adverse impact on such Sub-Fund's investment performance. Moreover, subjective decisions made by the Investment Managers may cause the Sub-Funds to incur losses or to miss profit opportunities.

Reliance on Key Individuals. The success of each Sub-Fund may be substantially dependent on certain key individuals. Should one or more of these individuals become incapacitated or in some other way cease to participate in the relevant Sub-Fund, its performance could be adversely affected, including in respect of the continuing availability of third-party financing. There can be no assurance that such key individuals will remain involved with the relevant Sub-Fund or its investments or otherwise continue to be able to carry on their historical or expected roles throughout the term of such investments. From time to time, there may be personnel changes within the Investment Managers and except where otherwise provided in this Prospectus (including any of the Schedules), such changes may occur without prior notice to the Shareholders. The loss of investment professionals by the Investment Managers could have a material adverse effect on the performance of the Sub-Funds.

Depositary Risk. The Fund is subject to a range of risks relating to its depositary. Although depositories are fiduciaries entrusted with the safekeeping of the Fund's assets, it is market practice for such organisations to seek to exclude their liability for a range of matters. Therefore, there is a risk that if the Fund suffers a loss as a result of an action of the depositary, such loss may not be a loss that can be compensated under the terms of the contract with the depositary. Moreover, in the event of the bankruptcy or other form of insolvency of the depositary, Investors may be exposed to a range of loss types including, but not limited to, loss of cash held by the depositary or any sub-custodian, the loss of securities that have not been properly and successfully segregated from the depositary's general assets as belonging to the Fund and/or its Investors. In respect of cash and other assets that are not lost in such a bankruptcy or insolvency process there is a material risk of a substantial delay before they are returned to the Fund since the relevant process may be lengthy.

Misconduct of Employees and Third-Party Service Providers. Misconduct or misrepresentations by employees of the AIFM, the Investment Managers or third-party service providers could cause significant losses to the Fund. Employee misconduct may include binding the Fund to transactions

that exceed authorised limits or present unacceptable risks and unauthorised trading activities, concealing unsuccessful trading activities (which, in any case, may result in unknown and unmanaged risks or losses) or making misrepresentations regarding any of the foregoing. Losses could also result from actions by third-party service providers, including, without limitation, failing to recognise trades and misappropriating assets. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the Fund's business prospects or future marketing activities. Despite due diligence efforts, misconduct and intentional misrepresentations may be undetected or not fully comprehended, thereby potentially undermining the Investment Managers' due diligence efforts. No assurance can be given that the due diligence performed by the Investment Managers will identify or prevent any such misconduct. Investors generally do not have a direct ability to enforce provisions of the agreements negotiated with the Fund's service providers, including, without limitation, the AIFM, the Depositary or the independent auditor. In the event that the actions or omissions of any of the Fund's service providers were to result in an adverse impact on Investors, this may give rise to contractual rights for the Fund (or AIFM or Investment Managers on behalf of the Fund); however, any such rights would need to be exercised by the Fund on behalf of Investors as a whole.

Risk Management. The AIFM continually refines its risk management techniques, strategies and assessment methods. However, its risk management techniques and strategies do not fully mitigate the risk exposure of its funds and managed accounts in all economic or market environments, or against all types of risk, including risks that they might fail to identify or anticipate. Some of the AIFM's strategies for managing risk are based upon its use of historical market behaviour statistics. Any failures in the AIFM's risk management techniques and strategies to accurately quantify such risk exposure could limit the risk-adjusted returns of the Fund. In addition, any risk management failures could cause losses in the portfolios managed by the AIFM, including the Fund, to be significantly greater than the historical measures predict. The AIFM's approach to managing those risks could prove insufficient, exposing the Fund to material unanticipated losses.

Information Technology Systems. The Fund is dependent on the Investment Managers for investment management, operational and financial advisory services. The Fund is also dependent on the Investment Managers for certain management services as well as back-office functions. The Investment Managers depend on information technology systems in order to assess investment opportunities, strategies and markets and to monitor and control risks for the Fund and its investments. In addition, certain of the Investment Managers' operations may interface with or depend on systems operated by third parties, including prime brokers, securities exchanges and other types of trading systems, market counterparties, custodians and other service providers. The Investment Managers may not be in a position to verify the risks or reliability of such third-party systems.

It is possible that a defect, failure or interruption of some kind which causes disruptions to these information technology systems including, without limitation, those caused by computer "worms," viruses and power failures could materially limit the Investment Managers' ability to adequately assess and adjust investments, formulate strategies and provide adequate risk controls. Any such information technology related difficulty could harm the performance of the Sub-Funds. For example, such failures could cause the settlement of trades to fail, lead to inaccurate accounting, recording or processing of trades and cause inaccurate reports, which may affect the Investment Managers' ability to monitor the Sub-Fund's investment portfolios and risks. Further, failure of the back office functions of the Investment Managers to process trades in a timely fashion could prejudice the investment performance of the Sub-Funds. Any of the foregoing or any failure of the back office functions of the Investment Managers could adversely affect the Sub-Funds.

Risks Related to Information Sharing. The Fund intends to leverage the diverse strength of BlackRock's knowledge-base in enhancing its investment expertise across regions, sectors and

individual companies and believes that this information advantage is a key competitive strength. However, the sharing of information is subject to law and BlackRock's policies regarding access to and the sharing of confidential information, and the perceived benefit to the Fund of such information sharing might be reduced and/or eliminated if, as a result of BlackRock's policies or any applicable legal, tax, regulatory, commercial, contractual, operational or other considerations, the sharing of information is restricted and/or prevented.

Cyber Security. The operations of BlackRock, the Investment Managers and the Fund are dependent on the effectiveness of the information and cyber security policies, procedures and capabilities BlackRock and its affiliates maintain to protect their computer and telecommunications systems and the data that reside on or are transmitted through them. An externally caused information security incident, such as a hacker attack, virus, phishing scam or worm, or an internally caused issue, such as failure to control access to sensitive systems, could materially interrupt business operations or cause disclosure or modification of sensitive or confidential client or competitive information of BlackRock, the Investment Managers or the Fund. There have been a number of recent highly publicised cases involving financial services and consumer-based companies reporting the unauthorised disclosure of client or customer information, as well as cyber-attacks involving the dissemination, theft and destruction of corporate information or other assets, as a result of failure to follow procedures by employees or contractors or as a result of actions by third parties, including actions by terrorist organisations and hostile foreign governments. BlackRock and its affiliates have been the target of attempted cyber-attacks, as well as the co-opting of their brands to create fraudulent websites, and must continuously monitor and develop their systems to protect their technology infrastructure and data from misappropriation or corruption. The failure to do so could disrupt BlackRock's, the Investment Managers' and/or the Fund's operations and cause financial losses. In addition, due to BlackRock's and its affiliates' interconnectivity with third-party vendors, central agents, exchanges, clearing houses and other financial institutions, BlackRock and its affiliates may be adversely affected if any of them are subject to a successful cyber-attack or other information security event. Any information security incident or cyber-attack against BlackRock and its affiliates or third parties with whom they are connected could result in material financial loss, loss of competitive position, regulatory fines and/or sanctions, breach of client contracts, reputational harm or legal liability to the Fund.

Risk of BlackRock Credit Event. Although the Fund, the AIFM and the Investment Managers are separate legal entities from BlackRock, Inc., in the event that BlackRock, Inc. were to experience material financial distress or a downgrade in its credit rating, or if there were a change of control of BlackRock, Inc., the Fund could nonetheless be adversely affected. In that regard, financial distress, a credit rating downgrade or change of control of BlackRock, Inc. or the Investment Managers could cause the Investment Managers to have difficulty retaining personnel, increase the potential that BlackRock, Inc. would default on its commitment to invest in or alongside the Fund or otherwise adversely affect the Fund and their respective abilities to achieve its investment objectives. Such an event may also cause a default with respect to the indebtedness incurred by the Fund.

Claims Against BlackRock; Regulatory Investigations. BlackRock as an asset manager manages multiple investment funds. Given the broad spectrum of operations of BlackRock and its affiliates, claims (or threats of claims), and governmental investigations, audits and inquires, can and do occur in the course of its and its affiliates' (including the Investment Managers') business. Such claims and governmental investigations, inquiries and audits may impact the Fund, including by virtue of reputational damage to BlackRock. The unfavourable resolution of such items could result in criminal or civil liability, fines, penalties or other monetary or non-monetary remedies that could negatively impact BlackRock. While BlackRock has implemented policies and procedures to protect against non-compliance with applicable rules and regulations, there is no guarantee that such policies and procedures will be adequate in all instances or will protect BlackRock in all instances.

Limited Recourse to AIFM and the Investment Managers. The various agreements and other documents referenced herein contain various provisions limiting the liability of the AIFM, the Investment Managers and their affiliates, as well as other service providers, and provide broad indemnification. Such liabilities may be material and have a material adverse effect on the returns to the Investors. The indemnification obligations of each Sub-Fund would be payable from the assets of the relevant Sub-Fund (including advancement of expenses in connection therewith). The Fund and/or the Investment Managers, on behalf of the Sub-Funds, may enter into future agreements or other arrangements, which may also provide for broad indemnity obligations of the Sub-Funds. Certain jurisdictions' securities laws (including, but not limited to, U.S. federal and state securities laws) impose liabilities under certain circumstances on persons that cannot be waived by contract or other agreements or documents. Nothing in those agreements or documents should be deemed, or be construed in a manner that purports, to waive or limit any right to the extent such waiver or limitation is prohibited by applicable law, including any fiduciary duty arising under the U.S. Advisers Act.

Litigation. In the ordinary course of its business, the Fund may be subject to litigation from time to time. The Sub-Funds will generally be responsible for indemnifying the Indemnified Persons for costs they may incur with respect to such litigation not covered by insurance. The outcome of litigation proceedings may materially adversely affect the value of the Sub-Funds and may continue without resolution for long periods of time. Additional regulation could also increase the risks of third-party litigation. Any litigation may consume substantial amounts of the AIFM and the Investment Manager's time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Conflicts of Interest. BlackRock engages in, and will continue to engage in, activities which may conflict with the interests of Investors, the Fund, the Sub-Funds and/or any investment. Except as otherwise expressly indicated, nothing contained herein or in the Articles will restrict the activities and operations of BlackRock or members of BlackRock or their respective directors, officers and employees providing services to the Fund. From time to time, such parties may have multiple advisory, transactional and financial and other interests in, and transactions with, the Fund and its assets, and therefore may be subject to various conflicts of interest in their relationships with the Fund. Investors should refer to the description of such actual and potential conflicts of interest in Section 13 "*Conflicts of Interest*".

Diverse Interests. The various types of Investors in the Fund may have conflicting investment, tax and other interests with respect to their investment. When considering a potential investment for a Sub-Fund, the relevant Investment Manager will generally consider the investment objectives of the relevant Sub-Fund, as a whole, not the investment, tax or other objectives of any Investor individually. The Investment Managers may make decisions, including with respect to tax matters, from time to time that may be more beneficial to one type of Investor (or former Investor) than another, or to the Investment Managers and their affiliates than to unaffiliated Investors, and the Investment Managers may have adverse interests, including in its capacity as withholding agent.

Limited Scope of Legal Counsel Representation. Fried, Frank, Harris, Shriver & Jacobson (London) LLP, Fried, Frank, Harris, Shriver & Jacobson LLP and Arendt & Medernach S.A. (with respect to matters of Luxembourg law) (together, "Counsel") represent BlackRock, the AIFM, the Investment Managers and certain of their affiliates, including certain affiliated investment funds, from time to time in a variety of different matters and serve as counsel to the Fund, the AIFM and the Investment Managers in connection with the organisation of the Fund and the offer and sale of the Shares. No separate counsel has been engaged to independently represent the Investors in connection with these matters. It is not anticipated that, in connection with the organisation or operation of the Fund, the AIFM or the Investment Managers would engage counsel on behalf of, or to represent, the Investors.

By investing in the Fund, each Investor expressly consents to Counsel's representation of the Fund the AIFM, the Investment Managers and their respective affiliates in any dispute or controversy that may arise between the Investors and any of the Fund, the AIFM, the Investment Managers

and their respective affiliates, as applicable, to the extent permitted by any rules of professional conduct applicable to Counsel, notwithstanding the fact that, in certain cases, Counsel's fees are paid through or by the Fund.

In the course of advising the Fund, there are times when the interests of the Investors may differ from those of the Fund. For example, this may occur with respect to issues relating to trade errors, fees to be charged to the Fund and other terms governing the Fund and the terms of the management agreements, such as those relating to termination of the AIFM Agreement and the Investment Management Agreements and indemnification. Counsel does not represent the Investors' interests in resolving these issues.

Counsel's representation of the Fund, the AIFM, the Investment Managers and their respective affiliates is limited to specific matters as to which such counsel has been consulted by the Fund, the AIFM, the Investment Managers and/or their respective affiliates. There may exist other matters that could have a bearing on the Fund, the AIFM, the Investment Managers and/or their respective affiliates as to which Counsel has not been consulted. In addition, Counsel does not undertake to monitor compliance by the Fund, the AIFM, the Investment Managers and their affiliates with the investment program, valuation procedures and other guidelines set forth herein, nor does Counsel monitor ongoing compliance with applicable laws. In preparing this Prospectus, Counsel has relied upon information furnished to it by the Fund, the AIFM, the Investment Managers and/or their respective affiliates and did not investigate or verify the accuracy or completeness of information set forth herein concerning the Fund, the AIFM, the Investment Managers, the Fund's service providers and their affiliates and personnel. See Section 13 "Conflicts of Interest".

Contingent Liabilities. Investors that invest in a Sub-Fund at a time during which contingent liabilities are not accrued (or for which there is not a sufficient accrual) will invest in the Sub-Fund at a higher Net Asset Value than had such liabilities been accrued at the time of the applicable investment. In addition, Investors that redeem from a Sub-Fund at a time during which contingent liabilities are accrued will redeem from the Sub-Fund at a lower Net Asset Value than if such liabilities had not been accrued at the time of the applicable redemption. In the event that amounts associated with accrued contingent liabilities do not subsequently become payable and the amounts of the liabilities are reduced, causing the Net Asset Value of a Sub-Fund to increase, the benefits of such increased Net Asset Value will accrue to Investors who remain in the Sub-Fund, and Investors who previously redeemed will not receive additional compensation or otherwise share the benefit of such increase. Similarly, Investors in the Sub-Fund at the time when a non-accrued liability becomes payable will bear the entire amount of such liability, and the Sub-Fund will likely be unable to recover amounts from Investors that redeemed from the Sub-Fund prior to the contingent liability becoming payable with respect to the relevant Sub-Fund. Similar consequences as those described above may also occur when the Fund under-accrues or over-accrues for such contingent liabilities.

Future and Past Performance. In considering any past performance information relating to the Investment Managers that the Investor received in connection with its investment in the Fund, it should bear in mind that the performance of prior investments selected by the Investment Managers' investment professionals is not necessarily indicative of the Fund's future results and there can be no assurance that the Fund will achieve comparable results. While the Investment Managers intend for the Fund to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that the targeted returns will be achieved. On any given investment, loss of principal is possible. Furthermore, the Fund's performance over a particular period may not necessarily be indicative of the results that may be expected in future periods. In addition, the investments may differ from previous investments made by the members of the Investment Managers in a number of respects.

Forward-Looking Statements. The Prospectus contains forward-looking statements, including observations about markets and industry and regulatory trends as of the original date thereof. Forward-looking statements can be identified by, among other things, the use of words such as

"may," "will," "estimates," "intends," "expects," "anticipates" or "believes," or the negatives of these terms, and similar expressions. Forward-looking statements reflect views as of such date with respect to possible future events. Actual results could differ materially from those in the forward-looking statements as a result of factors beyond the AIFM's and/or the Investment Managers' control. Investors are cautioned not to place undue reliance on such statements. The AIFM and the Investment Managers have no obligation to update any of the forward-looking statements in the Prospectus.

Accounting and Disclosure Standards; Limited Information. The Fund may invest, directly or indirectly, in countries where accounting, auditing, financial and other reporting standards, practices and disclosure requirements are not equivalent to those in developed markets and may differ in fundamental ways. Accordingly, information available to the Fund, including both general economic and commercial information and information concerning specific enterprises or assets, may be less reliable and less detailed than information available in more economically sophisticated countries. In addition, the Fund is not expected to, and may not, receive access to all available information to determine fully the origination, credit appraisal and underwriting practices utilised with respect to the investments or the manner in which such investments have been serviced and/or operated. As a result, the Fund's due diligence activities may provide less information than due diligence reviews conducted in more developed countries. The lower standards of due diligence in certain countries will increase the risk related to such investments. While the Fund and the Investment Managers will endeavour to conduct appropriate due diligence, no guarantee can be given that they will obtain the information or assurances that an investor in a more sophisticated economy would before proceeding with such investments.

Competition. The activity of identifying, consummating and realising investments is highly competitive and involves a high degree of uncertainty. It is possible that competition for appropriate investment opportunities may increase, thus reducing the number of opportunities available and adversely affecting the Fund's ability to make certain investments or the terms upon which investments can be made. The Fund will be competing for access to a limited number of investments with new and/or existing funds with similar objectives and strategies, as well as individuals, financial institutions and other investors, some of which may have greater resources than the Fund. The size of a Sub-Fund may limit or restrict its ability to pursue or bid successfully for investment opportunities. Moreover, to the extent that investment opportunities require more capital than is available to the relevant Sub-Fund and it is not successful in partnering with larger investment vehicles to make such investments, the number of investment opportunities available to the Sub-Fund may be significantly reduced and the performance of the Sub-Fund may be materially adversely affected. In addition, the availability of investment opportunities generally will be subject to market conditions, as well as, in some cases, the prevailing regulatory or political climate. It is possible that competition for investments may increase, thus reducing the number of investments available to a Sub-Fund and adversely affecting the terms upon which investments can be made. The Fund may incur significant expenses in connection with identifying investment opportunities and investigating other potential investments which are ultimately not consummated, including expenses relating to due diligence, transportation, legal expenses and the fees of other third-party advisers. There can be no assurance that the Fund will be able to locate, consummate and exit investments that satisfy the investment objectives and strategy of a particular Sub-Fund, or that the Fund will be able to fully invest its committed capital. In addition, it is possible that the Fund or any Sub-Fund may have exposure to the same investment or securities through more than one Investment.

Non-Compete Agreements; Other Restrictive Covenants. BlackRock, the Investment Managers or any of their respective affiliates may enter into non-compete agreements in connection with certain investments by the Fund or other funds or separate accounts managed by BlackRock, the Investment Managers or their affiliates limiting, or preventing altogether, the Fund's ability to make investments in certain industries or geographic regions that the Fund otherwise would make. In addition, receipt by Investors of confidential information from the Fund may subject the Investors to covenants including non-solicitation and non-circumvention agreements.

Governmental Investors. Governmental entities, including pension plans maintained by governmental agencies and instrumentalities, may be permitted to invest in the Fund. Such Investors may be subject to federal, state or local laws that affect the applicability or enforcement of certain terms generally governing the Fund. For example, exculpation, indemnification, confidentiality, choice of law and choice of venue provisions may be applied differently with respect to such Investors.

Internal Reports. The Investment Managers may, in their discretion, provide the Investors with reports and materials prepared by the AIFM and/or the Investment Managers or their affiliates for internal use, including without limitation, diligence or investment committee reports with respect to an investment by the Fund, a third party investment fund or external investment advisor (collectively, "Reports"). To the extent the Investment Managers provide such Reports, (i) such Reports may not be suitable for an Investor's particular use and will not constitute, and should not be construed as, investment advice, (ii) such Reports will be provided to the Investors on an "as is" basis as limited background information in respect of an investment or external investment advisor for informational purposes only and should not be relied upon for any purpose, (iii) such Reports may be summarised or redacted and will not (and will not purport to) provide a complete description, whether positive or negative, of the applicable investment by the Fund or external investment advisor, (iv) to the extent that such Reports cite any opinions, views or judgments of third parties, any such opinions, views or judgments will not necessarily be the opinions, views or judgments of the Investment Managers, its principals, employees and/or affiliates, and (v) any opinions, views or judgments of personnel of the Investment Managers or their affiliates stated in the Reports will constitute the subjective judgment of such persons and may not reflect the consensus opinions, views or judgments of the Investment Managers, their principals, employees and/or their affiliates. Conversely, the Reports may reflect a consensus view, and not reflect the views of various principals and/or employees of the Investment Managers or their affiliates, including instances where such views differ materially and/or negatively.

Settlement Risks. No guarantee can be given that all entitlements attaching to securities acquired by the Fund, including interest and dividends, can be realised. Neither the AIFM, the Investment Managers nor any of their agents makes any representation or warranty about, or any guarantee of, the operation, performance, settlement, clearing and/or registration of investments or the credit risk associated with dealing in any investments.

Counterparty Risks. The Fund generally is subject to counterparty risk with respect to the brokers, counterparties, clearing houses and exchanges with which it deals. Any default by one of these parties could result in material losses to the Fund. The assets of the Fund held by brokers or counterparties may not be held in segregated accounts. Accordingly, in the event of any such default the Fund may only have the rights of a general creditor if any broker or counterparty dissolves or files for bankruptcy. Even where assets are (or are required to be) held in segregated accounts, the Fund may still be subject to risk of loss. The rights of creditors (including their ability to access assets held by a counterparty during bankruptcy and to offset liabilities) will vary across jurisdictions, which in turn will affect the ability of the Fund to recover its assets. In addition, the institutions, including brokerage firms and banks, with which the Fund trades or invests may encounter financial difficulties that impair the operational capabilities or the capital position of the Fund.

The bankruptcy or default of any counterparty could result in losses to the Fund. In addition, the Fund may bear the risk of loss because a counterparty does not have the legal capacity to enter into a transaction, or if the transaction becomes unenforceable due to relevant legislation or regulation (see Section 6.3 "*Certain Legal and Regulatory Risks*").

Many of the markets in which the Fund may effect its transactions are "over-the-counter" or "interdealer" markets. The participants in such markets are not typically subject to credit evaluation and regulatory oversight as are members of "exchange based" markets. This exposes the Fund to the risk that a counterparty will not settle a transaction in accordance with its terms

and conditions because of a dispute over the terms of the contract (whether bona fide or not) or because of a credit or liquidity problem, thus causing the Fund to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Fund has concentrated its transactions with a single or small group of counterparties. In the event that the Fund enters into a credit derivative with a counterparty that subsequently becomes insolvent or becomes the subject of a bankruptcy case, the credit derivative may be terminated in accordance with its terms and the Fund's ability to realise its rights under the credit derivative and its ability to recover and/or distribute the proceeds could be adversely affected. The ability of the Fund to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Fund.

In the case of a bankruptcy or failure of a counterparty with which the Fund deals, the Fund might not be able to recover any of its assets held, or amount owed, by such counterparty, even if such property is specifically traceable to the Fund; and, to the extent such assets or amounts are recoverable, the Fund might only be able to recover a portion of such amounts. Further, even if the Fund is able to recover a portion of such assets or amounts, any such recovery could take a significant period of time. Prior to receiving the recoverable amount of the Fund's property, the Fund may be unable to trade any positions held by such person, or to transfer any positions and cash held by such person on behalf of the Fund. This could result in significant losses to the Fund.

To mitigate counterparty risk the Fund will only use preferred counterparties which it believes to be creditworthy and may reduce the exposure incurred in connection with such transactions through the use of a letter of credit or collateral. A formal review of each new counterparty is completed and all approved counterparties are monitored and reviewed on an ongoing basis. However, there can be no guarantee that a counterparty will not default or that the Fund will not sustain losses as a result.

Counterparty Arrangements. In selecting counterparties to transactions in which the Fund will engage, including, but not limited to, borrowings under lines of credit it may have in place, the Investment Managers have the authority to and will consider a variety of factors in addition to the price associated with such transactions. Considerations may include, but are not limited to: (i) the ability of the counterparty to (a) provide other products and services, (b) accept certain types of collateral and provide multiple products or services linked to such collateral or (c) execute transactions efficiently, or (ii) the counterparty's facilities, reliability and financial responsibility. Such products and services generally may benefit both the Fund and other Client Accounts, although not necessarily in relation to their relative participation in a particular transaction. If the Investment Managers determine that a counterparty's transaction costs are reasonable overall, the Fund may incur higher transaction costs than it would have paid had another counterparty been used. The Investment Managers will periodically re-evaluate their assessment of the selected counterparties. Subject to applicable regulatory frameworks and the terms of the Fund's governing documents, counterparties to such transactions may be affiliates of, or service providers to, the Fund or the Investment Managers and thus such transactions may be subject to a number of potential conflicts of interest. See Section 13 "*Potential Conflicts of Interest*".

In addition, the Fund will likely concentrate their hedging activities with one or a few counterparty(ies) and the Fund are subject to the risk that a counterparty may fail to fulfil its obligations under a hedging contract. To the extent that a counterparty fails to fulfil its obligations, the Fund could potentially suffer a loss. Furthermore, in connection with its hedging activities or any borrowings or other indebtedness, the Fund will be required to pledge and/or charge cash, securities and/or other assets of the Fund as collateral to the relevant counterparty. To the extent a counterparty of the Fund files for bankruptcy or undergoes a similar event, it may be very difficult for the Fund to recover any such collateral or have the relevant counterparty's security interest in the Fund's assets pledged and/or charged as collateral terminated in a timely manner, any of which could significantly impact the Fund. The Fund may also be subject to risk of loss of

assets held with a counterparty in other situations, including if the counterparty is permitted to rehypothecate collateral, the counterparty fails to properly segregate customer funds, or the counterparty is not regulated in the United States, and such counterparty files for bankruptcy or undergoes a similar event.

Similar risks apply with respect to counterparties of the Fund's investments, including brokers, dealers, exchanges and custodians. See "Counterparty Risks" above.

Expedited Investment Decisions. Investment analyses and decisions by the Investment Managers may frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to the Investment Managers at the time of making an investment decision may be limited. Therefore, no assurance can be given that the Investment Managers will have knowledge of all circumstances that may adversely affect an Investment. In such cases, the information available at the time of an investment decision may be limited, and the Investment Managers may not have access to the detailed information necessary for a full evaluation of the investment opportunity. In addition, the Investment Managers may rely upon independent consultants and other sources in connection with their evaluation of proposed investments, and no assurance can be given as to the accuracy or completeness of the information provided by such independent consultants or other sources or to the Fund's right of recourse against them in the event errors or omissions do occur.

6.3 **Certain Legal and Regulatory Risks**

The Investment Managers and the AIFM are part of a larger firm with multiple business lines active in multiple jurisdictions that are governed by a multitude of legal systems and regulatory regimes, some of which are new and evolving. As a result, the Fund, the Investment Managers, the AIFM and/or their respective affiliates are subject to a number of legal, tax and regulatory risks, including changing laws and regulations, developing interpretations of such laws and regulations, as well as existing laws, and increased scrutiny by regulators and law enforcement authorities.

Some of this evolution may be directed at the alternative fund industry in general, or certain segments of the industry, and may result in scrutiny or claims against the Fund, the AIFM or the Investment Managers directly for actions taken or not taken by the Fund, the AIFM or the Investment Managers.

In summary, regulation generally as well as regulation more specifically addressed to the asset management industry, including tax laws and regulation, whether in the United States or abroad, could increase the cost of acquiring, holding or divesting investments, the profitability of investments and the cost of operating the Fund.

Enhanced Scrutiny Risk. As private investment firms and other alternative asset managers become more influential participants in the U.S. and global financial markets and economy generally, the asset management industry has been subject to criticism by some politicians, regulators and market commentators. Various federal, state and local agencies have examined and are examining the role of placement agents, finders and other similar private equity service providers in the context of investments by public pension plans and other similar entities, including investigations and requests for information. Furthermore, elements of organised labour and other representatives of labour unions have embarked on a campaign targeting private investment firms on a variety of matters of interest to organised labour, including with respect to affording favourable treatment or significant deference to organised labour and labour unions in dealings with preconstruction investments. There can be no assurance that the foregoing will not have an adverse impact on the Fund, the Investment Managers, the AIFM, BlackRock or any of their respective affiliates or otherwise impede the Fund's activities.

This increased political and regulatory scrutiny of the asset management industry was particularly acute during and in the aftermath of the global financial crisis. For example, various jurisdictions, including many European jurisdictions, have proposed and implemented

modernising financial regulations that have called for, among other things, increased regulation of, and disclosure with respect to, and possibly registration of, private investment funds. There is therefore a material risk that regulatory agencies in the United States, Europe or elsewhere may adopt additional burdensome laws (including tax laws) or regulations, or changes in law or regulation, or in the interpretation or enforcement thereof, which are specifically targeted at the asset management industry, or other changes that could adversely affect private investment firms and the funds they sponsor, including the Fund.

Regulatory Change Risk. The legal, tax and regulatory environment for alternative investment funds, investment advisers, and the instruments that they utilise (including derivative instruments) is continuously evolving. Such uncertainty and any resulting confusion may itself be detrimental to the efficient functioning of the financial markets and the success of certain investment strategies. Further, the ability of the Fund to pursue the Sub-Fund's strategies may be adversely affected due to additional regulatory requirements or changes to regulatory requirements applicable to the Fund, such as requirements that may be imposed due to other activities of the Investment Managers, the AIFM or their affiliates or as a result of the investment in the Fund by certain Investors or types of Investors.

Any changes to current regulations or any new regulations applicable to the Fund, the AIFM and/or the Investment Managers could have a material adverse effect on the Fund (including by imposing material costs on the Fund, reducing profit margins, reducing investment opportunities, requiring a significant restructuring of the manner in which the Fund is organised or operated or by otherwise restricting the Fund, the AIFM and/or the Investment Managers).

One example of legislation affecting the Fund is the Dodd-Frank Act and the rules and regulations thereunder. For various reasons, the Dodd-Frank Act may require material changes to the business and operations of, or have other adverse effects on, the Fund, the AIFM or the Investment Managers. Such requirements may increase the operating expenses of the Fund, as well as the administrative burden on the Investment Managers and the AIFM of managing client assets, which could have a material adverse effect on the Fund. There remains significant uncertainty regarding certain legislation (including the Dodd-Frank Act and the regulations developed pursuant to such legislation) and, consequently, the full impact that such legislation will ultimately have on the Fund, the AIFM, the Investment Managers and the markets in which they trade and invest is not fully known.

Risks Regarding Amendments to the ELTIF Regulation. There is a risk the ELTIF Regulation will be amended in the future. Therefore, the features of the Sub-Funds being subject to the ELTIF Regulation could potentially be amended in order to implement such future amendments to the ELTIF Regulation and any new regulatory technical standards or further administrative guidance that may be issued/adopted from time to time. For the avoidance of doubt, changes to the Schedules relating to such Sub-Funds that are required in order to implement such future amendments will not constitute material changes to those Schedules.

Risk of Third-Party Litigation. Additional regulation could increase the risk of third-party litigation. The transactional nature of the business of the Fund exposes the Fund, Investment Managers, the AIFM, BlackRock and each of their respective affiliates (including the relevant investment teams) generally to the risks of third-party litigation.

Enhanced Scrutiny and Potential Regulation of the Private Fund Industry. There has been significant discussion, starting early 2022, regarding enhanced governmental scrutiny and/or increased regulation of the private fund industry. It is uncertain what form and in what jurisdictions such enhanced scrutiny, if any, may ultimately take. It is difficult to determine what impact, if any, any increased regulatory scrutiny or initiatives, will have on the private fund industry generally or on the Fund specifically.

EU Alternative Investment Fund Managers Directive and UK AIFM Regulations. The AIFMD and the UK AIFM Regulations regulate the activities of certain private fund managers undertaking fund

management activities or marketing fund interests to investors within the EEA and the UK respectively. The AIFM is authorised and regulated by the CSSF. For the purposes of the AIFMD and the UK AIFM Regulations, the Fund and each Sub-Fund qualifies as an alternative investment fund (an "AIF"). As an alternative investment fund manager of 'EU AIFs', the AIFM is subject to numerous and varied compliance obligations and requirements under the AIFMD and the UK AIFM Regulations. Such obligations and requirements include, but are not limited to, the following: (I) the AIFM will be subject to certain reporting, disclosure, capital requirements, depositary and other compliance obligations under the AIFMD and/or the UK AIFM Regulations, which will result in the Fund incurring additional costs and expenses; (ii) the Fund and/or the AIFM may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions and the UK, which may result in the Fund incurring additional costs and expenses or otherwise affect the management and operation of the Fund; (iii) the AIFM will be required to make detailed information relating to the Fund and its investments available to regulators and, in some circumstances, to third parties; and (iv) the AIFMD and the UK AIFM Regulations may also restrict certain activities of the Fund in relation to EEA or UK investments respectively including, in some circumstances, the Fund's ability to recapitalise, refinance or potentially restructure an EEA or a UK investment within the first two years of ownership, which may in turn affect the operations of the Fund generally.

The regulatory regimes in relevant EEA member states and the UK, as well as the AIFMD and the UK AIFM Regulations themselves and the regulatory regime of the EEA or the UK as a whole, may be reformed during the life of the Fund.

In particular, the AIFMD has been amended by way of Directive (EU) 2024/927 of the European Parliament and of the Council of 13 March 2024 amending Directives 2011/61/EU and 2009/65/EC as regards delegation arrangements, liquidity risk management, supervisory reporting, provision of depositary and custody services and loan origination by alternative investment funds (commonly referred to as "AIFMD II"), which entered into force on 15 April 2024 and will take effect from 16 April 2026 subject to certain transitional provisions.

AIFMD II introduces new rules relating to AIFs that engage in loan origination; if a Sub-Fund engages in loan origination, the applicable AIFMD II rules will be set out in the relevant Schedule. In particular, alternative investment fund managers of such AIFs will be subject to, inter alia, a prohibition on making loans to certain types of borrower (including the AIF's alternative investment fund manager, its delegates, the depositary, and certain parties related thereto), individual concentration limits in respect of loans made to certain types of borrower (including other AIFs, UCITS or financial undertakings), risk retention requirements (in the case of loans originated by the AIF and transferred to a third party), and a prohibition on pursuing an "originate-to-distribute" strategy. Where a Sub-Fund qualifies as a loan-originating AIF, its alternative investment fund manager will also be subject to leverage limits (being 175% for open-ended AIFs and 300% for closed-ended AIFs, each calculated under the AIFMD commitment methodology) and, in the case of open-ended AIFs, will be required to demonstrate to the competent authority that the Sub-Fund's liquidity risk management system is compatible with its investment strategy and redemption policy. The AIFM will be required to comply with these requirements from 16 April 2026, including, with respect to the risk retention requirements and individual concentration limits, for loans originated prior to that date.

AIFMD II also introduces certain new requirements applicable to alternative investment fund managers of open-ended AIFs; where applicable to a Sub-Fund, these will be set out in the relevant Schedule. In such cases, the AIFM is required to adopt at least two appropriate liquidity management tools from a prescribed list after assessing the suitability of those tools in relation to the pursued investment strategy, the liquidity profile and the redemption policy of the AIF and to include the selected tools in the AIF's rules or instruments of incorporation for possible use in the interests of the AIF's investors. The AIFM has implemented detailed policies and procedures for the activation and deactivation of the two selected liquidity management tools and the operational and administrative arrangements for the use of such tools. In particular, the AIFM expects to

exercise the selected liquidity management tools in a proportionate and objective manner where required in the best interests of the Fund and its investors and where the exercise of these tools is appropriate and effective in light of market conditions and the relevant characteristics of the Fund. These tools are intended to ensure the Fund's overall resilience and are not intended to be utilized on a systematic basis. In addition, AIFMD II grants the AIFM the ability to (i) temporarily suspend the subscription and redemptions of Shares; and (ii) activate side pockets, in each case only in exceptional cases and where justified having regard to the interests of investors. National competent authorities shall, in the interest of investors, in exceptional circumstances and after consulting with the AIFM, also have the power to require the AIFM to activate or deactivate the suspension of subscriptions and redemptions of Shares where the competent authority considers there are risks to investor protection or financial stability that, on a reasonable and balanced view, necessitate such activation or deactivation. The activation of these exceptional liquidity management tools, whether by the AIFM in its discretion or at the direction of a competent authority, has the potential to negatively impact investors' liquidity.

The impact, if any, of AIFMD II on the Fund cannot be fully determined at present as the scope and implications of some of these requirements will be impacted by forthcoming regulatory guidance, both at a European and individual Member State level, the transposition of AIFMD II into the laws of individual Member States as well as the development of market practice. Any potential impact will therefore need to continue to be monitored once AIFMD II takes effect. Compliance with AIFMD II (including but not limited to those requirements set out above) has the potential to increase the cost and complexity of the Fund's operations, to exacerbate certain of the risks identified in relation to the AIFMD above and to impact the ability of a Sub-Fund to fully execute its investment strategy (e.g., by restricting its ability to transfer any loan it has originated, and limiting the concentration of certain types of investments) and may require changes to a Sub-Fund's liquidity terms, which changes may not be favourable to investors. AIFMD II introduces new requirements in relation to AIFs engaging in loan-origination, which may impact the ability of a Sub-Fund to execute its investment strategy.

Private Offering Exemptions. The Fund intends to offer Shares without registration under any securities laws of any jurisdiction (with the exception that the AIFM will seek to avail of marketing authorisation under the 2013 Law in Luxembourg and the AIFMD passporting regime in certain EEA jurisdictions, and also register to market in the UK in accordance with the UK AIFM Regulations). While the Board believes the Fund's reliance on exemptions from registration under various securities laws is justified, there can be no assurance that factors such as the manner in which offers and sales are made, concurrent offerings by other issuers, the scope of disclosure provided, failures to make notices, filings, or changes in applicable laws, regulations or interpretations will not cause the Fund to fail to qualify for such exemptions under applicable securities laws. Failure to so qualify could result in the rescission of sales of Shares at prices higher than the current value of those Shares, potentially materially and adversely affecting the Fund's performance and business. Further, even non-meritorious claims that offers and sales of Shares were not made in compliance with applicable securities laws could materially and adversely affect the AIFM and the Investment Managers' ability to conduct the Fund's business.

MiFID II. In accordance with rules, effective on 3 January 2018, pursuant to MiFID II, BlackRock will no longer pay for external research via client trading commissions for its MiFID II-impacted funds ("MiFID II-impacted funds"). BlackRock will meet such research costs out of its own resources. MiFID II-impacted funds include those which have appointed a BlackRock MiFID firm as manager or where investment management has been delegated by such firm to an overseas affiliate. Where investments are made in non-BlackRock funds, they will continue to be subject to the external manager's approach to paying for external research in each case. This approach may be different from BlackRock's and may include the collection of a research charge alongside trading commissions in accordance with applicable laws and market practice. This means that the costs of external research may continue to be met out of the assets within the fund.

MiFID II introduces restrictions on the receipt and retention of fees, commissions, monetary and non-monetary benefits ("inducements") where firms, regulated under MiFID II, provide clients with portfolio management services or independent investment advice. It also introduces obligations where firms provide clients with other services (such as execution services or restricted investment advice). In such cases, where a firm receives and retains an inducement, it must ensure that the receipt and retention of the inducement is designed to enhance the quality of the relevant service to the client and is properly disclosed. Where authorised intermediaries are subject to MiFID II and receive and/or retain any inducements, they must ensure that they comply with all applicable legislation, including, those introduced by MiFID II.

EMIR. Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, as amended ("EMIR") entered into force on 16 August 2012. EMIR and the regulations made under it impose certain obligations on parties to OTC derivative contracts according to whether they are "financial counterparties" such as European investment firms, certain alternative investment funds, credit institutions and insurance companies, or other entities which are "non-financial counterparties".

Financial counterparties and non-financial counterparties, in each case whose gross outstanding notional value of derivative contracts and that of other non-financial counterparties within its "group", exceeds certain thresholds (an "FC+" or "NFC+", respectively) will be subject to an obligation (the "clearing obligation") to clear through duly authorised or recognised central counterparties all OTC derivative contracts of a designated class entered into with other counterparties subject to the clearing obligation. The clearing obligation for certain classes of interest rate derivatives in G4 currencies came into effect on 21 June 2016 for the most significant market participants and is subject to certain phase-in periods with respect to other entities. The clearing obligation for certain main European index credit default swaps and interest rate derivatives in certain other currencies came into effect on 9 February 2017 for the most significant market participants and is subject to certain phase-in periods with respect to other entities.

Subject to certain exemptions, financial counterparties and NFC+s are also required by EMIR to collect initial and variation margin from their counterparties in respect of their non-cleared OTC derivative contracts (the "margin requirement"). The margin requirement will require all in scope entities to collect and post variation margin and, for those counterparties/groups with the highest volumes of uncleared derivatives require the collection of initial margin too. For entities with the biggest relevant derivatives portfolios the EMIR margin requirements (both initial and variation margin) have been in effect since 4 February 2017. Following a delay to the initial implementation timeline, initial margin requirements continued to be phased in by reference to outstanding relevant uncleared derivatives until 1 September 2022, whereas the EMIR variation margin requirements took full effect from 1 March 2017.

Non-financial counterparties whose gross outstanding notional value of derivative contracts and that of other non-financial counterparties within its "group", excluding eligible hedging transactions, is less than certain thresholds (a "NFC-") will not be subject to the clearing obligation and are not in scope for the margin requirement. However, NFC-s must also generally comply with the obligation to report all derivative transactions to a trade repository and other EMIR risk mitigation obligations. In addition, small financial counterparties ("FC-"), being financial counterparties whose gross outstanding notional value of derivative contracts and that of other entities within its "group" is less than certain thresholds, will not be subject to the clearing obligation but will still need to comply with EMIR rules on margin exchange for uncleared derivatives and the other risk mitigation requirements applicable to FCs.

The Fund is a financial counterparty under EMIR and will therefore, to the extent it enters into derivative transactions, be subject to both the clearing obligation (subject to exceeding the clearing threshold and being an FC+) and the margin requirement once any applicable phase-in periods have expired except to the extent that an exemption may apply.

It is expected that upon inception of the Fund, any subsidiary asset-holding vehicle will be a NFC-. As such, any subsidiary asset-holding vehicle will not be subject to the clearing obligation and is out of scope for the margin requirement. It is possible that this position could change in future if the gross outstanding notional value of its derivative contracts and that of other non-financial counterparties within its "group" excluding eligible hedging transactions, exceeds certain thresholds.

Investors should be aware that the regulatory changes arising from EMIR may in due course significantly increase the cost of entering into derivative contracts and, to the extent relevant, may adversely affect the Fund's and any subsidiary asset-holding vehicle's ability to enter into in scope transactions and therefore the Portfolio Manager's ability to implement hedging arrangements with respect to Fund investments.

Investment Advisers Act of 1940. Certain of the Investment Managers are registered as investment advisers under the U.S. Advisers Act and are consequently subject to the record-keeping, disclosure and other fiduciary obligations specified in the U.S. Advisers Act. Custody of the funds and securities of the relevant Sub-Funds will be maintained by one or more "qualified custodians" (within the meaning of Rule 206(4)-2 under the U.S. Advisers Act).

Investment Company Act of 1940. The Fund is not registered under the 1940 Act, in reliance on the exemption contained in Section 3(c)(7) thereof, which, in the case of a non-U.S. fund, generally exempts issuers the outstanding securities of which are owned by persons that are either non-U.S. persons (as defined in Regulation S under the Securities Act) or "qualified purchasers" (as that term is defined for purposes of the 1940 Act). Each prospective investor will be required to make appropriate representations and undertakings as to its eligibility to invest in the Fund. The 1940 Act provides certain protections to investors and imposes certain restrictions on registered investment companies (including, for example, limits on leverage, a requirement that securities be held in custody by a bank or broker in accordance with rules requiring the segregation of securities, prohibitions on a fund from engaging in certain transactions with affiliates of its Manager), none of which will be applicable to the Fund, and, therefore, Investors will not be able to avail themselves of the protections of the 1940 Act with respect to the Fund. The Investment Managers expect that many (and potentially all) of the vehicles established to make co-investments will similarly not be registered as investment companies under the 1940 Act.

Pay-to-Play Laws, Regulations and Policies. A number of U.S. states and municipal pension plans 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, certain officials by persons and entities seeking to do business with such governmental entities, including those seeking investments by public retirement funds. In addition, the SEC has adopted a rule that, among other things, prohibits an investment adviser from providing advisory services for compensation to a government client for two years after such investment adviser or certain of its executives or employees makes a contribution to certain elected officials or candidates. If the AIFM, the Investment Managers, any of their employees or affiliates, or any service provider acting on their behalf fails to comply with such laws, regulations or policies, such non-compliance may have an adverse effect on the Fund. Investors may also seek to pursue individual remedies, including withdrawal rights, which may be included in Letter Agreements or other similar agreements or otherwise imposed by applicable law, regulation or policy.

Risks Related to the Discontinuance of IBORs, in particular LIBOR. The London Interbank Offered Rate ("LIBOR") for most currency and tenor settings either ceased to be published or became non-representative as of the end of 2021, with U.S. Dollar LIBOR also ceased being published permanently from 30 June 2023. Market participants have adopted replacement benchmark rates and alternative methodologies for determining the interest payable. However, it is uncertain if the currently predominant successor rates and related methodologies for calculation will become permanently accepted alternatives to LIBOR or what effect any such changes may have on the financial markets and there can be no assurance that any such replacement benchmark rate(s) or their associated modes of implementation or methodologies for determination of interest payable

will not be subject to further change (or replacement) in the future. Regulators for certain other interbank offered rates ("IBORs") have also made statements regarding the cessation of those IBORs, and some have since been discontinued. Regulators and market participants have worked and are working to develop successor rates and transition mechanisms to replace such relevant IBORs with new benchmark rates. There can be no assurance, however, that the alternative benchmark rates and fallbacks will be effective at preventing or mitigating disruption as a result of the transition. The termination of LIBOR and the other IBORs, and the transition away from IBORs to one or more replacement benchmark rates (and any subsequent transition from a benchmark rate to an alternative benchmark rate) is complex and could have a material adverse effect on the Fund's business, financial condition and results of operations, including, without limitation, as a result of any changes in the pricing and/or availability of investments, negotiations and/or changes to the documentation for certain of the investments, the pace of such changes, disputes and other actions regarding the interpretation of current and prospective loan documentation, and/or costs of modifications to processes and systems. It is not possible at this point to identify those risks exhaustively but, in addition to the risks outlined above, they include the risk that an acceptable transition mechanism for those remaining LIBOR or IBOR rates may not be found or may not be suitable for the Fund. Moreover, any alternative reference rate and any pricing adjustments required in connection with the transition from LIBOR, another IBOR or any alternative benchmark rate may impose costs on, or may not be suitable for, the Fund, resulting in costs incurred to close out positions and enter into replacement trades.

The Fund may undertake transactions in instruments that are valued using IBOR rates or enter into contracts that determine payment obligations by reference to an IBOR rate. Until their discontinuance, the Fund may continue to invest in instruments that reference IBORs.

The Fund may also undertake transactions in instruments that are valued using, or enter into contracts that determine payment obligations by reference to IBOR rates or other benchmark rates which differ from the rates or methodologies of any indebtedness the Fund or its investment holding companies may incur to finance the investment. The difference in rates and methodologies used (or changes in rates and methodologies used as the market develops) may have an adverse effect on the Fund's business, financial condition and results of operations. The Fund may employ hedging to mitigate any risks associated with any difference in rates and methodologies of such instruments.

Regulatory Considerations Associated With "Plan Asset" Funds or Accounts. The Fund's activities may be restricted or otherwise limited as a result of regulatory requirements applicable to other Client Accounts that are "plan asset" funds or accounts and the AIFM's and/or the Manager's internal policies designed to address such requirements and related potential conflicts of interest. For example, depending on various factors including the level of aggregate BlackRock client investment in an investment, the Fund may be precluded from investing in such investment on the same date that other BlackRock clients are seeking to withdraw capital in respect of such investment. In such event, if the Fund wants to allocate assets to such investment, it may need to defer such investment until the investment's next available subscription date and accordingly, that portion of the Fund's assets will not be used to pursue the Fund's investment objectives until such investment is made.

The regulatory environment relevant to the Fund, the AIFM, the Investment Managers and the Fund's investment activities is evolving. As a result, BlackRock may from time to time modify its internal policies designed to comply with or limit the applicability of such regulatory requirements. Any such modifications will be made without notice to or written consent of the Shareholders. Such regulatory requirements and BlackRock policies may result in further limitations and restrictions on the activities of the Fund that could negatively impact the Fund.

Targeted Financial Sanctions. Targeted Financial Sanctions may prohibit BlackRock, its professionals and the Fund from transacting with or in certain countries and with certain individuals and legal persons. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces laws, Executive Orders and regulations

establishing U.S. economic and trade sanctions. Such sanctions prohibit, among other things, transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. These entities and individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs. The lists of OFAC prohibited countries, territories, persons and entities, including the List of Specially Designated Nationals and Blocked Persons, as such list may be amended from time to time, can be found on the OFAC website at www.treas.gov/ofac. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC. These types of sanctions may restrict the Fund's investment activities.

FCPA and U.K. Bribery Act Considerations. In some countries, there is a greater acceptance than in the United States of government involvement in commercial activities, and of corruption. BlackRock, its professionals and the Fund are committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act ("UKBA") and other anti-corruption laws, anti-bribery laws and regulations, as well as anti-boycott regulations, to which they are subject. As a result, the Fund may be materially and adversely affected because of its unwillingness to participate in transactions that violate such laws or regulations. Such laws and regulations may make it difficult in certain circumstances for the Fund to act successfully on investment opportunities and for investments to obtain or retain business.

In recent years, the U.S. Department of Justice and the SEC have devoted greater resources to enforcement of the FCPA. In addition, the United Kingdom through the UKBA has significantly expanded the reach of its anti-bribery laws. While BlackRock has developed and implemented policies and procedures designed to ensure strict compliance by BlackRock and its personnel with the FCPA and UKBA, such policies and procedures may not be effective in all instances to prevent violations. In addition, in spite of BlackRock's policies and procedures, investments and their affiliates, particularly in cases where the Fund or another BlackRock-sponsored fund or vehicle does not control such portfolio company, may engage in activities that could result in FCPA or UKBA violations. Any determination that BlackRock has violated the FCPA, UKBA or other applicable anti-corruption laws or anti-bribery laws could subject BlackRock to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of investor confidence, any one of which could materially and adversely affect BlackRock's business prospects and/or financial position, as well as the Fund's ability to achieve its investment objectives and/or conduct its operations.

Risks Arising from Potential Controlled Group Liability. Under certain circumstances it would be possible for the Fund to obtain a controlling interest (i.e., 80% or more) in certain investments. Based on recent federal court decisions, there is a risk that the Fund would be treated as engaged in a "trade or business" for purposes of ERISA's controlled group rules. In such an event, the Fund could be jointly and severally liable for an Investment's liabilities with respect to the underfunding of any pension plans which such Investment sponsors or to which it contributes. If the Investment were not able to satisfy those liabilities, they could become the responsibility of the Fund, causing it to incur potentially significant, unexpected liabilities for which reserves were not established.

Bank Recovery and Resolution Directive. The EU Bank Recovery and Resolution Directive (2014/59/EU) (collectively with secondary and implementing EU rules, and national implementing legislation, the "BRRD") equips national authorities in the EEA Member States (the "Resolution Authorities") with tools and powers for preparatory and preventive measures, early supervisory intervention and resolution of credit institutions and investment firms (collectively, "relevant institutions"). If such a relevant institution enters into an arrangement with the Fund and is deemed likely to fail in the circumstances identified in the BRRD, the relevant Resolution Authority may employ such tools and powers in order to intervene in the relevant institution's failure (including in the case of derivatives such as hedge transactions, powers to close-out such transactions or suspend any rights to close-out such transactions).

In particular, liabilities of relevant institutions arising out of the fund's documents or any underlying instruments (for example, liabilities arising under participations or provisions in underlying instruments requiring lenders to share amounts) not otherwise subject to an exception, could be subject to the exercise of "bail-in" powers of the relevant Resolution Authorities. If the relevant Resolution Authority decides to "bail-in" the liabilities of a relevant institution, then subject to certain exceptions set out in the BRRD, the liabilities of such relevant institution could, among other things, be reduced, converted or extinguished in full. As a result, the Fund and ultimately, the Investors may not be able to recover any liabilities owed by such an entity to the Fund. In addition, a relevant Resolution Authority may exercise its discretions in a manner that produces different outcomes among institutions resolved in different EEA Member States.

It should also be noted that similar powers and provisions are being considered in the context of financial institutions of other jurisdictions. The resolution mechanisms under the BRRD correspond closely to those available to the Single Resolution Board (the "SRB") and the European Commission under the single resolution mechanism provided for in Regulation (EU) No 806/2014 (the "SRM Regulation"). The SRM Regulation applies to participating EU member states (including EU member states outside the Eurozone that voluntarily participate through a close co-operation agreement). In such jurisdictions, the SRB will take on many of the functions that would otherwise be assigned to national Resolution Authorities by the BRRD. If an EU member state outside the Eurozone has chosen not to participate in the bank single supervisory mechanism, relevant institutions established in such EU member state will not be subject to the SRM Regulation, but to the application of the BRRD by the Resolution Authorities. It is possible, on the specific facts of a case, that resolution plans and resolution decisions made by the SRB may differ from the resolution schemes that would have been applied by Resolution Authorities. Therefore, the way in which a relevant institution is resolved and ultimately, the effect of any such resolution on the Fund and the Investors may vary depending on the authority applying the resolution framework.

### 6.4 Certain Tax Risks

Certain Tax Considerations. The following does not purport to be an exhaustive list of all potential tax risks which exist in connection with acquiring, holding, receiving distributions in respect of, or disposing of an interest in the Fund. As such, each Investor is urged to seek professional tax advice in connection with any investment in the Fund, and none of the Investment Managers, the AIFM or their affiliates can accept any responsibility in this regard.

Where the Fund invests in a jurisdiction, the entities which comprise the Fund, or the Investors, may be subject to tax in that jurisdiction. Sums payable to Investors may be subject to withholding tax either at the level of the Fund or at the level of the Investments. Investors may not be entitled to a credit in their home jurisdiction against any such taxes. Investors in a number of jurisdictions may be subject to tax on sums allocated to them in advance of distributions being made to them.

No assurance can be given regarding the actual level of taxation that may be imposed upon the Fund or its investments.

Tax laws and regulations are changing on an ongoing basis, and there could be changes in tax treaties during the life of the Fund which are applicable to an investment in the Fund. Such changes may be applied with retroactive effect. In particular, both the level and basis of taxation may change which may have an adverse effect on returns to Investors. Moreover, the interpretation and application of tax laws and regulations by certain tax authorities may not be clear, consistent or transparent. Uncertainty in the tax law as well as new developments in tax laws, may require the Fund to accrue potential tax liabilities even in situations where the Fund and/or the respective Investors therein do not expect to be ultimately subject to such tax liabilities. In particular, each Investor should note that the Biden administration and U.S. Congress have proposed and are considering various legislative changes to the tax laws of the United States (including an increase in corporate tax rates and/ or long-term capital gains rates), which could adversely affect the tax treatment of the Fund, certain subsidiaries, Investments, and/or some or

all of the Investors, and create uncertainty with respect to the future tax treatment of the Fund's investments. The final form and effective date of any such proposed legislation cannot be known at this time. Each Investor should also be aware that other developments in tax laws could have a material effect on the tax consequences to the Fund, the respective Investors therein and/or any investment vehicles through which the Fund invests and that Investors may be required to provide certain additional information to the Fund (which may be provided to relevant taxing authorities) or may be subject to other adverse consequences as a result of such change in tax laws.

Any Investor may be required to provide such information as may reasonably be required by the Investment Managers or the AIFM to enable the Fund to properly and promptly make such filings or elections as the Investment Managers or the AIFM may consider desirable or as required by law.

Finally, there may be delays in adviser reporting which could delay reports to Investors and may require Investors to seek any available extensions to the deadline to file their tax returns. Some information Investors may need to file their tax returns may not be available. Investors are urged to review the summary below under Section 12 "*Certain Tax Considerations*".

Tax Risks for Investors in the Fund. There are significant tax risks associated with an investment in the Fund, including the risk that the Fund may be treated as engaged in the conduct of a U.S. trade or business and be subject to U.S. taxation. While the Fund generally does not expect to earn a significant amount of income that is treated as effectively connected with a U.S. trade or business, no assurances can be provided. The Fund may be subject to withholding or other taxes on income and/or gains arising from its Investments, including without limitation taxes imposed by the jurisdiction in which an issuer of securities held by the Fund is incorporated, established or resident for tax purposes. Investors are urged to read the tax discussion in Section 12 "*Certain Tax Considerations – U.S.*" and to consult with their tax advisors with respect to the U.S. and other non-U.S. tax consequences of an investment in the Fund.

Information Reporting Regimes and International Agreements to Improve Tax Compliance. The Fund, the Investment Managers and/or the AIFM may need to comply with various exchange of information requirements, and with other applicable information reporting regimes. Investors must satisfy any requests for information pursuant to such requirements and failure to do so may result in expulsion from the Fund. In particular, Investors should be aware of the potential application of the U.S. Foreign Account Tax Compliance Act ("FATCA"), the Common Reporting Standard (the "CRS"), the "Directive on Administrative Co-Operation" (the "DAC"), Directive 2018/822/EU of the European Council, amending Directive 2011/16/EU of the European Council (commonly referred as "DAC6") and the OECD's Mandatory Disclosure Rules which require, or may require, the collection and exchange of certain information (and in the case of FATCA, may result in U.S. federal withholding taxes). See "*Certain Tax Considerations*" above.

BEPS and other international tax reforms. The tax risks to the Fund and all Investors may be affected by changes to tax and other laws, including the by the implementation of the Economic Co-Operation and Development's ("OECD") Action Plan on Base Erosion and Profit Shifting (the "BEPS Action Plan"). The development of the BEPS Action Plan is ongoing and may take different forms. Recommendations made under the BEPS Action Plan, as adopted or further adopted by OECD member states or other jurisdictions, may affect the ability of the Fund or subsidiaries of the Fund to benefit, directly or indirectly, from tax relief under double taxation treaties, to operate in certain jurisdictions without establishing a permanent establishment for tax purposes, and to claim tax relief for financing and other costs, among other possible outcomes, any or all of which could have an adverse effect on the performance of the Fund or the tax consequences of investing in the Fund for certain or all Investors. The Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (the "MLI") was published by the OECD on 24 November 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by implementing results from the BEPS project in more than 2,000 double tax treaties worldwide. A number of jurisdictions (including Luxembourg) have

signed the MLI. Luxembourg ratified the MLI through the Luxembourg law of 7 March 2019 and deposited its instrument of ratification with the OECD on 9 April 2019. As a result, the MLI entered into force for Luxembourg on 1 August 2019. Its application to each individual double tax treaty concluded by Luxembourg depends on ratification by the other contracting state and on the type of tax concerned. Among other things, the MLI may affect the ability of the Fund or any other relevant entities to benefit from certain withholding tax exemptions. The MLI does not address all action points of the BEPS Action Plan, and in many areas (and in many jurisdictions) work continues on implementation of the recommendations, so the full detail is not yet resolved. In addition, on 12 July 2016, the European Council formally adopted a directive containing a package of measures to combat tax avoidance ("ATAD 1" and, as subsequently amended in 2017, "ATAD 2"). The rules under ATAD 1 and ATAD 2 have been implemented by all EU member states and may affect the structuring and tax efficiency of the Fund.

Further to the BEPS Action Plan, the OECD has issued publications relating to the reform of the international allocation of taxing rights ("Pillar One") and the introduction of a system ensuring a minimum level of taxation for multinational enterprises ("Pillar Two").

Pillar One aims to first introduce a mechanism for the reallocation of taxing rights (called Amount A) over a portion of the residual profits of the largest and most profitable MNEs (as defined below) to market jurisdictions, i.e., jurisdictions in which goods or services are supplied or consumers are located. In October 2023, the Multilateral Convention to Implement Amount A of Pillar One ("MLC") was released with the aim of coordinating this reallocation of taxing rights. The text of the MLC is not has been released, although the formal signature process has not yet been commenced. In addition, Amount B of Pillar One aims to standardise the remuneration of related party distributors that perform baseline marketing and distribution activities in a manner that is aligned with the arm's length principle. The Amount B concept is incorporated into the OECD Transfer Pricing guidelines. For in-scope structures, these measures may affect returns to the Fund and the Investors. Further proposals on Pillar One are expected in the future.

The Pillar Two rules aim to ensure that large multinational enterprise ("MNE") groups pay a minimum level of tax on the income arising in each of the jurisdictions where they operate, by imposing a top-up tax whenever the effective tax rate, determined on a jurisdictional basis, is below the minimum rate specified in Pillar Two.

If an Investor entity – or, where applicable, its ultimate parent entity – consolidates (or is deemed to consolidate) the Fund in its consolidated financial statements ("Consolidated Financial Statements"), there is a risk that the Fund may become subject to Pillar Two tax.

If the Fund falls within the scope of Pillar Two, the effective tax rates within its structure could increase due to higher amounts of tax being due or the possible denial of deductions. Tax compliance costs may also increase, which could adversely affect returns to the Investors. In the event the Fund becomes liable for any Pillar Two tax, this may reduce the amounts available for distribution to the Investors.

Each Investor agrees to indemnify the Fund, on demand, for any Pillar Two tax liability and tax compliance costs that may be incurred by the Fund as a result of a (deemed) consolidation in the Consolidated Financial Statements relating to that Investor.

To the extent that any Pillar Two tax liability arises at the level of an Investor entity or, where applicable, the MNE group to which it belongs, as a result of the investment in the Fund, such liability shall be borne solely by the Investor giving rise to it and not borne by the Fund or any other Investor. Investors are responsible for assessing their own Pillar Two tax position in connection with their investment in each Fund, including whether they may be required to consolidate the Fund on a line-by-line basis in their Consolidated Financial Statements. Investors must notify BlackRock as soon as any such (deemed) consolidation requirement is identified.

BlackRock reserves the right to redeem the interest in the Fund of any Investor if such investment gives rise to additional Pillar Two tax at the level of the Fund and/or results in additional filing or compliance obligations for the Fund.

The further or continuing implementation of the BEPS Action Plan, and of the other measures described above, may also require the AIFM, the Investments Managers and/or their representatives to enter into discussions with tax authorities which may involve disclosure of the structure of the Fund and the identity and certain other information pertaining to the Investors or the investors of Investors. Each Investor should be aware that such discussions and disclosure may take place and that Investors may be required to provide further information to the AIFM and/or the Investment Managers in order to facilitate such discussions. Any such restructuring or discussions may give rise to adverse tax or other consequences and there is no guarantee that the outcome of any restructuring or discussions with tax authorities will achieve their intended results. Investors should consider the potential impact of these regimes.

Each Investor should be aware that once there is further clarity on the interpretation of these rules and certain concepts used therein, it may be necessary to restructure, re-domicile or modify the Fund or any other relevant entities, the Fund's direct or indirect investments, and the entities through which such investments are made (including changing the jurisdiction or type of entities in one or more of the holding and financing structures through which investments are held and financed); amend the terms of the Fund documents (including the subscription documents), and make other changes to any relevant agreements in connection therewith. Such changes may disproportionately adversely affect certain Investors and the consent of such Investors will not be required to effect such changes.

Blacklists, Lists of Non-cooperative Jurisdictions, and Similar Lists. Investors in the Fund should be aware that the ECOFIN committee of the European Union maintains a list of non-cooperative jurisdictions for tax purposes (which is often referred to as the "EU blacklist"), and that other jurisdictions maintain lists of low tax or "tax haven" jurisdictions. Investors should be aware that it is unclear which jurisdictions may be included on one or more such lists by the European Union, other groupings of jurisdictions or a particular jurisdiction in the future and how long any such designation would remain in place and what ramifications, if any, any such listing would have for the Fund, Investors and/or the investments. In particular, Investors should be aware that it is possible that the Fund may use subsidiaries or aggregators that are domiciled in a jurisdiction that is, or may in the future be, included on one or more such lists, and that underlying funds may be domiciled in, and/or may use subsidiaries, aggregators or alternative vehicles for one or more of Investors and/or investments that are domiciled in a jurisdiction that is, or may in the future be, included on one or more such lists. As the European Union, other groupings of jurisdictions, or any particular jurisdiction may implement its own laws and regulations in connection with any such listing, the tax and other implications to the Fund and Investor may differ on a country-by-country and investor-by-investor basis.

Tax Liabilities in Developing Jurisdictions. Where the Fund invests in a jurisdiction where the tax regime is not fully developed or is not sufficiently certain, additional tax-related costs may be incurred. For example, the Fund may be required to structure to try to minimise taxes that may not ultimately apply, or may pay taxes (and then seek a refund of such taxes) that it believes do not apply. In cases where taxes are not paid, the Fund, the AIFM, the Portfolio Manager, and any affiliates of the foregoing, may be liable for taxes or other charges of the Fund, notwithstanding that they may believe in good faith that no such taxes or charges are payable, including as a result of audit. If the Fund is assessed any interest and penalties relating to taxes, such interest and penalties will be charged to the Fund, and the Investors may be required to indemnify the Fund for such interest and penalties.

EU Commission proposals. According to the EU Commission, the complexity and interaction of the different tax systems within the 27 member states increases tax uncertainty and tax compliance costs, discourages cross-border investment, and puts EU businesses at a competitive disadvantage compared to businesses operating elsewhere in the world. In this context, on 12 September 2023,

the EU Commission proposed new rules for a common corporate income tax framework in the EU, called "BEFIT" (Business in Europe: Framework for Income Taxation), that will replace the current 27 different ways for determining the taxable base of in-scope groups of companies. According to the explanatory memorandum, the proposal is consistent with the other proposals made by the EU Commission in the context of the 2021 Communication as well as with the implementation of the OECD/G20 Inclusive Framework Two-Pillar Solution. This could adversely affect the treatment of the Fund and certain or all of the Investors.

Risks Relating to Tax Audits. The Fund is subject to the risk of audit or other forms of tax inquiry or investigation in local jurisdictions and, in the event of an adverse determination in connection with any such audit, inquiry or investigation, the Fund and/or the Investors may be liable for additional taxes.

In addition, an Investor may indirectly bear costs and/or liabilities related to audits that are attributable to a prior taxable year, including cases in which an Investor may not have owned any Shares in the Fund or in which the Shareholder's ownership percentage has changed.

U.S. Tax Reform. According to publicly released statements, a top legislative priority of President Biden's administration and of Democrats in the Senate and the House of Representatives is significant tax increases and various other changes to U.S. tax rules. Legislation has been proposed that includes, among other changes, increases in the corporate and capital gains rates, an overhaul of the international tax rules and modifications to the exemption for portfolio interest. It is unclear whether any legislation will be enacted into law or, if enacted, what form it would take, and it is also unclear whether there could be regulatory or administrative action that could affect U.S. tax rules. The impact of any potential tax changes on an investment in the Fund is uncertain. Investors should consult their own tax advisors regarding potential changes in tax laws and the impact on their investment in the Fund and the impact on the Fund and any potential investments.

No Tax Advice. Thee information regarding certain tax risks associated with an investment in the Fund, set out in this Section 6 "*Investment Considerations and Risk Factors*" is not exhaustive, does not deal with the position of particular categories of Investors and does not constitute legal or tax advice. Investors are urged to consult their tax advisors with respect to their particular tax situations and the tax effects of an investment in the Fund and the holding or disposal of Shares.

***The foregoing list of risk factors does not purport to be a complete enumeration of the risks involved in an investment in the Fund. Additional risks may exist that are not presently known to Fund or are deemed immaterial. Investors should read this entire Prospectus and the Articles together with the Schedule for the relevant Sub-Fund in which they propose to invest and consult with their independent advisors before deciding whether to invest in the Fund. In addition, as the investment strategy of the Fund develops and changes over time, an investment in the Fund may be subject to additional and different risk factors.***

## 7. MANAGEMENT

### 7.1 The Board

The Fund will be managed by the Board which has overall responsibility for the management and administration of the Fund, as well as the investment policies and strategies of the Fund and each Sub-Fund. The directors of the Board are non-executive directors and are not required to devote their full time and attention to the business of the Fund. They may be engaged in any other business and/or be concerned or interested in or act as directors, managers or officers of any other company or entity. Some of the Directors may be employees of BlackRock.

The Board is vested with the broadest powers to perform all acts of disposition and administration within the Fund's purpose. All powers not expressly reserved to the general meeting of Shareholders by law, this Prospectus or the Articles, fall within the competence of the Board.

The Board has appointed certain third-party service providers, as described in this Prospectus, to provide services and/or assume certain functions in relation to the Fund or a specific Sub-Fund. The Board and any service providers, as applicable, may from time to time appoint certain related or unrelated service providers to provide services and/or assume certain functions in relation to the Fund or a specific Sub-Fund.

References in this Prospectus to the Board and any function of the Board shall, wherever the context requires, mean its third-party service providers or any other duly authorised delegates and such third-party service providers or any other duly authorised delegates carrying out such functions, in each case acting in their capacity as delegates of the Board.

Unless otherwise specifically set out in the relevant Schedule, the Board will not carry out, and will not be deemed to be carrying out (i) the purchase or sale of any investment on behalf of the Fund, (ii) the evaluation of the assets of the Fund, or (iii) the monitoring of compliance with investment restrictions of the Fund, all of which, as further described herein, shall be carried out by the AIFM, an Investment Managers or any of their respective delegates (as the context requires).

Subject to certain exceptions, the directors of the Board will be entitled to indemnification from the Fund for any loss or damage incurred by any of them on behalf of the Fund, or in furtherance of the interests of the Fund, or arising out of, or in connection with the Fund, including the operations of the Fund and the placement of Shares.

The Board is composed of Joanne Fitzgerald, Russell Leonard Proffitt-Perchard, Geoffrey Douglas Radcliffe and Stefano Attici.

### 7.2 AIFM

The Board has appointed the AIFM to act as the alternative investment fund manager of the Fund pursuant to the terms of the AIFM Agreement and in accordance with the provisions of the 2013 Law. The AIFM was incorporated on 30 March 1988 in Luxembourg. It is a BlackRock Entity and a subsidiary of BlackRock.

The AIFM is authorised and regulated by the CSSF with permission to manage AIFs.

Professional liability risks resulting from those activities which the AIFM carries out pursuant to the AIFMD are covered by the AIFM through 'own funds' (within the meaning of the AIFMD).

The AIFM is responsible for the portfolio management of the Fund and exercising the risk management function in respect of the Fund. Under the AIFM Agreement, the AIFM has full discretion to invest the assets of the Fund in accordance with the investment objective, investment strategy and investment restrictions described in this Prospectus.

As the alternative investment fund manager of the Fund, the AIFM is responsible for ensuring compliance with the AIFMD in respect of the Fund.

A Relevant Replacement of the AIFM by the Board requires the prior approval of the holders of at least 50% of the Shares; provided that, in the event that the AIFM is replaced with an Affiliate of BlackRock (that is appropriately authorised and regulated as an alternative investment fund manager under the AIFMD), the prior approval of Shareholders shall not be required.

7.3 **Investment Managers**

The AIFM may delegate day-to-day portfolio management duties in respect of a Sub-Fund to one or more Investment Managers.

Details of the Investment Manager(s) of a Sub-Fund are set out in the relevant Schedule.

7.4 **Depositary**

State Street Bank International GmbH, Luxembourg Branch acts as the depositary (the "Depositary") for the Fund and in doing so shall comply with the provisions of the AIFMD and the terms of the depositary agreement between the Fund, the AIFM and the Depositary, as amended and/or restated (the "Depositary Agreement").

The Depositary's registered office is at 49, avenue J.F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg.

The Depositary is authorised and regulated by the CSSF to act as depositary of an AIF.

The Depositary's duties include, amongst others, the following:

(a) ensuring that the Fund's cash flows are properly monitored, and that all payments made by or on behalf of Investors upon the subscription of Shares in the Fund have been received respectively;

(b) safekeeping the assets of the Fund, which includes (a) holding in custody all financial instruments that can be registered in a financial instrument account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary; and (b) for other assets, verifying the ownership of such assets and maintaining records accordingly (the "Safekeeping Function");

(c) ensuring that the sale, issue, re-purchase, redemption and cancellation of Shares in the Fund (to the extent relevant) is carried out in accordance with applicable laws, this Prospectus and the Articles;

(d) ensuring that the value of the Shares in the Fund is calculated in accordance with applicable laws, this Prospectus and the Articles;

(e) carrying out the instructions of the AIFM, unless they conflict with applicable laws, this Prospectus and the Articles;

(f) ensuring that in transactions involving the Fund's assets any consideration is remitted to the Fund respectively within the usual time limits; and

(g) ensuring that the Fund's income is applied in accordance with applicable laws, this Prospectus and the Articles.

The duties and responsibilities of the Depositary in relation to the Fund are set out in detail in the Depositary Agreement and, with the exception of performing such duties and responsibilities, the Depositary is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Fund and is not responsible for the preparation of this

Prospectus and accepts no responsibility or liability for any information contained in this document other than the description in this Section.

The Depositary has entered into a written agreement delegating the performance of its Safekeeping Function in respect of certain assets. The liability of the Depositary will not be affected by the fact that it has entrusted the Safekeeping Function to a third party, save where this liability is lawfully discharged to a delegate (such discharge will be notified to the Shareholders of the Fund) or where the loss of financial instruments arises as a result of an external event beyond reasonable control of the Depositary as provided for under AIFMD. By way of derogation, the Depositary shall not be able to discharge itself of liability in the event of a loss of financial instruments held in custody by a third party for a Sub-Fund that is an ELTIF marketed to Retail Investors.

The AIFM reserves the right to change the depositary arrangements described above by agreement with the Depositary and/or in its discretion to appoint replacement service providers to provide such depositary services, subject to the prior approval of the CSSF.

### 7.5 Administrator

State Street Bank International GmbH, Luxembourg Branch has been appointed to act as the administrator, registrar and transfer agent (the "Administrator") of the Fund pursuant to a separate administration agreement (the "Administration Agreement").

The Administrator is authorised and regulated by the CSSF.

Under the Administration Agreement, the Administrator will carry out all general administrative duties related to the administration of the Fund required by Luxembourg law, namely (i) calculate the net asset value of the Fund, maintain the accounting records of the Fund and perform accounting services; (ii) perform the registrar services such as the maintenance of books and records of the Fund as well as process all subscriptions, redemptions, conversions, and transfers of Shares, and register these transactions in the register of Shareholders; and (iii) perform the client communication services such as disseminating distribution notices and distributing audited financial statements to Shareholders. In addition, as registrar and transfer agent of the Fund, the Administrator may also be in charge of collecting the required information and performing verifications on Shareholders to comply with applicable anti-money laundering rules and regulations. In addition, as registrar and transfer agent of the Fund, the Administrator may also be in charge of collecting the required information and performing verifications on Shareholders to comply with applicable anti-money laundering rules and regulations.

All the duties and responsibilities of the Administrator in relation to the Fund are set out in the Administration Agreement and with the exception of performing such duties and responsibilities, the Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Fund and is not responsible for the preparation of this document and accepts no responsibility or liability for any information contained in this document other than the above description in this Section.

The Fund reserves the right to change the administration arrangements described above by agreement with the Administrator and/or in its discretion to appoint additional or alternative administrators, subject to the prior approval of the CSSF.

### 7.6 Corporate Secretary and Domiciliation Agent

CSC Global Solutions (Luxembourg) S.à r.l. has been appointed to act as the corporate secretary and domiciliation agent (the "Corporate Secretary and Domiciliation Agent") pursuant to a separate corporate secretary and domiciliation services agreement (the "Corporate Secretary and Domiciliation Services Agreement").

Corporate Secretary and Domiciliation Agent will carry out all general duties related to organizing, convening and holding of the meetings of the Board and Shareholders, drafting of the minutes and resolutions, preparation of the meetings' materials and providing support for the respective meetings. In addition, the Corporate Secretary and Domiciliation Agent shall provide services related to the use of a registered address of the Corporate Secretary and Domiciliation Agent, storing of Fund's files and records at the registered address of the Corporate Secretary and Domiciliation Agent, maintaining the registers as well as filing of statutory changes of the Fund with the Luxembourg Trade and Companies Register, at the Fund's expense.

The duties and responsibilities of the Corporate Secretary and Domiciliation Agent in relation to the Fund are set out in detail in the Corporate Secretary and Domiciliation Services Agreement and with the exception of performing such duties and responsibilities, the Corporate Secretary and Domiciliation Agent is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Fund and is not responsible for the preparation of this document and accepts no responsibility or liability for any information contained in this document other than the above description in this Section.

The Fund reserves the right to change the arrangements described above by agreement with the Corporate Secretary and Domiciliation Agent and/or in its discretion to appoint replacement service providers to provide such corporate secretary and domiciliation services.

### 7.7 Auditor

PricewaterhouseCoopers, (*société coopérative*) has been appointed as the auditor of the Fund (the "Auditor"). The Auditor's responsibility is to audit and, where relevant, express an opinion on the financial statements of the Fund (or a specific Sub-Fund or Sub-Funds) in accordance with applicable law and auditing standards.

### 7.8 Distributors

BlackRock (Netherlands) B.V. or any of its affiliates appointed by the Fund as a principal distribution agent (the "Principal Distributor"), may be engaged to identify eligible purchasers of Shares in the Fund and to facilitate the sale of the Shares.

BlackRock (Netherlands) B.V. is authorised by the Netherlands Authority for the Financial Markets. The Principal Distributor may appoint third parties (the "Distributors") to find eligible purchasers for Shares and to facilitate the sale of such Shares subject to the terms of the applicable distribution agreement. The Distributors may delegate certain of its distribution responsibilities to the sub-distributors, from time to time, subject to the terms of the applicable distribution agreement.

The Fund reserves the right to replace the Principal Distributor and/or appoint other Distributors from time to time, in its sole discretion.

Any Distributor will, where required by applicable law to distribute the Shares, hold MiFID II or equivalent permissions.

## 8. SHARES

### 8.1 Shares

The Fund was incorporated on 6 September 2024 with a subscribed share capital of thirty thousand Euros (EUR 30,000.-). The initial shareholder (the "Initial Shareholder") subscribed for thirty (30) Shares issued at a fixed issue price of one thousand Euros (EUR 1,000). The Initial Shareholder shall be entitled to (i) withdraw from the Fund as from the first subscription amount received by the Fund and (ii) receive the return for the subscription price of its Shares without interest or deduction, if any.

The subscribed capital of the Fund must at all times be at least the amount required by the 2010 Law which at the date of this Prospectus is the equivalent in the reference currency of the Fund of one million two hundred fifty thousand Euro (EUR 1,250,000) except during the first twelve (12) months following the authorisation of the Fund.

The share capital of the Fund is represented by fully paid-up Shares. For the avoidance of doubt, Shares in a Sub-Fund may have different features from Shares in another Sub-Fund, and a Share Class in a Sub-Fund may have different features from another Share Class in the same Sub-Fund, such as the fee structure, minimum subscription or holding amount, currency, hedging techniques or distribution policy or other distinctive features. As a result, the Net Asset Value of Shares may differ between Sub-Funds and between Share Classes in the same Sub-Fund. The Shares will be issued in registered form only. Written confirmation of registration will be issued upon request and at the expense of the requesting Shareholder. The registration of a Shareholder in the register of Shares of the Fund evidences the Shareholder's ownership right towards the Fund. Following each purchase and redemption of Shares, written confirmations of ownership will be made available to each Shareholder by email, via a telecommunication system or network, or by such other method as may be agreed with the Shareholder.

The Fund will recognise only one single Shareholder per Share. In case a Share is owned by several persons, they must appoint a single representative who will represent them towards the Fund. The Board has the right to suspend the exercise of all rights attached to that Share until such representative has been appointed.

The Shares carry no preferential or pre-emptive rights: the Board is authorised without limitation to issue an unlimited number of fully paid-up Shares on any valuation date without reserving to existing Shareholders a preferential or pre-emptive right to subscribe for the Shares to be issued.

Each Share entitles the Shareholder to one (1) vote at all general meetings of Shareholders of the Fund and at all meetings of the Sub-Fund or Share Class concerned.

Fractions of Shares will be issued up to four (4) decimal places. Such fractional Shares will be entitled to participate on a *pro rata* basis in the net assets attributable to the Sub-Fund or Share Class to which they belong in accordance with their terms, as set out in this Prospectus. Fractions of Shares do not confer any voting rights on their holders. However, if the sum of the fractional Shares held by the same Shareholder in the same Share Class represents one or more entire Shares, such Shareholder will benefit from the corresponding voting right attached to the number of entire Shares.

Shares are each entitled to participate in the net assets allocated to the relevant Sub-Fund or Share Class in accordance with their terms, as set out in the relevant Schedule. Shares will be issued and redeemed, if applicable, in accordance with the relevant Schedule.

The issue and redemption of Shares shall be prohibited: a) during any period in which the Fund does not have a Depositary; b) where the Depositary is put into liquidation or declared bankrupt

or seeks an arrangement with creditors, a suspension of payment or a controlled management or is the subject of similar proceedings.

With regard to a Sub-Fund that qualifies as an ELTIF, an Investor shall always have the option to redeem their Shares in cash. A redemption in kind out of the assets of a Sub-Fund that is an ELTIF, shall only be possible (i) if such Sub-Fund offers such an option, (ii) when the Investor asks in writing to be repaid through a share of the assets of the ELTIF and (iii) when no specific rules restrict the transfer of those assets.

8.2 **Sub-Funds**

The Fund is a single legal entity incorporated as an umbrella fund comprised of separate Sub-Funds. Each Share issued by the Fund is a share in a specific Sub-Fund. Each Sub-Fund has a specific investment objective and strategy as further described in its Schedule. A separate portfolio of assets is maintained for each Sub-Fund and invested for its exclusive benefit in accordance with its investment objective and strategy.

With regard to third parties, in particular towards the Fund's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it. As a consequence, the assets of each Sub-Fund may only be used to meet the debts, liabilities and obligations attributable to that Sub-Fund. In the event that, for any reason, the liabilities arising in respect of the creation, operation and liquidation of a Sub-Fund exceed the assets allocated to it, creditors will have no recourse against the assets of any other Sub-Fund to satisfy such deficit. Assets and liabilities are allocated to each Sub-Fund in accordance with the provisions of the Articles.

Each Sub-Fund may be established for an unlimited or limited duration as specified in its Schedule. In the latter case, upon expiry of the term, the Fund may extend the duration of the Sub-Fund one or more times. Shareholders will be notified at each extension. At the expiry of the duration of a Sub-Fund, the Fund will redeem all the Shares in that Sub-Fund. The Schedules will indicate the duration of each Sub-Fund and its extension, where applicable.

Additional Sub-Funds may be established by the Fund from time to time without the consent of Shareholders in other Sub-Funds. A new Schedule will be added to this Prospectus for each new Sub-Fund established.

8.3 **Share Classes**

Sub-Funds may offer several Share Classes, as set out in the relevant Schedules. Each Share Class within a Sub-Fund may have different features such as the fee structure, minimum subscription or holding amounts, currency, different hedging techniques or distribution policy or other distinctive features, or be offered or reserved to different types of Investors. Investors will be able to choose the Share Class with the features most suitable to their individual circumstances.

Each Share Class may be created for an unlimited or limited duration, as specified in the Schedule. In the latter case, upon expiry of the term, the Fund may extend the duration of the Share Class once or several times. Shareholders will be notified at each extension. At the expiry of the duration of a Share Class, the Fund will redeem all the Shares in that Share Class. The Schedule will indicate the duration of each Share Class and its extension, where applicable.

The Board may apply for Share Classes of certain Sub-Funds to listing and/or admission to trading on the Luxembourg Stock Exchange and/or another stock exchange, details of which may be set out in the relevant Schedule.

Additional Share Classes may be established in any Sub-Fund from time to time without the approval of Shareholders in that Sub-Fund. New Share Classes will be added to the relevant

Schedule. Such new Share Classes may be issued on terms and conditions that differ from the existing Share Classes.

The list and details of the Share Classes established within each Sub-Fund, if any, are set out in the Schedules.

8.4 **Dividend Distribution Policy**

Each Sub-Fund may offer distributing Shares and non-distributing Shares. The Schedule shall indicate whether Shares confer the right to dividend distributions ("Distributing Shares") or do not confer this right ("Accumulating Shares"). Distributing Shares and Accumulating Shares issued within the same Sub-Fund will be represented by different Share Classes.

Accumulating Shares capitalise their entire earnings whereas Distributing Shares pay dividends. Whenever dividends are distributed to holders of Distributing Shares, their Net Asset Value per Share will be reduced by an amount equal to the amount of the dividend per Share distributed, whereas the Net Asset Value per Share of Accumulating Shares will remain unaffected by the distribution made to holders of Distributing Shares.

The Board will determine how the earnings of Distributing Shares shall be distributed and may declare distributions from time to time, at such time and in relation to such periods as the Board shall determine, in the form of cash or Shares, in accordance with the dividend distribution policy adopted for such Distributing Shares as described in the Schedule. The dividend distribution policy may vary between Distributing Shares within the same or different Sub-Fund. Dividend distributions are not guaranteed with respect to any Share Class. In any event, no distribution may be made if, as a result, the subscribed capital of the Fund would fall below the minimum amount required by the 2010 Law, which is currently EUR 1,250,000.

No interest shall be paid on dividend distributions declared by the Fund which have not been claimed. Dividends not claimed within five years of their declaration date will lapse and revert to the relevant Share Class.

Sub-Funds may elect to redeem Shares on a *pro rata* basis among the Shareholders in order to distribute available liquidity (including a return of capital and/or proceeds) to the Shareholders, subject to applicable laws.

8.5 **Eligible Investors**

Shares may only be acquired or held by investors who satisfy all additional eligibility requirements for a specific Sub-Fund or Share Class, if any, as specified in the applicable Schedule (including with respect to the relevant Share Class in the Schedule) or as otherwise provided for in this Prospectus, the Articles or the applicable Subscription Form (an "Eligible Investor"). Shares are not permitted to be acquired or held by investors that are U.S. Persons.

The Fund may decline to issue any Shares and to accept any transfer of Shares, where it appears that such issue or transfer would or might result in Shares being acquired or held by, on behalf or for the account or benefit of, any investor not qualifying as an Eligible Investor. The Fund may compulsorily redeem all Shares held by, on behalf or for the account or benefit of, any investor not qualifying as an Eligible Investor in accordance with the procedure set out in this Prospectus.

Each Sub-Fund and/or each Share Class may have different or additional requirements as to the eligibility of its Investors. Certain Sub-Funds or Shares Classes may be reserved to specified categories of Investors such as institutional investors or Investors who are residents of or domiciled in specific jurisdictions. Eligibility requirements for each Sub-Fund or Shares Class are set out in the Schedules and otherwise in this Prospectus, the Articles and the Subscription Form.

8.6 **Transfer of Shares**

Save to the extent detailed in the Schedule for a relevant Sub-Fund, no Shareholder may, directly or indirectly, sell, assign, encumber, mortgage, transfer or otherwise dispose of (each, a "Transfer"), voluntarily or involuntarily, any Shares without the prior written consent of the Board or its duly authorised delegates in their sole discretion. The Board or its duly authorised delegates shall not withhold consent to a Transfer by a Shareholder of all or any of its Shares to an Affiliate, provided that such proposed Transfer meets the criteria set forth in the Articles and this Prospectus. A Shareholder will be responsible for all costs associated with an attempted or realised Transfer, whether or not the Board or its duly authorised delegates consent to the Transfer. Transfers to U.S. Persons are prohibited.

In addition, the Investment Managers and/or BlackRock Entities may assign or transfer all or any of their Shares, without notice to Shareholders, (i) to the extent such assignment or transfer is deemed necessary or advisable (based on the advice of counsel) to comply with the Dodd-Frank Act or any other applicable statute or (ii) to any Affiliate.

Shares issued in any Sub-Fund that is an ELTIF are freely transferable in accordance with the ELTIF Regulation and as further provided for in the Articles and this Prospectus.

8.7 **Anti-money laundering and counter-terrorist financing**

Pursuant to international rules and Luxembourg AML/CTF Regulations, obligations have been imposed on all professionals of the financial sector to prevent the use of UCIs for money laundering and financing of terrorism purposes. As a result of such provisions, Luxembourg UCIs or its delegates have to ascertain and verify, on a risk based approach, the identity of the subscriber and the subscriber's ultimate beneficial owners as well as of the person(s) purporting to act on its behalf, on the basis of the documents, data or information obtained from a reliable and independent source and, amongst others, to gather information on the origin of subscription proceeds and to monitor the business relationship on an ongoing basis, in accordance with the AML/CTF Regulations. In that context, the Fund and/or its delegate(s) – notably the Administrator – will require prospective Shareholders and Shareholders on an initial – and ongoing basis to provide any information and supporting verification documents that the Fund or its delegates may require in order to comply with the AML/CTF Regulations.

Shareholders are required to notify the Fund or its delegate of any change of its information as set out in the Subscription Form and, as the case may be, prior to the occurrence of any change in the identity of any beneficial owner of Shares.

In case of delay or failure by a prospective Shareholder or a Shareholder to provide the information and documents required, the application for subscription, for transfer, for conversion or any other transaction (or, if applicable, for distribution or redemption) might be delayed or might not be accepted. Neither the Fund nor its delegates have any liability for delays or failure to process deals as a result of the prospective Shareholder or a Shareholder providing no or incomplete information or documentation.

Shareholders may be requested to provide additional information together with all supporting documentation or updated identification documents related to themselves, their representatives and their beneficial owners from time to time pursuant to ongoing client due diligence requirements under the AML/CTF Regulations. Any costs (including account maintenance costs) which are related to non-cooperation of such prospective Shareholder and Shareholder will be borne by the respective prospective Shareholder and Shareholder.

Depending on the circumstances of each application, a simplified investor due diligence might be applicable to a prospective Shareholder or Shareholder in situations where the Fund or its delegates have assessed, in compliance with the provisions of the AML/CTF Regulations, that the risk of money laundering or terrorist financing is low. In such case the prospective Shareholder

or Shareholder due diligence measures may be adjusted in timing, amount or type of information to be received.

In addition to the due diligence measures on investors, pursuant to article 3(7) of the 2004 Law and article 34(2) of CSSF Regulation 12-02, the Fund as well as the AIFM are also required to apply precautionary measures regarding the assets of the Fund. The Fund will assess and monitor, using its risk-based approach, the extent to which the offering of its products and services presents potential vulnerabilities to placement, layering or integration of criminal proceeds into the financial system.

Pursuant to the law of 19 December 2020 on the implementation of restrictive measures in financial matters, the application of international financial sanctions must be enforced by any Luxembourg natural or legal person, as well as any other natural or legal person operating in or from the Luxembourg territory. As a result, prior to investing in assets, the Fund must, as a minimum, screen the name of such assets or of the issuer against the Target Financial Sanctions lists.

The Investor understands and acknowledges that the Fund, is required to collect, hold accurate and up-to-date information on its 'beneficial owner(s)' as defined in the 2004 Law. The Fund is further subject to the obligation to file certain information on the natural persons considered as their beneficial owner as defined in the 2004 Law, in the register of beneficial owner (RBE) in Luxembourg pursuant to the law of 13 January 2019 on the register of beneficial owners, as amended. In case an Investor is considered to be a beneficial owner of the Fund, the Fund will thus be legally required to provide certain information concerning such subscriber to the aforementioned register of beneficial owners. Such information includes, as further specified in the law of 13 January 2019 on the register of beneficial owners, as amended, among others, first and last name, nationality, country of residence, personal or professional address, national identification number and information on the nature and the scope of the beneficial ownership interest held by each beneficial owner in the Fund. The Investor understands and acknowledges that certain information on the beneficial owners of the Fund as contained in the register of beneficial owners will be accessible to third parties with a legitimate interest, including (i) national authorities or (ii) professionals subject to the 2004 Law in order to ensure AML/CTF compliance.

The Investor further understands and acknowledges that any person considered as a beneficial owner of the Fund within the meaning of the aforementioned law is legally required under the law of 13 January 2019 on the register of beneficial owners, as amended, to provide the necessary information in this context to the Fund as the case may be. Under the law of 13 January 2019 on the register of beneficial owners, as amended, criminal sanctions may be imposed on the Fund in case of its failure to comply with the obligations to collect and make available the required information, but also on any beneficial owner(s) that fail to make all relevant necessary information available to the Fund.

In accordance with article 3 of CSSF Regulation 12-02, enhanced customer due diligence measures will be applied on the Fund's business relationships with financial intermediaries or any other type of intermediaries in order to ensure that all the obligations under the AML/CTF Regulations or at least equivalent obligations are complied with. The Fund will ensure that when investments in the Fund are made by means of financial intermediaries or other type of intermediaries, in addition to a risk-based customer due diligence on such intermediary (as specified within this section above), enhanced customer due diligence measures will be put in place in accordance with article 3-2(3) of the 2004 Law.

## 9. VALUATIONS AND NET ASSET VALUE CALCULATION

### 9.1 Calculating Net Asset Value

The AIFM, or the Administrator as appropriate, will determine the Net Asset Value of the Fund, each Sub-Fund or the Net Asset Value per Share as of the relevant valuation date, and as of such other times as the Board (or the AIFM, if appropriate) elects to determine the Net Asset Value of the Fund, each Sub-Fund or the Net Asset Value per Share in accordance with this Prospectus and the Articles. The Net Asset Value per Share may be rounded up or down to three (3) decimal places as the Board or its duly authorised delegates shall determine.

In accordance with the Articles, it will be possible to create separate Share Classes and given such Share Classes may have different features, including, without limitation, different fees and/or different dividend distribution policies (i.e., Distributing Shares and Accumulating Shares), the relevant Net Asset Value per Share Class may differ.

The Net Asset Value of the Fund will at all times be equal to the sum of the Net Asset Value of the Fund (including all of the Sub-Funds) expressed in the reference currency of the Fund.

### 9.2 Valuation of the Fund's Assets

Pursuant to the AIFMD, the AIFM is responsible for the valuation of the Fund assets (including Investments). The valuation function is performed by the AIFM in accordance with the AIFMD. The AIFM makes use of a pricing committee, which ensures that the valuation function is functionally and hierarchically independent from the portfolio management function of the AIFM. The AIFM and/or the pricing committee may rely on various sources to determine asset values, including the advice provided by one or more valuation advisers, which are expected to be appointed by the AIFM to provide certain valuation advisory services in respect of the Fund and its Investments.

In valuing the Fund's Investments, the AIFM expects to adopt a discounted cash flow approach as the primary valuation method to determine the value of several types of such Investments, cross checking such valuation with observable comparable market prices where available. It may also use other valuation methodologies described below and at any time at its discretion may use the fair value methodologies described in paragraph (e) below.

(a) ***Quoted, listed or traded Investments***

Each Investment which is quoted, listed or traded on or under the rules of any recognised market shall be valued at the latest available exchange price as at the relevant valuation point. None of the AIFM nor any other BlackRock Entity shall be under any liability if a price reasonably believed by any of them to be the latest available price, is found not to be such. If the Investment is normally quoted, listed or traded on or under the rules of more than one recognised market, the relevant recognised market shall be that which the AIFM shall determine provides the fairest criterion of value for the Investment.

If prices for an Investment quoted, listed or traded on the relevant recognised market are not available at the relevant time, are unrepresentative in the opinion of the AIFM of its fair market value, or the prices of an Investment are not normally quoted, listed or traded on a recognised market, such Investment shall be valued at the fair value as estimated by the AIFM in good faith and with care.

(b) ***Shares in collective investment vehicles***

Shares in collective investment vehicles which are not valued in accordance with the provisions above shall be valued on the basis of the latest published net asset value of such

interests. If such prices are unavailable or are deemed not to represent fair value, the interests will be valued at their fair value estimated by the AIFM.

(c) ***Cash and near cash***

Cash deposits and similar Investments shall be generally valued using market information and prices supplied by pricing services or broker dealers unless in the opinion of the AIFM any adjustment should be made to reflect the fair value thereof. The value of any cash on hand, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof.

(d) ***Financial Derivative Instruments***

Financial derivative instruments including options, interest rate futures contracts and other financial futures contracts which are traded on a recognised market shall be valued at the settlement price as determined by the relevant recognised market at the relevant valuation point, provided that where it is not the practice of the relevant recognised market to quote a settlement price, or if a settlement price is not available for any reason, such instruments shall be valued at their fair value as the AIFM shall determine.

Bilateral and centrally cleared derivative instruments are valued by using a mark to market or mark to model approach. If the derivative cannot be valued by either of these approaches a price obtained from the counterparty will be used that will be independently validated at least on a monthly frequency. Notwithstanding the above provisions, these instruments may be valued at their fair value determined by the AIFM.

(e) ***Fair valuation methodologies***

Notwithstanding any of the above provisions, the AIFM may adjust the valuation of any particular asset, or class of assets, or permit some other method of valuation to be used in relation to any particular asset or class of assets if it considers that such adjustment is required to reflect more fairly the value thereof.

When determining the fair value of an asset, the AIFM may use one or more of a variety of fair valuation methodologies (depending on factors including the asset type). The AIFM might, for example, price the asset based on the original cost of the Investment or it might use proprietary or third-party models, including models that rely upon direct portfolio management pricing inputs and which reflect the significance attributed to the various factors being considered by the AIFM when it values the asset, as well as certain assumptions. The AIFM might also use prices of actual, executed, historical transactions in the asset (or related or comparable assets) as a basis for valuation or even use, where appropriate, an appraisal by a third party experienced in the valuation of similar assets. The valuation methodology used to determine a fair market value for the asset (which may include, but is not limited to, any of those methods described immediately above) will be selected, based on the facts and circumstances of each individual asset, in the sole discretion of the AIFM and such selected methodology will be used in a consistent manner.

9.3 **Further information**

When valuing the Investments, it shall be assumed that the Investments include at the time of valuation:

(a) investments which have been contracted unconditionally to be bought for account of the Fund but have not been bought at the time of valuation; and

(b) the net consideration to be received for the account of the Fund in respect of the Investments which have been contracted unconditionally to be sold for account of the Fund but have not been sold at the time of valuation.

The AIFM may, in valuing any Investment, make such adjustment, if any, as it may in its absolute discretion think fit to take account of interest or dividends accruing due thereon.

There shall be deducted from the value of the Investments ascertained above:

(i) an amount equal to, or the AIFM's best estimate of, the amount of any tax which is chargeable by reference to any realised gains on the disposal of any Investments or other deferred tax liabilities; and

(ii) an amount equal to any liability which ought to be charged to or provided out of capital or which is otherwise accrued due and payable out of the Investments in accordance with the terms of this Prospectus and the Articles.

9.4 **Temporary suspension of the Net Asset Value calculation**

The Board, upon consultation with the AIFM, may temporarily suspend the calculation and publication of the Net Asset Value per Share of any Share Class in any Sub-Fund and/or where applicable, the issue, redemption and conversion of Shares of any Share Class in any Sub-Fund in the following cases:

1) when any exchange or regulated market that supplies the price of the assets of a Sub-Fund is closed, otherwise than on ordinary holidays, or is experiencing exceptional market volatility, or in the event that transactions on such exchange or market are suspended, subject to restrictions, or impossible to execute in volumes allowing the determination of fair prices;

2) when the information or calculation sources normally used to determine the value of the assets of a Sub-Fund are unavailable;

3) when there is a breakdown in the means of communication, including for technical reasons, normally employed in determining the price or value of the assets of a Sub-Fund, or the Net Asset Value per Share of any Share Class in any Sub-Fund;

4) when exchange, capital transfer or other restrictions prevent the execution of transactions of a Sub-Fund or prevent the execution of transactions at normal rates of exchange and conditions for such transactions;

5) when exchange, capital transfer or other restrictions prevent the repatriation of assets of a Sub-Fund for the purpose of making payments on the redemption of Shares or prevent the execution of such repatriation at normal rates of exchange and conditions for such repatriation;

6) when the legal, political, economic, military or monetary environment, or an event of force majeure, prevent the Fund from being able to manage the assets of a Sub-Fund in a normal manner and/or prevent the determination of their value in a reasonable manner;

7) when there is a suspension of the net asset value calculation or of the issue, redemption or conversion rights by the investment fund(s) in which a Sub-Fund is invested;

8) following the suspension of the net asset value calculation and/or the issue, redemption and conversion at the level of any master fund in which a Sub-Fund may invest as a feeder fund (if applicable, details of a such master-feeder fund structure will be set out in the relevant Schedule of the Sub-Fund);

9) when, for any other reason, out of the control of the AIFM or the Board (as applicable), the prices or values of the assets of a Sub-Fund cannot be promptly or accurately ascertained (whether for reasons of exceptional market volatility or otherwise) or when it is otherwise impossible to dispose of the assets of the Sub-Fund in the usual way and/or without materially prejudicing the interests of Investors;

10) in the event of a notice to Shareholders of the Fund convening an extraordinary general meeting of Shareholders for the purpose of dissolving and liquidating the Fund or informing them about the termination and liquidation of a Sub-Fund or Share Class, and more generally, during the process of liquidation of the Fund, a Sub-Fund or Share Class;

11) during the process of establishing exchange ratios in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction;

12) during any period when the dealing of the Shares of a Sub-Fund or Share Class on any relevant stock exchange where such Shares are listed is suspended or restricted or closed; and

13) in exceptional circumstances (including, without limitation, in the event of exceptional market volatility), whenever the AIFM considers it necessary in order to avoid irreversible negative effects on the Fund, a Sub-Fund or Share Class, in compliance with the principle of fair treatment of Investors in their best interests.

In the event of exceptional circumstances which could adversely affect the interest of Investors or where significant requests for subscription, redemption or conversion of Shares are received for a Sub-Fund or Share Class, the AIFM reserves the right to determine the Net Asset Value per Share for that Sub-Fund or Share Class only after the Fund has completed the necessary investments or divestments in securities or other assets for the Sub-Fund or Share Class concerned.

The issue, redemption and conversion of Shares in a Share Class will also be suspended during any such period when the Net Asset Value of such Share Class is not calculated and published.

Any decision to suspend the calculation and publication of the Net Asset Value per Share and/or where applicable, the issue, redemption and conversion of Shares of a Share Class, will be published and/or communicated to Shareholders as required by applicable laws and regulations.

The suspension of the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption and/or conversion of Shares in any Sub-Fund or Share Class will have no effect on the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption and/or conversion of Shares in any other Sub-Fund or Share Class.

Suspended subscription, redemption, and conversion applications will be treated as deemed applications for subscriptions, redemptions or conversions in respect of the first subscription day, redemption day or conversion day following the end of the suspension period unless the Investors have withdrawn their applications for subscription, redemption or conversion by written notification received by the Administrator before the end of the suspension period.

9.5 **Correction of errors in the calculation of Net Asset Value and/or non-compliance with the applicable sub-fund investment policy**

In the event of an error in the calculation of Net Asset Value and/or in the event of a non-compliance with the applicable sub-fund investment policy, the AIFM shall apply Circular 24/856 and will follow the procedures listed in Circular 24/856 to correct such error and/or non-compliance. The Board shall decide, upon consultation with the AIFM, on the tolerance thresholds applicable for each Sub-Fund in accordance with Circular 24/856. This information will be made available to the Investors in the Annual Report and the half-yearly report.

9.6 **Dilution Adjustment**

The AIFM may adjust the Net Asset Value per Share in order to reduce the effect of "dilution" on any Sub-Fund. Dilution occurs when the actual cost of purchasing or selling the underlying assets of a Sub-Fund deviates from the carrying value of these assets in such Sub-Fund's valuation, due to factors such as dealing and brokerage charges, taxes and duties, market impact and any spread between the buying and selling prices of the underlying assets.

Dilution may have an adverse effect on the value of a Sub-Fund and therefore impact Investors. By adjusting the Net Asset Value per Share this effect can be reduced or prevented and Investors can be protected from the impact of dilution. The AIFM may adjust the Net Asset Value per Share if:

(i) on any dealing day the value of the aggregate transactions in Shares results in a net increase or decrease which exceeds one or more thresholds that are set by the AIFM; or

(ii) the Investment Managers otherwise consider it appropriate in order to protect the interests of the continuing Investors.

The amount by which the Net Asset Value per Share may be adjusted on any given dealing day is related to the anticipated cost of market dealing for the relevant Sub-Fund. The adjustment will be an addition when the net movement results in an increase in the value of all Shares in the relevant Sub-Fund and a deduction when it results in a decrease. As certain stock markets and jurisdictions may have different charging structures on the buy and sell sides, particularly in relation to duties and taxes, the resulting adjustment may be different for net inflows than for net outflows. In addition, the AIFM may also agree to include extraordinary fiscal charges in the amount of the adjustment. These extraordinary fiscal charges vary from market to market. Where a Sub-Fund invests primarily in certain asset types, such as government bonds or money market securities, the AIFM may decide that it is not appropriate to make such an adjustment. To the extent that a Sub-Fund invests in longer-term illiquid assets, the costs of dealing in these assets are expected to be significantly higher than liquid investments and therefore, where such assets are bought or sold (or have a change in their beneficial ownership) as a result of meeting subscription or redemption requests in respect of any dealing day, the dilution (and the resulting dilution adjustments) may be materially higher. Investors should note that due to adjustments being made to the Net Asset Value per Share, the volatility of the Fund's Net Asset Value per Share may not fully reflect the true performance of a Sub-Fund's underlying assets.

For the avoidance of doubt, the AIFM will not benefit from the operation of the dilution adjustment and it will only be imposed in a manner deemed to be fair to all Investors and solely for the purposes of reducing dilution.

## 10. FEES AND EXPENSES

### 10.1 Subscription and Redemption Fees

Subscriptions for Shares may be subject to a subscription fee and redemptions of Shares may be subject to a redemption fee, details of which shall be set out in the relevant Schedule, where applicable. Conversions of Shares may be subject to a conversion fee, details of which shall be set out in the relevant Schedule, where applicable. For the avoidance of doubt, no subscription fee or redemption fee will apply on conversions in addition to the conversion fee, if any.

### 10.2 Fees of the Depositary and the Administrator

Details of the fees payable to the Administrator and the Depositary in respect of each Sub-Fund shall be set out in the relevant Schedule.

### 10.3 Formation costs and expenses

The establishment and organisational expenses of the Fund, which include an attributable amount of each Sub-Fund's portion of the Fund's establishment and organisational expenses, (including, without limitation, expenses relating to the drafting and printing of the Prospectus, reasonable travel expenses, marketing expenses, the authorisation of the Fund and/or any Sub-Fund by the CSSF, the registration of the Fund and/or the Sub-Funds with any competent authorities in any country, the negotiation and preparation of the Articles and other material contracts (including any distribution agreements or similar) and the fees and expenses of the legal and professional advisers and the Administrator, Depositary and the Corporate Secretary and Domiciliation Agent in connection with the establishment of the Fund) may be amortised in accordance with the relevant Schedule.

### 10.4 Management fees and performance fees

The Fund will charge Investors management fees and/or performance fees in relation to their investment in each Sub-Fund as more particularly set out in the relevant Schedule. Investors should refer to the relevant Schedule for further detail of applicable fees.

### 10.5 Operating expenses

The operating expenses of each Sub-Fund will be borne by the Investors in such Sub-Fund as more particularly detailed in the applicable Schedule.

### 10.6 Fund expenses

The Fund (including any subsidiaries or other vehicles, through which it makes investments) will be responsible for, and the Investors will bear their allocable share of, all expenses incurred by the Fund, including:

1) all expenses incurred in connection with the Fund's business, affairs and operations, including identifying, structuring, managing, evaluating, trading, conducting due diligence on, investing in, acquiring, holding, disposition of (including the transfer or sale of), any Investment or prospective Investment (whether or not consummated), including "broken-deal expenses", "expert network" expenses, legal, accounting, valuation, consulting, engineering fees, advisory fees, fees of finders or sourcing partners, and reasonable travel and accommodation expenses;

2) all expenses (including of lenders, investment banks and other financing sources) incurred in connection with the securing of financing, including expenses related to the negotiation and documentation of agreements with one or more lenders or the posting

of collateral and all such fees incurred in connection with transactions, whether or not consummated;

3) all principal and interest on, and fees, costs and expenses arising out of, all borrowings and guarantees made by, and other indebtedness of, the Fund;

4) all expenses and fees charged or specifically attributed or allocated by BlackRock or its Affiliates to provide in-house administrative, accounting (including tax services), financial reporting, valuation, client services, legal, investment and fund structuring, hedging and currency management and transfer pricing services to the Fund and/or Investments, and expenses, charges and/or related costs incurred by the Fund, BlackRock or its Affiliates in connection with providing such services including, without limitation, compensation (collectively, "Internal Expenses"); provided that Board determines in good faith that any such expenses, charges or related costs are not greater than what would be paid to an unaffiliated third party for substantially similar services;

5) any fees payable to, or the salaries and other costs (including reasonable travel costs) incurred by any BlackRock Entities in respect of services provided by a member of BlackRock or its personnel to any of the Fund, Board, an investment holding company, or any of their respective subsidiaries with respect to (a) accounting services, (b) directorial services, (c) corporate secretarial services, (d) domiciliation agent services, (e) money laundering reporting officer (MLRO) and related services and/or (f) similar services;

6) all ongoing legal, regulatory and compliance costs, including the costs of any third-party consultants (including any costs associated with complying with the AIFMD, the UK AIFM Regulations and the ELTIF Regulation (if applicable), including the appointment of a depositary) of the Fund and/or the AIFM, in each case with respect to the Fund and any costs associated with the implementation of and/or compliance with any change of laws or regulation applicable to the Fund or the AIFM in respect of the Fund;

7) all fees, costs and expenses associated with the preparation of any ESG reporting in respect of the Investments including, without limitation, in connection with SFDR;

8) all costs and expenses of any actions deemed advisable by the AIFM as a result of the Action Plan on BEPS of the OECD or as the result of the implementation of Directive (EU) 2016/1164 as amended (including by Directive (EU) 2017/952) (the "Anti-Tax Avoidance Directives");

9) fees, costs and expenses related to all regulatory and governmental filings of the Fund and of BlackRock that relate to the Fund (including by way of illustration Form PF and Form CPO-PQR and Form CTA-PR and AIFMD Annex VI reporting);

10) all expenses of prosecuting or defending any actual or threatened legal action for or against the Fund, the AIFM or any of their respective Affiliates relating to the affairs of the Fund;

11) all ongoing legal, tax and compliance costs of the Board relating to its activities in respect of the Fund and all expenses of the Board in connection with its role as board of the Fund;

12) all costs of any litigation, director and officer liability or other insurance of the Fund;

13) all directors' fees and expenses;

14) all expenses relating to indemnification or guarantee obligations related to the Fund;

15) all extraordinary expenses or liabilities incurred by the Fund;

16) all professional fees incurred in connection with the business or management of the Fund, including reasonable dues for professional organisations related to the investment strategy of the Fund, including but not limited to the fees, costs and expenses of any ESG compliance consultant;

17) all expenses relating to the potential transfer or actual transfer of Shares (to the extent not paid by the transferor or transferee);

18) all expenses relating to any Letter Agreements, distribution agreements and other similar agreements with Investors, where applicable, and modifications and amendments to such agreements;

19) all fees, costs and expenses incurred in connection with the distribution of Shares (including, without limitation, all fees, costs and expenses relating to the negotiation and documentation of any distribution agreements (or other similar agreements) with any related firms, third party distributors, financial advisers or placement agents, and any subsequent modifications and/or amendments to such agreements);

20) all expenses related to the dissolution and liquidation of the Fund, including any fees and expenses of the Fund's liquidator;

21) any taxes, fees or other governmental charges and all related expenses, including those incurred in connection with tax preparation and analysis, any tax audit, assessment, investigation, settlement or review of the Fund;

22) all expenses incurred in connection with any restructuring or amendments or supplements to this Prospectus and to the constituent documents of the Fund, and corresponding restructuring or amendments to the constituent documents of the AIFM and related entities;

23) all expenses incurred in connection with the formation of special purpose vehicles and subsidiaries of the Fund, including portfolio companies;

24) all printing and mailing expenses;

25) any amounts paid by the Fund (or any portfolio company) for any hedging transactions (including any amounts necessary to satisfy margin requirements) or permitted borrowing requirements;

26) all expenses incurred in connection with multimedia, analytical, database, news or other third-party research services and related terminals for the delivery of such services in relation to the Fund;

27) all costs and expenses incurred in connection with any website or other online document repository in respect of the Fund;

28) all expenses related to the holding of meetings of the Shareholders;

29) all fees charged by third parties for sourcing and/or managing Investments, including fees paid to administrators of Investments;

30) all third-party fees and expenses charged to the Fund, including in connection with tax and legal advice, custodial services, compliance services and money laundering reporting officer and related services;

31) all fees and expenses of the Corporate Secretary and Domiciliation Agent as set out in the relevant Corporate Secretary and Domiciliation Agent Services Agreement;

32) all costs and expenses relating to the preparation of audits, financial and tax reports, portfolio valuations and tax returns, including fees and expenses of any service provider retained to provide accounting and/or bookkeeping services to the Fund;

33) all fees charged, and reasonable out-of-pocket expenses incurred, by the administrator and/or the depositary of the Fund, including any fees and expenses of a custodian;

34) all expenses relating to the subscription or redemption of Shares, including any costs and expenses of the Fund's administrator or any other party in connection with such subscriptions or redemptions;

35) fees for services required under applicable laws or regulations in connection with the marketing or sale of ownership interests in private investment funds such as the Fund in the corresponding jurisdiction;

36) all of the Board's day to day expenses, such as compensation and the cost of office space, office equipment, communications, utilities and other such normal overhead expenses; and

37) any VAT or other taxes payable in respect of any expenses, fees or costs set forth in clauses 1) – 36) above.

Expenses related to one or more particular Sub-Funds will generally be allocated by the Board to the relevant Sub-Funds. Expenses related to the organisation of, and offering of Shares in, the Fund will generally be pooled together and allocated among the Sub-Funds *pro rata* based on relative Share capital (or anticipated Share capital), unless determined otherwise by the Board in its sole discretion. All other expenses related to the Fund will be allocated among and borne by the Sub-Funds in such manner as is determined equitable by the Board, using such methodologies as are selected, and such estimates as are determined, in good faith by the Board in its reasonable discretion. Such methodologies may vary based on the type of expense being allocated and may be based on relative actual or expected share capital of each of the Sub-Funds, an estimate of the relative benefit afforded by each of the Sub-Funds from incurring such expense, or such other factors as are determined by the Board, in its sole discretion, or as otherwise provided in the Schedules.

Without limiting the generality of the foregoing, certain types of expense incurred in respect of the Fund may be pooled and allocated using a particular methodology (e.g., based on relative share capital (as applicable)) that may result in one or more Sub-Funds bearing a higher amount of expense than had a different methodology been applied. In addition, certain type of expenses relating to a specific Share Class within a Sub-Fund may be pooled together and allocated by the Board to the relevant Share Class of such Sub-Fund.

The Board may make adjustments to such allocations and to the methodologies used in making such allocations at any time during the term of the Fund (including to decrease or increase any such allocations or prior allocations), if such adjustments are determined by the Board in its good faith discretion, to be fair and equitable. As a result, any Sub-Fund (or any Share Class within a Sub-Fund, as applicable) may be allocated an increased amount of expenses a significant period of time after such expenses have been incurred and such expenses may not be reflected in the financial statements of the Sub-Fund prior to the time such are allocated.

## 11. GENERAL INFORMATION

### 11.1 Reports and financial statements

Shareholders will receive unaudited financial statements specific to their respective Sub-Funds for the first half of each year as soon as is reasonably practicable after the end of the first half (i.e., 30 June) and after receipt by the relevant Sub-Fund of any information necessary for the preparation of such summary; provided that the Board may, in its discretion, elect not to deliver an unaudited financial statement for the first half any year, taking into consideration the level of investment activity in such period.

The fiscal year of the Fund (the "Fiscal Year") will begin on 1 January of each year and end on 31 December of the same year with the exception of the first fiscal year which shall begin on the date on which the Fund is incorporated and shall end on 31 December of such year. Each year, the Fund will issue an Annual Report, as of the end of the previous fiscal year comprising, *inter alia,* the audited financial statements of the Fund and each Sub-Fund and a report of the Board on the activities of the Fund.

The Financial Statements of the Fund will be prepared in accordance with international financial reporting standards ("IFRS").

In connection with the Fund's reports, the Fund may keep confidential any information concerning an Investment that it deems necessary or that is in the best interests of the Fund. Accordingly, Investors will likely not be provided certain information relating to a significant number of the Investments, including, without limitation, the identities of such Investments.

### 11.2 Documents and information available

Investors may obtain, upon request during business hours on any Business Day in Luxembourg, a copy of this Prospectus as well as of the latest Annual Report, to the extent available, and the Articles from the Fund and/or the AIFM free of charge at the registered office of the Fund and/or of the AIFM. The information listed in Article 23 of the AIFMD and on the jurisdictions in which a Sub-Fund that qualifies as an ELTIF has invested, in accordance with Article 23(4)(i) of the ELTIF Regulation, will be made available free of charge at the registered office of the AIFM to Investors before they invest in the Fund. Any material changes to such information will be made available to them free of charge at the registered office of the AIFM.

The AIFM has adopted a "best execution" policy with the objective of obtaining the best possible result for the Fund when executing decisions to deal on behalf of the Fund or placing orders to deal on behalf of the Fund with other entities for execution. Further information on the best execution policy may be obtained from the AIFM upon request.

The AIFM has a strategy for determining when and how voting rights attached to ownership of a Sub-Fund's investments are to be exercised for the exclusive benefit of the Sub-Fund. A summary of this strategy as well as the details of the actions taken on the basis of this strategy in relation to each Sub-Fund may be obtained from the AIFM upon request. Copies of the following documents are available for inspection during usual business hours on any Business Day at the registered office of the Fund: the AIFM Agreement, the Depositary Agreement and the Administration Agreement.

The AIFM or its affiliates shall make available to Investors on request prior to their investment in the Fund, the Fund's Annual Report prepared in accordance with AIFMD, such historical performance as it prepares in the ordinary course and the latest net asset value of the Fund. This information will be provided in such a manner as the AIFM or its affiliates indicate to the Investor at the time. For example, it may be dispatched directly, posted on a website or made available through any other medium.

With regard to a Sub-Fund that qualifies as an ELTIF, the AIFM shall send the Prospectus and any amendments thereto, as well as its annual report, to the CSSF.

### 11.3 Meetings of Shareholders

The annual general meeting of Shareholders will be held within six (6) months of the end of each financial year in Luxembourg in order to approve the financial statements of the Fund for the previous financial year. The annual general meeting of Shareholders will be held at the registered office of the Fund, or at such alternative location in Luxembourg as may be specified in the convening notice of such meeting.

Other general meetings of Shareholders may be held at such place and time as indicated in the convening notice in order to decide on any other matters relating to the Fund. General meetings of Shareholders of any Sub-Fund, or any Share Class within a Sub-Fund, may be held at such time and place as indicated in the convening notice in order to decide on any matters which relate exclusively to such Sub-Fund or Share Class.

Notices of all general meetings may be made through announcements filed with the Luxembourg Trade and Companies Register and be published at least fifteen (15) days before the meeting in the RESA and in a Luxembourg newspaper and sent to all registered Shareholders by ordinary mail (*lettre missive*); alternatively, convening notices may be sent to registered Shareholders by registered mail at least eight (8) calendar days prior to the meeting or if the addressees have individually accepted to receive the convening notices by another means of communication ensuring access to the information, by such means of communication. Notices will include the agenda and will specify the time and place of the meeting, the conditions of admission, and the quorum and voting requirements.

The requirements as to attendance, quorum, and majorities at all general meetings will be those laid down in the Articles and in the 1915 Law. All Shareholders may attend general meetings in person or by appointing another person as his proxy in writing or by facsimile, electronic mail or any other similar means of communication accepted by the Fund. A single person may represent several or even all Shareholders of the Fund, a Sub-Fund or Share Class. Each Share entitles the Shareholder to one (1) vote at all general meetings of Shareholders of the Fund, and at all meetings of the Sub-Fund or Share Class concerned to the extent that such Share is a Share of such Sub-Fund or Share Class.

Shareholders holding together at least ten percent (10%) of the share capital or the voting rights may submit questions in writing to the Board relating to transactions in connection with the management of the Fund.

The Board may suspend the voting rights of any Shareholder in breach of his obligations as described in this Prospectus, the Subscription Form or the Articles.

The general meeting of Shareholders may only adopt or ratify acts affecting the interests of the Fund vis-à-vis third parties or amend the Articles with the consent of the Board.

Further details regarding meetings of Shareholders are provided for in the Articles.

### 11.4 Shareholders' rights

#### (a) Shareholders' relationship with the Fund and rights as Shareholders in the Fund

The Fund is an AIF which is a Luxembourg public limited company in the form of a company with variable capital subject to Part II of the 2010 Law, the AIFMD and the 1915 Law and which is registered with the CSSF on the official list of authorised UCIs and with the Luxembourg Trade and Companies Register.

Investors will commit to subscribe for Shares by completing a Subscription Form, and following acceptance by the Board and being issued its Shares, will become a Shareholder. Shareholders' rights will be governed by and set out in the Articles and this Prospectus, and certain associated agreements, including the Subscription Form.

Upon the issue of the Shares, the person whose name appears on the register of Shares will become a Shareholder, including, where applicable, in relation to the relevant Share Class. The Fund draws the Investors' attention to the fact that, where an Investor invests in the Fund through an intermediary acting in his own name but on behalf of the Investor, it may not always be possible for the Investor (i) to exercise certain Shareholder rights, such as the right to participate in general meetings of Shareholders, directly against the Fund or (ii) to be indemnified in case of NAV calculation errors and/or non-compliance with investment rules and/or other errors at the level of the Fund. Investors are advised to seek advice in relation to their rights.

(b) **Jurisdiction and applicable law**

By committing to subscribe for Shares, Investors agree to be bound by the Subscription Form, the Articles, this Prospectus and associated agreements, which are governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg. Certain associated agreements (e.g., the Investment Management Agreement) may be governed by the laws of other jurisdictions.

For the exclusive benefit of the Fund and the Fund's service providers, by committing to subscribe for Shares each Investor irrevocably submits to the jurisdiction of the courts of the Grand Duchy of Luxembourg and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

There are no legal instruments in Luxembourg required for the recognition and enforcement of a judgment rendered in a Luxembourg court.

(c) **Shareholders' rights against third party service providers**

As the Fund will have no employees, and the Fund has appointed the AIFM as the alternative investment fund manager for the purposes of the AIFMD, the Fund will be reliant on the performance of service providers, including the AIFM, the Investment Managers, the Depositary, the Administrator and the Auditor, whose details are set out in this Prospectus (each, a "Service Provider").

Each Shareholder's contractual relationship in respect of its Shares is with the Fund only. No Shareholder will have any contractual claim against any Service Provider with respect to such Service Provider's default or breach of its obligations. Any Shareholder who believes they may have a direct claim against any Service Provider in connection with their investment in the Fund should consult its legal adviser.

Shareholders may have a claim against the Fund pursuant to the 1915 Law, the terms of the Articles or another contract with the Fund (if any), or for breach of a statutory duty which may be found to be owed by the Fund to a Shareholder at law.

In the event that a Shareholder considers that it may have a claim against any Service Provider, such Shareholder should consult its legal adviser.

(d) **Recognition and enforcement of judgments in Luxembourg**

The courts of Luxembourg will recognise as valid, and will enforce, any final, conclusive and enforceable civil judgment obtained in a court of an European Union Member State in respect of any contracts relating to the Fund where the parties to such contract have submitted to the jurisdiction of the courts of such European Union Member State in accordance with the provisions of Council Regulation (EU) No 1215/2012 of 12 December 2012 on jurisdiction and the enforcement of judgments in civil and commercial matters (the "Brussels Regulation"). The Court of Appeal of Luxembourg may refuse to recognise and enforce a foreign judgment given based on the Brussels Regulation by the district courts of Luxembourg, but only on grounds specified in articles 45 and 46 of the Brussels Regulation.

In addition, Luxembourg is party to the Convention of 27 September 1968 on the jurisdiction and enforcement of judgments in civil and commercial matters (the "Brussels Convention"). Therefore, judgments obtained from the courts of territories excluded from the Brussels Regulation pursuant to article 355 of the Treaty on the Functioning of the European Union, would be recognised and enforceable by the Luxembourg courts in accordance with the applicable enforcement proceedings provided for in the Brussels Convention.

Luxembourg is also party to the Convention of 16 September 1988 on jurisdiction and the enforcement of judgments in civil and commercial matters (the "Lugano Convention"). Judgments obtained in the courts of Iceland, Norway or Switzerland would therefore be recognised and enforceable by the Luxembourg courts in accordance with the applicable enforcement proceedings provided for in the Lugano Convention.

Luxembourg is also party to the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (the "Hague Convention"). Judgments obtained in the courts of the parties thereto in respect of which the Hague Convention has entered into force would therefore be recognized and enforceable by the Luxembourg courts in accordance with the applicable enforcement proceedings provided for therein.

The courts of Luxembourg will recognise as valid, and will enforce, without reconsideration of the merits, any final, conclusive and enforceable civil judgment obtained against the Fund in the courts of a competent jurisdiction outside the scope of the Brussels Regulation, Brussels Convention, Lugano Convention or Hague Convention, subject to the following conditions:

(i) the judgment of the foreign court must be enforceable (*exécutoire*) in the jurisdiction in which the judgment was rendered and must not contradict a judgment already enforceable in Luxembourg;

(ii) the judgment of the foreign court must not infringe the exclusive jurisdiction of the Luxembourg courts and there must be a real link (*lien caractérisé*) between the case and the foreign court (according to some first instance decisions rendered in Luxembourg which have not yet been confirmed by the Court of Appeal);

(iii) the judgment of the foreign court must not have been obtained by fraud, but in compliance with the procedural rules of the jurisdiction in which the judgment was rendered, in particular, in compliance with the rights of the defendant and the right to a fair trial; and

(iv) the judgment of the foreign court must not be contrary to Luxembourg international public policy (*ordre public international*), which includes the

fundamental concepts of Luxembourg Law that the courts of Luxembourg may deem to be of such significance so as to exclude the recognition of any foreign judgment deemed to be contrary in its results to those fundamental concepts.

11.5 **Changes to this Prospectus**

This Prospectus may be amended by the Board. In accordance with, and to the extent required by, applicable laws and regulations, notably Circular 14/591, the Shareholders in the relevant Sub-Fund will be informed about the amendments to this Prospectus and, where required, will be given at least one (1) month prior notice of any proposed material changes in order to arrange for the redemption of their Shares, without any repurchase or redemption charge, should they communicate their objection to such proposed material changes to the Board in writing prior to the expiry of such notice period. Such redemption requests will be treated equally together with other accepted redemption requests subject to the application of any redemption limits and other conditions provided for in this Prospectus or in the relevant Schedule.

Notwithstanding the foregoing, (a) this Prospectus may be amended in the manner and for the purposes set forth herein, including by the Board in its discretion without the approval of any other person in order to effect (i) a non-material change; (ii) a change which does not adversely affect the rights granted to, or obligations imposed on, the Shareholders in any material respect; or (iii) a change that is necessary or advisable, as determined by the Board in its discretion, to comply with any law, rule, regulation or directive applicable to BlackRock, its Affiliates or the Fund and (b) the terms of a Sub-Fund may be amended separately in accordance with the terms applicable to such Sub-Fund.

11.6 **Liquidation and merger of Sub-Funds**

Sub-Funds can be liquidated individually and independently from each other as set out in more detail in the relevant Schedule. The liquidation of one Sub-Fund will not affect the existence of the other Sub-Funds or of the Fund.

If, for whatever reason, the Board determines that (i) the assets of a Sub-Fund have not reached such minimum level for that Sub-Fund, or changes in the economic or political circumstances would justify such termination, or (ii) a product rationalisation or any other reason would justify such termination, the Board may, upon prior notice to the Shareholders, decide to compulsorily redeem all (but not some) Shares of the relevant Sub-Fund at the liquidation net asset value being based on the price per asset obtainable in the then current market situation, less any transaction and other costs determined by the Board and less liquidation costs.

Any liquidation proceeds which could not be paid out to the Shareholders after completion of the liquidation of a Sub-Fund will be deposited with the *Caisse de Consignation* in Luxembourg in favour of the beneficiaries, in accordance with Luxembourg law.

The Board may upon one-month prior notice merge a Sub-Fund with another Sub-Fund, provided that where such Sub-Fund qualifies as an ELTIF it may only be merged with another Sub-Fund that is also an ELTIF. Unless all Shareholders have given their consent, a merger decided upon by the Board is binding for the Shareholders after expiry of a 30-day notice period during which the Shareholders shall be granted an exit right without any penalties or redemption charges, with the exception though of any applicable transaction costs. In accordance with the ELTIF Regulation, each Shareholder of a Sub-Fund may request the winding down of such Sub-Fund if its redemption request made in accordance with the Sub-Fund's redemption policy has not been satisfied within one year after the end of life of such Sub-Fund.

Unamortised establishment and organisational expenses at the time of any such liquidation of a Sub-Fund shall be borne by the relevant Sub-Fund and shall reduce the Net Asset Value per Share of the Shares then outstanding *pro rata* in accordance with the Net Asset Value of each such Share.

11.7 **Liquidation of the Fund**

The Fund is incorporated for an unlimited period. It may be dissolved at any time with or without cause by a resolution of the general meeting of Shareholders adopted in compliance with applicable laws.

The compulsory dissolution of the Fund may be ordered by Luxembourg competent courts in circumstances provided by the 1915 Law.

As soon as a decision to dissolve the Fund is taken, the issue, redemption or conversion of Shares in all Sub-Funds will be prohibited. The liquidation will be carried out in accordance with the provisions of the 1915 Law. Liquidation proceeds which have not been claimed by Investors at the time of the closure of the liquidation will be deposited in escrow at the "*Caisse de Consignation*" in Luxembourg. Proceeds not claimed within the statutory period will be forfeited in accordance with applicable laws and regulations. As further described in the Articles, one or several liquidators shall be appointed in the event of a decision to liquidate the Fund is taken and such appointment shall be subject to prior CSSF approval.

As long as the Fund is not liquidated the Fund may continue to hold Investments until such time as the Board or liquidator or other representative (the "Representative"), in its sole discretion, determines is appropriate (including to maximise gains or minimise losses), and the Representative shall have the full right and unlimited discretion to determine, in its sole discretion, the time, manner and terms of any sale or sales of Fund property. For the avoidance of doubt, the Representative is not obligated to cause the Fund to distribute any Fund property in-kind and the Fund may continue to hold Investments for an extended period as long as the Fund is not liquidated.

11.8 **Liquidation of a Share Class**

In the event that, for any reason, the Board determines that (i) the Net Asset Value of a Share Class has decreased to, or has not reached, the minimum level for that Share Class to be managed and/or administered in an efficient manner, or (ii) changes in the legal, economic or political environment would justify such termination, or (iii) a product rationalisation or any other reason would justify such termination, the Board may decide to redeem all Shares of the relevant Share Class (whether in parts or all at once) at the Net Asset Value per Share (taking into account actual realisation prices of investments, realisation expenses and liquidation costs) for the relevant valuation date(s) in respect of which such decision shall be effective, and to terminate and liquidate such Share Class.

The Shareholders will be informed of the Board's decision to terminate a Share Class by way of a notice. The notice will indicate the reasons for and the process of the termination and liquidation.

Notwithstanding the powers conferred on the Board by the Articles, the Board may also decide to convene a general meeting of Shareholders of a given Share Class to decide on such termination and liquidation and have the Fund compulsorily redeem all Shares of the relevant Share Class (whether in parts or all at once) at the Net Asset Value per Share for the relevant valuation date(s) in respect of which such decision shall be effective. Such general meeting will decide by resolution taken with no quorum requirement and adopted by a simple majority of the votes validly cast.

Actual realisation prices of investments, realisation expenses and liquidation costs will be taken into account in calculating the Net Asset Value applicable to the compulsory redemption. Shareholders in the Share Class concerned will generally be authorised to continue requesting the redemption or conversion of their Shares prior to the effective date of the compulsory redemption, unless the Board determines that it would not be in the best interests of the Shareholders in that Share Class or could jeopardise the fair treatment of such Shareholders.

Redemption proceeds which have not been claimed by the Shareholders upon the compulsory redemption will be deposited in escrow on behalf of the persons entitled thereto. Proceeds not claimed within the statutory period will be forfeited in accordance with laws and regulations.

All redeemed Shares may be cancelled.

The termination and liquidation of a Share Class shall have no influence on the existence of any other Share Class. The decision to terminate and liquidate the last class of Shares existing in the Fund will result in the dissolution and liquidation of the Fund.

## 12. CERTAIN TAX CONSIDERATIONS

### 12.1 U.S.

THE BELOW DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS NOT EXHAUSTIVE AND DOES NOT CONSTITUTE LEGAL OR TAX ADVICE. INVESTORS SHOULD CONSULT THEIR ADVISORS AS TO THE TAX CONSEQUENCES TO THEM OF THE ACQUISITION, OWNERSHIP, AND DISPOSITION OF SHARES.

The following discussions summarise certain U.S. federal income tax consequences relating to the Fund and an investment in the Fund by Non-U.S. Investors and U.S. Tax-Exempt Investors (in each case, as defined below). This discussion is based on U.S. federal income tax laws in effect on the date of this Prospectus, including the U.S. Internal Revenue Code, the existing and proposed U.S. Treasury Regulations promulgated under the U.S. Internal Revenue Code, rulings of the IRS, certain income tax treaties to which the U.S. is a party, and court decisions in existence on the date hereof. Subsequent developments in the U.S. federal income tax law or income tax treaties, including changes in, renegotiation of, or differing interpretations of these authorities, which may be applied retroactively, could have a material effect on the U.S. federal income tax treatment of the Fund and/or tax consequences of the acquisition, ownership and disposition of Shares by a Shareholder, as described in this summary.

No advance rulings have been or will be sought from the IRS regarding any matter discussed in this Prospectus, and counsel to the Fund has not rendered any opinion with respect to any of the income tax consequences relating to the Fund or an investment therein. No assurance can be given that the IRS or any other taxing authority would not assert, or that a court would not sustain, a position contrary to any of the tax aspects set forth below. Accordingly, Investors are urged to consult their tax advisors to determine the U.S. federal income tax consequences to them of acquiring, holding and disposing of Shares in the Fund, as well as the effects of applicable state, local and non-U.S. tax laws.

For purposes of the following discussion, a "U.S. Investor", as determined for U.S. federal income tax purposes, is an Investor that is (i) an individual citizen or resident of the U.S. as determined for U.S. federal income tax purposes, (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) that is created or organised under the laws of the U.S., any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, (iv) a trust (a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control, or (v) a trust that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person. A "U.S. Tax-Exempt Investor" is a U.S. Investor that is exempt from U.S. federal income tax under Section 501(a) of the U.S. Internal Revenue Code. A "Non-U.S. Investor" is an Investor that is not a U.S. Investor and that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust.

In the case of an Investor that, for U.S. federal income tax purposes, is treated as a partnership or is disregarded for U.S. federal income tax purposes, the tax consequences and other tax considerations described herein will also generally apply to any person(s) who indirectly invest

in the Fund through such partnership or disregarded Investor. Each Investor that is a partnership or is disregarded may be required to satisfy the requirements set forth herein (and make certain representations) as to its eligibility to invest in the Fund. Any Investor that, for U.S. federal income tax purposes, is treated as a partnership or is disregarded should consult its tax advisor regarding the tax consequences of an investment in the Fund to it and its owner(s).

This discussion does not purport to describe all of the tax consequences applicable to the Fund or relevant to a particular Investor in view of such Investor's particular circumstances and, except to the extent provided below, is not directed to taxable U.S. Investors or Investors subject to special treatment under the U.S. federal income tax laws, such as S corporations, personal holding companies, charitable remainder trusts, private foundations, banks, dealers in securities and insurance companies. In addition, this summary is written for Shareholders that will hold their Shares in the Fund as capital assets within the meaning of Section 1221 of the U.S. Internal Revenue Code.

(a) ***U.S. Tax Considerations Affecting the Fund***

(i) Status of the Fund

The Fund has been formed as a public limited company (*société anonyme*) and is incorporated as an umbrella fund comprised of separate Sub-Funds. Each Sub-Fund will be treated as a corporation for U.S. federal income tax purposes. For purposes of this discussion, references to the Fund shall include references to each Sub-Fund, as applicable.

(ii) Taxation of the Fund

The Fund may be treated as engaged in the conduct of a trade or business in the United States (including as a result of an investment by the Fund in an entity that is treated as fiscally transparent for U.S. federal income tax purposes). The determination of whether the Fund will be treated as engaged in the conduct of a trade or business in the United States will be based on all relevant facts and circumstances, including the regularity, continuity and substantiality of the Fund's activities (including any originations of debt investments), and the application of relevant legal authorities to the Fund's expected activities. Equity investments by the Fund in partnerships doing business in the United States will generally produce income that is effectively connected with a trade or business in the United States ("ECI") and other investments by the Fund in equity may, in some circumstances, give rise to U.S. withholding taxes, depending on the terms of the instrument, the timing and nature of payments made with respect to such instrument and other factors. Additionally, investments by the Fund in U.S. real property interests generally will, upon the disposition of such investments, be subject to U.S. federal income tax as if such income were ECI and will be subject to U.S. federal withholding tax, as well as the U.S. federal branch profits tax for corporate Investors. In addition, the sale or exchange of an interest in a partnership by a non-U.S. person (such as the Fund) will be treated as giving rise to ECI to the extent that such non-U.S. person would be allocated ECI if such partnership sold all of its assets, in a hypothetical liquidation, at fair market value on the date of the sale or exchange. The transferee of any such partnership interest is generally required under these rules to withhold 10% of the amount realised by the transferor in connection with a disposition of partnership interests. It is possible that withholding relief may be available, although no assurances can be provided. If the Fund were treated as engaged in a U.S. trade or business, the Fund, but not the Investors, would be required to pay U.S. federal income tax on a net basis (currently, 21%) in respect of ECI. In addition, the Fund would be subject to a U.S. federal branch profits tax at a flat rate of 30% on its "dividend equivalent amount",

as defined in Section 884 of the U.S. Internal Revenue Code, resulting in the Fund being subject to a combined effective U.S. federal income tax rate of up to 44.7% (including any applicable interest and penalties thereon) with respect to any ECI.

U.S. source interest income of the Fund that is not ECI will not be subject to U.S. withholding tax, provided such interest qualifies as "portfolio interest" within the meaning of Section 881 of the U.S. Internal Revenue Code. U.S. source interest income that does not qualify as "portfolio interest", and other types of U.S. source income of the Fund that is fixed or determinable annual or periodic in nature, will be subject to U.S. withholding tax at a flat rate of 30% (unless an exemption or lower treaty rate applies).

In the event that the Fund is directly or indirectly subject to U.S. federal income or withholding tax, each Investor should expect that distributions by the Fund will be made net of any such tax. Accordingly, all Investors bear the risk of the Fund being subject to material U.S. taxes, which taxes would materially and adversely affect Investors' returns.

(b) ***U.S. Tax Considerations Affecting the Investors***

(i) Special Considerations for U.S. Tax Exempt Investors in the Fund

Due to the Fund's status as a corporation for U.S. federal income tax purposes, it is expected that distributions by the Fund and gains from the sale of Fund interests received by a U.S. Tax-Exempt Investor generally will not be treated as "unrelated business taxable income" within the meaning of Section 512 of the U.S. Internal Revenue Code ("UBTI"), provided that such U.S. Tax-Exempt Investor's investment in the Fund is not "debt-financed property", within the meaning of Section 514 of the U.S. Internal Revenue Code. Conversely, if a U.S. Tax-Exempt Investor's investment in the Fund is debt-financed, all or a portion of such U.S. Tax-Exempt Investor's income attributable to such investment will be treated as UBTI, with respect to which a U.S. Tax-Exempt Investor will be subject to U.S. federal income tax and related filing requirements. Certain tax-exempt private universities are subject to an additional 1.4% excise tax on their "net investment income", including income from interest, dividends, and capital gains. As noted above, a U.S. Tax-Exempt Investor will indirectly bear any U.S. taxes imposed directly or indirectly on the Fund.

Investors should expect that the Fund will be treated as a "passive foreign investment company" within the meaning of Section 1297 of the U.S. Internal Revenue Code (a "PFIC"). In addition, the Fund may be treated as a "controlled foreign corporation" (a "CFC") if a U.S. person actually or constructively owns at least 10% of the voting stock or value of the Fund (a "U.S. Shareholder") and U.S. Shareholders in the aggregate actually or constructively own more than 50% of the voting power or value of the stock of the Fund. Complex attribution rules (which have been expanded) apply for purposes of determining ownership of a CFC. U.S. Investors will generally be subject to adverse consequences as to the timing and character of income from the Fund under the PFIC and/or CFC rules. In addition, each U.S. Shareholder of a CFC will be required to include currently in its income its *pro rata* share of the CFC's "global intangible low-taxed income" for the applicable tax year. A U.S. Tax-Exempt Investor generally will not be subject to income tax under the PFIC or CFC rules if it is not otherwise taxable under the UBTI provisions with respect to its ownership of the Fund (i.e., because its investment in the Fund is debt-financed). A U.S. Tax-Exempt Investor that is subject to tax on UBTI with respect to its investment in the Fund may be subject to adverse U.S. federal income tax consequences under the PFIC rules.

(ii) Special Considerations for Non-U.S. Investors in the Fund

Due to the Fund's status as a corporation for U.S. federal income tax purposes, it is expected that distributions by the Fund and gains from the sale of Fund interests received by a Non-U.S. Investor generally will not be treated as ECI to such Non-U.S. Investor. However, in the case of non-resident alien individuals, any such gain will be subject to a 30% (or lower tax treaty rate) U.S. withholding tax if (i) such person is present in the United States for 183 days or more during the taxable year such gain is recognised (on a calendar year basis unless the non-resident alien individual has previously established a different taxable year) and (ii) such gain is derived from US sources. Generally, the source of gain upon the sale, exchange or redemption of Fund interests is determined by the place of residence of the Investor. For purposes of determining the source of gain, the Code defines residency in a manner that may result in an individual who is otherwise a non-resident alien with respect to the United States being treated as a U.S. resident only for purposes of determining the source of income. Each potential individual Non-U.S. Investor who anticipates being present in the United States for 183 days or more (in any taxable year) is urged to consult his or her tax advisor with respect to the possible application of this rule. As noted above, a Non-U.S. Investor will indirectly bear any U.S. taxes imposed directly or indirectly on the Fund.

The tax treatment and tax filing obligations of a Non-U.S. Investor in its jurisdiction of tax residence will depend entirely upon the laws of such jurisdiction and may vary considerably from jurisdiction to jurisdiction. The Fund generally intends to provide Non-U.S. Investors with reasonably requested materials in order for Non-U.S. Investors to prepare tax returns in their jurisdiction of tax residence; however, the tax information that the Fund provides to any particular Non-U.S. Investor may not be timely or sufficient for such Non-U.S. Investor to file any such tax returns. In addition, each Non-U.S. Investor should carefully consider that there may be significant unfavourable timing differences between income recognition for tax purposes and cash distributions to Shareholders and, in this regard, each Non-U.S. Investor should consider that the Fund may reinvest its cash flow or use its cash flow to service its indebtedness or pay other expenses, rather than making cash distributions to Shareholders. Accordingly, a Non-U.S. Investor may incur income tax liabilities in its jurisdiction of tax residence (at rates applicable to the types of income earned by the Fund) in any given year that exceed cash distributions made to the Non-U.S. investor with respect to such year.

(iii) Additional Considerations for all Investors

Non-U.S. Taxes. Investments outside the U.S. may directly or indirectly subject the Fund and/or the Investors to additional tax obligations in the jurisdictions where investments are made and/or where investment activities are conducted. In particular, interest on debt obligations of non-U.S. issuers or obligors may be subject to withholding taxes imposed by the jurisdictions in which such issuers or obligors are tax resident. Tax treaties between certain countries and Luxembourg may reduce or eliminate such taxes.

U.S. State and Local Taxes. The Fund may be directly or indirectly subject to taxes imposed by U.S. state or local jurisdictions. The risk of the Fund becoming subject to U.S. state and local taxes is, in part, independent of the risk of the Fund becoming subject to U.S. federal income tax because U.S. state and local jurisdictions do not always impose tax obligations based on the same criteria as are applied for U.S. federal income tax purposes and are not bound by treaties. Investors should be aware that there are limitations on the deductibility of state and local taxes for U.S. federal income tax purposes.

Withholding. If the Fund is directly or indirectly subject to any U.S. or non-U.S. tax (including any withholding tax imposed on distributions by the Fund), allocations and distributions to the applicable Shareholders may, in the Board's discretion, as applicable, be appropriately adjusted and each Shareholder should expect that distributions by the Fund will be made net of any such tax.

Tax Credits and Deductions. In certain circumstances, an Investor may be eligible to receive a credit or a deduction in its jurisdiction of tax residence with respect to taxes paid to other taxing jurisdictions, including withholding taxes, on or with respect to such Investor's direct or indirect share of income from the Fund. However, no assurance can be provided that any such tax credit or deduction will be available or useable in any given case, or at all, and each Investor will be responsible for claiming any tax credits or deductions that may be available to it. Moreover, an Investor's ability to claim any such tax credit or deduction for taxes borne by the Fund or any subsidiaries may be more limited than if such Investor claimed such benefits directly or through a fiscally transparent entity.

(iv) Certain Reporting Requirements

U.S. Investors that are individuals (and to the extent specified in applicable U.S. Treasury Regulations, certain Non-U.S. Investors that are individuals and certain U.S. Investors that are entities) that hold "specified foreign financial assets" (as defined in Section 6038D of the U.S. Internal Revenue Code) are required to file a report on IRS Form 8938 with information relating to the asset for each taxable year in which the aggregate value of all such assets exceeds certain thresholds. Specified foreign financial assets generally would include, among other assets, Shares. U.S. Investors (including U.S. entities) and Non-U.S. Investors should consult their tax advisors with respect to the application of these rules and other reporting requirements.

The AIFM has the authority to prepare or have prepared, to execute or to have executed and to file, on behalf and in the name of the Shareholders, any elections, returns, applications, agreements and other instruments or documents, under applicable tax law, which it deems necessary or advisable. The Fund generally intends to provide, to the extent applicable, tax information to each Shareholder following the close of the Fund's taxable year. Investors should note that, for any given year, the Fund may be unable to provide this information prior to the due date for the filing of their applicable tax returns with respect to that year. Accordingly, Investors should expect to file for any available extensions of the filing dates for their applicable tax returns.

Under this Prospectus and the Articles, all tax elections required or permitted to be made by the Fund under the U.S. Internal Revenue Code or applicable state, local or non-U.S. law may be made by the Board.

(v) Taxation in Jurisdictions of Tax Residence

The specific tax treatment of an Investor in its jurisdiction of tax residence will depend entirely on the laws of such jurisdiction, and may vary considerably from jurisdiction to jurisdiction. An Investor may be subject to special tax, reporting, or other regimes in its jurisdiction of tax residence, including potential material adverse tax consequences. For example, considerations in certain jurisdictions may include, among other things, the possibility that: (i) the manner in which the Fund is organised and operated may adversely affect a Shareholder's tax basis in its Shares, and / or the Investor's ability to utilise its tax basis for purposes of calculating gain or loss; (ii) all or a portion of the income from an investment in the Fund may be subject to unfavourable tax rates; (iii) an investment in the Fund could

result in an Investor recognising taxable "phantom income" in its jurisdiction of tax residence in advance of, or significantly in excess of, cash distributions received by such Investor from the Fund; and (iv) an Investor may be subject to special filing requirements or adverse filing consequences in its jurisdiction of tax residence in respect of its investment in the Fund. Accordingly, each Investor is strongly urged to consult its tax advisor with respect to the tax implications for it of an investment in the Fund in the Investor's jurisdiction of tax residence.

(vi) Foreign Account Tax Compliance.

Payments of certain types of income from sources within the United States (as determined under applicable U.S. federal income tax principles), such as interest and dividends from sources within the United States (collectively, "Withholdable Payments"), in each case, to a foreign financial institution or other foreign entity generally will be subject to a 30% U.S. federal withholding tax, unless certain reporting and other applicable requirements are satisfied. Under FATCA and the intergovernmental agreement between the U.S. and Luxembourg (the "Luxembourg IGA"), it is expected that the Fund will be treated as a "foreign financial institution" for this purpose. As a foreign financial institution, in order to be permitted to receive Withholdable Payments without deduction of this 30% U.S. federal withholding tax, the Fund will be required to register with the IRS and will need to, among other requirements: (i) obtain and verify information on all of its interest holders to determine which interest holders are "Specified U.S. Persons" (i.e., U.S. Investors other than tax-exempt entities and certain other persons) and, in certain cases, non-U.S. persons whose owners are Specified U.S. Persons ("U.S. Owned Foreign Entities") and (ii) annually report information on its interest holders that are non-compliant with FATCA, Specified U.S. Persons and U.S. Owned Foreign Entities to the Luxembourg tax authorities or the IRS. The Luxembourg tax authorities will exchange the information reported to it with the IRS annually on an automatic basis. In addition, certain non-U.S. entities in which the Fund invests (each, an "Offshore Entity") may be required to register with the IRS and to provide similar information to the IRS or other jurisdictions in order to be permitted to receive Withholdable Payments without deduction of this 30% U.S. federal withholding tax. The Fund generally intends to satisfy any obligations imposed on it to avoid the imposition of this 30% U.S. federal withholding tax; however, no assurances can be provided that the Fund and each Offshore Entity will be exempt from this 30% withholding tax.

Any Investor that either does not provide the relevant information or is otherwise not compliant with FATCA may be subject to this withholding tax on certain distributions from the Fund. Any taxes required to be withheld under these rules must be withheld even if the relevant income is otherwise exempt (in whole or in part) from withholding of U.S. federal income tax, including under an income tax treaty between the U.S. and the beneficial owner's country of tax residence. Each Investor should consult its tax advisors regarding the possible implications of this withholding tax (and the reporting obligations that will apply to such Investor, which may include providing certain information in respect of such Investor's beneficial owners).

(vii) Potential Legislation (and Uncertain Tax Positions).

Each Investor should be aware that tax laws and regulations are changing on an ongoing basis, and such changes may apply with retroactive effect. Moreover, the interpretation and application of tax laws and regulations by certain tax authorities may not be clear, consistent or transparent. Uncertainty in the tax law, as well as new developments in tax laws, may require the Fund to accrue for potential tax

liabilities even in situations where the Fund does not expect it or its Investors to be ultimately subject to such tax liabilities. In this regard, each Investor should note that the U.S. President and certain members of the U.S. Congress have proposed certain changes to the tax laws of the United States (including an increase in certain U.S. tax rates), which if enacted, could adversely affect an Investor's investment returns. Moreover, accounting standards and/or related tax reporting obligations may change, giving rise to additional accrual and/or other obligations. Each Investor should also be aware that other developments in the tax laws of the U.S. or other jurisdictions could have a material effect on the tax consequences to the Fund and/or an Investor and/or any investment vehicles through which the Fund invests and such developments may require Investors to disclose certain additional information (which may be provided to the IRS or other taxing authorities) or may subject such Investors to other adverse consequences.

In addition, Investors should particularly consider the possibility of changes to tax laws and regulations which may adversely affect the Fund or certain or all of the Investors as a result of BEPS Action Plan. The development of the BEPS Action Plan is ongoing and may take different forms. Although final reports on all action points were published on 5 October 2015, in many areas work continues on aspects of the recommendations, so the full detail is not yet resolved, and it is unclear whether, when, how and to what extent any particular jurisdiction will decide to adopt those recommendations (although, as noted above, the measures pursuant to the MLI, ATAD, ATAD 2 and ATAD 3 are all being, or (on a varying timetable) are required to be, implemented). Different jurisdictions may implement any such recommendations in different ways.

Each Investor should be aware that as clarity on the form of adoption of the BEPS Action Plan recommendations (including related measures such as the MLI, ATAD and ATAD 2) in relevant jurisdictions develops, it may be necessary to restructure, redomicile, modify and/or amend the terms of the operating agreements of the Fund or any subsidiaries and/or the Fund's direct or indirect investments and make other changes to the relevant agreements in connection therewith (including changing the jurisdiction or type of entity of one or more of the holding and financing structures through which investments are held), and the Board will have the right to effect any such action in its sole discretion, although it shall be under no obligation to do so. Such changes may disproportionately adversely affect certain Investors and the consent of such Investors will not be required to effect such changes. The costs of any such action will be borne by the Fund. The implementation of the BEPS Action Plan may also require the Board, the AIFM, the Investment Managers and/or their representatives to enter into discussions with tax authorities which may involve disclosure of the structure of the Fund and the identity and certain other information pertaining to the Investors. Each Investor should be aware that such discussions and disclosure may take place and that Investors may be required to provide further information to the Board, the AIFM and/or the Investment Managers in order to facilitate such discussions. Any such restructuring or discussions may give rise to adverse tax or other consequences and there is no guarantee that the outcome of any restructuring or discussions with tax authorities will achieve their intended results. Investors should consider the potential impact the BEPS Action Plan may have on their respective tax positions.

12.2 **Luxembourg**

***The following is an overview of certain tax consequences of purchasing, owning and disposing of the Shares in the Fund. It does not purport to be a comprehensive description of all of the tax considerations that might be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. It is a description of certain tax consequences for Investors with respect to the Shares issued by the Fund and may not include tax considerations that arise from rules of general application or that are generally assumed to be known to Investors. This overview is based on the laws in force on the date of the present document and is subject to any change in law that may take effect after such date. Please be aware that the residency concept used under the headings below applies for Luxembourg income tax assessment purposes only. Any reference in this section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi), as well as personal income tax (impôt sur le revenu) generally. Investors may further be subject to net worth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers who are residents of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and to the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.***

***Investors should consult their professional advisors with respect to the tax consequences of an investment in the Fund, particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.***

(a) **Taxation of the Fund**

(i) Income Tax

The Fund is not liable to any Luxembourg income tax.

(ii) Subscription Tax

The Fund is liable in Luxembourg to a subscription tax (*taxe d'abonnement*) at an annual rate of 0.05% calculated on the basis of the net asset value of the Fund at the end of each quarter. The subscription tax is a cost for the Fund.

However, the subscription tax rate is reduced to 0.01% for:

a) Undertakings for collective investment ("UCIs") and individual sub-funds of umbrella UCIs that are authorised as money market funds in accordance with Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds;

b) individual sub-funds of UCIs with multiple sub-funds subject to the 2010 Law and individual classes of securities issued within a UCI or within a sub-fund of a UCI with multiple sub-funds, provided that the securities of these sub-funds or classes are reserved for one or more institutional investors.

Under certain conditions, reduced rates ranging from 0.04% to 0.01% may also be available for the portion of the net assets of a UCI or of an individual sub-fund of a UCI with multiple sub-funds that are invested in sustainable economic activities (as defined in Article 3 of the Taxonomy Regulation).

Further, the following are exempt from the subscription tax:

a) the value of the assets represented by units held in other UCIs, provided such units have already been subject to the subscription tax provided by article 174 of the 2010 Law, by article 68 of the amended law of 13 February 2007 on specialised investment funds, or by article 46 of the 2016 Law;

b) UCIs as well as individuals sub-funds of UCIs with multiple sub-funds:

(i) whose securities are reserved for institutional investors, and

(ii) which are authorised as short-term money market funds in accordance with Regulation (EU) 2017/1131, and

(iii) that have obtained the highest possible rating from a recognised rating agency;

If there are several classes of securities within the UCI or sub-fund, the exemption applies only to those classes whose securities are reserved for institutional investors;

c) UCIs as well as individual sub-funds of UCIs with multiple sub-funds whose securities are reserved for (i) institutions for occupational retirement pension or similar investment vehicles set up at the initiative of one or more employers for the benefit of their employees, (ii) companies of one or more employers investing the funds they hold, to provide retirement benefits to their employees, and (iii) investors in the context of a pan-European Personal Pension Product established under Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP). If there are several classes of securities within the UCI or sub-fund, the exemption applies only to those classes whose securities are reserved for these investors;

d) UCIs as well as individual sub-funds of UCIs with multiple sub-funds whose main objective is the investment in microfinance institutions.

e) UCIs as well as individual sub-funds of UCIs with multiple sub-funds (i) whose securities are listed or traded on at least one stock exchange or another regulated market operating regularly, recognised and open to the public, and (ii) whose sole object is to replicate the performance of one or more indices. If there are several classes of securities within the UCI or sub-fund, the exemption applies only to those classes fulfilling the condition of sub-point (i);

f) UCIs and individual sub-funds of UCIs with multiple sub-funds which are approved as European long-term investment funds in accordance with Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds.

(iii) Withholding Tax

The Fund is not subject to withholding tax with respect to distributions, redemption or payment made by the Fund to its Shareholders under the Shares. There is no withholding tax on the distribution of liquidation proceeds to the Shareholders.

The Fund may be subject to withholding tax on dividends and interest and to tax on capital gains in the country of origin of its investments. As the Fund itself is exempt from income tax, withholding tax levied at source, if any, would normally not be refundable. Whether the Fund may benefit from a double tax treaty concluded by Luxembourg must be analysed on a case-by-case basis.

(iv) Value Added Tax ("VAT")

According to the current Luxembourg VAT legislation, the Fund is considered in Luxembourg as a taxable person for VAT purposes without any input VAT deduction right. A VAT exemption applies in Luxembourg for services qualifying as fund management services. Other services supplied to the Fund could potentially trigger VAT and require the VAT registration of the Fund in Luxembourg. As a result of such VAT registration, the Fund will be in a position to fulfil its duty to self-assess the VAT regarded as due in Luxembourg on taxable services (or goods to some extent) purchased from abroad.

No VAT liability arises in principle in Luxembourg in respect of any payments by the Fund to its Investors, to the extent such payments are linked to their subscription to the Shares and do, therefore, not constitute the consideration received for taxable services supplied.

(b) ***Other Taxes***

No stamp duty or other tax is payable in Luxembourg on the issue of Shares in the Fund against cash, except a fixed registration duty of seventy-five Euros (EUR 75.-) which is paid upon the Fund's incorporation or any amendment of its article of incorporation.

(c) ***Taxation of the Investors***

It is expected that Investors in the Fund will be resident for tax purposes in many different countries. Consequently, no attempt is made in this Prospectus to summarise the taxation consequences for each Investor subscribing, converting, holding or redeeming or otherwise acquiring or disposing of Shares of the Fund. These consequences will vary in accordance with the law and practice currently in force in an Investor's country of citizenship, residence, domicile, establishment or incorporation and with its/his/her personal circumstances.

The Fund and its agents shall have no liability in respect of the individual tax affairs of the Investors.

Investors should consult their professional advisors on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming the Fund's Shares under the laws of their country of citizenship, residence, domicile, establishment or incorporation.

(i) Tax residency of the Investors

An Investor will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the subscription, holding and/or disposal of the Shares or the execution, performance or enforcement of its rights thereunder.

(ii) Income Tax

*Taxation of Luxembourg non-resident Investors*

Investors, who are non-residents of Luxembourg and who have neither a permanent establishment nor a permanent representative in Luxembourg to which

or whom the Shares are attributable, are generally not liable to any Luxembourg income tax on income received and capital gains realised upon the sale, disposal or redemption of the Shares.

Non-resident corporate Investors, which have a permanent establishment or a permanent representative in Luxembourg, to which or whom the Shares are attributable, must include any income received, as well as any gain realised on the sale, disposal or redemption of Shares, in their taxable income for Luxembourg tax assessment purposes. The same inclusion applies to individuals, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg, to which or whom the Shares are attributable. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

*Taxation of Luxembourg resident Investors*

Luxembourg resident individuals

Any dividends and other payments derived from the Shares by resident individual Investors, who act in the course of either their private wealth or their professional/business activity, are subject to income tax at progressive ordinary rates.

A gain realised upon the sale, disposal or redemption of Shares by Luxembourg resident individual Investors, acting in the course of the management of their private wealth, are not subject to Luxembourg income tax, provided this sale, disposal or redemption took place more than six (6) months after the Shares were acquired and provided the Shares do not represent a substantial shareholding. A shareholding is considered as substantial shareholding in limited cases, in particular if (i) the Investor has held, either alone or together with his/her spouse or partner and/or his/her minor children, either directly or indirectly, at any time within the five (5) years preceding the realisation of the gain, more than 10% of the share capital of the Fund or (ii) the taxpayer acquired free of charge, within the five (5) years preceding the transfer, a participation that was constituting a substantial participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same 5-year period). Capital gains realised on a substantial participation more than six (6) months after the acquisition thereof are subject to income tax according to the half-global rate method, (i.e., the average rate applicable to the total income is calculated according to progressive income tax rates and half of the average rate is applied to the capital gains realised on the substantial participation). A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the shareholding.

Luxembourg corporate residents

Luxembourg resident corporate Investors (*sociétés de capitaux*) must include any profits derived, as well as any gain realised on the sale, disposal or redemption of Shares in their taxable profits for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold recovered or redeemed.

Luxembourg resident companies benefiting from a special tax regime

Luxembourg corporate resident Investors which are companies benefiting from a special tax regime, such as (i) undertakings for collective investment governed by the 2010 Law, (ii) specialised investment funds subject to the amended law of 13

February 2007, (iii) family wealth management companies governed by the amended law of 11 May 2007, and (iv) reserved alternative investment funds governed by the 2016 Law and treated as specialised investment funds for Luxembourg tax purposes are tax exempt entities in Luxembourg and are thus not subject to any Luxembourg income tax.

(iii) Net Worth tax

Luxembourg resident Investors and non-resident Investors who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Shares are attributable, are subject to Luxembourg net worth tax on such Shares, except if the Investor is (i) a resident or non-resident individual taxpayer, (ii) a undertakings for collective investment subject to the 2010 Law, (iii) a securitisation vehicle governed by the amended law of 22 March 2004 on securitisation, (iv) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (v) a specialised investment fund governed by the amended law of 13 February 2007, (vi) a family wealth management company governed by the amended law of 11 May 2007, (vii) a professional pension institution governed by the amended law dated 13 July 2005, or (viii) a reserved alternative investment fund governed by the 2016 Law.

However, (i) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (ii) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (iii) a professional pension institution governed by the amended law dated 13 July 2005, as well as (iv) an opaque reserved alternative investment fund governed by 2016 Law opting to be treated as a venture capital vehicle for Luxembourg tax purposes remain subject to minimum net worth tax.

(d) ***Other Taxes***

No estate or inheritance tax is levied on the transfer of the Shares upon death of a Shareholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

Luxembourg gift tax may be levied on a gift or donation of the Shares if embodied in a Luxembourg notarial deed or otherwise registered in Luxembourg.

(e) ***FATCA***

Capitalised terms used in this section should have the meaning as set forth in the FATCA Law (as defined below), unless otherwise provided herein.

The Fund may be subject to the so-called FATCA legislation which generally requires reporting to the IRS of non-US financial institutions that do not comply with FATCA and direct or indirect ownership by US persons of non-US entities. As part of the process of implementing FATCA, the US government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

Under the terms of the FATCA Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution.

Luxembourg has entered into a Model I Intergovernmental Agreement implemented by the Luxembourg law of 24 July 2015, as amended or supplemented (the "FATCA Law"), which requires Financial Institutions located in Luxembourg to report, when required,

information on Financial Accounts held by Specified US Persons, if any, to the Luxembourg tax authorities (*Administration des contributions directes*).

This status imposes on the Fund the obligation to regularly obtain and verify information on all of its Shareholders. On the request of the Fund, each Shareholder shall agree to provide certain information, including, in the case of a passive Non-Financial Foreign Entity ("NFFE"), information on the Controlling Persons of such NFFE, along with the required supporting documentation. Similarly, each Shareholder shall agree to actively provide to the Fund within thirty (30) days any information that would affect its status, as for instance a new mailing address or a new residency address.

The FATCA Law may require the Fund to disclose the names, addresses and taxpayer identification number (if available) of its Shareholders as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the IRS.

Shareholders qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their information by the Fund.

Additionally, the Fund is responsible for the processing of personal data and each Shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Fund are to be processed in accordance with the applicable data protection legislation.

Although the Fund generally intends to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax or penalties as result of the FATCA regime, the value of the Shares held by the Shareholders may suffer material losses. The failure for the Fund to obtain such information from each Shareholder and to transmit it to the Luxembourg tax authorities may trigger the 30% withholding tax to be imposed on certain payments of U.S. source income as well as penalties.

Any Shareholder that fails to comply with the Fund's documentation requests may be charged with any taxes and/or penalties imposed on the Fund as a result of such Shareholder's failure to provide the information and the Fund may, in its sole discretion, redeem the Shares of such Shareholder.

Investors who invest through intermediaries are reminded to check if and how their intermediaries will comply with this U.S. withholding tax and reporting regime.

Investors should consult a U.S. tax advisor or otherwise seek professional advice regarding the above requirements.

(f) ***CRS***

Capitalised terms used in this section should have the meaning as set forth in the CRS Law (as defined below), unless otherwise provided herein.

The Fund may be subject to the Common Reporting Standard (the "CRS") as set out in the Luxembourg law of 18 December 2015, as amended or supplemented (the "CRS Law") implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as the OECD's multilateral competent authority agreement on automatic exchange of financial account information signed on 29 October 2014 in Berlin, with effect as of 1 January 2016.

Under the terms of the CRS Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution.

As such, the Fund is required to annually report to the Luxembourg tax authorities personal and financial information related, inter alia, to the identification of, holdings by and payments made to (i) certain Shareholders qualifying as Reportable Persons as per the CRS Law and (ii) Controlling Persons of passive non-financial entities ("NFEs") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the "Information"), will include personal data related to the Reportable Persons.

The Fund's ability to satisfy its reporting obligations under the CRS Law will depend on each Shareholder providing the Fund with the Information, along with the required supporting documentary evidence. In this context, the Shareholders are hereby informed that, as data controller, the Fund will process the Information for the purposes as set out in the CRS Law.

Shareholders qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Fund.

Additionally, the Fund is responsible for the processing of personal data and each Shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Fund are to be processed in accordance with the applicable data protection legislation.

The Shareholders are further informed that the Information related to Reportable Persons within the meaning of the CRS Law will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction(s). In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the Shareholders undertake to inform the Fund within thirty (30) days of receipt of these statements should any included personal data not be accurate. The Shareholders further undertake to immediately inform the Fund of, and provide the Fund with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Although the Fund generally intends to satisfy any obligation imposed on it to avoid any fines or penalties imposed by the CRS Law, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a fine or penalty as a result of the CRS Law, the value of the Shares held by the Shareholders may suffer material losses.

Any Shareholder that fails to comply with the Fund's Information or documentation requests may be held liable for penalties imposed on the Fund as a result of such Shareholder's failure to provide the Information and the Fund may, in its sole discretion, redeem the Shares of such Shareholders.

12.3 **United Kingdom**

**The following comments are general in nature, non-exhaustive and do not constitute legal or tax advice. In particular, these comments do not address the tax position of an Investor, except as specifically noted. Investors should consult their tax advisors as to the consequences to them if the acquisition, ownership and disposition of Shares. The comments below are based on an understanding of law and facts as at the time of writing and therefore may be subject to change.**

The Fund is not anticipated to be resident for tax purposes in the UK. On the assumption that the Fund conducts its affairs in accordance with the investment strategy described in this Prospectus it is not expected to be subject to tax in the UK (other than (a) any UK tax deducted at source from UK source income (such as interest) received by the Fund; or (b) in certain circumstances, in respect of the direct or indirect proceeds of the disposal of UK real property or of interests in entities which are "UK property rich" according to UK law).

***UK Reporting Fund Status***

The Offshore Funds (Tax) Regulations 2009 (the "Offshore Funds Regulations") set out the regime for the taxation of investments in offshore funds (as defined in the UK Taxation (International and Other Provisions) Act 2010 ("TIOPA 2010")) which operates by reference to whether a fund opts into a reporting regime ("reporting funds") or not ("non-reporting funds"). If an investor who is resident in the UK for taxation purposes holds an interest in an offshore fund that does not have reporting fund status throughout the period during which the investor holds that interest, any gain accruing to the investor upon the sale, redemption or other disposal of that interest (including a deemed disposal on death) may be taxed at the time of such sale, redemption or other disposal as income ("offshore income gains") and not as a capital gain.

Investors in reporting funds are subject to tax on the share of the reporting fund's income attributable to their holding in the fund, whether or not distributed, and any gains on disposal of their holding would be taxed as capital gains. Investors in non-reporting funds would not be subject to tax on income retained by the non-reporting fund. The Board may consider seeking to opt for one or more Share Class to have reporting fund status.

Shareholder reports in respect of Share Classes with reporting fund status are made available within six months of the end of each reporting period at https://www.blackrock.com/uk/reportingfundstatus. The intention of the Offshore Funds Regulations is that reportable income data shall principally be made available on a website accessible to UK Investors. Alternatively, Investors may request a hard copy of the reporting fund data for any given year. Such requests must be made in writing to the following address: Head of Product Tax, BlackRock Investment Management (UK) Limited, 12 Throgmorton Avenue, London EC2N 2DL.

## 13. CONFLICTS OF INTEREST

### 13.1 Potential Conflicts of Interest

Potential conflicts of interest exist in the structure and operation of the Fund's business and should be considered carefully before investing.

As a global provider of investment management, risk management and advisory services to institutional and retail clients, BlackRock, the Board, the AIFM, the Investment Managers and their respective affiliates (for purposes of this Section, the "BlackRock Entities"), engage in a broad spectrum of activities, including sponsoring and managing a variety of public and private investment funds, funds of funds and separate accounts across fixed income, liquidity, equity, alternative investment and real estate strategies; providing financial advisory services; providing technology infrastructure and analytics under the BlackRock Solutions® brand and engaging in certain broker-dealer activities and other activities. Although the relationships and activities of the BlackRock Entities should help enable these entities to offer attractive opportunities and service to the Fund, such relationships and activities create certain inherent actual and potential conflicts of interest. In the ordinary course of business, the BlackRock Entities engage in activities where their interests or the interests of their clients may conflict with the interests of the Fund, certain Investors or a group of Investors, or the Fund's investments. The following discussion enumerates certain potential and actual conflicts of interest. By acquiring Shares and by agreeing in its Subscription Form to be bound by the terms of this Prospectus and the Articles, each Investor will be deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived any claims with respect to the existence of such conflicts of interest, subject to applicable law.

For purposes of this Section 13 "*Conflicts of Interest*", references to "BlackRock" include the AIFM, the Investment Managers and their respective affiliates to the extent applicable and, as the context may require, any reference to the "Fund" includes the Sub-Funds collectively and each Sub-Fund individually.

### 13.2 Conflicts between the Fund and Other Client Accounts

Allocation of Investment Opportunities. The BlackRock Entities manage and advise numerous accounts for clients around the world, such as registered and unregistered funds and owners of separately managed accounts (collectively, "Client Accounts"). Client Accounts include funds and accounts in which the BlackRock Entities or their personnel have an interest ("BlackRock Accounts"). Certain of these Client Accounts have investment objectives, and utilise investment strategies, that are similar to the Fund's. As a result, certain Investments may be appropriate for the Fund and also for other Client Accounts, including based on legal, tax or regulatory considerations. The BlackRock Entities' allocation of investment opportunities among various Client Accounts presents inherent potential and actual conflicts of interest, particularly where an investment opportunity is limited. These potential conflicts are exacerbated in situations where BlackRock is entitled to higher fees and incentive compensation from certain Client Accounts than from other Client Accounts (including the Fund), where the portfolio managers making an allocation decision are entitled to an incentive fee, performance fee, carried interest or other similar compensation from such other Client Accounts, or where there are differences in proprietary investments in the Fund and Client Accounts. The prospect of achieving higher compensation or greater investment return from another investment vehicle or separate account than from the Fund may provide incentives for the Investment Managers or other BlackRock Entities to favour the other investment vehicle or separate account over the Fund when, for example, allocating investment opportunities that the Investment Managers believe could result in favourable performance. It is the policy of BlackRock not to make decisions based on the foregoing interests or greater fees or compensation.

To address these actual and potential conflicts, BlackRock has developed an investment allocation policy and related guidelines. In addition, certain BlackRock Entities and business units, including the Investment Managers, have supplemental allocation policies for making allocation decisions among Client Accounts managed by such BlackRock Entities (together with the investment allocation policy and related guidelines, the "Allocation Policy"). The Allocation Policy is intended to ensure that investment opportunities are allocated on a fair and equitable basis among Client Accounts over time, taking into account various factors

including: the Client Account's investment objective, guidelines and restrictions and other portfolio construction considerations; available cash and liquidity needs; tax, regulatory and contractual considerations; risk or investment concentration parameters; supply or demand for a security at a given price level; size of available investment; unfunded capital commitments or cash availability and liquidity requirements; leverage limitations; regulatory restrictions; contractual restrictions (including with other clients); minimum investment size; relative size; and such other factors as may be relevant to a particular transaction or Client Account. The BlackRock Entities reserve the right to allocate investment opportunities appropriate for the objectives of the Fund and other Client Accounts in any other manner deemed fair and equitable by the BlackRock Entities consistent with the Allocation Policy and applicable law. The application of the Allocation Policy and the foregoing considerations may result in a particular Client Account, including the Fund, not receiving an allocation of an investment opportunity that has been allocated to other Client Accounts following the same or similar strategy, or receiving a smaller allocation than other Client Accounts. Furthermore, as the investment programs of the Fund and the other applicable Client Accounts change and develop over time, additional issues and considerations may affect the Allocation Policy and the expectations of the BlackRock Entities with respect to the allocation of investment opportunities to the Fund and other Client Accounts. BlackRock and the Investment Managers reserve the right to change the Allocation Policy and guidelines relating thereto from time to time without the consent of or notice to the Shareholders.

As a general matter, it is expected that each Client Account, including the Fund, will participate only in investments deemed appropriate for such Client Account's strategy and sourced by the investment personnel directly responsible for managing the Client Account, though investments sourced by such personnel may also be allocated to other Client Accounts that may be managed by other investment teams. While the investment program of the Fund and certain other Client Accounts permit the making of investments sourced by investment personnel not directly responsible for managing the Client Account, the Fund and such other Client Accounts have no right or entitlement to receive an allocation of any such investment opportunity.

As noted above, certain BlackRock Entities and business units have supplemental allocation policies for making allocation decisions among Client Accounts managed by such BlackRock Entities or business units. Pursuant to these supplemental policies, certain Client Accounts may be given priority with respect to investments that may be appropriate for one or more other Client Accounts. As a result, there may be situations where a Client Account does not participate in certain investments that fit within its strategy to the fullest extent otherwise possible or at all.

In certain circumstances, subject to the Allocation Policy, the Investment Managers expect to, in their discretion, provide co-investment opportunities to investors in Client Accounts, including Investors, on terms determined by the Investment Managers and without notice to the Shareholders. To the extent such co-investment opportunities are offered to other investors, it may present inherent conflicts of interest between the interests of the Fund and the co-investors.

Co-Investment Opportunities. BlackRock, Inc., the Investment Managers, the AIFM and their respective affiliates (each a "BlackRock Entity") may, subject to BlackRock's Allocation Policy, offer co-investments to some or all of the Investors (in their individual capacities) or third parties (which may include other funds and Client Accounts managed or established by BlackRock or any of its affiliates, other sponsors, market participants, finders, service providers, and/or affiliated Shareholders) through partnerships, joint ventures or other entities (such co-investments, "Co-Investment Opportunities"). In determining to whom and in what relative amounts to allocate Co-Investment Opportunities, each BlackRock Entity's policy will be to consider various factors as it believes are appropriate. The BlackRock Entities are under no obligation to provide Co-Investment Opportunities to any Investor and may offer Co-Investment Opportunities to only certain Investors or to certain persons who are not Investors without notifying other persons (including Shareholders) of such Co-Investment Opportunity and in such amounts, on such terms and at such times as a BlackRock Entity determines. If a BlackRock Entity offers a Co-Investment Opportunity to one or more Investors or other persons, it will not be under any obligation to offer any other Co-Investment Opportunity to any such person (and it may, for example, give one or more Investors a longer period to evaluate a potential Co-Investment Opportunity than other Investors being offered the same Co-Investment

Opportunity). Investors who have expressed an interest in a Co-Investment Opportunity may not be allocated any Co-Investment Opportunities or may receive a smaller amount of a Co-Investment Opportunity than the amount requested. Any Co-Investment Opportunity offered by a BlackRock Entity will be on terms and conditions determined by such BlackRock Entity in its discretion.

The BlackRock Entities may, at any time prior to the consummation of a proposed co-investment transaction, determine to withdraw any offer of a Co-Investment Opportunity for any reason, including if a BlackRock Entity does not receive a sufficient amount (as determined in such BlackRock Entity's discretion) of demand with respect to such Co-Investment Opportunity.

Past performance is not necessarily indicative of future results and the actual number of Co-Investment Opportunities made available to Investors may be significantly higher or lower than those made available in connection with the other funds or accounts managed by the BlackRock Entities. The performance of any Co-Investment Opportunity allocated to an Investor is not aggregated with that of the Fund, including for the purposes of determining any Investor's entitlement to distributions of proceeds.

An Investor's returns with respect to Co-Investment Opportunities may be less than or exceed its returns with respect to the Fund. In particular, a Co-Investment Opportunity may be subject to reduced management fees, carried interest or similar compensation payable to the AIFM, the Investment Managers and/or their affiliates.

Co-Investment Opportunities offered to third parties may involve risks not present in investments where a third party is not involved, including the possibility that a third-party co-venturer or partner (each such third party, a "Co-Investor") may at any time have economic or business interests or goals that are inconsistent with those of the Fund, might become bankrupt, or may be in a position to take action contrary to the investment objectives of the Fund. In addition, the Fund may in certain circumstances be liable for the actions of its Co-Investor.

There can be no assurance that the Fund's return from an Investment would be equal to and not less than the return of another party that was allocated a Co-investment Opportunity in the same investment. There is no assurance that the Co-Investors and/or underlying companies will provide the Investment Managers with full access to information, or that any such information will be accurate, complete, current or otherwise reliable. Any failure of a Co-Investor (or its agents) to provide accurate information with respect to a Co-Investment Opportunity could subject the Fund to losses. Efforts to measure and reduce risk may not be successful.

Management and other fees and/or carried interest, if any, with respect to a Co-Investment Opportunity will be charged in the discretion of the Investment Managers, and the Investment Managers and other BlackRock affiliates shall be under no obligation to account to the Fund for any such fees or carried interest. Any such amounts generally will not be shared with the Fund or reduce Management Fees or performance-based amounts paid by the Fund.

In addition, from time to time, the Investment Managers, in order to consummate a transaction or facilitate the acquisition of an investment and ensure the Fund is afforded an investment opportunity or otherwise, may cause the Fund to fund (or commit to fund) on behalf of certain co-investors with a view to selling down a portion of such Investment to such co-investors or other persons at a later time or prior to or within a period after the closing of the acquisition. Where appropriate, and in the Manager's discretion, subject only to the overall supervision of the AIFM, the Investment Managers reserve the right to charge interest on the purchase to the co-investor or co-invest vehicle (or otherwise equitably to adjust the purchase price under certain conditions), and to seek reimbursement to the Fund for related costs. However, to the extent such amounts are not so charged or reimbursed, they generally will be borne by the Fund. If the Fund does not find co-investors and/or in the event that the co-investors breach their covenant to purchase the investment from the Fund, the Fund will have an allocation to an investment that is larger than originally anticipated. In addition, the Fund will bear the risk that any or all of the excess portion of such investment could only be sold on unattractive terms. If the excess portion of such investment has not been sold, the Fund may bear the entire portion of any other fees, costs and expenses related to such investment, hold a

larger than expected investment in such issuer and could realise lower than expected returns from such investment.

In some cases, a co-investment vehicle may be formed in connection with the consummation of a transaction and such entity will bear expenses related to its formation and operation. However, in the event that a transaction in which a co-investment was planned, including a transaction for which a co-investment was believed necessary in order to consummate such transaction or would otherwise be beneficial to the transaction, ultimately is not consummated, the full amount of any fees and expenses or other liabilities or obligations (including broken deal fees and expenses) generated in the course of evaluating any such proposed transaction generally would be borne by the Fund, and not by any potential co-investors that would have participated in such transaction.

For example, it is expected that an Investment Manager or an affiliate thereof will enter into an arrangement with an Investor pursuant to which such Investor will make a capital commitment to participate in Co-Investment Opportunities and grant the Investment Manager or such affiliate with discretion, subject to certain limitations, to cause such Investor to participate in Co-Investment Opportunities up to the amount of such commitment. In addition, it is expected that the Investment Manager or an affiliate thereof will enter into an arrangement with an Investor pursuant to which such Investor will make a capital commitment to participate in Co-Investment Opportunities, but such Investor will retain the right to determine whether to participate in Co-Investment Opportunities that are presented to such Investor by the relevant Investment Manager up to the amount of such commitment. In each case, such arrangements are not expected to create any obligation for the Investment Manager to offer to either such Investor any Co-Investment Opportunities or to cause either such Investor to participate in any Co-Investment Opportunities. For the avoidance of doubt, such capital commitments will not be included in determining whether total capital commitments exceed any cap on the size of the Fund.

Allocation of Portfolios. BlackRock will, in certain circumstances, have an opportunity to acquire a property, portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among the Fund and other BlackRock Accounts. Such allocations generally would be based on BlackRock's assessment of the expected returns and risk profile of each of the assets. For example, some of the assets in a pool may have an opportunistic return profile, while others may have a lower return profile not appropriate for the Fund. Also, a pool may contain both debt and equity instruments that BlackRock determines should be allocated to different funds. In all of these situations, the combined purchase price paid to a seller would be allocated among the multiple assets, securities and instruments in the pool and therefore among the Fund and other BlackRock Accounts acquiring any of the assets, securities and instruments, although BlackRock could, in certain circumstances, allocate value to the Fund and such other BlackRock Accounts on a different basis than the contractual purchase price. Similarly, there will likely be circumstances in which the Fund and other BlackRock Accounts will sell assets in a single or related transactions to a buyer. In some cases, a counterparty will require an allocation of value in the purchase or sale contract, though BlackRock could determine such allocation of value is not accurate and should not be relied upon. BlackRock will generally rely upon internal analysis to determine the ultimate allocation of value, though it could also obtain third-party valuation reports. Regardless of the methodology for allocating value, BlackRock will have conflicting duties to the Fund and other BlackRock Accounts when they buy or sell assets together in a portfolio, including as a result of different financial incentives BlackRock has with respect to different vehicles, most clearly when the fees and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an Investment of the Fund will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been allocated if such Investment were acquired or sold independently rather than as a component of a portfolio shared with other BlackRock Accounts.

Allocation of Fees and Expenses. Side-by-side management by the BlackRock Entities of the Fund and Client Accounts raises other potential and actual conflicts of interest, including those associated with allocating expenses attributable to the Fund and one or more other Client Accounts, management time, services and functions among the Fund and such Client Accounts. The Investment Managers and their affiliates will attempt to make such allocations on a basis that they consider to be fair and equitable to the Fund under the circumstances over time and considering such factors as it deems relevant. The allocations of such

expenses may not be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate *pro rata* based on number of Client Accounts or co-investors receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has a greater benefit to the Fund or the Investment Managers and/or their affiliates. As a result of the foregoing allocations, it is anticipated that the Fund and its Investors will bear expenses that do not directly relate to the Fund's own operations, or in respect of which the Fund does not directly derive any benefit, and instead relate to the operations of, and are to the direct benefit of, the BlackRock Infrastructure group as a whole.

Activities of Other Client Accounts. The BlackRock Entities will, from time to time, be actively engaged in transactions on behalf of other Client Accounts in the same investments, securities, derivatives and other instruments in which the Fund will directly or indirectly invest. Trading for certain other Client Accounts is carried out without reference to positions held directly or indirectly by the Fund and may have an effect on the value or liquidity of the positions so held or may result in another Client Account having an interest in an issuer adverse to that of the Fund.

Under certain circumstances, the Fund may invest directly or indirectly in a transaction in which one or more other Client Accounts are expected, or seek, to participate or already have made, or concurrently will make or seek to make, an investment. The Fund and the other Client Accounts may have conflicting interests and objectives in connection with such investments, including with respect to views on the operations or activities of the project or company involved, the targeted returns from the investment and the timeframe for, and method of, exiting the investment. For example, the Investment Managers' decisions on behalf of other Client Accounts to sell, redeem from or otherwise liquidate a security in which the Fund is invested may adversely affect the Fund, including by causing such investment to be less liquid or more concentrated, or by causing the Fund to no longer participate in a controlling position in the investment or to lose the benefit of certain negotiated terms, including, without limitation, fee discounts. Conflicts will also arise in cases where the Fund, directly or indirectly, and other Client Accounts invest in different parts of an issuer's capital structure, including circumstances in which one or more Client Accounts may own private securities or obligations of an issuer and other Client Accounts may own public securities of the same issuer. If an issuer in which the Fund, directly or indirectly, and one or more other Client Accounts hold different classes of securities (or other assets, instruments or obligations issued by such issuer) encounters financial problems, decisions over the terms of any workout will raise potential conflicts of interests (including, for example, conflicts regarding the terms of recapitalisations and proposed waivers, amendments or enforcement of debt covenants). As a result, one or more Client Accounts may pursue or enforce rights with respect to a particular issuer in which the Fund has directly or indirectly invested, and those activities may have an adverse effect on the Fund. Because of the different legal rights associated with debt and equity of the same portfolio company, BlackRock expects to face a potential conflict of interest in respect of the advice given to, and the actions taken on behalf of, the Fund versus another Client Account (e.g., the terms of debt instruments, the enforcement of covenants, the terms of recapitalisations and the resolution of workouts or bankruptcies). For example, if the Fund holds debt securities of an issuer and a Client Account directly or indirectly holds equity securities of the same issuer, then, if the issuer experiences financial or operational challenges, the Fund may seek a liquidation of the issuer in which it may be paid in full, whereas the Client Account, as a direct or indirect equity holder, might prefer a reorganisation that holds the potential to create value for the equity holders. Similarly, if additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, a Client Account may not provide such additional capital and the Fund may do so, or vice versa. In the event of an insolvency, bankruptcy or similar proceeding of an issuer, the Fund may be limited (by applicable law, courts or otherwise) in the positions or actions it may be permitted to take due to other interests held or actions or positions taken by other Client Accounts. In negotiating the terms and conditions of any such investments, or any subsequent amendments or waivers, the Investment Managers and the other BlackRock Entities may find that their own interests, the interests of the Fund and/or the interests of one or more other Client Accounts could conflict. Any of the foregoing conflicts of interest will be discussed and resolved on a case-by-case basis by employees of the Investment Managers and their affiliates. Any such discussions will take into consideration the interests of the relevant parties, the circumstances giving rise to the conflict and applicable laws. Investors should be aware that conflicts will not necessarily be resolved

in favour of the Fund and that the Fund could be adversely affected by the actions taken by BlackRock Entities on behalf of Client Accounts.

In order to avoid or reduce the conflicts that may arise in cases where the Fund, directly or indirectly, and other Client Accounts invest in different parts of an issuer's capital structure, or for other reasons, the Fund may choose not to invest in issuers in which other Client Accounts hold an existing investment (and BlackRock may grant one or more other Client Accounts holding such investment the right to prohibit the Fund from making such investment), even if the Investment Managers believe such investment opportunity to be attractive and otherwise appropriate for the Fund, which may adversely affect the performance of the Fund.

Other transactions by one or more Client Accounts also may have the effect of diluting the values or prices of investments held directly or indirectly by the Fund or otherwise disadvantaging the Fund. This may occur when portfolio decisions regarding the Fund are based on research or other information that is also used to support portfolio decisions for other Client Accounts. When a BlackRock Entity implements a portfolio decision or strategy on behalf of a Client Account other than the Fund ahead of, or contemporaneously with, similar portfolio decisions or strategies for the Fund (whether or not the portfolio decisions emanate from the same research analysis or other information), market impact, liquidity constraints or other factors could result in the Fund receiving less favourable investment results, and the cost of implementing such portfolio decisions or strategies for the Fund could increase, or the Fund could otherwise be disadvantaged.

Additionally, if the Fund makes an investment in a portfolio company in conjunction with an investment made by another Client Account, the Fund may not invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as such other Client Account. This likely will result in differences in investment cost, investment terms, leverage and associated expenses between the Fund and any other Client Account. There can be no assurance that the Fund and the other Client Accounts will exit the investment at the same time or on the same terms, and there can be no assurance that the Fund's return on such an investment will be the same as the returns achieved by any other Client Accounts participating in the transactions. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to the Fund.

The BlackRock Entities may also, in certain circumstances, pursue or enforce rights or take other actions with respect to a particular issuer or investment jointly on behalf of the Fund and other Client Accounts. Once the Fund and other Client Accounts are so joined, the Fund may be adversely impacted by the other Client Accounts' activities, and transactions for the Fund may be impaired or effected at prices or terms that may be less favourable than would otherwise have been the case had the other Client Accounts not pursued a particular course of action with respect to the issuer or investment. For example, one Client Account may dispose of or make an in-kind distribution of its portion of an investment that is jointly held on behalf of the Fund, such Client Account and other Client Accounts, and such action may adversely affect the Fund and such other Client Accounts that continue to hold such investment.

Conflicts may also arise because portfolio decisions made by the Investment Managers on behalf of the Fund may benefit other BlackRock Entities or Client Accounts, including BlackRock Accounts. For example, the Fund may invest directly or indirectly in investments the issuers of which are affiliated with BlackRock, or in which a Client Account has an equity, debt or other interest. There is a potential conflict of interest where the fees or compensation another BlackRock Entity receives from the Fund are based on the amount of assets invested in such entity by the Fund. In addition, the Fund may engage in investment transactions that may result in other Client Accounts being relieved of obligations or otherwise divesting of investments that the Fund also holds or which cause the Fund to have to divest certain investments. The purchase, holding and sale of Investments by the Fund may enhance the profitability of another Client Account's own investments in and activities with respect to such Investments.

Without limiting the generality of the foregoing, the Fund may invest, directly or indirectly, in equity of investments or issuers affiliated with the BlackRock Entities or in which a BlackRock Entity or a Client Account has a direct or indirect debt or other interest, or vice versa, and may acquire such equity or debt either directly or indirectly through public or private acquisitions. Such investments may benefit the

BlackRock Entities or Client Accounts. In addition, the Investment Managers may be incentivised not to undertake certain actions on behalf of the Fund in connection with such investments, in view of a BlackRock Entity's or Client Account's involvement with the relevant issuer or investment.

Transactions Between Client Accounts. Each of the BlackRock Entities and the Investment Managers reserve the right to conduct cross trades between the Fund and other Client Accounts, in accordance with applicable legal, tax and regulatory requirements. The Investment Managers may cause the Fund to purchase securities or other assets from or sell securities or other assets to, or engage in other transactions (including entering into derivative contracts) with, other Client Accounts or vehicles when the Investment Managers believe such transactions are appropriate and in the participants' best interest. If the Investment Managers wish to reduce the investment of one or more of such Client Accounts in a security or other asset and increase the investment of other Client Accounts in such security or other asset, it may effect such transactions by directing the legal transfer of the securities or other assets between Client Accounts (including the Fund) directly or by transferring the economic return of the securities or other assets between Client Accounts (including the Fund) through swaps, participation agreements or other derivatives. Any such transactions raise potential conflicts of interest, including where the assets of the Fund are used to support positions taken by other Client Account(s). These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the relevant Client Accounts' governing documents or otherwise in the sole discretion of the relevant Client Accounts' managers, such manager may seek the opinion of an unaffiliated third-party (including the use of a consultant, pricing vendor or investment banker to opine as to the fairness of a purchase or sale price) or may seek to obtain the consent of each Client Account to such transactions, including, if applicable, through an investor advisory board or similar body representing such Client Account. The Investment Managers may also determine that the willingness of a third party to make an investment on the same or similar terms demonstrates the fairness of the relevant transaction to the Fund under then-current market conditions. Whether or not such consent or a third-party opinion is obtained, or a third party invests, the Investment Managers intend to conduct such transactions when the Investment Managers believe such transactions are appropriate and are fair and equitable to the Fund and to each other Client Account under the circumstances over time, including in consideration of the potential present and future benefits with respect to each Client Account. Given the nature of these conflicts, there can be no assurance that the resolution of these conflicts will be beneficial to the Fund.

In addition, the Fund may enter into "agency cross transactions", in which a BlackRock Entity may act as broker for the Fund and for the other party to the transaction, to the extent permitted under applicable law and the relevant Client Account governing documents. In such cases, the relevant Investment Manager and such affiliate may have a potentially conflicting division of loyalties and responsibilities regarding both parties to the transaction. The authority of the relevant Investment Manager to conduct such agency cross-transactions is subject to the right of the Shareholders to revoke such authority by the affirmative vote of a majority of those Shareholders who are not directly or indirectly affiliated with the relevant Investment Manager, voting as a single class. To the extent that any provision of Section 11(a) of the U.S. Securities Exchange Act of 1934, as amended, or any of the rules promulgated thereunder is applicable to any transactions effected by the relevant Investment Manager, such transactions will be effected in accordance with the requirements of such provisions and rules.

Further Potential Value. BlackRock may be unable to exit an investment during the standard life of a Sub-Fund (where a Sub-Fund has a fixed life), or it may believe that it would be suboptimal to exit during that time, for example because it believes that the investment has not reached an appropriate level of maturity and/or stability or it still holds significant future upside. This could include, but is not limited to, a company for which a turnaround has not been completed, one that is not in the right part of the curve of a longer industry cycle, or one for which there is still a significant amount of value creation that can be done or future growth that is expected to occur. With respect to any investment that BlackRock does not believe it would be advisable to exit before the end of the life of the relevant Sub-Fund (where applicable), it is possible that BlackRock would determine that the optimal solution is to sell an investment from an earlier Client Account to the Fund or from the Fund to another Client Account. In addition, BlackRock might also

consider other possible solutions, such as the creation of a separate vehicle to hold long-lived assets, if permitted by and subject to any restrictions and requirements set forth in the applicable Sub-Fund's governing documents. Such a transaction may crystallise the performance fee, incentive allocation, carried interest or similar payment BlackRock is entitled to receive in respect of such investment, and BlackRock may not provide an option for Investors, or investors in such other Client Account, as the case may be, to continue their participation in such investment at all, or on the same terms.

In addition, in assessing legal, tax, regulatory, accounting and similar considerations that may impact allocation decisions, BlackRock may determine that, for a fund after its commitment period, particularly as it approaches the end of its term (including those whose term has been extended) or funds in windup, it would not be appropriate to allocate one or more follow-on investments to such fund, even if other Client Accounts do make such follow-on investment(s).

Conversely, there may be circumstances in which a portfolio company of another Client Account requires additional capital, whether in connection with a disposition, refinancing or otherwise. While the additional investment in such portfolio company may be appropriate for the Fund, and in fact may not be within the investment objectives of the other Client Account or may exceed the capital available to such other Client Account, the Fund will not have any entitlement to participate in such investment. In such cases, BlackRock may determine that such "follow-on" equity investment should be allocated the other Client Account which initially made the applicable investment or, alternatively, to the Fund or another Client Account.

Proxy Voting. The Investment Managers have discretion with respect to all voting and consent rights of the assets of the Fund. Consistent with applicable rules under the U.S. Advisers Act, BlackRock has adopted and implemented written proxy voting policies and procedures with respect to individual securities held by the Fund that are reasonably designed: (i) to ensure that proxies are voted, consistent with its fiduciary obligations, in the best interests of Client Accounts under the circumstances over time; and (ii) to prevent conflicts of interest from influencing proxy voting decisions made on behalf of clients. Nevertheless, when votes are cast in accordance with BlackRock's proxy voting policy and in a manner that BlackRock believes to be consistent with its fiduciary obligations, actual proxy voting decisions made on behalf of one Client Account may have the effect of favouring or harming the interests of other Client Accounts, including the Fund. Shareholders may receive a copy of BlackRock's proxy voting policy, upon request, and may also obtain a copy at: http://www.blackrock.com/corporate/en-us/about-us/responsible-investment/responsible-investment-reports.

In addition, the Investment Managers have policies and procedures related to the voting of proxies on behalf of the Fund and other Client Accounts (the "Proxy Policies and Procedures").

Principal Transactions. BlackRock Entities including BlackRock Accounts reserve the right to enter into "principal transactions" with the Fund within the meaning of Section 206(3) of the U.S. Advisers Act in which a BlackRock Entity acts as principal for its own account with respect to the sale of a security or other asset to, or purchase of a security or other asset from, the Fund. Principal transactions will be completed in compliance with the Fund's governing documents and applicable law. In analysing such principal transactions, the AIFM and the Investment Managers will have a conflict between acting in the best interests of the Fund and assisting itself or its affiliates by selling or purchasing a particular security. No assurances can be given that such investments, if any, will be profitable for the Fund. Any such transactions raise potential conflicts of interest, including where the assets of the BlackRock Entities are used to support positions taken by other BlackRock Entities. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value.

Agreements with Other Clients. The investment terms offered to other Client Accounts or to investors in other Client Accounts (including commingled investment vehicles or dedicated funds managed by the Investment Managers or an affiliate) with similar investment objectives as the Fund may be different than those offered to Investors and may create conflicts. In particular, with respect to investors in other Client Accounts that are managed as dedicated funds or with respect to other Client Accounts investing through separate accounts with similar investment objectives to the Fund, information sharing may be more

extensive, detailed and timely as compared to information available to Investors, and the other Client Accounts' liquidity may not be subject to the restrictions that otherwise apply to the Investors. These differences could result in, among other things, other Client Accounts selling or withdrawing from securities or other investments in which the Fund is invested in advance of the Fund or otherwise adversely affecting the Fund.

### 13.3 Decisions Made and Actions Taken by BlackRock may Raise Potential Conflicts of Interest

Management of the Fund. In connection with the management of the Fund, the Investment Managers and/or the AIFM will have the right to make certain determinations on behalf of the Fund, in its discretion. For example, an Investment Manager may determine from time to time, in its discretion, to make a distribution in kind to certain or all Shareholders, segregate assets, or set reserves for contingent liabilities, in each case subject to the terms of the Prospectus and the Articles. Any such determinations may affect Investors differently and some Investors may be adversely affected by such determinations by the relevant Investment Manager. Investors may be situated differently in a number of ways, including being resident of, or organised in, various jurisdictions, being subject to different tax rules or regulatory structures and/or having different internally- or externally-imposed investment policies, restrictions or guidelines. As a result, conflicts of interest may arise in connection with decisions made by an Investment Manager that may be more beneficial for certain Investors. In making determinations on behalf of the Fund, including in structuring and completing investments, the Investment Managers intend to consider the investment and tax objectives of the Fund and the Shareholders as a whole, not the investment, tax or other objectives of any Shareholder individually. In particular, BlackRock Entities may be invested in the Fund, and actions taken or decisions made by the Investment Managers could benefit such BlackRock Entities or could adversely affect other Investors. BlackRock Entities that are invested in the Fund will consider the investment and other objectives of such BlackRock Entities, not the interests of the Fund when making decisions related to such investment in the Fund, such as decisions to redeem or otherwise dispose of such investment. For the avoidance of doubt, any such decisions will be subject to the provisions of the Fund's governing documents.

Subject to applicable law and contractual duties to clients, BlackRock Entities, including the Investment Managers, may from time to time, and without notice to the Fund or Shareholders, in-source or outsource to third-parties, including parties which are affiliated with BlackRock, certain processes or functions in connection with a variety of services that they provide to the Fund in their administrative or other capacities. Such in-sourcing or outsourcing may give rise to potential conflicts of interest.

Limited Access to Information; Information Advantage of Certain BlackRock Clients. As a result of receiving client reports, service on a Client Account's advisory board, affiliation with the Investment Managers or otherwise, one or more BlackRock clients may have access to different information regarding the BlackRock Entities' transactions, strategies or views, and may act on such information in accounts not controlled by the BlackRock Entities, which may have a material adverse effect on the performance of the Fund. Additionally, it is expected that Investors who designate representatives to participate on the investor advisory council may, by virtue of such participation, have more information about the Fund and investments in certain circumstances than other Investors generally and may be disseminated information in advance of communication to other Investors generally. The Fund and its Investments may also be adversely affected by market movements or by decreases in the pool of available securities or liquidity arising from purchases and sales by, as well as increases of capital in, and withdrawals of capital from, other Client Accounts and other accounts of BlackRock clients not controlled by BlackRock. These effects can be more pronounced in respect of investments with limited capacity and in thinly traded securities and less liquid markets.

Furthermore, Investors' rights to information regarding the AIFM, the Investment Managers or the Fund generally will be specified, and in many cases strictly limited, by the Fund documents. In particular, it is anticipated that the Investment Managers and their affiliates will obtain certain types of material information from or relating to the Fund's investments that will not be disclosed to Investors because such disclosure is prohibited, including as a result of contractual, legal or similar obligations outside of BlackRock's control. Decisions by the Investment Managers or their affiliates to withhold information may

have adverse consequences for Investors in a variety of circumstances. For example, an Investor that seeks to transfer its interest in the Fund may have difficulty in determining an appropriate price for such interest. Decisions to withhold information may also make it difficult for an Investor to monitor the Investment Managers and their performance.

Investment Managers' and AIFM's Decisions May Benefit BlackRock Entities and BlackRock Accounts. BlackRock Entities may derive ancillary benefits from certain decisions made by the Investment Managers and/or the AIFM. While the Investment Managers and the AIFM will make decisions for the Fund in accordance with its obligations to manage the Fund appropriately, the fees, allocations, compensation and other benefits to the BlackRock Entities (including benefits relating to business relationships of the BlackRock Entities) arising from those decisions may be greater as a result of certain portfolio, investment, service provider or other decisions made by the Investment Managers for the Fund than they would have been had other decisions been made which also might have been appropriate for the Fund. For example, the Investment Managers may make the decision to have a BlackRock Entity, a person with which a BlackRock Entity or its affiliates derive a financial or other benefit or an Investor (or an investor in another Client Account) provide administrative or other services to the Fund instead of hiring an unaffiliated administrator or service provider. As a result, in each case, the services recommended will not necessarily be the best or lowest cost option. In addition, BlackRock Entities may invest in Client Accounts and therefore may indirectly derive ancillary benefits from certain decisions made by the Investment Managers and the AIFM. The Investment Managers and/or the AIFM may also make decisions and exercise discretion with respect to the Fund that could benefit BlackRock Entities that have invested in the Fund. See "*Conflicts between the Fund and Other Client Accounts – Allocation of Investment Opportunities*."

Temporary Investments in Cash Management Products. Subject to the Fund's governing documents and applicable laws, the Fund may invest, on a temporary basis, in short-term, high-grade assets or other cash management products, including SEC-registered investment funds (open-end or closed-end) or unregistered funds, including any such funds that are sponsored, managed or serviced by advisory BlackRock Entities. In connection with any of these investments, subject to the Fund's governing documents, the Fund may bear all fees pertaining to the investment, including advisory, administrative or 12b-1 fees, and no portion of any fees otherwise payable by the Fund will be offset against fees payable in accordance with any of these investments (i.e., there could be "double fees" involved in making any of these investments which would not arise in connection with an investor's direct investment in such money market or liquidity funds, because a BlackRock Entity could receive fees with respect to both the management of the Fund, on one hand, and such cash management products, on the other). In these circumstances, as well as in other circumstances in which any BlackRock Entities receive any fees or other compensation in any form relating to the provision of services, subject to the Fund's governing documents, no accounting, repayment to the Fund or offset of Management Fee will be required.

Management Responsibilities. The employees and directors of the Investment Managers or their affiliates are not under any obligation to devote all of their professional time to the affairs of the Fund, but will devote such time and attention to the affairs of the Fund or a specific Sub-Fund as BlackRock and the relevant Investment Manager determine in their discretion is necessary to carry out the operations of the Fund effectively. Employees and directors of the Investment Managers engage in other activities unrelated to the affairs of the Fund or a specific Sub-Fund, including managing or advising other Client Accounts, which presents potential conflicts in allocating management time, services and functions among the Fund and other Client Accounts. These potential conflicts may be exacerbated in situations where employees may be entitled to greater incentive compensation or other remuneration from certain Client Accounts than from other Client Accounts (including the Fund). See "*Conflicts between the Fund and Other Client Accounts – Allocation of Investment Opportunities*."

An Investment Manager, by way of a delegation of discretion to other BlackRock Entities, may utilise the personnel or services of its affiliates in a variety of ways to make available to the Fund or a specific Sub-Fund BlackRock's global capabilities. Although each Investment Manager believes this practice generally is in the best interests of its clients, it is possible that conflicts with respect to allocation of investment opportunities, portfolio execution, client servicing or other matters may arise due to differences in regulatory requirements in various jurisdictions, time differences or other reasons. Each Investment

Manager will seek to ameliorate any conflicts that arise and may determine not to utilise the personnel or services of a particular affiliate in circumstances where it believes the potential conflict outweighs the potential benefits.

Issues Relating to the Valuation of Assets. While securities and other property held by the Fund generally will be valued by reference to an independent third-party source, in certain circumstances holdings may be fair valued by the Investment Managers or the AIFM (as applicable), as described in this Prospectus. Moreover, a significant portion of the assets in which the Fund may directly or indirectly invest may not have a readily ascertainable market value and, subject to applicable law, may be valued by the Investment Managers, the AIFM or another BlackRock Entity, in accordance with the Fund's valuation guidelines and/or the Investment Managers' or the AIFM's then current valuation policies. In the event a third party provides valuation services to the Fund, a BlackRock Entity generally would make recommendations and advise with respect to such valuation.

The Investment Managers or the AIFM (as applicable) will value such securities and other assets in accordance with the BlackRock's then current valuation policies; however, the manner in which Investment Managers or the AIFM (as applicable) exercises their discretion with respect to valuation decisions will impact the valuation of securities of the Fund. To the extent that fees are based on valuations, the exercise of discretion in valuation by the Investment Managers or the AIFM (as applicable) will give rise to conflicts of interest including in connection with determining the amount and timing of payments of incentive fees, performance fees, carried interest (where applicable) and the calculation of management fees. In addition, various divisions and units within BlackRock are required to value assets, including in connection with managing or advising other Client Accounts. These various divisions, units, and affiliated entities may, but are under no obligation to, share information regarding valuation techniques and models or other information relevant to the valuation of a specific asset or category of assets. Regardless of whether or not the Investment Managers or the AIFM (as applicable) have access to such information, to the extent the Investment Managers or the AIFM (as applicable) value the assets held by the Fund, the Investment Managers or the AIFM (as applicable) will value investments according to their respective valuation policies, and may value an identical asset differently than such other divisions, units or affiliated entities. In addition, such divisions, units, and affiliated entities may hold certain of the same assets that the Fund holds indirectly through investment with third-party managers, but may value such assets differently than the applicable third-party managers.

The Investment Managers and/or AIFM reserve the right to utilise third-party vendors to perform certain functions, including valuation services, and these vendors may have interests and incentives that differ from those of Investors.

Performance Allocation. BlackRock or its affiliates may receive an incentive fee, performance fee, carried interest or similar (a "Performance Allocation"), subject to and in accordance with the relevant Sub-Fund's Schedule. The existence of the Performance Allocation gives rise to certain conflicts of interest. For example, the existence of the Performance Allocation may create an incentive for the Investment Managers to make riskier or more speculative investments for the Fund than they would otherwise make in the absence of such Performance Allocation.

Moreover, the Investment Managers may determine the timing of dispositions or other realisations of investments. As a result, the Performance Allocation may create an incentive for the Investment Managers to cause the disposition or other realisation of investments determined to be performing more favourably than others at a point sooner (in comparison to underperforming investments) than would otherwise be the case in the absence of such Performance Allocation.

In addition, in order for any Performance Allocation to be taxed at rates applicable to long-term capital gain, the Fund generally will have to hold a relevant investment for more than three years before disposing of it. For Investors otherwise participating in the Fund (i.e., not in respect of the Performance Allocation), the relevant holding period is more than one year. The increase in the required holding period may create an incentive for the Fund to make different decisions regarding the timing and manner of the realisation of investments than would be made if long-term capital gain from the sale or disposition of capital assets did not require a three-year holding period (as it relates to receipt of Performance Allocation).

Management Fee. The Fund will pay the Investment Managers and/or the AIFM Management Fees, subject to and in accordance with the Schedules. Where the relevant Management Fee is calculated based upon each Shareholder's Net Asset Value, such Management Fee structure creates an incentive for the relevant Investment Manager to hold onto investments that have poor prospects for improvement in order to receive ongoing Management Fees or to call capital when it might not otherwise have done so.

Notwithstanding the foregoing, each of the AIFM believes that the percentage rates used to calculate the Management Fee and Performance Allocation are reasonable in light of the services to be rendered and customary practice in the private funds industry.

Investments by Directors, Officers and Employees of BlackRock Entities. The directors, officers and employees of BlackRock Entities are permitted to buy and sell public or private securities, commingled vehicles or other investments held by the Fund for their own accounts, or accounts of their family members and in which such BlackRock Entity personnel may have a pecuniary interest, including through accounts (or investments in funds) managed by BlackRock Entities, in accordance with BlackRock's personal trading policies. As a result of differing trading and investment strategies or constraints, positions taken by BlackRock Entity directors, officers, and employees may be the same as or different from, or made contemporaneously or at different times than, positions taken for the Fund.

Such persons and/or investment vehicles they manage also may invest in companies in the same industries as the Fund, and may compete with the Fund for investment opportunities, and their investments may compete with the investments of the Fund.

In addition, BlackRock personnel may serve on the boards of directors of companies in the same industries as the Fund expects to invest, which can give rise to conflicting obligations and interests.

As these situations may involve potential conflicts of interest, BlackRock has adopted policies and procedures relating to personal securities transactions, insider trading and other ethical considerations. These policies and procedures are intended to identify and reduce actual conflicts of interest with clients and to resolve such conflicts appropriately if they do occur.

Potential Restrictions on the Investment Managers' Activities on Behalf of the Fund. From time to time, the Investment Managers expect to be restricted from purchasing or selling securities or taking other actions on behalf of the Fund because of regulatory and legal requirements applicable to BlackRock Entities, other Client Accounts and/or the Investment Managers' internal policies designed to comply with or limit the applicability of, or which otherwise relate to, such requirements. An investment fund not advised by BlackRock Entities may not be subject to the same considerations. There may be periods when the Investment Managers (on behalf of the Fund) may not initiate or recommend certain types of transactions, may limit or delay purchases, may sell or redeem existing investments, forego transactions or other investment opportunities, restrict or limit the exercise of rights (including voting rights), or may otherwise restrict or limit their advice with respect to securities or instruments issued by or related to issuers for which BlackRock Entities are performing advisory or other services. Such policies may restrict the Fund's activities more than required by Applicable Regulations. For example, when BlackRock Entities are engaged to provide advisory or risk management services for an issuer, the Fund may be prohibited from or limited in purchasing or selling interests of that issuer, particularly in cases where BlackRock Entities have or may obtain material non-public information about the issuer. Similar prohibitions or limitations could also arise if: (i) BlackRock Entity personnel serve as directors or officers of issuers, the securities or other interests of which the Fund wishes to purchase or sell, (ii) the Investment Managers on behalf of the Fund participates in a transaction (including a controlled acquisition of a U.S. public company) that results in the requirement to restrict all purchases, sales and voting of equity securities of such target issuer, or (iii) regulations, including portfolio affiliation rules or stock exchange rules, prohibit participation in offerings by an issuer when other Client Accounts have prior holdings of such issuer's securities or desire to participate in such a public offering, or where other Client Accounts have or may have short positions in such issuer's securities. However, where permitted by applicable law, and where consistent with the BlackRock Entities' policies and procedures, the BlackRock Entities may, but are not obligated to, seek to avoid such prohibitions or limitations (such as through the implementation of appropriate information barriers), and in such cases, the Investment Managers on behalf of the Fund may purchase or sell securities

or instruments that are issued by such issuers. In addition, certain activities and actions may also be considered to result in reputational risk or disadvantage for the management of the Fund and/or for the Investment Managers and its affiliates, and the Investment Managers may decline or limit an investment opportunity or dispose of an existing investment as a result. See Section 13.3 "*Potential Conflicts of Interest—Decisions Made and Actions Taken by BlackRock may Raise Potential Conflicts of Interest—Material, Non-Public Information"* below.

In addition, in regulated industries and in certain markets, and in certain futures and derivative transactions, there are limits on the aggregate amount of investment by affiliated investors that may not be exceeded without a regulatory filing, the grant of a license or other regulatory or corporate consent. For example, the CFTC, the U.S. commodities exchanges and certain non-U.S. exchanges have established limits referred to as "speculative position limits" or "position limits" on the maximum long or short (or, for some commodities, the gross) positions which any person or group of persons may own, hold or control in certain futures or options on futures contracts, and such rules generally require aggregation of the positions owned, held or controlled by related entities. Any such limits may prevent the Fund from acquiring positions that might otherwise have been desirable or profitable. See Section 13.2 "*Potential Conflicts of Interest —Conflicts between the Fund and Other Client Accounts—Allocation of Investment Opportunities*" above. Under certain circumstances, the Investment Managers may restrict a purchase or sale of securities, derivative instruments or other assets on behalf of Client Accounts in anticipation of a future conflict that may arise if such purchase or sale would be made. Any such determination will take into consideration the interests of the relevant Client Accounts, the circumstances that would give rise to the future conflict and applicable laws. Such determination will be made on a case by case basis.

Other Services and Activities of the BlackRock Entities. Subject to the governing documents of the Fund, the BlackRock Entities (including the Investment Managers) may, from time to time, provide financial, consulting and other services to, and receive compensation from, an entity which is the issuer of a security or other investment held by the Fund, counterparties to transactions with the Fund or third parties that also provide investment management or other services to the Fund. In addition, the BlackRock Entities (including the Investment Managers) may purchase property (including securities) from, sell property (including securities) or lend funds to, or otherwise deal with any entity which is the issuer of a security held by the Fund, counterparties to transactions with the Fund or third parties that also provide investment management or other services to the Fund. The Fund will be entitled to certain fees payable in respect of the Fund's commitments to investments or potential investments as described in Section 10.4 *"Management fees and performance fees".* In addition, subject to the governing documents of the Fund, certain BlackRock Entities expect to receive certain transaction fees from issuers the securities of which the Fund invests in directly or indirectly in connection with structuring, negotiating or entering into such investment transactions, as well as ongoing advisory or monitoring fees. The Investment Managers or an affiliate is likely to in some cases, receive certain other fees in connection with an investment. Such fees will not, with certain exceptions as described in Section 10.4 *"Management fees and performance fees"*, reduce the Management Fee. Expense reimbursements to such persons by Fund investments similarly do not reduce the Management Fee. Conflicts are expected to arise in connection with the foregoing. It is also likely that the Fund will have multiple business relationships with and will invest in, engage in transactions with, make voting decisions with respect to, or obtain services from entities for which BlackRock Entities perform or seek to perform certain financial services. While the Board believes services rendered by its affiliates offer potential synergies and benefits to the Fund and/or its investments, there can be no assurance that no other service provider is more qualified to provide such services, could provide greater benefits to the Fund and/or its investments or could provide such services at a lesser cost.

The BlackRock Entities may derive ancillary benefits from providing investment advisory, distribution, transfer agency, administrative and other services to the Fund, and providing such services to the Fund may enhance the BlackRock Entities' relationships with various parties, facilitate additional business development, and enable the BlackRock Entities to obtain additional business and generate additional revenue.

Benchmarks. The AIFM will make determinations of market rates (i.e., rates that fall within a range that the AIFM has determined is reflective of rates in the applicable market and certain similar markets, though not

necessarily equal to or lower than the median rate of comparable firms) based on its consideration of a number of factors, which are generally expected to include the AIFM's experience (and the experience of other BlackRock Entities) with non-affiliated service providers as well as benchmarking data and other methodologies determined by the AIFM to be appropriate under the circumstances. In respect of benchmarking, relevant comparisons may not be available for a number of reasons, including, without limitation, as a result of a lack of a substantial market of providers or users of such services or the confidential or bespoke nature of such services (e.g., different assets may receive different services). In addition, benchmarking data is based on general market and broad industry overviews rather than determined on an asset by asset basis, and benchmarking may also be conducted only on a periodic basis (e.g., every few years) rather than on an ongoing or regular basis. As a result, benchmarking data does not take into account specific characteristics of individual assets then owned or to be acquired by the Fund, or the particular characteristics of services provided. For these reasons, such market comparisons may not result in precise market terms for comparable services. In certain circumstances the AIFM can be expected to determine that third party benchmarking is unnecessary, either because the price for a particular good or service is mandated by law or because in the AIFM's view no comparable service provider offering such good or service exists or because the AIFM has access to adequate market data (including as provided to it by other BlackRock Entities) to make the determination without reference to third party benchmarking.

Any benchmarking is not expected to be memorialised in formal reports but rather conducted on an informal basis. For the avoidance of doubt, transactions, fees and expenses described in the Prospectus will be deemed to be contemplated and approved for all purposes of the Fund documents, even if the specific pricing, quantum or other terms of such transactions, fees and expenses are not specifically described in the Prospectus. Accordingly, the terms of such transactions will not be subject to any requirement that they be effected on an arm's-length basis and on terms which are no less favourable to the Fund or an Investment than would be obtained in a transaction with an unaffiliated party, and as a result such transactions, fees and expenses may be higher than would be obtained in a transaction with an unaffiliated party, potentially materially so.

In connection with the foregoing, it should be noted that it may not be possible to benchmark certain services provided by a BlackRock Entity against similar services provided by other financial institutions or other service providers, because the services provided by such third parties are often bundled with other services which are not priced separately from one another. As a matter of commercial practice, these services are often intrinsically linked such that it is challenging to precisely allocate the pricing between these services. Accordingly, such services provided by a BlackRock Entity would be different than services commonly performed by persons unaffiliated with BlackRock. As a result, pricing information for the specific services provided by any BlackRock Entity may not be practicable to obtain, and accordingly the pricing of the services provided by a BlackRock Entity may not accurately reflect market rates. In connection with the involvement of a BlackRock Entity with the Fund or an Investment, it may be required to engage multiple parties alongside a BlackRock Entity to provide the same bundle or level of services that a single third party would be able to provide, leading to less efficient or less effective services being provided by a BlackRock Entity to the Fund or an Investment. In this case, the services provided by a third party on a standalone basis may be more expensive given they would be provided as part of a package of other services.

As a result of the foregoing, in certain cases the aggregate fees payable by the Fund or the applicable Investment may exceed those that would have been payable for a particular service in the absence of the participation of a BlackRock Entity.

Broker Dealer and Other Financial Services. Regulated broker-dealers or similar service providers that are wholly owned subsidiaries of BlackRock, including any Affiliates of such entities (collectively, "BlackRock Broker Dealers") or other BlackRock Affiliates could be entitled to receive certain fees and interest payments in connection with the activities of the Fund and the Co-Invest Funds, including, without limitation, offering, placement, financing, syndication, capital structure advisory, capital markets advisory, turnaround, workout, underwriting, solicitation, currency, hedging, structuring, arranging, loan agent, loan servicing, insurance, rating advisory or similar fees, including with respect to an initial public offering or private placement, the arranging or provision of credit facilities for the Fund, the Investments, other Client

Accounts and each of their respective investments, the distribution of debt or equity securities of an investment or otherwise arranging or providing financing for (or borrowings by) the Fund and the Investments alone or with other lenders, which could include other Client Accounts (any such services, "Broker Dealer and Other Financial Services").

With respect to any service provided by a BlackRock Broker Dealer or another BlackRock Affiliate to the Fund or an Investment, there can be no assurances that a third party would not have provided better or more cost effective services. In addition, any such fees and payments will be retained by such BlackRock Broker Dealer or other BlackRock Affiliate and will not benefit the Fund or the Investors. The fee potential inherent in a particular investment or transaction provides an incentive for the Investment Managers to seek to refer, allocate or recommend an investment or transaction (or a particular counterparty, including a lender or other financing party) to the Fund or a Co-Invest Fund. In addition, the Investment Managers have an incentive to structure an investment, transaction or arrangement in a manner that would create an opportunity for a fee to be received by a BlackRock Broker Dealer or another BlackRock Affiliate when an alternative structure or arrangement would have given rise to a more favourable transaction for the Fund.

Further to the above, in connection with providing relevant services, a BlackRock Broker Dealer or BlackRock Affiliate is expected to receive a portion of the arranging/structuring fee (the "Fee") that is otherwise payable to the entity leading a credit or equity transaction relating to the Fund or any of its related entities (including, without limitation, any of the Fund's holding companies or special purpose vehicles) or any of their respective activities. The Fee will be determined based on negotiations between BlackRock and such counterparty, which would be unaffiliated with BlackRock. BlackRock may from time to time receive additional fees that are otherwise payable to an arranging, structuring or similar party in connection with such transaction, whether payable in connection with BlackRock providing services with respect to the closing of such facility (e.g., arranger fees, unused fees, upfront fees, structuring fees, and placement fees) or on an ongoing basis (e.g., administrative fees). BlackRock will aim to benchmark such fees based on fees charged in comparable facilities, although the amount of such fees will vary based on then-current market conditions, the leverage of the sponsor and other considerations. Moreover, it should be noted that because BlackRock will be negotiating the fees payable to the entity leading the relevant credit or equity transaction (including the amount and percentage of such fees in which BlackRock will share) at the same time that BlackRock is selecting such entity, BlackRock will be incentivised to select such entity and negotiate the structure and terms (including fee terms) of such facility in a manner that may not fully align with the interests of the Fund or the Investors. Accordingly, there can be no assurances that BlackRock would not have selected a different entity or structured the facility and its terms differently in the absence of such conflict, or that the amount or percentage of fees payable to BlackRock would not have been higher or lower had a different entity been selected.

BlackRock professionals involved in the provision of Broker Dealer and Other Financial Services by a BlackRock Broker Dealer or other BlackRock Affiliate may also spend a portion of their time providing advisory services to the Fund, the Investments and/or other Client Accounts and/or any of their respective investments. In addition, the members of the Investment Committees may spend a portion of their time participating in the provision of services provided by a BlackRock Broker Dealer or BlackRock Affiliate for which such BlackRock Broker Dealer or BlackRock Affiliate (as applicable) receives fees, and, for the avoidance of doubt, such participation will not give rise to any entitlement to the Fund to share in the benefit of any such fees. See "*Management Responsibilities*" above. Fees for Broker Dealer and Other Financial Services (or other benefits) may also be received by a BlackRock Broker Dealer or BlackRock Affiliate in respect of the Fund or another Client Account's acquisition or disposition of indebtedness of the Investments, and any such fees will be retained by the applicable BlackRock Broker Dealer or other BlackRock Affiliate and will not benefit the Fund or the Investors. In addition to the fee potential inherent in services provided by a BlackRock Broker Dealer or BlackRock Affiliate to an Investment, the participation of the Fund or other Client Account will incentivise the applicable BlackRock Broker Dealer or BlackRock Affiliate to provide more favourable terms to acquirers or disposers of the debt (as applicable) to the disadvantage of the Fund. A Client Account may also be entitled to participate in the indebtedness of an Investment or an investment made by the Fund or an Investment, including at a discount, and a BlackRock Broker Dealer or BlackRock Affiliate may be entitled to fees, in each case solely as a result of the Fund's indirect interest in such investment. In such a case, the Fund will not be entitled to participate in the benefit

of such fees or discounted purchase price notwithstanding that no further services may be performed by a BlackRock Broker Dealer or BlackRock Affiliate in respect thereof. See "*Benchmarks*" below.

In connection with investors in an Investment selling all or a portion of their investment by way of a public offering, a BlackRock Broker Dealer or BlackRock Affiliate could act as the managing underwriter or a member of the underwriting syndicate. So long as any such transaction is structured in a manner such that the BlackRock Broker Dealer or BlackRock Affiliate does not purchase investments from the Fund, no consent of the Shareholders.

Where a BlackRock Broker Dealer or any BlackRock Affiliate serves as underwriter with respect to an Investment and/or its securities, the Fund and/or Investment (as applicable) will generally be subject to a "lock-up" period following the offering under applicable regulations or agreements during which time its ability to sell any securities that it continues to hold is restricted. This could prejudice the Fund's and/or Investment's (as applicable) ability to dispose of such securities at an opportune time.

When a BlackRock Broker Dealer or other BlackRock Affiliate serves as an underwriter for a sale of securities in which the Fund participates, the interests of the Fund and such BlackRock Broker Dealer or BlackRock Affiliate will conflict, including with respect to the fees paid to the underwriter in such transaction and the terms of any "lock-up."

A BlackRock Broker Dealer or another BlackRock Affiliate may from time to time hold positions in instruments or securities and/or loans issued by Investments, including, for example, where a BlackRock Broker Dealer or another BlackRock Affiliate commits to fund the shortfall amount, if any, resulting from the incomplete syndication of debt, including loans, or equity. Under such circumstances, a BlackRock Broker Dealer or another BlackRock Affiliate may commit to provide capital support for the syndication on a short-term basis (i.e., to provide certainty there will be sufficient capital to complete the proposed transaction) or fund a different instrument or security in an Investment than that held by the Fund to facilitate the syndication. In either scenario, a BlackRock Broker Dealer or the applicable BlackRock Affiliate typically will sell its holdings prior to the Fund disposing of its interest in the Investment and such sale may adversely affect the value of the Fund's interest in the Investment.

Although not currently expected, a BlackRock Broker Dealer or another BlackRock Affiliate may in the future develop new businesses and services in addition to those described above. Such services may relate to transactions that could give rise to investment opportunities that are suitable for the Fund. In such case, a BlackRock Broker Dealer's or BlackRock Affiliate's client would typically require such BlackRock Broker Dealer to act exclusively on its behalf, thereby precluding the Fund from participating in such investment opportunities. A BlackRock Broker Dealer or BlackRock Affiliate would not be obligated to decline any such engagements in order to make an investment opportunity available to the Fund.

Potential Restrictions and Issues Relating to Information Held by BlackRock. The AIFM and the Investment Managers may not have access to information and personnel of all BlackRock Entities, including as a result of informational barriers constructed between different investment teams and groups within BlackRock focusing on alternative investments and otherwise. Therefore, the Investment Managers may not be able to manage the Fund with the benefit of information held by one or more other investment teams and groups within the BlackRock Entities. However, although it is under no obligation to do so, if it is permitted to do so, the Investment Managers may consult with personnel on other investment teams and in other groups within BlackRock, or with persons unaffiliated with BlackRock, or may form investment policy committees composed of such personnel, and in certain circumstances, personnel of affiliates of the Investment Managers may have input into, or make determinations regarding, portfolio management transactions for the Fund, and may receive information regarding the Investment Managers' proposed investment activities for the Fund that generally is not available to the public. There will be no obligation on the part of such persons to make available for use by the Fund any information or strategies known to them or developed in connection with their own client, proprietary or other activities. In addition, BlackRock will be under no obligation to make available any research or analysis prior to its public dissemination.

The Investment Managers make decisions for the Fund or a specific Sub-Fund based on the Fund's and such Sub-Fund's investment program. The Investment Managers from time to time may have access to certain

fundamental analysis, research and proprietary technical models developed by BlackRock Entities and their personnel. There will be no obligation on the part of the BlackRock Entities to make available for use by the Fund, or to effect transactions on behalf of the Fund on the basis of, any such information, strategies, analyses or models known to them or developed in connection with their own proprietary or other activities. In certain cases, such personnel will be prohibited from disclosing or using such information for their own benefit or for the benefit of any other person, including the Fund and other Client Accounts. In other cases, fundamental analyses, research and proprietary models developed internally may be used by various BlackRock Entities and their personnel on behalf of different Client Accounts, which could result in purchase or sale transactions in the same security at different times (and could potentially result in certain transactions being made by one portfolio manager on behalf of certain Client Accounts before similar transactions are made by a different portfolio manager on behalf of other Client Accounts), or could also result in different purchase and sale transactions being made with respect to the same security. The Investment Managers may also effect transactions for the Fund that differ from fundamental analysis, research or proprietary models issued by the BlackRock Entities or by the AIFM or the Investment Managers themselves in various contexts. The foregoing transactions may negatively impact the Fund and its direct and indirect investments through market movements or by decreasing the pool of available securities or liquidity, which effects can be more pronounced in thinly traded securities and less liquid markets.

The BlackRock Entities and different investment teams and groups within the Investment Managers have no obligation to seek information or to make available to or share with the Fund any third-party manager with which the Fund invests any information, research, investment strategies, opportunities or ideas known to BlackRock Entity personnel or developed or used in connection with other clients or activities. The BlackRock Entities and different investment teams and groups within the Investment Managers may compete with the Fund or any third-party manager with which the Fund invests for appropriate investment opportunities on behalf of their other Client Accounts. The results of the investment activities of the Fund may differ materially from the results achieved by BlackRock Entities for other Client Accounts. BlackRock Entities may give advice and take action with respect to other Client Accounts that may compete or conflict with the advice the Investment Managers may give to the Fund, including with respect to their view of the operations or activities of an investment, the return of an investment, the timing or nature of action relating to an investment or the method of exiting an investment.

BlackRock Entities may restrict transactions for themselves, but not for the Fund, or vice versa. BlackRock Entities and certain of their personnel, including the Investment Manager's personnel or other BlackRock Entity personnel advising or otherwise providing services to the Fund, may be in possession of information not available to all BlackRock Entity personnel, and such personnel may act on the basis of such information in ways that have adverse effects on the Fund. The Fund could sustain losses during periods in which BlackRock Entities and other Client Accounts achieve significant profits.

Data. BlackRock receives or obtains various kinds of data and information from the Fund, other Client Accounts and their portfolio companies, including data and information relating to business operations, trends, budgets, customers and other metrics, some of which is sometimes referred to as "big data." BlackRock may be better able to identify commercial trends or financial opportunities, and otherwise enhance and improve operations of Investments of the Fund and other Client Accounts, as a result of its access to (and rights regarding) this data and information from the Fund, other Client Accounts and their portfolio companies. BlackRock also intends to utilise such data for the purposes of identifying new investment opportunities for the Fund and other Client Accounts. Although BlackRock believes that these activities improve BlackRock's investment management activities on behalf of the Fund and other Client Accounts, information obtained from the Fund and its Investments also provides material benefits to BlackRock and other Client Accounts without compensation or other benefit accruing to the Fund or the Investors. For example, information from an Investment owned by the Fund may enable BlackRock to better understand a particular industry and execute trading and investment strategies in reliance on that understanding for BlackRock and other Client Accounts that do not own an interest in the Investment, without compensation or benefit to the Fund or its Investments. Investments may incur incremental expenses in collecting and organising information requested or required to be furnished to BlackRock. Any such expenses will be borne indirectly by the Fund.

Furthermore, except for (a) contractual obligations to third parties to maintain confidentiality of certain information, (b) policies, practices and procedures designed to ensure confidentiality of trade secrets and (c) compliance with applicable data privacy laws, laws prohibiting insider trading, anti-competition laws and laws protecting national security interests, BlackRock is generally free to use data and information from the Fund's activities in its sole discretion for the benefit of Fund and other Client Accounts, including to trade for the benefit of BlackRock or another Client Account. For example, BlackRock's ability to trade in securities of an issuer relating to a specific industry may, subject to applicable law, be enhanced by information of an Investment in the same or related industry. Such trading may provide a material benefit to BlackRock or another Client Account without compensation or other benefit to the Fund or Investors. Additionally, BlackRock may be able to monetise such data in a more direct fashion, including by selling such data or derivatives thereof to third parties or contributing such data to one or more entities in which BlackRock has an ownership interest that would provide services based in whole or in part on such data.

The sharing and use of "big data" and other information presents potential conflicts of interest and the Investors acknowledge and agree that any benefits received by BlackRock or its personnel will not be subject to the Management Fee offset provisions or otherwise shared with the Fund or Investors. As a result, BlackRock has an incentive to pursue Investments that have data and information that can be utilised in a manner that benefits BlackRock and other Client Accounts, and may include covenants in acquisition agreements that require Investments to periodically provide specified data to BlackRock.

Material, Non-Public Information. The Investment Managers and their personnel may not trade for the Fund or other Client Accounts or for their own benefit or recommend trading in financial instruments of a company while they are in possession of material, non-public or price sensitive information ("Inside Information") concerning such company, or disclose such Inside Information to any person not entitled to receive it. The BlackRock Entities (including the Investment Managers) may have access to Inside Information. The Investment Managers have instituted an internal information barrier policy designed to prevent securities laws violations based on access to Inside Information. Accordingly, there may be certain cases where the Investment Managers may be restricted from effecting purchases and/or sales of interests in securities or other financial instruments, or entering into certain transactions or exercising certain rights under such transactions on behalf of the Fund and/or the other Client Accounts. There can be no assurance that the Investment Managers will not receive Inside Information and that such restrictions will not occur. At times, the Investment Managers, in an effort to avoid restriction for the Fund or the other Client Accounts, may elect not to receive Inside Information, which may be relevant to the Fund's portfolio, that other market participants are eligible to receive or have received and could affect decisions that would have otherwise been made.

Any partner, officer or employee of the BlackRock Entities may serve as an officer, director, advisor or in comparable management functions for these of other Client Accounts, and any such person may obtain Inside Information in connection therewith, or in connection with such partner's, officer's or employee's other activities in the financial markets. In an effort to manage possible risks arising from the internal sharing of material non-public information, BlackRock maintains a list of restricted securities with respect to which it has access to material non-public information and in which Client Accounts are restricted from trading. If partners, officers or employees of BlackRock obtain such material non-public information about a portfolio company which is an investment of a Client Account, the Fund may be prohibited by law, policy or contract, for a period of time, from (i) unwinding a position in such company, (ii) establishing an initial position or taking any greater position in such company and/or (iii) pursuing other investment opportunities, which could impact the returns to the Fund. In addition, in certain circumstances, particularly during the liquidation of a Client Account, the Fund may be prohibited from trading a position that it holds, directly or indirectly, in the Client Account because BlackRock determines that one or more partners, officers or employees of BlackRock holds material non-public information with respect to one or more remaining positions held by the Client Account.

Transactions with Certain Shareholders. The Fund is permitted to enter into transactions with certain Shareholders, which may raise significant potential conflicts of interest. For example, the Investment Managers may be presented with opportunities to receive financing and/or other services in connection with operating the Fund and/or the Fund's investments from certain Shareholders or their affiliates that

are engaged in lending or related business. As noted above, this discretion subjects the Investment Managers to conflicts of interest, and there is a possibility that the Investment Managers would favour the retention or continuation of services even if a better price and/or quality of service could be obtained from another person.

Placement Agent Activities. In connection with the provision of placement agent or distribution services for the Fund by one of BlackRock's affiliates, if applicable, neither the Fund nor the Investors will be charged, or otherwise bear, any placement fees (excluding, for the avoidance of doubt, fees paid to persons for services required under applicable non-U.S. law or regulation in connection with the marketing or sale of Shares in the Fund, which the Fund and the Investors, in turn, will bear) in connection with subscriptions for Shares, although the AIFM/Investment Managers/the Principal Distributor may compensate such affiliates from its own assets. The AIFM/Investment Managers/the Principal Distributor may also compensate other placement agents and distributors (including affiliates and third parties) who provide referral or placement services. Such placement agents and distributors, including affiliates and their respective personnel, may receive greater compensation or greater profit in connection with placing Shares than with placing interests in another Client Account. Any differential in compensation may create a financial incentive on the part of such affiliate and its personnel to recommend the Fund over other Client Accounts or to effect transactions differently in the Fund as compared to other Client Accounts.

### 13.4 Other Conflicts

The Fund's Use of Investment Consultants and BlackRock's Relationship with Investment Consultants. Investors may work with pension or other institutional investment consultants (collectively, "Investment Consultants"). Investment Consultants provide a wide array of services to pension plans and other institutions, including assisting in the selection and monitoring of investment advisers such as the Investment Managers. From time to time, Investment Consultants who recommend the Investment Managers to, and provide oversight of the Investment Managers for Investors, may also provide services to or purchase services from the BlackRock Entities. For example, the BlackRock Entities purchase certain index and performance-related databases and human resources-related information from Investment Consultants and their affiliates. The BlackRock Entities also utilise brokerage execution services of Investment Consultants or their affiliates, and BlackRock Entities personnel may attend conferences sponsored by Investment Consultants. Conversely, from time to time, the BlackRock Entities may be hired by Investment Consultants and their affiliates to provide investment management and/or risk management services, creating possible conflicts of interest.

Other Relationships with BlackRock Entities, Clients and Market Participants. The BlackRock Entities have developed, and will in the future develop, relationships with (or may invest in) a significant number of clients and other market participants (e.g., financial institutions, service providers, managers of investment funds, banks, brokers, advisors, joint venturers, consultants, finders (including executive finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former investment executives, as well as certain family members or close contacts of these persons), including those that may hold or may have held investments similar to the investments intended to be made by the Fund, that may themselves represent appropriate investment opportunities for the Fund, or that may compete with the Fund for investment opportunities. Furthermore, the Investment Managers generally exercise their discretion to recommend to the Fund or to an investment thereof that it contract for services with such clients and market participants, and/or with other BlackRock Entities. It is difficult to predict the circumstances under which these relationships could become material conflicts for the Fund, but it is possible that as a result of such relationships (or agreements with other Client Accounts) the Investment Managers may refrain from making all or a portion of any investment or a disposition on behalf of the Fund, which may materially adversely affect the performance of the Fund. See Section 13.2 "*Potential Conflicts of Interest—Conflicts between the Fund and Other Client Accounts — Activities of Other Client Accounts*," above. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, the BlackRock Entities and/or Client Accounts and/or their affiliates. BlackRock expects to be subject to a potential conflict of interest with the Fund in recommending the retention or continuation of a third-party service provider to such Fund or an Investment if such recommendation, for example, is

motivated by a belief that the service provider or its affiliate(s) will continue to invest in the Fund or one or more Client Accounts, will provide the BlackRock Entities information about markets and industries in which the BlackRock Entities operate (or are contemplating operations) or will provide other services that are beneficial to the BlackRock Entities, the Fund or one or more Client Accounts. The Investment Managers expect to be subject to a potential conflict of interest in making such recommendations, in that Investment Managers have an incentive to maintain goodwill between it and clients and other market participants, while the products or services recommended may not necessarily be the best available or most cost effective to the Fund or its investments.

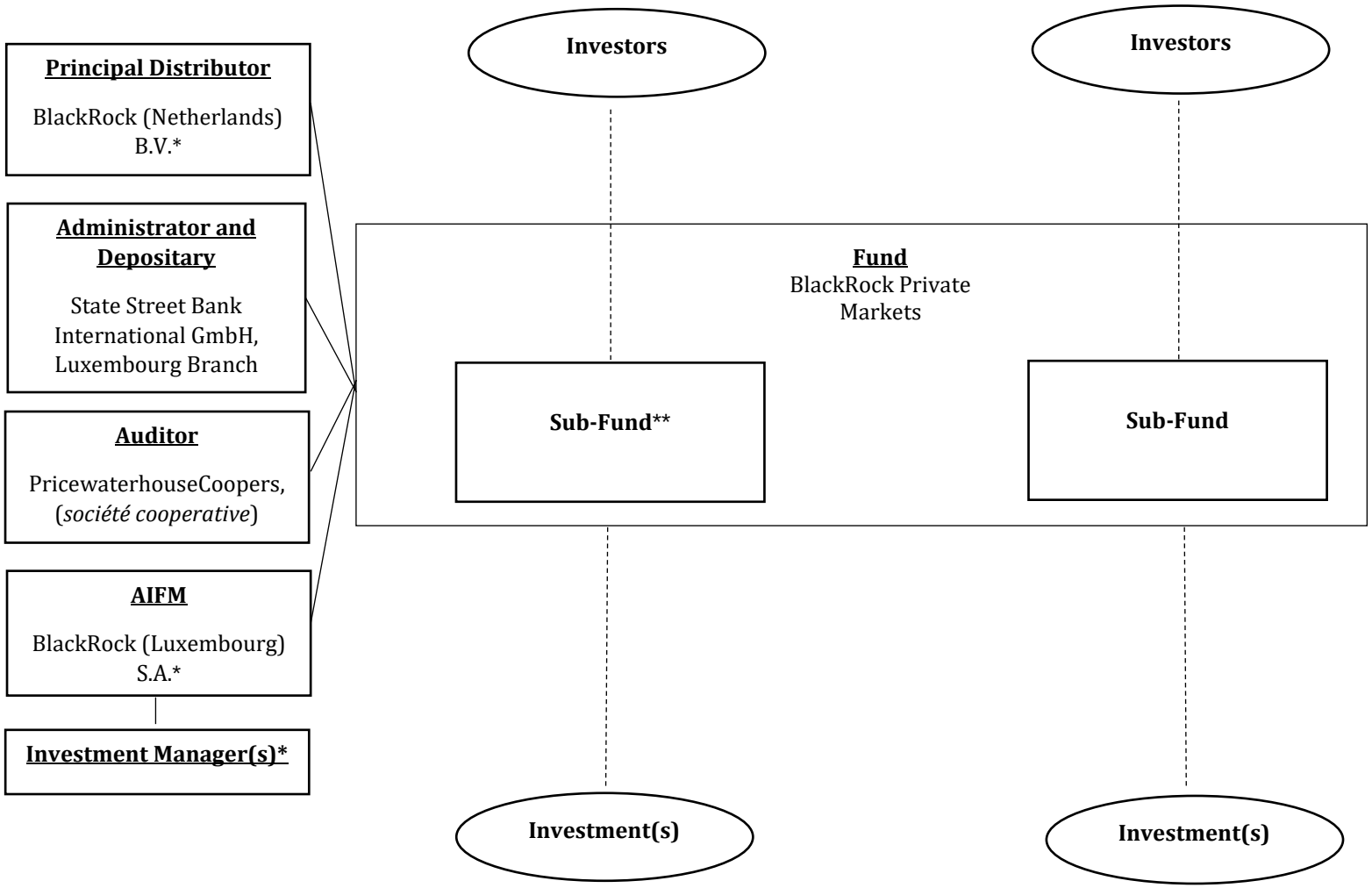
Legal Representation. The Fund, as well as the Investment Managers and/or other BlackRock Entities, have engaged several counsels to represent them in connection with the organisation of the Fund and the offer and sale of Shares, and not for any Investor or the Investors as a group. In connection with such representation, including the preparation of this Prospectus, counsel has relied upon certain information furnished to them by the Investment Managers and the BlackRock Entities, and has not investigated or verified the accuracy or completeness of such information. In connection with the offering and subsequent advice, such counsels' engagement is limited to the specific matters as to which they are consulted and, therefore, there may exist facts or circumstances that could have a bearing on the Fund's or BlackRock's financial condition or operations with respect to which counsel has not been consulted and for which they expressly disclaim any responsibility. Counsel has not represented and will not be representing Investors. No independent counsel has been retained (or is expected to be retained) to represent Investors. No attorney-client relationship exists between any counsel and any Investor solely by such Investor making an investment in the Fund. As a result, Investors are urged to retain their own counsel.

Resolution of Conflicts. Any conflicts of interest that arise between the Fund or particular Investors, on the one hand, and other Client Accounts or BlackRock Entities or affiliates thereof, on the other hand, will be discussed and resolved on a case-by-case basis by business, legal and compliance officers of the Investment Managers and its affiliates, as applicable. Any such discussions will take into consideration the interests of the relevant parties and the circumstances giving rise to the conflicts. Investors should be aware that conflicts will not necessarily be resolved in favour of the interests of the Fund or any affected Investor. There can be no assurance that any actual or potential conflicts of interest will not result in the Fund receiving less favourable investment or other terms with respect to investments, transactions or services than if such conflicts of interest did not exist.

Potential Impact on the Fund. It is difficult to predict the circumstances under which one or more of the foregoing conflicts could become material, but it is possible that such relationships could require the Fund to refrain from making all or a portion of any investment or a disposition in order for BlackRock to comply with its fiduciary duties, the U.S. Advisers Act or other applicable laws. The Investment Managers may, under certain circumstances, seek to have conflicts or transactions involving conflicts approved in accordance with the governing agreements of the Fund. Copies of Part 2A of the Investment Manager's Form ADV, which includes additional detail regarding conflicts of interest that are relevant to BlackRock's investment management business, are available at www.sec.gov and will be provided to Investors upon request.

***The foregoing list of potential and actual conflicts of interest does not purport to be a complete enumeration of the conflicts attendant to an investment in the Fund. Additional conflicts may exist that are not presently known to the Fund, the Board, the Investment Managers, the AIFM, BlackRock or their respective Affiliates or are deemed immaterial. Investors should read this entire Prospectus and the Articles and consult with their independent advisors before deciding whether to invest in the Fund. In addition, as the investment strategies of the Fund develop and change over time, an investment in the Fund may be subject to additional and different actual and potential conflicts of interest.***

## 14. FUND STRUCTURE CHART




**THIS STRUCTURE CHART FOR THE FUND IS ILLUSTRATIVE ONLY. IT IS SUBJECT TO THE DESCRIPTION OF THE STRUCTURE OF THE FUND, ITS MANAGEMENT AND ITS SERVICE PROVIDERS SET OUT IN THIS GENERAL SECTION AND, WITH RESPECT TO EACH SUB-FUND, TO THE DESCRIPTION OF THE SUB-FUND AND ITS STRUCTURE SET OUT IN ITS SCHEDULE. IN PARTICULAR, IT SHOULD BE NOTED THAT THE NUMBER OF SUB-FUNDS THAT THE FUND MAY ESTABLISH IS NOT LIMITED AND THAT THE HOLDING STRUCTURES SHOWN ARE AN EXAMPLE ONLY OF HOW EACH SUB-FUND MAY HOLD SOME OR ALL OF ITS INVESTMENTS AND THE EXACT HOLDING STRUCTURES USED WILL VARY BETWEEN SUB-FUNDS AND BETWEEN INVESTMENTS DEPENDING ON LEGAL, TAX AND OTHER CONSIDERATIONS.**

---------- Denotes ownership of shares or other equity or investment interests.

_____ Denotes contractual appointment.

* Denotes a BlackRock Affiliate.

** As of the date hereof, the Fund consists of two Sub-Funds. Further Sub-Funds may be added in the future.

**SCHEDULE**

BLACKROCK PRIVATE MARKETS – BLACKROCK MULTI ALTERNATIVES GROWTH FUND

(THE "SUB-FUND")

MARCH 2026

THE SUB-FUND QUALIFIES AS A EUROPEAN LONG-TERM INVESTMENT FUND ("ELTIF") WITHIN THE MEANING OF REGULATION (EU) 2015/760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL DATED 29 APRIL 2015, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME (THE "ELTIF REGULATION") AND IS AUTHORISED BY AND SUBJECT TO THE PRUDENTIAL SUPERVISION OF THE LUXEMBOURG SUPERVISORY AUTHORITY OF THE FINANCIAL SECTOR *(COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER*, THE "CSSF"). CONSEQUENTLY, THIS SCHEDULE AND THE GENERAL SECTION OF THE PROSPECTUS HAVE BEEN SUBMITTED TO THE CSSF. THE FUND IS AN UMBRELLA FUND AND MAY CONSIST OF SEVERAL SUB-FUNDS.

U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT, "U.S. PERSONS") WILL NOT BE PERMITTED TO OWN THE SHARES AND TRANSFERS OF SHARES TO U.S. PERSONS ARE PROHIBITED. IF A SHAREHOLDER BECOMES A U.S. PERSON, THAT SHAREHOLDER WILL BE REQUIRED TO REDEEM ITS SHARES. THE TERM "U.S. PERSONS" ALSO INCLUDES, FOR THE PURPOSES OF THIS SCHEDULE, ANY PERSON WHO IS NOT A NON-UNITED STATES PERSON (AS DEFINED IN U.S. COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") REGULATION 4.7(A)(1)(IV) UNDER THE COMMODITY EXCHANGE ACT).

BLACKROCK FINANCIAL MANAGEMENT, INC., THE INVESTMENT MANAGER OF THE SUB-FUND, IS CURRENTLY A MEMBER OF THE NATIONAL FUTURES ASSOCIATION AND IS REGISTERED WITH THE CFTC AS A COMMODITY POOL OPERATOR (AS DEFINED BY THE CFTC, A "CPO") AND A COMMODITY TRADING ADVISOR, AS DEFINED BY THE CFTC. THE CFTC REGULATIONS MAY, WHERE APPLICABLE, PROVIDE CERTAIN PROTECTIONS TO INVESTORS BY IMPOSING CERTAIN DISCLOSURE, REPORTING AND RECORD-KEEPING OBLIGATIONS ON CPOS. HOWEVER, THE INVESTMENT MANAGER OR AN AFFILIATE, WITH RESPECT TO THE SUB-FUND, MAY CLAIM AN EXEMPTION FROM REGISTRATION AS A CPO PURSUANT TO CFTC RULE 4.13(A)(3) AND, ACCORDINGLY, IS NOT EXPECTED TO BE SUBJECT TO CERTAIN DISCLOSURE, REPORTING AND RECORDKEEPING REQUIREMENTS WITH RESPECT TO THE FUND (WHICH ARE INTENDED TO PROVIDE CERTAIN REGULATORY SAFEGUARDS TO INVESTORS) THAT WOULD OTHERWISE BE APPLICABLE ABSENT SUCH AN EXEMPTION. FOR EXAMPLE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER OR SUCH AFFILIATE ARE NOT EXPECTED TO BE REQUIRED TO DELIVER TO INVESTORS CERTIFIED ANNUAL REPORTS AND A DISCLOSURE DOCUMENT IN ACCORDANCE WITH THE APPLICABLE CFTC REGULATIONS. SUCH MATERIALS WOULD CONTAIN CERTAIN DISCLOSURES REQUIRED THEREBY THAT MAY NOT BE INCLUDED HEREIN OR IN THE REPORTS TO BE PROVIDED TO THE INVESTORS BY THE FUND. INVESTORS SHOULD NOTE THAT AN EXEMPTION UNDER CFTC RULE 4.13(A)(3) IS AVAILABLE TO OPERATORS OF POOLS (I) WHOSE PARTICIPANTS ARE LIMITED TO "ACCREDITED INVESTORS" AND "QUALIFIED ELIGIBLE PERSONS" AND (II) WHO ENGAGE IN A LIMITED AMOUNT OF COMMODITY INTEREST TRANSACTIONS, AMONG OTHER THINGS. AS A RESULT OF THE LIMITATION ON COMMODITY INTEREST TRANSACTIONS, THE SUB-FUND'S PERFORMANCE MAY BE ADVERSELY AFFECTED. IN ORDER FOR THE INVESTMENT MANAGER TO QUALIFY UNDER THIS EXEMPTION, THE SUB-FUND MUST BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, THE SHARES MUST BE ADVERTISED AND MARKETED TO THE PUBLIC IN THE U.S. SOLELY, IF AT ALL, IN COMPLIANCE WITH RULE 506(C) OR RULE 144A OF THE SECURITIES ACT AND THE SUB-FUND CANNOT BE MARKETED AS OR IN A VEHICLE FOR TRADING IN THE COMMODITY FUTURES OR COMMODITY OPTIONS MARKETS. IN THIS REGARD, EACH PURCHASER OF SHARES MAY BE REQUIRED TO REPRESENT THAT IT IS A "QUALIFIED ELIGIBLE PERSON". GENERALLY, A "QUALIFIED PURCHASER" IS A "QUALIFIED ELIGIBLE PERSON".

## 1. GENERAL

*How to read this Schedule*

This schedule (the "Schedule") forms part of the prospectus (the "Prospectus") of BlackRock Private Markets (the "Fund"). This Schedule and the general section of the Prospectus (the "General Section", namely the Prospectus other than its schedules), constitute an offering document provided to Investors to describe the key features of, and the key terms of an investment in, BlackRock Multi Alternatives Growth Fund (a sub-fund of the Fund) (the "Sub-Fund").

The General Section describes key features and terms that are applicable to the Fund as a whole. This Schedule outlines the investment objective and strategy, features and terms and conditions specific to the Sub-Fund.

This Schedule should be read together with the terms of the Fund's articles of association (the "Articles") and the terms of the General Section.

Accordingly, to understand in full the terms of an investment in the Sub-Fund and before making any investment decision, Investors should carefully review not only this Schedule but also the General Section and the Articles.

Terms not otherwise defined throughout this Schedule shall have the meaning ascribed to them in the General Section and Section 5 of this Schedule "*Definitions*".

**Investors should take note of the following:**

- An investment in the Sub-Fund offers limited liquidity and should be regarded as long-term in nature. The Sub-Fund has a ninety-nine (99) year life, which may be extended further by up to three (3) years.

- The Sub-Fund is intended to be marketed to certain Retail Investors, as well as to Professional Investors. Further information in respect of the eligibility of Investors to make an investment in the Sub-Fund is set out in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund - Eligible Investors*".

- Unless Exceptional Circumstances apply and subject to any additional lock-up period, such as the Share Class F1L Lock-up Period, Shareholders (other than BLK Seed Investors holding Class Y Shares and Shareholders holding Share Class F1L) will have no right to redeem their Shares before the expiry of the second anniversary of the First Subscription Date.

- No preferential treatment shall be granted to Investors in the same Share class (each, a "Share Class") of the Sub-Fund, to the extent that such Share Class is marketed to Retail Investors, though different terms may attach to different Share Classes in accordance with Section 8.3 of the General Section "*Share Classes*" and, as noted in Section 8.1 of the General Section "*Shares*", the Net Asset Value per Share may differ between Investors in different Share Classes of the Sub-Funds per Section 6 of this Schedule "*Share Classes*".

- During the life of the Sub-Fund, distributions shall be made in accordance with Section 8.4 of the General Section "*Dividend Distribution Policy*" and Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Distributions*".

- Investors are advised that only a small proportion of their overall investment portfolio should be invested in an ELTIF such as the Sub-Fund.

- BlackRock's hedging policy for the Sub-Fund is described in Sections 5.2 and 5.3 of the General Section "*Investment Objectives and Strategies*". Financial derivative

instruments may only be used for the purposes of hedging risks inherent to the other investments of the Sub-Fund, as such concept is construed under the ELTIF Regulation, which may increase the risk profile of the Sub-Fund. Further information regarding the hedging policy for the Sub-Fund and the risks associated therewith is set out in Section 6.2 of the General Section "*Investment Considerations and Risk Factors - Management"* and in Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*".

- There are risks involved in investment in private equity, private credit, real assets (including private real estate and infrastructure) and the other investments contemplated by the Sub-Fund's investment strategy as set out in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". Such risks are set out in Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*". These risks are not purported to be exhaustive, and potential Investors should review the General Section and this Schedule in their entirety and consult with their professional advisers, before investing in the Sub-Fund.

Investors will be provided with, or will be provided with access to, an Annual Report and a half-yearly report, which will include information specific to the Sub-Fund. A paper copy of the Annual Report will be delivered to Investors upon request, free of charge.

The AIFM, in its capacity as 'manager of the ELTIF' and 'EU AIFM', as such terms are defined in the ELTIF Regulation, is responsible for the information in this Schedule which is prescribed by the 2013 Law and the ELTIF Regulation. With the exception of such information, the AIFM assumes no responsibility for the other information contained in this Schedule which shall be the responsibility of the Board.

The persons responsible (as set out above) hereby declare that having taken all reasonable care to ensure this is the case, the information contained in this Schedule (in the case of the Board) and the information in this Schedule prescribed by the 2013 Law and the ELTIF Regulation (in the case of the AIFM) is, to the best of their knowledge, in accordance with the facts and contains no omissions likely to affect its import.

No cross-liability may occur between Shares in this Sub-Fund and any shares or classes of shares in other sub-funds of the Fund or any other investment in any other collective investment scheme.

## 2. SUB-FUND FEES AND EXPENSES

**2.1** It is expected that Investors will bear, directly or indirectly, the costs set out in the table below. Unless otherwise stated, these expected costs are expressed as a percentage of the estimated size of the Sub-Fund[1] and assessed on an "all taxes included" basis. The table should be read in conjunction with the more detailed description of the relevant costs described in paragraphs 2.2 and 2.3.

As described in Section 6 of this Schedule "*Share Classes*", the Sub-Fund has established unhedged alternative Share Classes to the EUR Share Classes depicted in the table below in USD, GBP, CHF, AUD, JPY and SEK. Whilst not expressly listed in the below table, the costs associated with the alternative currency unhedged Share Classes are consistent with the equivalent EUR Share Classes depicted below, provided that certain type of expenses relating to a specific Share Class within a Sub-Fund may be pooled together and allocated by the Board to the relevant Share Class of such Sub-Fund. For example, in addition to the A1 EUR

[1] "size of the Sub-Fund" means the estimated Net Asset Value of the Sub-Fund. "size of the Share Class" shall be construed accordingly. The estimated size of the Sub-Fund for these purposes assumes the Net Asset Value of the Sub-Fund will be €1 billion. For the avoidance of doubt, the expenses set out in the table below are estimates and are based on the estimated size of the Sub-Fund, size of the Share Class and similar, and therefore the expenses actually borne by Shareholders in the Sub-Fund may be considerably higher than those set out in the table. Please see Section 8 ("*Sub-Fund Specific Risk Factors - Uncertainty of Estimates*") for further information.

Share Class, the Sub-Fund has also established A1 USD, A1 GBP, A1 CHF, A1 AUD, A1 JPY and A1 SEK (all unhedged) with the same terms as A1 EUR.

| | Class D | Class A1 | Class F1L | Class B1 | Class I1 | Class I2 | Class I3 | Class I4 | Class A2 | Class B2 | Class ZD | Class ZA1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Currency** | **EUR** | | | | | | | | | | | |
| **Minimum Subscription** | 10,000 | 10,000 | 25,000 | 10,000 | 1,000,000 | 25,000,000 | 100,000,000 | 1,000,000 | 500,000 | 500,000 | 10,000 | 10,000 |
| **One-off costs** | | | | | | | | | | | | |
| Estimated costs of setting up the Fund and the Sub-Fund (a) | 0.15% | | | | | | | | | | | |
| Distribution costs[2] (b), including Subscription Fees (as a percentage of each investor's subscription for Shares) | up to 5.00% | up to 5.00% | up to 5.00% | up to 5.00% | N/A | N/A | N/A | N/A | up to 5.00% | up to 5.00% | up to 5.00% | up to 5.00% |
| **Ongoing costs** | | | | | | | | | | | | |
| Estimated costs related to the acquisition and management of assets (a) | 0.10% | | | | | | | | | | | |
| Management related fees (as a percentage of the size of the Share Class, over a one-year period) (b) | 1.25% | 1.75% | 2.10% | 2.25% | 1.25% | 1.15% | 1.05% | 2.00% | 1.60% | 2.05% | 1.00% | 1.50% |
| Estimated other costs including operational expenses (as a percentage of the estimated size of the Share Class, over a one-year period) (c) | 0.30% | | | | | | | | | | | |
| **Incidental costs** | | | | | | | | | | | | |
| Performance Fee (b) | 15.00% | | | | | | | | | | | |
| **Aggregate Charges** | | | | | | | | | | | | |
| Overall cost ratio (d) (estimated average annual costs as a percentage of the estimated size of the Share Class over a one-year period) | 3.70% | 4.10% | 4.40% | 4.55% | 3.70% | 3.60% | 3.50% | 4.30% | 4.00% | 4.35% | 3.50% | 3.90% |

[2] As further described in paragraph 2.2(b), these one-off distribution costs do not include any Other Distributor Fees which Distributors may charge to investors directly. Investors should contact their Distributors for details of any Other Distributor Fees that may be charged.

| | Class ZB1 | Class ZA2 | Class ZB2 | Class ZEIT | Class ZEITU | Class ZI1 | Class EIT | Class EIT2 | Class X | Class Y |
|---|---|---|---|---|---|---|---|---|---|---|
| **Currency** | **EUR** | | | | | | | | | |
| **Minimum Subscription** | 10,000 | 500,000 | 500,000 | 10,000 | 10,000 | 1,000,000 | 10,000 | 150,000 | N/A | N/A |
| **One-off costs** | | | | | | | | | | |
| Estimated costs of setting up the Fund and the Sub-Fund (a) | 0.15% | | | | | | | | | |
| Distribution costs[3] (b), including Subscription Fees (as a percentage of each investor's subscription for Shares) | up to 5.00% | up to 5.00% | up to 5.00% | up to 3.00% | up to 3.00% | N/A | up to 3.00% | up to 3.00% | N/A | N/A |
| **Ongoing costs** | | | | | | | | | | |
| Estimated costs related to the acquisition and management of assets (a) | 0.10% | | | | | | | | | |
| Management related fees (as a percentage of the size of the Share Class, over a one-year period) (b) | 2.00% | 1.35% | 1.80% | 2.50% | 2.50% | 1.00% | 2.50% | 1.95% | N/A | N/A |
| Estimated other costs including operational expenses (as a percentage of the estimated size of the Share Class, over a one-year period) (c) | 0.30% | | | | | | | | | |
| **Incidental costs** | | | | | | | | | | |
| Performance Fee (b) | 15.00% | | | | | | | | N/A | N/A |
| **Aggregate Charges** | | | | | | | | | | |
| Overall cost ratio (d) (estimated average annual costs as a percentage of the estimated size of the Share Class over a one-year period) | 4.30% | 3.75% | 4.15% | 4.75% | 4.75% | 3.45% | 4.75% | 4.25% | 0.45% | 0.45% |

[3] As further described in paragraph 2.2(b), these one-off distribution costs do not include any Other Distributor Fees which Distributors may charge to investors directly. Investors should contact their Distributors for details of any Other Distributor Fees that may be charged.

## 2.2 One-off costs

### (a) Costs of setting up the Sub-Fund

The establishment and organisational expenses incurred in connection with the setting up of the Sub-Fund, including the Sub-Fund's portion of the Fund's establishment and organisational expenses (as set out in Section 10.3 of the General Section "*Formation Costs and Expenses*"), will be borne by the Sub-Fund, and Investors will bear their allocable share of such expenses. These one-off expenses are expressed, in the table above, as a percentage of the estimated size of the Sub-Fund and may be amortised over the first sixty (60) months of the Sub-Fund's operations, commencing on the six-month anniversary of the First Subscription Date or such other period as the AIFM may determine. Although "one-off" costs that will not continue to arise throughout the life of the Sub-Fund, given such costs may be amortised over the first sixty (60) months of the Sub-Fund's operations, such costs may be disclosed in the Sub-Fund's reporting and elsewhere as ongoing costs of the Sub-Fund.

### (b) Distribution costs

Investors may be required to pay Subscription Fees to their Distributors (each as defined below). Such fees will be payable by Investors directly to their Distributors separate from and in addition to their subscription for Shares. The maximum Subscription Fee rate applicable to an Investor's subscription for Shares of a particular Share Class is expressed, in the table above, as a one-off percentage of the amount of the subscription.

Distributors may also charge Investors Other Distributor Fees (as defined below) in respect of certain advisory, account and/or other ancillary services they may provide. Such fees will be payable by Investors directly to their Distributors separate from and in addition to their subscription for Shares. There is no maximum cap applicable to Other Distributor Fees, which (if any) are to be agreed between Investors and their relevant Distributor. Other Distributor Fees are not expressed in the table above.

Please refer to Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*" and Section 6 of this Schedule "*Share Classes*" for more information about Subscription Fees.

## 2.3 Ongoing costs

### (a) Costs related to acquisition and management of assets

The Sub-Fund (including any subsidiaries or other vehicles, through which it makes investments) will be responsible for, and Investors will bear their allocable share of, all expenses incurred by the Sub-Fund in connection with the Sub-Fund's business, affairs and operations, including identifying, structuring, managing, evaluating, trading, conducting due diligence on, investing in, acquiring, holding, disposing of (including the transfer or sale of), any Investment or prospective investment (whether or not consummated), including "broken-deal expenses", legal, accounting, advisory fees, fees of finders or sourcing partners, and travel and accommodation expenses.

These costs are expressed, in the table above, as a one-off percentage of the estimated size of the Sub-Fund. Initial costs related to acquisition of the Private Market Investments may be amortised over the first sixty (60) months of the Sub-Fund's operations, commencing on the six-month anniversary of the First Subscription Date or such other period as the AIFM may determine.

For further information, see Section 10.6(1) of the General Section "*Fund Expenses*".

(b) **Management and performance related fees**

The management fees comprise all payments from the Sub-Fund to the AIFM, including any person to whom this function has been delegated, except the fees that are related to the acquisition of assets. Shareholders may also bear a performance fee payable by the Sub-Fund to the Investment Manager.

The management-related fees and performance fees borne by Investors in the Sub-Fund vary between Share Classes. Please refer to Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee"* and *"Performance Fee*" and Section 6 of this Schedule "*Share Classes*" for further information.

(c) **Other costs, including operational expenses**

These costs comprise all the expected payments to the Administrator, the Depositary, the Auditors, including any person to whom they have delegated any function, and all other administrative, regulatory, depositary, custodial, professional services and audit costs in relation to the Sub-Fund that will be borne by the Sub-Fund.

The Administrator will be entitled to receive, out of the assets of the Sub-Fund, an annual fee which shall accrue monthly at a rate which shall not exceed an amount equal to 0.1% of the estimated size of the Sub-Fund, subject to a minimum fee agreed between the Investment Manager and the Administrator in respect of the Sub-Fund.

The Depositary will be entitled to receive, out of the assets of the Sub-Fund, an annual fee which shall accrue monthly at a rate which shall not exceed an amount equal to 0.03% of the estimated size of the Sub-Fund, subject to a minimum fee agreed between the Investment Manager and the Depositary in respect of the Sub-Fund.

The costs set out in this sub-paragraph 2.3(c) also comprise all payments to any person providing outsourced services to any of the above, and all the expected payments to legal and professional advisers, audit fees, registration fees and regulatory fees.

The costs set out in this sub-paragraph 2.3(c) also include other fees, costs and expenses to be borne by the Sub-Fund (as described in Section 10 of the General Section ("*Fees and Expenses"*)) that are not otherwise included in 2.3(a) to (b) (inclusive) above. These will include (for the avoidance of doubt and without limitation) fees, costs and expenses relating to the negotiation and documentation of distribution agreements and ongoing fees, costs and expenses payable by the Sub-Fund in respect of the Sub-Fund's underlying investments (such as management fees).

The costs set out in this sub-paragraph 2.3(c) are expressed, in the table above, as an annual percentage of the estimated size of each Share Class.

(d) **Overall ratio**

The overall cost ratio of the Sub-Fund is expressed in the table above, for each Share Class, as an estimate of the annual aggregate costs of the Sub-Fund to be borne by each Share Class (being the aggregate of the total costs described in 2.2 and 2.3(a) to (c) above) as a percentage of the estimated size of the Share Class over a one-year period.

Investors should note that this ratio does not include any Other Distributor Fees that may be payable by an Investor separate from and in addition to its subscription to the Sub-Fund (see 2.2(b) above and Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*" for further details of these fees).

## 3. COMPLAINTS AND LOCAL FACILITIES

**3.1** Complaints by an Investor in connection with its investment in the Sub-Fund should be addressed to such Investor's Distributor or financial adviser, with a copy to the Administrator.

If an Investor does not have a Distributor or financial adviser, the complaint should be addressed in writing to BlackRock using the following contact details:

BlackRock (Luxembourg) S.A.
35a, Avenue J.F. Kennedy
L-1855 Luxembourg
Email: GroupLuxembourgCompliance@blackrock.com

Investors may also, in certain circumstances, have a right to complain to the legal department *"Consumer protection/financial crime"* of the CSSF:

- by filling in the online complaint form available on the CSSF website where all relevant documents can be attached; or
- by sending the completed complaint form which can be downloaded from the CSSF website:
    - either by **mail** (simple mailing, no registered letter required) to the following address:

      Commission de Surveillance du Secteur Financier
      Département Juridique CC
      283, route d'Arlon
      L-2991 Luxembourg
    - or by **email** to the following address: reclamation@cssf.lu

**3.2** The facilities which are required to be made available to Retail Investors in accordance with Article 43a of the AIFMD will be provided, to the extent applicable, by Retail Investors' Distributors or financial advisers (as the case may be). Such facilities will be made available in the official language or one of the official languages of the EU Member State where the Sub-Fund is marketed to Retail investors or in a language approved by the competent authorities of that EU Member State. In certain jurisdictions in which the Sub-Fund may be marketed, local regulations may specify the facilities, including local agents, that are required.

## 4. SUMMARY OF PRINCIPAL TERMS AND CONDITIONS OF THE SUB-FUND

*This Section sets out a description of the Sub-Fund, its management and certain significant terms and conditions governing the Sub-Fund. This Section does not purport to be complete and is to be read in conjunction with the Articles, the other sections of this Schedule, the General Section and the Subscription Form. These documents should be read in their entirety by Investors and are available upon request from the Investment Manager, representatives of which are also available to respond to Investors' inquiries and requests for further information concerning the Sub-Fund.*

| | |
|---|---|
| **The Sub-Fund** | BlackRock Multi Alternatives Growth Fund (the "Sub-Fund"), a sub-fund of BlackRock Private Markets, a public limited company (*société anonyme*) in the form of a company of variable capital *(société d'investissement à capital variable)* subject to part II of the Luxembourg law of 17 December 2010 relating to undertakings for collective investments, as amended or supplemented from time to time (the "Fund"). The Sub-Fund is launched on 21 October 2024.<br><br>The Sub-Fund qualifies as an ELTIF within the meaning of the ELTIF Regulation. |
| **Management of the Sub-Fund** | The Board has appointed BlackRock (Luxembourg) S.A., an Affiliate of BlackRock, as the alternative investment fund manager of the Fund (including any successor thereto, the "AIFM"). The AIFM also serves as the manager of the Sub-Fund for the purposes of the ELTIF Regulation. The AIFM is authorised and regulated by the CSSF.<br><br>The AIFM has delegated certain day-to-day portfolio management duties in relation to the Sub-Fund to BlackRock Financial Management, Inc. (the "Investment Manager") pursuant to the Investment Management Agreement.<br><br>The Investment Manager is a Delaware corporation and is an indirect wholly owned subsidiary of BlackRock. The Investment Manager is registered with the U.S. Securities and Exchange Commission.<br><br>Pursuant to the Investment Management Agreement, the Investment Manager has full discretion, subject to the direction and control of the AIFM, to invest the assets of the Sub-Fund in pursuit of the investment objective and in accordance with the investment strategy of the Sub-Fund and subject to the investment limitations described in the Prospectus.<br><br>The Investment Manager may sub-delegate all or part of its functions subject to the consent of the AIFM and, to the extent required, the CSSF. The Investment Manager may appoint one or more advisors to carry out certain advisory functions in connection with the Sub-Fund. Any such sub-delegates and advisors shall be at all times subject to the overall direction and control of the Investment Manager.<br><br>The services of the Investment Manager may be terminated by the AIFM in accordance with the terms of the Investment Management Agreement. |
| **Investment Committee** | In reviewing new investment opportunities, the Investment Manager follows an internal governance model. Allocations |

to all asset classes and investment strategies by the Sub-Fund are subject to approval by the Investment Committee.

The Investment Committee is comprised of senior BlackRock investment professionals across a wide variety of alternative investment disciplines and is responsible for (1) approving the strategic asset allocation of the portfolio and (2) overseeing the portfolio implementation. The Investment Committee generally expects to delegate approval authority over Investments to portfolio managers responsible for each of the specific strategies to which the Investment Manager has determined to make an allocation and their respective investment committees across the BlackRock platform in accordance with BlackRock's policies and procedures. BlackRock's "Alternative Portfolio Solutions" investment team will be responsible for the day-to-day management of the platform's portfolio, including working with specialist investment teams to select investments and size them in the context of the portfolio.

Investments made as a part of allocations to assets or investment strategies managed by affiliated specialist teams are subject to the governance processes in place for those respective investment teams. For Investments that are sourced directly for the Sub-Fund, the investment shall not proceed unless it has been approved by the Investment Committee.

**Investment Objective**

The Sub-Fund aims to provide a return on a Shareholder's investment (generated through an increase in the value of the Investments held in the Sub-Fund and/or income received from those Investments), over the long term, by investing in a diversified, global portfolio that comprises direct and indirect illiquid long-term Private Market Investments and Liquid Investments (each as defined below).

Although the Sub-Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Sub-Fund's capital is at risk, meaning that the Sub-Fund could suffer a decrease in value and a Shareholder's full subscription amount may be lost as a result.

**Investment Strategy**

The Sub-Fund will primarily invest, directly and indirectly, in a diversified portfolio of long-term investments which are not publicly traded, such as private equity, private credit, private real estate and private infrastructure ("Private Market Investments"). The Sub-Fund will also invest in a portfolio of Liquid Investments (as defined below) for the purposes of financing Redemption Requests, meeting costs and expenses and general liquidity management.

Private Market Investments may be made in a variety of ways, including by investing: (i) in equity and equity-like interests in subsidiary holding companies, partnerships and other co-investment vehicles; (ii) in corporate finance instruments in the form of shareholder loans or other shareholder financing; (iii) in fixed income securities, loans, fixed income related investments and collateralised loan

obligations equity-like interests; and/or (iv) through or alongside one or more Target Funds.

The Sub-Fund's liquid investments may include investments in liquid investment funds (including, without limitation, funds investing in fixed income securities and funds investing in liquid alternatives) (the "Liquid Funds") cash and cash-equivalents, liquid securities, collateralised loan obligations, over-the-counter transactions, equities, equity-related investments, fixed income securities, fixed income-related investments, deposits, and money market instruments (the "Liquid Securities" and, together with the Liquid Funds, the "Liquid Investments" and, together with the Private Market Investments, "Investments").

There is no limit on the geographic region or economic sector in which the Sub-Fund's Investments can be located.

The Sub-Fund is expected to make certain of its Investments alongside other Client Accounts. Investments of the Sub-Fund may be held indirectly via BlackRock-managed intermediary vehicles.

The Sub-Fund may, on an ancillary basis, use derivatives for hedging foreign exchange, equity and interest rate risks. These may include, without limitation, futures, forwards, options, and swaps, as well as any suitable new techniques and instruments which may be developed. Investments may be denominated in Euros, U.S. Dollars or various other currencies.

**Investment Guidelines and Restrictions**

1. *Target Allocations between Private Market Investments and Liquid Investments*

Although no binding range or limits apply, the Sub-Fund will target investment of approximately 80% of its Net Asset Value in Private Market Investments and 20% of its Net Asset Value in Liquid Investments.

The Private Market Investment and Liquid Investment portfolios will be reviewed regularly and may, in the Investment Manager's sole discretion, be subject to adjustments to align with the above target allocations, including, without limitation, because of changes in the valuation of the Sub-Fund's investments, the realisation of investments, subscription activity, regulatory compliance reasons and the financing of Redemption Requests. The above target allocations themselves will also be subject to periodic review and may be updated accordingly. Notwithstanding the above target allocations, a substantial proportion of the Sub-Fund's portfolio may be held in Liquid Investments on a temporary basis, at times when no suitable Private Market Investments have been identified and/or to manage the Sub-Fund's liquidity.

2. *Private Market Investment Guidelines*

Following the end of the Portfolio Ramp-Up Period, it is intended that, once the Sub-Fund has made any Private Market Investment:

- no more than approximately 60% of the Net Asset Value of the Sub-Fund's Private Market's

Investments (the "Private Market Investments NAV") will be invested in Private Market Investments for the purpose of providing exposure to private equity;

- no more than approximately 40% of the Private Market Investments NAV will be invested in Private Market Investments for the purpose of providing exposure to private credit; and
- no more than approximately 40% of the Private Market Investments NAV will be invested in Private Market Investments for the purpose of providing exposure to real estate and infrastructure.

The foregoing investment guidelines are non-binding targets only, and there can be no assurance that such targets will be achieved or maintained. The reference to such targets does not imply that the Sub-Fund will achieve or maintain ranges similar to the specified targets, and neither the AIFM nor the Investment Manager will be liable for any failure of the Sub-Fund to achieve or maintain such targets. The Sub-Fund's investments may be below or in excess of such targets at any point. The Private Market Investments portfolio will be regularly reviewed and may, in the Investment Manager's sole discretion, be subject to adjustments to align with the above targets, including, without limitation, because of changes in the valuation of the Sub-Fund's investments, the realisation of investments, subscription activity, regulatory compliance reasons and the financing of Redemption Requests. The above targets will themselves also be subject to periodic review and may be updated accordingly.

The determination of which category each Investment is ascribed to will be made by the Investment Manager in its absolute discretion at the time an Investment is made. The Investment Manager may also reassign such categorisation in its absolute discretion and at any time.

3. *Investment restrictions prescribed by the ELTIF Regulation*

The AIFM and/or the Investment Manager shall procure that:

a) the Sub-Fund shall only invest in (i) Eligible Investment Assets and (ii) UCITS Eligible Assets;

b) the Sub-Fund shall not undertake any of the following activities:

   (i) short selling of assets;

   (ii) taking direct or indirect exposure to commodities, including via financial derivative instruments, certificates representing them, indices based on them or any other means or instrument that would give an exposure to them;

   (iii) entering into securities lending, securities borrowing, repurchase transactions, or any other agreement which has an equivalent economic effect and poses similar risks, if

thereby more than 10% of the assets of the Sub-Fund are affected by such transactions;

(iv) using financial derivative instruments, except where the use of such instruments solely serves the purpose of hedging the risks inherent to other investments of the Sub-Fund;

c) at least 55% of the Sub-Fund's capital[4] shall be invested in Eligible Investment Assets;

d) no more than 20% of the Sub-Fund's capital shall be invested in instruments issued by, or loans granted to, any single Qualifying Portfolio Undertaking;

e) no more than 20% of the Sub-Fund's capital shall be invested in any single Real Asset;

f) no more than 20% of the Sub-Fund's capital shall be invested in units or shares of any single ELTIF, EuVECAs, EuSEFs, undertaking for collective investment in transferable securities (UCITS) or EU AIF managed by an EU alternative investment fund manager;

g) no more than 10% of the Sub-Fund's capital shall be invested in UCITS Eligible Assets referred to in Article 9(1)(b) of the ELTIF Regulation, other than UCITS, where those assets have been issued by any single issuer (and the concentration limits set out in Article 56(2) of the UCITS Directive shall also apply to investments in such assets by the Sub-Fund);

h) the aggregate value of ELTIF-Eligible STS Securitisations held by the Sub-Fund shall not exceed 20% of the value of its capital; and

i) the aggregate risk exposure to any single counterparty of the Sub-Fund in relation to over-the-counter (OTC) derivative transactions, repurchase agreements or reverse repurchase agreements, shall not exceed 10% of the value of the capital of the ELTIF.

The investment limits in (c), (d), (e), (f), (g), (h) and (i) above shall, in each case in accordance with the ELTIF Regulation: (i) apply as from the end of the Portfolio Ramp-Up Period until the commencement of the winding-up of the Sub-Fund; and (ii) be temporarily suspended, for a period not exceeding twelve (12) months, where the Sub-Fund raises additional capital or reduces its existing capital.

The 10% limit in (g) above may be increased to 25% where bonds are issued by a credit institution that has its registered office in a Member State and that is subject by law to special public supervision designed to protect bond-holders (in particular, sums deriving from the issue of those bonds shall be invested in accordance with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in the event of failure of the issuer, would be used on a priority

[4] For the purposes of this paragraph 3 (*Investment restrictions prescribed by the ELTIF Regulation*), 'capital' means the subscriptions of Investors for Shares in the Sub-Fund, calculated on the basis of amounts investible after deduction of all fees, charges and expenses that are directly or indirectly borne by investors.

basis for the reimbursement of the principal and payment of the accrued interest).

Companies which are included in the same group for the purposes of consolidated accounts, as regulated by Directive 2013/34/EU on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, as amended, or in accordance with recognised international accounting rules, shall be regarded as a single Qualifying Portfolio Undertaking or a single body for the purpose of calculating the limits referred to in this paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*).

In the event that the Sub-Fund infringes on any of the investment restrictions set out above in this paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*) and that infringement is beyond the control of the AIFM or the Investment Manager, they shall, within an appropriate period of time, take such measures as are necessary to rectify the position, taking due account of the best interests of the Shareholders.

The AIFM and undertakings that belong to the same group as the AIFM, and their staff, may co-invest in the Sub-Fund and co-invest with the Sub-Fund in the same asset, provided that the AIFM has put in place organisational and administrative arrangements designed to identify, prevent, manage and monitor conflicts of interest and provided that such conflicts of interest are adequately disclosed.

4. *ESG Investment Guidelines*

The Sub-Fund will be classified as Article 8 under SFDR.

Certain of the Sub-Fund's Investments are expected to align with one or more aims of the UN Sustainable Development Goals.

The Sub-Fund will not invest in any Investments where, at the time the investment is made by the Sub-Fund in such Investment, the Investment Manager is aware, to its actual knowledge (having undertaken customary due diligence), that such Investment is in an entity:

(a) that derives any revenue from the manufacture or distribution of weapons in violation of one or more of: (i) The Convention on the Use of Certain Conventional Weapons, (ii) The Chemical Weapons Convention, (iii) The Biological Weapons Convention, (iv) The Convention on Cluster Munitions (the Oslo Convention), (v) The Anti-Personnel Landmines Convention (the Ottawa Convention) and (vi) The Nuclear Non-Proliferation Treaty;

(b) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from the extraction and sale of coal (including, for the avoidance of doubt, ignite, bituminous, anthracite and steam coal), as well as production and power generation from thermal coal;

(c) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from (i) tar sands extraction, or (ii) peat-fired power generation;

(d) that is involved in the manufacturing of controversial weapons, cluster bombs, landmines, depleted uranium weapons, chemical and biological weapons, blinding laser weapons, incendiary weapons and/or non-detectable fragment weapons;

(e) that derives more than 10% of its most recently completed fiscal years' annual sales revenue from the production, distribution or sale of weapons or ammunition (including, for the avoidance of doubt, "civilian" weapons or ammunition) or from the production, distribution or sale of military hardware;

(f) that is a manufacturer or a provider of components or auxiliary services related to nuclear warheads and missiles, or an assembler of delivery platforms for nuclear weapons; (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

(g) that is principally involved in the manufacturing of conventional weapons and weapons components for military use; (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

(h) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from production, distribution, retail and supply of tobacco-related products, tobacco leaf growing, harvesting, curing, leaf processing, end-product manufacturing;

(i) that derives any sales revenue from the production of pornography; or

(j) that, to the Investment Manager's actual knowledge obtained in the ordinary course of Investment Manager's due diligence process (in reliance on responses provided by any investment or sponsor of an investment through any due diligence questionnaire)

relating to an investment in a Target Fund or follow-on investment to such Target Fund conducted prior to the Sub-Fund acquiring such Target Fund or follow-on investment to such Target Fund, has violated the UN Global Compact's 10 Principles for Business.

Regarding the above investment guidelines, (i) with respect to primary and secondaries investments in Target Funds, eligibility for an investment is determined through the completion of a proprietary primary and secondary ESG scorecard with a look-through materiality threshold of 15% of Net Asset Value for the baseline screen test; (ii) with respect to Liquid Funds, eligibility for an investment is determined based on each relevant Liquid Fund being classified as Article 8 under SFDR by the relevant fund manager and/or adviser; and (iii) with respect to Liquid Securities, eligibility for an investment is determined with respect to the screening criteria (a) to (j) above being applied solely at level of the underlying security (and not at the level of the parent/issuer). For the avoidance of doubt, Liquid Investments may still retain an indirect exposure to assets that may violate the screening criteria (a) to (j) above, including through the use of derivatives.

In addition, when considering potential investments, the Investment Manager may apply additional and/or more stringent ESG screening criteria such as those required by Bundesverband Investment und Asset Management. The Investment Manager does not anticipate that such additional and/or more stringent ESG screening criteria will constitute a material change to the Investment Strategy of the Sub-Fund. To the extent this were to be the case, the Investment Manager will follow the procedure set out in "*Amendments*" below.

5. *Additional Regulatory Investment Guideline*

In accordance with Circular IML 91/75 (as amended), the Sub-Fund may not at any one time hold more than 20% of its Net Asset Value in any single Investment, as measured at the time of investment. This guideline will be assessed on a look-through basis and no remedial action will be required if such guideline is exceeded for any reason other than the acquisition of a new Investment (including the exercise of rights attached to an Investment). This diversification requirement will not apply during the Portfolio Ramp-up Period or the liquidation/realisation period of the Sub-Fund. It will also not apply in respect of any investment vehicles which provide access to a pool of assets.

To the extent that there is any conflict between paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*), on the one hand, and any of paragraphs 1 (*Target Allocations between Private Market Investments and Liquid Investments*), 2 (*Private Market Investment Guidelines*), 4 (*ESG Investment Guidelines*) and/or 5 (*Additional Regulatory Investment Guideline*), on the other hand, the investment restrictions set out in paragraph 3

(*Investment Restrictions prescribed by the ELTIF Regulation*) shall prevail.

**Currency of the Sub-Fund**

The Sub-Fund will be denominated in Euro.[5]

**BlackRock Subscriptions, Seed Portfolio and Warehousing**

BlackRock, certain BlackRock Affiliates and/or any of their respective directors, officers, employees or other personnel (the "BLK Investors") may subscribe for Shares in the Sub-Fund from time to time. It is expected that such BlackRock Investors will subscribe for and hold Class X Shares. Class X Shares are also available to (i) Investors who have entered into a separate agreement with the Investment Manager or any other BlackRock Affiliate and such agreement relates (wholly or partially) to their subscription for Class X Shares, and (ii) funds (of any other legal form) or accounts (in each case) managed or advised by the Investment Manager or any other BlackRock Affiliate (collectively, and including the BLK Investors, the "Class X Investors"). The Board shall otherwise have the discretion to determine additional eligible Investors to subscribe for Class X Shares from time to time and to be considered as Class X Investors.

In addition, BlackRock and/or certain of BlackRock's Affiliates (the "BLK Seed Investors") may subscribe for Class Y Shares and such capital may be utilised by the Sub-Fund to acquire a seed portfolio of Private Market Investments (the "Seed Portfolio").

The Class Y Shares may not be redeemed by the BLK Seed Investors before the Board has determined that the Sub-Fund has reached sufficient capital considering the investment strategy of the Sub-Fund (the "Class Y Minimum Holding Period"). Where the Board has made such determination that the Sub-Fund has reached such sufficient capital, the Class Y Shares will no longer be subject to the Class Y Minimum Holding Period and may be redeemed in accordance with the process set out in "*Redemption of Shares*" below, provided that any limitations or restrictions on the redemption of Shares set out in "*Redemption of Shares*" or "*Minimum Holding Period and Limits on Redemptions*" below or in any other section of the Prospectus, including but not limited to the Minimum Holding Period and the Redemption Limits, shall not apply to the redemption of Class Y Shares.

In addition, in order to allow the Sub-Fund to acquire the Seed Portfolio, the Sub-Fund or its subsidiaries may enter into one or more credit facilities, borrowings and/or other financing arrangements (in each case, a "Seed Facility") with BlackRock and/or any of BlackRock's Affiliates as lender (in such capacity, the "Seed Lender"). The Seed Facility may be utilised to acquire the Seed Portfolio prior to, on and/or following the First Subscription Date and may be drawdown across multiple transactions. The interest payable to the Seed Lender by the Fund will be on an arm's-length basis, and will be payable on amounts drawn down

[5] For the avoidance of doubt, the Share Classes will be denominated in various different currencies, as further specified in Section 6 of this Schedule "*Share Classes*".

under the Seed Facility. The Sub-Fund will repay any Seed Facility using subscriptions made to the Sub-Fund on or after the First Subscription Date.

Further, BlackRock or its Affiliates may, or BlackRock may engage a third-party service provider to, operate a warehousing arrangement to make one or more investments on an interim basis with the intention that such investments will be transferred to the Sub-Fund (each, a "Warehoused Investment"). The Sub-Fund will purchase Warehoused Investments from BlackRock, its Affiliate or the relevant third party (as applicable) on or following the First Subscription Date. The purchase price for a Warehoused Investment is expected to be an amount equal to the cost to BlackRock, its Affiliate or the relevant third party (as applicable) with respect to such Warehoused Investment, including any expenses attributable thereto (including the costs of any leverage arrangements to acquire a Warehoused Investment); provided, however, that BlackRock may determine another methodology for pricing such transactions, including fair value, at the time of transfer and having regard to BlackRock's policies and procedures. An additional warehousing fee, interest rate or other carrying charge may be payable by the Sub-Fund with respect to any Warehoused Investment.

The Investment Manager may in its sole discretion, and without limitation, appoint the Board or one or more other persons (or committee of persons) who are not affiliated with BlackRock (any such person, committee or the Board, an "Independent Person") to review and approve or disapprove, at the request of the Investment Manager and on behalf of the Shareholders, certain matters in connection with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" (including any proposed transfer valuation) that require consent under the Advisers Act or other applicable law, and to review and approve or disapprove any other matters presented to them, including potential conflicts of interest. Any such approval will be binding upon the Sub-Fund and all the Shareholders.

By subscribing for Shares in the Sub-Fund, each Shareholder consents to (A) BlackRock transferring any Warehoused Investments to the Sub-Fund, (B) the Sub-Fund redeeming Class Y Shares at such time as BlackRock may determine in accordance with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" and (C) the appointment of an Independent Person to review and approve or disapprove, on behalf of all Shareholders, any matters in connection with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*", including, without limitation, any conflicts of interests, valuations or any matters requiring approval under applicable laws, including the Advisers Act.

**Share Classes**

The Fund is offering Shares in the Sub-Fund to certain investors that are Eligible Investors. See "*Eligible Investors*" below.

The Fund is initially offering the Share Classes set out in Section 6 of this Schedule "*Share Classes*".

Additional Share Classes may be established in the Sub-Fund with such rights and characteristics which may differ from any rights and characteristics attached to any existing Share Classes, as the Board may determine in its discretion without notice to, or the consent of, any Investor. In addition, the Board may apply for certain Share Classes of the Sub-Fund to listing and/or admission to trading on the Luxembourg Stock Exchange and/or another stock exchange.

Unless otherwise waived by the Board, with respect to each Share Class, each Investor must subscribe for a minimum amount of capital as set forth in Section 6 of this Schedule "*Share Classes*".

The relevant Share Class will determine the Applicable Management Fee Rate and Performance Fee rate applicable to an Investor. In the event that Shares are transferred or sold in accordance with the Prospectus, such Shares will retain the relevant Applicable Management Fee Rate and Performance Fee rate applicable to such Shares upon such transfer or sale.

For detailed information regarding the characteristics and terms of each Share Class, and the estimated expenses relating to each Share Class, please refer to Section 2 "*Sub-Fund Fees and Expenses*" and Section 6 "*Share Classes*" of this Schedule.

**Subscriptions**

A prospective Shareholder, or an existing Shareholder seeking to purchase additional Shares, on or after each Initial Issuance Date, may subscribe for Shares in the Sub-Fund in accordance with the procedure set out below. With respect to the issuance that will take place on each Initial Issuance Date, the Board will issue new Shares of the relevant Share Class subscribed for, at a purchase price per Share of €100 (or, in the case of a Share Class denominated in another currency, the nominal amount of 100 in that currency) or as otherwise determined by the Board. Upon each issuance after the relevant Initial Issuance Date, the Board will issue new Shares of the relevant Share Class subscribed for, at a purchase price per Share calculated based on the Sub-Fund's Net Asset Value as at the relevant Monthly Dealing Day, which shall be finalised and published up to eighteen (18) Business Days after the Monthly Dealing Day (or such later date as the Board may determine) (the "NAV Publication Date"). The relevant Shareholder will therefore only receive confirmation of the relevant subscription following the finalisation and publication of the Sub-Fund's Net Asset Value (as further described below). Investors should also note the other information regarding the Shares issued by the Fund set out in Section 8 of the General Section "*Shares*".

Investors may subscribe for Shares indirectly through a financial intermediary, other type of intermediary or feeder fund arrangement or directly. Investors seeking to subscribe indirectly via a financial intermediary, other type of intermediary or feeder fund arrangement will be able to receive further information on the procedure applicable to

their specific investment from the Distributor with which they deal. Investors may be required to complete a Subscription Form. Receipt by the Board, its duly authorised delegates or a Distributor (as the case may be) of a properly completed Subscription Form constitutes an agreement by the prospective Shareholder to be bound by the terms of such Subscription Form, the Articles and the Prospectus.

Each request to subscribe for Shares (together with any required additional accompanying documentation) (a "Subscription Request") must be received by the Administrator no later than 5:00 p.m. Central European Time on the day falling ten (10) Business Days prior to the relevant Monthly Dealing Day (or such other date as may be notified to the Investor by the Board or its duly authorised delegates in relation to each Initial Issuance Date, a "Cut-Off Time") and will only be accepted by the Board or its duly authorised delegates if the Cooling-Off Period – if applicable – has expired by this Cut-Off Time. Subscription Requests may be made via a telecommunications system or network (including SWIFT) or fax, or by such other method as may be agreed with relevant Investors and/or Distributors. All documentation relevant to the subscription process shall be completed and returned in electronic format or such other format as requested by the Board or the Administrator. Subject to the Cooling-Off Period (if applicable), once a Subscription Request is made by an Investor, such Subscription Request and the payment required to be made to the Sub-Fund in respect thereof, shall be binding and irrevocable. Subject to the applicable law, the Board or its duly authorised delegates may, in their sole discretion, allow an Investor to amend its Subscription Request or accept a delayed Subscription Request. There is no cap on the number of Shares that may be subscribed for by any single Investor or, for the avoidance of doubt, the number of Subscription Requests that may be made by a single Investor with respect to separate Monthly Dealing Days. Notwithstanding the foregoing, the Board or its duly authorised delegates reserve the right to reject any subscription in whole or in part, or to allocate subscriptions in such a manner as it deems appropriate.

A contract note in respect of a valid Subscription Request, setting out the number of Shares that will be issued to the relevant Shareholder and certain other information, will be sent to the applicable Shareholder by close of business within one (1) Business Day after the NAV Publication Date (or such other date as may be notified to a prospective Shareholder by the Board or its duly authorised delegates in relation to subscriptions made in respect of each Initial Issuance Date).

A prospective Shareholder must ensure that the Sub-Fund receives payment for the subscription of Shares by close of business on the day falling three (3) Business Days after the NAV Publication Date (or such date with respect to each Initial Issuance Date as may be notified to a prospective Shareholder by the Board or its duly authorised delegates in

relation to subscriptions made in respect of such Initial Issuance Date). Payment for the subscription of Shares can be by electronic payment by prior arrangement with the Board or its duly authorised delegates. It is expected that the amount of Shares issued to a relevant Shareholder will be determined on the NAV Publication Date with respect to relevant Monthly Dealing Day (or in relation to subscriptions made in respect of each Initial Issuance Date, such Initial Issuance Date). Although those Investors that have their Subscription Requests accepted with respect to any Monthly Dealing Day will be treated as having held their Shares from the first day of the relevant month following the Monthly Dealing Day, the Sub-Fund will not have access to the relevant subscription payments from such Investors until at least eighteen (18) Business Days after the relevant Monthly Dealing Day and the Sub-Fund will only be in a position to invest such amounts after the receipt of thereof. No certificates are issued for Shares in the Sub-Fund. No interest will be paid to prospective Shareholders during any period in which subscription monies are required to be held by the Fund.

If timely settlement is not made, the Board or its duly authorised delegates may, in its sole discretion: (i) cancel the relevant subscription of Shares; (ii) charge the applicant an administration charge to cover any resultant costs (such as overdraft charges) and losses incurred by the Sub-Fund, the AIFM, the Investment Manager and/or any of their respective Affiliates; and/or (iii) take other action deemed reasonable by the Board or its duly authorised delegates in order to recover any monies due.

Any Subscription Request for a specific Monthly Dealing Day not accepted in full will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Monthly Dealing Day(s). The relevant existing or prospective Shareholder will need to submit a new Subscription Request if they so wish at the subsequent Monthly Dealing Day in relation to the portion of the intended subscription which was not accepted under the original Subscription Request.

If an Investor purchases Shares in a Share Class in which that Investor does not meet the eligibility criteria, the Board shall redeem its' holding without the consent of the relevant Investor. In such a scenario, the Board is not obliged to give the Investor prior notice of its actions. Instead of a compulsory redemption, the Board may also decide, upon prior consultation with, and the approval of, the Shareholder who does not meet the investment criteria, to switch the Shareholder into a more appropriate Share Class in the Sub-Fund; provided that, for the avoidance of doubt, the Board is under no obligation to move any such Shareholder. The Board, its duly authorised delegates, the Depositary and/or the Administrator may request additional documentation from the relevant Investor in order to process any such switch. Switches between Share Classes will be implemented on a Net Asset Value-for-Net Asset Value

basis by redeeming existing Shares and issuing new Shares at a price per Share calculated based on the Sub-Fund's Net Asset Value as at the relevant Monthly Dealing Day, which shall be finalised and published on the NAV Publication Date. The relevant Shareholder will therefore only receive confirmation of the switch following the finalisation and publication of the Sub-Fund's Net Asset Value. However, the switch will be deemed to have occurred as at the relevant Monthly Dealing Day and accordingly will be treated as part of the same Class of Shares issued at that Monthly Dealing Day for the purposes of the Investor Minimum Holding Period (see below "*Minimum Holding Period and Limits on Redemptions*"). It is not expected that switches will be permitted between Share Classes of differing currencies. Switches will not, for the avoidance of doubt, be subject to the redemption limits set out below under "*Minimum Holding Period and Limits on Redemptions*".

The ability to subscribe for Shares in a Share Class will be suspended during any such period when the calculation and publication of the Net Asset Value of such Share Class is suspended in accordance with Section 9 of the General Section "*Valuations and Net Asset Value Calculation - Temporary suspension of the Net Asset Value calculation"*. In addition, the Board or its duly authorised delegates may, at any time and in its sole discretion, temporarily or otherwise, not accept subscriptions to the Sub-Fund for any reason, including, *inter alia*, the following considerations:

(a) the availability of suitable investment opportunities;

(b) the amount of uninvested capital available to the Sub-Fund;

(c) the rate at which the Sub-Fund is expected to deploy uninvested capital; and

(d) the best interests of the Sub-Fund and the Shareholders.

The Board has not placed a limit on the maximum size of the Sub-Fund.

Each Investor appoints the Board or its duly authorised delegates as its attorney-in-fact to execute any documents required in connection with its subscription.

Notwithstanding anything to the contrary in this Section, the Sub-Fund will not allocate to investments any subscription which is still subject to a Cooling-Off Period until such Cooling-Off Period has ended.

**Eligible Investors**

Shares in the Sub-Fund may be offered to Investors in the EEA and in certain jurisdictions outside the EEA, provided that U.S. Persons will not be permitted to own Shares. Shares in the Sub-Fund will only be offered to Eligible Investors who are:

(i) with respect to EEA Investors (a) Professional Investors, or (b) Retail Investors that are eligible for marketing of the Shares under the ELTIF Regulation and subject to the conditions set out therein, or otherwise eligible for marketing

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| | of the Shares in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled); and<br><br>(ii) with respect to Investors not resident or domiciled in the EEA, Investors to whom Shares may be lawfully marketed in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled).<br><br>Without prejudice to the above, the Shares in the Sub-Fund may be sold to, and beneficially and/or legally held or owned by, Eligible Investors and any person who may beneficially and/or legally, as applicable, own the Shares in the Sub-Fund in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled). |
| **Allocations** | Investment opportunities will be allocated to the Sub-Fund based on the Investment Manager's allocation guidelines. The Investment Manager may change its allocation guidelines from time to time without the consent of the Investors provided that any material changes regarding the allocation guidelines will be notified to the Investors. For the avoidance of doubt, the Investment Manager's allocation guidelines will at all times respect and comply with the ELTIF Regulation. See Section 13 of the General Section "*Conflicts of Interest*" and Section 9 of this Schedule "*Summary of the Investment Manager's Allocation Policy*" for further information. |
| **Term** | The Sub-Fund has been set up for a fixed life of 99 years commencing from 6 September 2024, being the date of incorporation of the Fund, subject to up to three (3) consecutive extensions of up to one (1) year following the 99th anniversary of the date of establishment of the Sub-Fund in the sole discretion of the Investment Manager (the "Term" and the final date of the Term, the "Termination Date"). |
| **Dissolution Rights** | A Special Majority-in-Interest of the Investors may elect to dissolve the Sub-Fund. Within fifteen (15) Business Days following an affirmative vote to dissolve the Sub-Fund, the Board shall commence the orderly liquidation of the Sub-Fund in accordance with the provisions of the Articles and the Prospectus.<br><br>The Board may decide, in its sole discretion, to dissolve the Sub-Fund if the subscription program is limited or suspended in whole or in part for twelve consecutive Calendar Months.<br><br>The surplus (if any) resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the Shareholders in proportion to the number of Shares held by them in the Sub-Fund. Liquidation proceeds which have not been claimed by Shareholders at the time of the closure of the liquidation shall be deposited with the *Caisse de Consignation* in Luxembourg in favour of the beneficiaries, in accordance with Luxembourg law. |

Proceeds not claimed within the statutory period shall be forfeited in accordance with Applicable Requirements.

In connection with the dissolution and liquidation of the Sub-Fund by the Board, the Board may, in its discretion, subject to prior CSSF approval, appoint a trustee or other person who will have the power to liquidate the Sub-Fund and distribute its assets and to perform all acts, including terminating the Sub-Fund, and engage in all activities and transactions which it may deem necessary or advisable thereto.

**Management Fee**

The Sub-Fund will pay a management fee (the "Management Fee") to the AIFM, which shall be calculated based on an annual rate, accrues monthly taking into account the actual count of days within each month and is payable in arrears. The annual Management Fee rate applicable to each Share Class (the "Applicable Management Fee Rate") is set out in Section 6 of this Schedule "*Share Classes*". The Applicable Management Fee Rate will be applied to a Shareholder's total shareholding (based on the Net Asset Value attributable to such shareholding as at each Monthly Dealing Day, prior to any adjustment for payment or accrual of any applicable Performance Fee and Management Fee for the current month, to the extent applicable) for as long as the Shareholder holds its Shares, and will be pro-rated for any partial month in which a Shareholder holds its Shares.

If the AIFM, the Investment Manager, their respective Affiliates (which are wholly-owned by BlackRock) or their respective employees (in their capacity as such) receive directors' fees or consulting fees from Private Market Investments, the Management Fee will be reduced by an amount equal to the portion of such fees that corresponds to the Sub-Fund's interest in the Private Market Investments. The Sub-Fund's pro-rata share of all commitment fees and break-up fees payable in respect of the Sub-Fund's Investments will be paid to the AIFM or an Affiliate of the AIFM, and 100% of such fees will be credited against the Management Fee (with any excess credits carried forward) so that the net amount received by BlackRock from a combination of such retained fees and the Management Fee shall equal the Management Fee to which BlackRock was originally entitled.

For the purposes of the Management Fee calculation, in order to avoid duplication of management fees, the Net Asset Value will exclude Private Market Investments in Associated Funds to the extent that the Sub-Fund pays management fees or the equivalent with respect to such Investments. For the avoidance of doubt, any management fees charged by (i) Target Funds which are not Associated Funds and (ii) by any fund or similar vehicle in which the Sub-Fund invests as part of its Liquid Investment strategy, will in each case be borne by the Sub-Fund indirectly as they will be accounted for in the Net Asset Value.

The AIFM may waive all or any portion of the Management Fee payable with respect to one or more Investors, including employees and Affiliates of the AIFM, the Investment

Manager and BlackRock, in which case the Board will be authorised to make appropriate adjustments to the provisions of the Prospectus.

In addition, Shareholders holding Shares of Class F1L shall be subject to a reduced Management Fee of 2.00% per annum during the Share Class F1L Lock-up Period. Following the expiry of the Share Class F1L Lock-up Period, the Applicable Management Fee Rate, as specified in Section 6 of this Schedule "*Share Classes*", shall apply.

For the avoidance of doubt (i) the Applicable Management Fee Rate attributable to a certain Share Class may vary the Net Asset Value of the Shares held by relevant Investors as against the Net Asset Value of the Shares held by other Investors holding Shares of a different Share Class which has a different Applicable Management Fee Rate and (ii) given, as noted above in this Section, the Applicable Management Fee Rate attributable to each Share Class is calculated based on the Net Asset Value attributable to such shareholding as at each Monthly Dealing Day, the Net Asset Value upon which the Applicable Management Fee Rate is based for any given month may vary compared to the Net Asset Value as reported in the audited financial statements of the Fund.

**Placement of Shares**

Subscriptions for Shares may be offered to Investors by certain Affiliates of the Investment Manager and certain third-party distributors (each, a "Distributor" and together, the "Distributors"). The AIFM will not directly offer, place or recommend Shares to Retail Investors. The Distributors, to the extent applicable to them, will be responsible for complying with the specific requirements concerning the distribution of the Shares to Retail Investors as provided for by Article 30 of the ELTIF Regulation. When subscribing for Shares in the Sub-Fund via a Distributor, Retail Investors shall be able to cancel their initial subscription in the Sub-Fund and have their money returned without penalty during the subscription period and a period of two weeks after the signature (or equivalent confirmation of subscription) of the Subscription Form of the relevant Share Class (the "Cooling-Off Period"). Unless otherwise agreed by the Board or its duly authorized delegates, Distributors (including their intermediaries) shall only transmit initial Subscription Requests related to requests to subscribe for Shares from Retail Investors to the Sub-Fund after the expiry of the Cooling-Off Period. Any request to subscribe for Shares may only be accepted if received by the Administrator no later than by the Cut-Off Time and only if the Cooling-Off Period - if applicable – is deemed to be expired by this Cut-Off Time. This means that Retail Investors must have handed in their requests for subscription of Shares to their relevant Distributors no later than two weeks prior to the Cut-Off Time. Under the ELTIF Regulation, the Distributor or any other distribution agent, including third party Distributors, shall obtain information regarding the following: (a) the Retail Investor's knowledge and experience in the investment field relevant to the ELTIF; (b) the Retail Investor's financial situation, including that investor's ability to bear losses; (c) the Retail Investor's investment objectives, including that investor's risk tolerance.

Distributors may be entitled to a subscription or other similar fee (a "Subscription Fee") payable by the Investor directly to the Distributor and which shall be separate from and in addition to such Investor's subscription to the Sub-Fund. The maximum Subscription Fee rate applicable to each Share Class is set out in Section 6 of this Schedule "*Share Classes*".

In addition to the Subscription Fee, certain Investors may be subject to additional fees in respect of certain advisory, account and/or other ancillary services that may be provided by their Distributors (the "Other Distributor Fees"). Such Other Distributor Fees will be payable by the relevant Investors directly to their respective Distributors and shall be separate from and in addition to such Investor's subscription to the Sub-Fund.

Distributors (and any other financial institutions through which Shares are purchased), which may include Affiliates, may also receive compensation from BlackRock relating to the purchase of Shares by such Distributors' clients, whether or not such clients are required to pay a Subscription Fee or Other Distributor Fees. These payments to the Distributors and/or their representatives, which may be significant, may create an incentive for the Distributors (and any other financial institutions through which Shares are purchased) to recommend the Sub-Fund over other products.

**Each Investor should contact its Distributor or financial institution, as applicable, for details of any Subscription Fee and any Other Distributor Fees that it may be required to pay to the Distributor in connection with a subscription for Shares in the Sub-Fund.**

**Servicing Fees**

The AIFM is entitled, at its sole discretion and without recourse or cost to the Sub-Fund, to determine to make payments of servicing or other similar fees to Distributors out of the Management Fees charged to certain Shareholders.

Such payments of servicing or other similar fees will not exceed the amount of the relevant Management Fee.

The terms of any such payments of servicing or other similar fees will be agreed with the relevant Distributors from time to time.

**Each Investor should contact its Distributor or financial institution, as applicable, for details of any such payments of servicing or other similar fees.**

**Allocation of Proceeds / Distributions**

Proceeds, following any deduction, retention or restriction described in this Section, will be allocated (i) first, to each Share Class, pro rata (subject to such adjustment as the Board reasonably determines is appropriate to reflect any different Applicable Management Fee Rates, Performance Fees and other rights and obligations associated with each Share Class), and (ii) then, to each Shareholder pro rata based on the number of Shares held by the Shareholder within the respective Share Class.

It is expected that all capital proceeds from Investments will, in the sole discretion of the Investment Manager, either be

reinvested or retained for liquidity management or other purposes.

It is expected that income proceeds will not be distributed and instead such income proceeds will either be reinvested or retained for liquidity management or other purposes (i.e., it is expected that all Shares will capitalise their entire earnings).

For the avoidance of doubt, the Investment Manager will be entitled to withhold amounts to create, in its discretion, appropriate reserves for expenses and liabilities, as well as for any required tax or tax withholdings. Tax credits received, amounts borne, paid or withheld for taxes, and any costs (including taxes) of any structure of the Sub-Fund or an underlying investment will be treated as distributions for the purposes of the calculations described below.

The Board may modify these provisions under certain circumstances as permitted by the Prospectus. For the avoidance of doubt, to the extent that the Sub-Fund were to ever make distributions, the Board shall not be required to make a distribution if such distribution may result in the subscribed capital of the Fund falling below an amount equal to EUR 1,250,000, unless such distribution relates to the final liquidation of the Fund.

**Performance Fee**

The Sub-Fund shall pay the Performance Fee to the Investment Manager, subject to and in accordance with the following provisions. A separate Performance Fee calculation will be carried out in respect of each Share Class.

In the event that the Net Asset Value per Share of a Share Class as of the final date of a Performance Period exceeds the Net Asset Value per Share of such Share Class as of the first date of such Performance Period plus the Preferred Return thereon, the Investment Manager shall be entitled to be paid a fee out of the assets of the Sub-Fund equal to 15% of the amount by which the Net Asset Value per Share as of the final date of such Performance Period exceeds the Reference NAV per Share multiplied by the number of Shares in the relevant Share Class (the "Performance Fee").

For the purposes of the foregoing:

- "Performance Period" means the First Performance Period and each Subsequent Performance Period. The "First Performance Period" means, with respect to each Share Class, the Initial Issuance Date relating to such Share Class and ending on the following 31 December. A "Subsequent Performance Period" means: (i) each 12-month period subsequent to the First Performance Period commencing on 1 January and ending on the following 31 December or (ii) where applicable, a period shorter than twelve (12) months commencing on 1 January and ending on the liquidation of the Sub-Fund.

- "Preferred Return" means, in respect of the relevant Performance Period and Share Class, an amount equal to the product of (i) an annualised interest rate of 7%

simple interest and (ii) the Net Asset Value per Share of the relevant Share Class at the beginning of such Performance Period. For the avoidance of doubt, the Preferred Return shall not be cumulative and shall reset at the beginning of each Performance Period, and the Preferred Return calculation shall be pro-rated for any partial periods.

- "Reference NAV" means, with respect to a Share Class, the higher of the High Water Mark and the Money Weighted Price with respect to the relevant Performance Period.

- "High Water Mark" means, with respect to a Share Class, until such time as a Performance Fee has accrued in respect of such Share Class, the Net Asset Value per Share attributable to such Share Class at the time of the initial issuance of Shares relating to such Share Class and, thereafter, the Net Asset Value per Share attributable to such Share Class as at the end of the most recent Performance Period in respect of which a Performance Fee has accrued or been paid out in respect of such Share Class. For the avoidance of doubt, the High Water Mark will remain unchanged during a Performance Period and will be adjusted upwards only at the end of a Performance Period if a Performance Fee is accrued or paid with respect to such Performance Period.

- "Money Weighted Price" means, with respect to each Performance Period of each Share Class, the weighted average across all Monthly Dealing Days during a Performance Period of the number of Shares issued and the Net Asset Value per Share within a Share Class at which such Shares were issued.

The Performance Fee is calculated and accrued monthly. It shall crystallise and become payable to the Investment Manager at the end of each Performance Period. However, if a Shareholder redeems all or part of its Shares before the end of a Performance Period, any accrued Performance Fee with respect to such redeemed Shares will crystallise and will be payable to the Investment Manager on the relevant Quarterly Dealing Day.

For the avoidance of doubt, the Net Asset Value per Share used for the above Performance Fee rate calculations attributable to each Share Class will not be based upon the Net Asset Value per Share for each relevant period as reported in the audited financial statements of the Fund, and therefore may vary compared to such Net Asset Value per Share as reported on the audited financial statements of the Fund.

The Investment Manager, in its discretion, may waive the Performance Fee with respect to one or more Investors, including employees and Affiliates of the AIFM and the

Investment Manager, in which case the Board will be authorised to make any appropriate adjustments to the relevant provisions of the Prospectus as it determines to be necessary in its sole discretion.

**Distributions in Kind**

Distributions will normally be paid to Shareholders in cash. The Sub-Fund will only distribute assets in kind to a Shareholder where the Board or its duly authorised delegates receive a request in writing from such Shareholder that such assets be distributed in kind. Distributions in kind made by the Sub-Fund, if any, will only be made where permitted under the ELTIF Regulation and generally will be made pro rata to all of the Sub-Fund's Shareholders in accordance with the distribution priorities described above. Any costs incurred in connection with a distribution in kind, including the costs of issuing a valuation report (if applicable), shall be borne by the Sub-Fund Shareholders receiving such distributions or by such other third party as agreed by the Board. The Sub-Fund generally intends to distribute assets in kind only upon the liquidation of the Sub-Fund. However, the Sub-Fund will use commercially reasonable efforts to liquidate such assets and distribute cash rather than distribute assets in kind. When the Sub-Fund liquidates or otherwise disposes of an investment to generate cash for distributions, it will bear brokerage commissions, dealer mark-ups and mark-downs, transfer fees, taxes and other costs associated with the disposition. These costs will reduce the proceeds available for distribution.

**Redemption of Shares**

A Shareholder may submit a request to redeem its Shares (together with any accompanying documentation) (a "Redemption Request") to the Administrator no later than 5:00 p.m. Central European Time on the day falling on the last Business Day of the month prior to the relevant Quarterly Dealing Day (a "Redemption Cut-Off Time"). Redemption Requests may be made via a telecommunications system or network (including SWIFT) or fax, or by such other method as may be agreed with relevant Shareholders. Subject to applicable law (in particular, any rules relating to notification periods and cut-off times), the Board or its duly authorised delegates may, in their sole discretion, allow a Shareholder to amend or withdraw its Redemption Request, or accept a delayed Redemption Request, subject to the redemption policy of the Sub-Fund.

The Board reserves the right to bring forward the Redemption Cut-Off Time (thus extending the notice period for Redemption Requests) if, in the Board's and/or AIFM's reasonable judgment, it deems such action to be necessary or advisable for liquidity management purposes.

Subject to the redemption limits set out in "Minimum Holding Period and Limits on Redemptions" and in the other Sections of the Prospectus, a redeeming Shareholder will receive the appropriate proceeds of redemption (priced on a forward pricing basis by reference to the Net Asset Value per Share at the relevant Quarterly Dealing Day, no later than by the close of business sixty (60) calendar days after the Quarterly Dealing Day in respect of which the Redemption Request was submitted, or as soon as practicable thereafter (including to the extent that delay is incurred on account of the failure of any third party to supply necessary information regarding an investment in a timely manner)). In certain market conditions, subject to the ELTIF Regulation, the Board or its duly authorised delegates may extend the settlement period in relation to Redemption Requests received in respect of a given Quarterly Dealing Day, where the Board or its duly authorised delegates (after prior consultation with the Depositary) believe it to be in the best interests of the Sub-Fund and the Shareholders to do so. Redemptions in kind are not permitted.

Failure to return all relevant documents which the Board, its duly authorised delegates or the Depositary may request, may result in a delay in processing any Redemption Requests or may result in withholding redemption proceeds. Any such redemption monies will be held by the Fund and no interest will be paid to Shareholders during the period the monies are treated as client money. Investors who have subscribed indirectly via an intermediary arrangement or a feeder fund will be able to receive further information on the redemption procedure applicable to the Shares which they intend to redeem from the Distributor which effected the subscription in such Shares.

Any Shareholder that becomes a U.S. Person will be required to redeem its Shares.

**Minimum Holding Period and Limits on Redemptions**

Shareholders in general should not have a right to redeem their Shares before the expiry of the second anniversary of the First Subscription Date (the "Minimum Holding Period"), provided that the Board or its duly authorised delegates may reduce the Minimum Holding Period to the expiry of the first anniversary, in its sole discretion, subject to compliance with the applicable requirements under the ELTIF Regulation.

Notwithstanding the foregoing, Shareholders holding Share Class F1L shall not have the right to redeem their Shares until 31 March 2028 (the "Share Class F1L Lock-up Period").

After the expiry of the Share Class F1L Lock-up Period, Shareholders of Share Class F1L will be subject to the same redemption terms and conditions as other Shareholders as set out in this Schedule, including the Redemption Limits and ELTIF Redemption Limit (as defined below).

If the Shareholders submit the Redemption Requests before the expiry of the Minimum Holding Period and the Share Class F1L Lock-up Period, where applicable, the Board or its duly authorised delegate, may accept such Redemption Requests, in certain exceptional circumstances affecting such Shareholders or the underlying Investors who have subscribed to Shares indirectly via such Shareholders. Such exceptional circumstances include, but are not limited to, death, divorce, legal incapacity, bankruptcy of the Investors, termination of the contractual relationship between the Shareholders and the underlying Investors who have subscribed to Shares via such Shareholders or other similar circumstances outside of the Investors' control or not in the ordinary course of management of their investments (the "Exceptional Circumstances"). The Board or its duly authorised delegates, may limit all or a portion of the Redemption Requests received from the Shareholders, during the Minimum Holding Period and the Share Class F1L Lock-up Period, where applicable, based on the Exceptional Circumstances, in excess of 0.5% of the Sub-Fund's Net Asset Value as at the previous Quarterly Dealing Day (the "Exceptional Circumstances Redemption Limits"), subject to the ELTIF Redemption Limit (as defined below).

After the Minimum Holding Period and any lock-up period, where applicable, the Shareholders will have a right to redeem their Shares, irrespective of the Exceptional Circumstances, provided that the Board or its duly authorised delegates may limit all or a portion of the Redemption Requests received from Shareholders in respect of any Quarterly Dealing Day in excess of 5% of the Sub-Fund's Net Asset Value as at the previous Quarterly Dealing Day, (or such higher amount as the Board or its duly authorised delegates may determine, in their sole discretion) (the "Redemption Limits") subject to the ELTIF Redemption Limit (as defined below).

Notwithstanding the preceding paragraphs, the Board or its duly authorised delegates will limit all or a portion of the Redemption Requests in excess of an amount equal to 27.30% of the sum of (i) the portion of the Sub-Fund's assets held in UCITS Eligible Assets on the day on which the Board or its duly authorised delegates decide on the Redemption

Requests received in respect of the relevant Quarterly Dealing Day, and (ii) the expected cash flows of the Sub-Fund forecasted on a prudent basis over 12 months, determined in accordance with the ELTIF Regulation (the "ELTIF Redemption Limit"). The Board, in consultation with the AIFM, may adjust the maximum percentage of the ELTIF Redemption Limit as it deems necessary to comply with the requirements of the ELTIF Regulation and/or the ELTIF Delegated Regulation, and the Board will have the right to amend this Schedule accordingly.

After the Minimum Holding Period, the Board or its duly authorised delegates in their sole discretion may allow for redemptions above the Redemption Limits provided that such redemptions do not exceed the ELTIF Redemption Limit, if it is deemed in the best interest of the Sub-Fund and the Shareholders and if such decision will be made at the Sub-Fund-level and not at the level of the separate Share Classes in the Sub-Fund.

Unless waived by the Board or its duly authorised delegates as provided above, the Exceptional Circumstances Redemption Limits or the Redemption Limits, where applicable, will be applied across all Shareholders who have made a Redemption Request on a pro rata basis in the manner set out below. Any Redemption Request not accepted on account of the Exceptional Circumstances Redemption Limits, the Redemption Limits, the ELTIF Redemption Limit or for any other reason will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Quarterly Dealing Day(s). The relevant Shareholder will need to submit a new Redemption Request if they so wish with respect to the subsequent Quarterly Dealing Day in relation to the portion of the intended redemption which was not accepted under the original Redemption Request. Shareholders may therefore again be limited in the number of Shares they can redeem. It follows that a Shareholder may be subject to numerous consecutive limited redemption rounds in this way before it is able to redeem Shares for any or the total amount of its original Redemption Request. The allocation process outlined above is subject to such adjustments as the Board or its duly authorised delegates may reasonably require in relation to any Quarterly Dealing Day in order to accommodate either: (i) their powers of mandatory redemption, cancellation, switching, conversion or transfer of Shares and its power to sell holdings; or (ii) any rights of Shareholders under applicable laws to redeem or cancel their Shares.

In exceptional circumstances and not on a systematic basis, the Board or its duly authorised delegates may, in accordance with the redemption policy of the Sub-Fund, suspend redemptions in whole or in part and/or apply redemption gates (*i.e.,* more stringent limits) below the Redemption Limits in respect of any Quarterly Dealing Day (i) where they determine that such action is in the best interest of the Sub-Fund or the Shareholders as a whole or (ii) where they deem it necessary or advisable in the event of extraordinary market conditions or conditions which are

otherwise out of the control of the AIFM (such as where Liquid Investments are not considered sufficient to satisfy Redemption Requests, there are consecutive aggregate Net Asset Value net outflows, or equal to or greater than 20% of the total assets of the Sub-Fund have an uncertain valuation) or (iii) during any suspension of calculation and/or publication of the Net Asset Value of a Share Class in accordance with Section 9.4 of the General Section "*Temporary suspension of the Net Asset Value calculation"*. A suspension of the redemption program will not necessarily result in a suspension of Net Asset Value calculations being performed.

In making such a determination to limit or suspend redemptions and/or apply redemption gates the Board or its duly authorised delegates will, in accordance with the redemption policy of the Sub-Fund, have regard to the liquidity expected to be available to the Sub-Fund, including without limitation (i) the Liquid Investments forming part of the Sub-Fund's portfolio, or (ii) any distributable proceeds, provided that the Sub-Fund is under no obligation to realise investments or take any specific actions, solely for the purpose of meeting redemption requests.

Any Redemption Request not accepted on account of the redemption gates will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Quarterly Dealing Day(s).

Material modifications to the Sub-Fund's redemption program will be disclosed to the affected Shareholders via the Sub-Fund's electronic secure platform or otherwise. If the redemption program is suspended, then the Board or its duly authorised delegates will be required to evaluate on a quarterly basis whether the continued suspension of the redemption program is in the best interests of the Sub-Fund and its Shareholders.

For the avoidance of doubt, the above Minimum Holding Period and restrictions on redemptions shall not apply to the Class Y Shares in accordance with the terms of "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" above. Instead, the Class Y Minimum Holding Period shall apply to the Class Y Shares.

**Borrowings and Leverage**

The Sub-Fund may borrow and enter into credit facilities or other financing transactions or otherwise incur leverage or other indebtedness (including by way of guarantees or pursuant to hedging arrangements) for the purposes set out in the Prospectus on terms the AIFM determines in its discretion are commercially reasonable; provided that such borrowings: (i) do not at any time represent more than 50% of the Net Asset Value of the Sub-Fund; (ii) are for the purposes set out in the Prospectus, including making investments or providing liquidity, including to pay costs and expenses, provided that the holdings in cash or cash equivalents of the Sub-Fund are not sufficient to make the investment concerned; (iii) where applicable, are in the same currency as the assets to be acquired or in another currency where currency exposure has been appropriately hedged; and (iv) have a maturity no longer than the life of the Sub-Fund.

When borrowing cash or in connection with other indebtedness, including guarantees or hedging arrangements, the Sub-Fund may encumber assets to implement its borrowing strategy or support the incurrence of any other indebtedness. The borrowing limits set out above shall only apply as from the date falling three (3) years after the date on which marketing of the Sub-Fund has commenced. The borrowing limits set out above shall be temporarily suspended where the Sub-Fund raises additional capital or reduces its existing capital, in accordance with the ELTIF Regulation. Such suspension shall be limited in time to the period that is strictly necessary taking due account of the interests of the Investors in the Sub-Fund and, in any case, shall last no longer than twelve (12) months.

Pursuant to its regulatory obligations, the AIFM is required to express the level which the Sub-Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which a fund's exposure is increased, whether through borrowing of cash or securities, or, where relevant, leverage embedded in derivative positions, or by any other means. The AIFMD requires that each leverage ratio be expressed as the ratio between an AIF's exposure and its net asset value, and requires two prescribed methodologies to be used for calculating such exposure: the gross methodology and the commitment methodology (both set out in detail in the AIFMR).

Using the methodologies prescribed under the AIFMD, the Sub-Fund is generally expected to be leveraged at the ratio of 2:1 using the commitment methodology and 2:1 using the gross methodology. The Sub-Fund's leverage will not exceed the ratio of 3:1 using the commitment methodology and 3:1 using the gross methodology, other than during the Portfolio Ramp-Up Period as described below.

Early in the Sub-Fund's life, when its Net Asset Value is small and relatively large initial investments may be made, any borrowing and/or other relevant exposures could have an amplified effect on the Sub-Fund's level of leverage. It is expected that the level of the Sub-Fund's leverage will reduce as additional investments are made, subscription payments are received from investors, and its Net Asset Value increases. While the Sub-Fund may therefore have higher levels of leverage during the Portfolio Ramp-Up Period than during other periods, leverage will not exceed the ratio of 30:1 using the commitment methodology and 30:1 using the gross methodology during the Portfolio Ramp-Up Period.

The Sub-Fund does not intend to enter into any collateral and asset re-use arrangements.

**Transfer and Withdrawal**

Save as set out in the section titled "*Redemptions"* above, Shareholders are prohibited, under the ELTIF Regulation, from requesting to withdraw from the Fund prior to or on the Termination Date, subject to certain limited restrictions.

Investors may, directly or indirectly, sell, assign, encumber, mortgage, transfer or otherwise dispose of any portion of its Shares (each, a "Transfer") to any person, *i.e.,* the transferee. Any such Transfer will be only accepted by the

Board or its duly authorised delegates provided that such transferee (subject to any additional conditions set out in the Prospectus and the Articles): (i) qualifies as Eligible Investor, and (ii) completes a Subscription Form, if applicable. Receipt by the Board, its duly authorised delegates or a Distributor (as the case may be) of a properly completed Subscription Form constitutes an agreement by the transferee to be bound by the terms of such Subscription Form, the Articles and the Prospectus. For the avoidance of doubt, Transfers to U.S. Persons are prohibited.

Any Indirect Transfer whereby both the transferor and the transferee hold, or will hold, their Shares indirectly through the same financial intermediary, other type of intermediary or feeder fund arrangement, may be subject to the approval of the Distributor, if applicable, which had originally offered, placed or recommended such investment to the Eligible Investors. In addition, Eligible Investors holding Shares of any Share Class through a Distributor or other financial intermediary may transfer their existing holdings to another Distributor or financial intermediary which has an agreement with BlackRock subject to the conditions set out in the Prospectus and the Articles, compliance with all applicable requirements under Section 8.7 of the General Section "*Anti-Money Laundering and Counter-Terrorist Financing*" and provided that the Investor's rights are not adversely affected by such Transfer.

An Investor will be responsible for all costs associated with an attempted or realised Transfer.

The Sub-Fund may unilaterally cause the withdrawal of an Investor upon at least five (5) Business Days' prior written notice if the Board determines that the continued participation of an Investor in the Sub-Fund may materially adversely affect the Sub-Fund, the Fund, the AIFM, the Investment Manager or any of their Affiliates (e.g., by causing adverse tax consequences, involving the Fund in litigation, causing the Fund to be an investment company under applicable law), to the extent required under any other applicable law or to the extent otherwise contemplated by such Investor's Subscription Form. In the event of such a withdrawal, the Board will have the option of (i) causing the Sub-Fund to pay the Investor within sixty (60) calendar days thereafter (or as soon thereafter as the Sub-Fund has available funds) eighty per cent (80%) of an amount equal to the Net Asset Value attributable to the Shareholder's holding of Shares on the final day of such financial Quarter (such amount, the "Withdrawal Amount"), with the balance of the Withdrawal Amount (subject to audit adjustment) to be paid within thirty (30) calendar days following the completion of the audit for the fiscal year in which the withdrawal occurs (or as soon thereafter as the Sub-Fund has available funds), or (ii) transferring such Investor's Shares to a third party (including Affiliates of BlackRock) for an amount not less than the Withdrawal Amount. Unless the Sub-Fund transfers a terminated Investor's Shares pursuant to clause (ii) above, the Shares held or formerly held by such terminated Investor will not be included in calculating the Shares of the Investors required to take any action under the Prospectus after the date of such termination. Notwithstanding the foregoing, the Sub-Fund may redeem

or terminate, in whole or in part, an Investor's Shares on terms determined by the Board in its reasonable discretion to the extent necessary to comply with applicable law.

If and so long as an Investor qualifies as a German Regulated Investor or as a German capital investment company holding its Shares for an open-ended investment fund subject to the provisions of the German Capital Investment Act (*Kapitalanlagegesetzbuch*), such Investor shall have the right, at any time, to Transfer all or part of its Shares without the prior consent of the Board or any Shareholder to a transferee that executes a Subscription Form and qualifies as an institutional investor or financial intermediary, which includes insurance companies, social insurance carriers, pension funds, investment funds, foundations or credit institutions unless the proposed transferee is considered by the Board as a competitor of the AIFM, the Investment Manager and/or their Affiliates and unless such Transfer would result in a violation of any applicable law or regulation. For potential transferees other than institutional investors or financial intermediaries the provisions at the beginning of this section ("*Transfer and Withdrawal*") apply. On the Transfer of all or part of its Shares by a German Regulated Investor, the transferee shall accept and become solely liable for all liabilities and obligations relating to such Shares and the transferring German Regulated Investor shall be released from (and shall have no further liability of any nature, not even a secondary or joint and several liability, for) such liabilities and obligations. The Board shall not refuse to register such a Transfer. The preceding transfer provision shall also apply to an Investor which is fully owned by a German Regulated Investor or, respectively, German Regulated Investors.

Insofar and as long as a German Regulated Investor holds its Shares as part of its guarantee assets (*Sicherungsvermögen*) as defined in Section 125 of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*) and such German Regulated Investor is either in accordance with Section 128 of the German Insurance Supervisory Act under the legal obligation to appoint a trustee (*Treuhänder*) or is subject to similar legal requirements, such German Regulated Investor shall dispose of its Shares only with the prior written consent of such trustee or its authorised representative appointed in accordance with the German Insurance Supervisory Act, as amended from time to time. In a case of an emergency which requires that an Investor dispose of its Shares at short notice (i.e., within five (5) Business Days), a consent from such trustee (or such authorised representative) in form of an email or fax, rather than a written consent of such trustee, shall be sufficient, but the Investor shall remain obligated to deliver the written consent of such trustee (or such authorised representative) without undue delay.

Unless this has been otherwise agreed by the transferor and the transferee, a transfer of Shares does not include a transfer of any Shareholder's recontribution obligations as the transferor remains liable for its obligations thereto under its Subscription Form. Such Shareholder's recontribution obligations are transferable subject to the same conditions as Shares in the Sub-Fund of the Fund (including the

specific provisions for German Regulated Investors) provided that a transfer is prohibited if the proposed transferee is not an Eligible Investor, is not of sufficient creditworthiness (i.e., benefits from an "investment grade" credit rating or provides for sufficient security) or is considered by the Board as a competitor of the AIFM, the Investment Manager and/or their Affiliates.

**Tax Treatment**

The Sub-Fund is expected to be taxed as a corporation for U.S. federal income tax purposes.

**ESC**

The Investment Manager or any of its Affiliates may establish an employee securities company ("ESC") and one or more other vehicles in which employees of the Investment Manager and its Affiliates invest (collectively with any ESC, "Employee Funds") that are expected to invest alongside, or as a feeder fund into, multiple clients of BlackRock to whom the AIFM, the Investment Manager and their respective Affiliates provide discretionary and non-discretionary management services, including funds sponsored by the Investment Manager and its Affiliates, such as the Fund, government retirement plans and plans regulated by ERISA (collectively, and including funds and accounts that may be sponsored or managed by the Investment Manager or its Affiliates in the future, including ESCs, the "BLK Clients").

The costs of organising and establishing any Employee Fund will be borne by the Investment Manager and/or any of its Affiliates. The Sub-Fund and any Employee Fund are generally expected to invest alongside each other pro-rata based on committed capital (including, in the case of any Employee Fund, the amount of capital commitments the Investment Manager, in its discretion, allocates to investments alongside the Sub-Fund), subject to any legal, tax, regulatory, contractual or other similar concerns.

BlackRock, in its sole discretion, may transfer any investment made by an ESC in any investment made by the Sub-Fund, as may be required or advisable for legal, tax or regulatory concerns.

The amount invested by an ESC in any such investment is expected to be based on the amount that the ESC has allocated to investing in investments made by such BLK Client at such time, which amount may be adjusted from time to time by BlackRock.

**Amendments**

This Schedule may be amended by the Board subject to the prior approval of the CSSF.

In accordance with, and to the extent required by, applicable laws and regulations, notably Circular 14/591, the Shareholders in the Sub-Fund will be informed about such amendments and, where required, will be given at least one (1) month prior notice of any proposed material changes (such as (a) changes to the Investment Strategy of the Sub-Fund; (b) increase an Investor's Applicable Management Fee Rate; (c) increase an Investor's liability or obligations; or (d) reduce disproportionately an Investor's right to distributions), in order to arrange for the redemption of their Shares, without any repurchase or redemption charge, should they communicate their objection to such proposed

material changes to the Board or the Administrator in writing prior to the expiry of such notice period. Such Redemption Requests will be treated equally together with other accepted Redemption Requests subject to the application of the Exceptional Circumstances Redemption Limits and the Redemption Limits set out above under "*Minimum Holding Period and Limits on Redemptions*" and other conditions set out in this Schedule.

Notwithstanding the foregoing, the Board may, without the consent of the Investors, amend this Schedule in order to reduce or eliminate the Performance Fee and/or Management Fee with respect to one or more Share Classes, and to cure any ambiguity or as required as a result of any change in applicable law or regulation, in particular a change associated with the ELTIF Regulation and/or the ELTIF Delegated Regulation as further described under Section 8.2 of this Schedule "*Sub-Fund Specific Risk Factors – Investment*".

In addition, this Schedule may be amended by the Board in the manner and for the purposes set forth herein, without the approval of any other person in order to effect a change that is necessary or advisable, as determined by the Board in its discretion, to comply with any law, rule, regulation or directive applicable to BlackRock, its Affiliates, the Sub-Fund or the Fund.

Amendments to the Prospectus (including, for the avoidance of doubt, this Schedule), to the extent that such amendments to the Prospectus affect the Sub-Fund, will be subject to the prior approval of the CSSF.

Any amendments to the Prospectus (including, for the avoidance of doubt, this Schedule) may be made available or disclosed to Investors via any of the legally acceptable disclosure methods (the "Information Disclosure Methods"), including in a durable medium or by means of a website. A paper copy shall be delivered to Retail Investors upon request and free of charge. The Prospectus provides specific Information Disclosure Methods through which an Investor may access the amended Prospectus. No Investor will be allowed to invoke or claim the unavailability or non-disclosure of any amendments to the Prospectus if such amendments were made available or disclosed through any of the Information Disclosure Methods.

**Voting**

Each Shareholder will have one vote per Share to vote on matters relating to the Sub-Fund and, where applicable, the Fund. Where applicable, Distributors will communicate voting guidelines to Investors separately.

A Shareholder may only cast its votes uniformly, provided that the Board may, in its sole discretion, permit intermediary arrangements or feeder structures holding shares indirectly on behalf of multiple underlying Investors to split votes pursuant to voting instructions from such underlying Investors.

**Annual Reports and Half-Yearly Financial**

The Fund's fiscal year ends on 31 December. Investors will be provided with or will be given access to the Annual Report and audited financial statements of the Fund within six months from the fiscal year end, which will include

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| **Statements and other information** | information specific to the Sub-Fund, on an annual basis. A paper copy of the Annual Report shall be delivered to Retail Investors by the relevant Distributor (or such other person as may be agreed by the Board) upon request and free of charge.<br><br>Investors will also be provided with or will be given access to Fund's half-yearly report, which will include a summary of the Sub-Fund's activities, for the first half of each year within three months or as soon as is reasonably practicable after the end of the first half (i.e., 30 June) of each year and after receipt by the Fund of any information necessary for the preparation of such summary. Such summary shall include information about the composition of the portfolio of the Sub-Fund. Half-yearly report might not include the name of or otherwise identify each investment made by the Fund or the Sub-Fund. It is expected that half-yearly report will comply with IFRS.<br><br>The AIFM may limit the information provided to some or all Investors, in particular those Investors subject to any applicable freedom of information law or regulation. Reports or other information will be provided to the Investors in such manner as is indicated to the Investor, which may include, without limitation, by email or other electronic means. In addition, some or all Investors may be provided information in a non-printable/non-downloadable format.<br><br>The Fund's Annual Report prepared in accordance with the 2013 Law and the ELTIF Regulation will be made available to Investors on request, and, to the extent available, to the Investors prior to their investment in the Sub-Fund. This will be provided in such a manner as is indicated to the Investor at the time. For example, it may be dispatched directly, posted on a website, or made available through any other medium. The Annual Report will also be made available to the CSSF.<br><br>Following the Termination Date, with the consent of the Board and a Majority-in-Interest of the Investors, the Board may reduce the respective reporting obligations of the Sub-Fund as the Board deems appropriate.<br><br>In addition to the above, the Board may decide, in its sole discretion, to prepare separate annual reports and half-yearly summaries specific to the Sub-Fund. |
| **Sub-Fund Expenses** | Please see Section 2 of this Schedule "*Sub-Fund Fees and Expenses*" and Section 10 of the General Section "*Fees and Expenses*". |
| **Additional information** | The following information will be made available to Investors, as a minimum, as part of the Annual Report:<br><br>(a) the percentage of the Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature;<br><br>(b) the current risk profile of the Sub-Fund and the risk management systems employed by the AIFM to manage those risks; |

(c) the total amount of leverage employed by the Sub-Fund;

(d) in accordance with the ELTIF Regulation, to the extent applicable (i) the market value of the Shares along with the Net Asset Value per Share; and (ii) details of any material change in the value of an asset of the Sub-Fund; and

(e) in accordance with the ELTIF Regulation, (i) a cash flow statement, (ii) information on any participation in instruments involving EU budgetary funds, (iii) information on the value of the individual Qualifying Portfolio Undertakings and the value of other assets in which the Sub-Fund has invested, including the value of financial derivative instruments used; and (iv) information on the jurisdictions in which the assets of the Sub-Fund are located.

Where relevant, Investors will also be provided with information regarding changes to: (i) the maximum level of leverage which the Sub-Fund, or the AIFM on its behalf, may employ; or (ii) the rights for re-use of collateral under the Sub-Fund's leveraging arrangements; or (iii) any guarantee granted under the Sub-Fund's leveraging arrangements. This information will be made available to Investors without undue delay following the occurrence of that change, for example by way of update to the Prospectus. Where required, such change will be preceded by notification to Investors.

It is intended that Investors will be notified immediately if the Sub-Fund activates liquidity management arrangements. Investors will also be notified whenever the AIFM or its duly authorised delegates makes material changes to liquidity management systems and procedures employed in respect of the Sub-Fund.

**Additional Information to be provided by Investors**

If requested by the AIFM, each Investor (including end clients of Distributors) shall deliver to the Sub-Fund any form, instrument or information reasonably requested by the AIFM relating to such Investor. Each Investor (including end clients of Distributors) confirms that any such information, forms and/or instruments provided by such Investor pursuant to the foregoing shall be true and accurate, and undertakes that, where there is any change in any information, form or instrument previously provided such that the previously provided information, form or instrument is no longer true or accurate, it will promptly correct or update any such previously provided information, form or instrument, and agrees to indemnify the Sub-Fund from any and all penalties, damages, costs and expenses resulting from the provision of inaccurate or incomplete information, forms and/or instruments or any failure to correct or update any previously provided information, forms and/or instruments. The AIFM may be required to provide such information to regulatory and/or tax authorities, in which case the AIFM will do so to the extent required by the relevant authorities.

**Risk Factors and Conflicts of Interest**

An investment in the Sub-Fund carries with it certain risks, including without limitation the risks associated with

investments in Private Market Investments and Liquid Investments generally, illiquidity, availability and diversification of investments and conflicts of interest. For a more detailed discussion of such risks, see Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*", Section 6 of the General Section "*Investment Considerations and Risk Factors*", and Section 13 of the General Section "*Conflicts of Interest*".

## 5. CERTAIN DEFINITIONS

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| **Accumulating Share Class** | means any Share Class consisting of Accumulating Shares. |
| **Administrator** | means State Street Bank International GmbH, Luxembourg Branch. |
| **AIFM** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management of the Sub-Fund*". |
| **Applicable Client Accounts** | has the meaning given to it in Section 9 of this Schedule "*Summary of the Investment Manager's Allocation Policy*". |
| **Applicable Management Fee Rate** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee*". |
| **Associated Funds** | means any Target Fund established and managed by BlackRock or its Affiliates. |
| **BLK Clients** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC"*. |
| **BLK Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **BLK Seed Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **CFIUS** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Class X Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Class X Shares** | means one or more classes of X shares issued to Class X Investors. |
| **Class Y Minimum Holding Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Class Y Shares** | means one or more classes of Y shares issued to Class Y Investors. |
| **Confidential Information** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |

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| **Cooling-Off Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Cut-Off Time** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **Distributor** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Eligible Investment Assets** | means, within the meaning of the ELTIF Regulation, an asset which falls into one of the following categories:<br>(a) equity or quasi-equity instruments which have been:<br>(i) issued by a Qualifying Portfolio Undertaking and acquired by the Sub-Fund from that Qualifying Portfolio Undertaking or from a third party via the secondary market;<br>(ii) issued by a Qualifying Portfolio Undertaking in exchange for an equity or quasi-equity instrument previously acquired by the Sub-Fund from that Qualifying Portfolio Undertaking or from a third party via the secondary market;<br>(iii) issued by an undertaking in which a Qualifying Portfolio Undertaking holds a capital participation in exchange for an equity or quasi-equity instrument acquired by the Sub-Fund in accordance with points (i) or (ii) of this paragraph;<br>(b) debt instruments issued by a Qualifying Portfolio Undertaking;<br>(c) loans granted by the Sub-Fund to a Qualifying Portfolio Undertaking with a maturity that does not exceed the life of the Sub-Fund;<br>(d) units or shares of one or several other ELTIFs, European Venture Capital Funds (EuVECAs), European Social Entrepreneurship Funds (EuSEFs), Undertaking for Collective Investment in Transferable Securities (UCITS) and EU alternative investment funds (EU AIFs) managed by EU alternative investment fund managers provided that those ELTIFs, EuVECAs, EuSEFs, UCITS and EU AIFs invest in eligible investments as referred to in Article 9(1) and (2) of the ELTIF Regulation and have not themselves invested more than 10% of their assets in any other collective investment undertaking;<br>(e) Real Assets;<br>(f) ELTIF-Eligible STS Securitisations; and |

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| | (g) bonds issued, under Union legislation on environmentally sustainable bonds, by a Qualifying Portfolio Undertaking. |
| **Eligible Investor** | has the meaning given to it in Section 8.5 of the General Section "*Eligible Investors*". |
| **ELTIF** | means a European long-term investment fund regulated by the ELTIF Regulation. |
| **ELTIF Delegated Regulation** | means Commission Delegated Regulation (EU) 2024/2759 of 19 July 2024 supplementing Regulation (EU) 2015/760 of the European Parliament and of the Council with regard to regulatory technical standards specifying when derivatives will be used solely for hedging the risks inherent to other investments of the European long-term investment fund (ELTIF), the requirements for an ELTIF's redemption policy and liquidity management tools, the circumstances for the matching of transfer requests of units or shares of the ELTIF, certain criteria for the disposal of ELTIF assets, and certain elements of the costs disclosure. |
| **ELTIF-Eligible STS Securitisations** | means 'simple, transparent and standardised securitisations' for the purposes of the ELTIF Regulation where the underlying exposures correspond to one of the following categories:<br>(i) assets listed in Article 1, points (a)(i), (ii) or (iv), of Commission Delegated Regulation 2019/1851[6]; or<br>(ii) assets listed in Article 1, points (a)(vii) and (viii), of Delegated Regulation 2019/1851[7], provided that the proceeds from the securitisation bonds are used for financing or refinancing long-term investments. |
| **ELTIF Redemption Limit** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Employee Funds** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC*". |
| **ePrivacy Directive** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **ePrivacy Regulation** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |

[6] As of the date of this Schedule, such assets include but are not limited to: (i) certain types of residential loans, including those secured by one or more mortgages on residential immovable property, (ii) commercial loans that are secured by one or more mortgages on commercial immovable property; and (iii) credit facilities, including loans and leases, provided to any type of enterprise or corporation.

[7] As of the date of this Schedule, such assets include but are not limited to trade receivables.

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| **ESC** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC*". |
| **ESG** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **EuSEF** | means a European Social Entrepreneurship Fund regulated by Regulation (EU) No 346/2013 of the European Parliament and of the Council. |
| **EuVECA** | means a European Venture Capital Fund regulated by Regulation (EU) No 345/2013 of the European Parliament and of the Council. |
| **Exceptional Circumstances Redemption Limits** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Exceptional Circumstances** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Fair Market Value** | means the value of Investments as determined in accordance with Section 9 of the General Section "*Valuations And Net Asset Value Calculation – Valuation of the Fund's Assets"* |
| **Financial Undertaking** | means, within the meaning of the ELTIF Regulation, any of the following:<br>(a) a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council;<br>(b) an investment firm as defined in point (1) of Article 4(1) of MiFID II;<br>(c) an insurance undertaking as defined in point (1) of Article 13 of Directive 2009/138/EC of the European Parliament and of the Council;<br>(d) a reinsurance undertaking as defined in Article 13, point (4), of Directive 2009/138/EC of the European Parliament and of the Council;<br>(e) a financial holding company as defined in point (20) of Article 4(1) of Regulation (EU) No 575/2013;<br>(f) a mixed-activity holding company as defined in point (22) of Article 4(1) of Regulation (EU) No 575/2013;<br>(g) a management company as defined in point (b) of Article 2(1) of Directive 2009/65/EC; or<br>(h) an alternative investment fund manager as defined in point (b) of Article 4(1) of the AIFMD. |

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| **First Subscription Date** | means 31 March 2025, being the first date upon which Investors (other than any BLK Seed Investors) subscribed for Shares in the Sub-Fund. |
| **Fund** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – The Sub-Fund*". |
| **GDPR** | has the meaning given to it in Section 8 *"Sub-Fund Specific Risk Factors"*. |
| **General Section** | has the meaning given to it in Section 1 "*General*". |
| **German Regulated Investor** | means an Investor qualifying as a German insurance company, German *Pensionskasse* or German pension fund (including a German *Versorgungswerk*) or any other entity subject to the investment restrictions of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*) or an investment ordinance issued thereunder holding an interest as part of its guarantee assets (*Sicherungsvermoegen*) as defined in the German Insurance Supervisory Act or which are governed by the general principles set out in Section 124 of the German Insurance Supervisory Act. |
| **GIP Acquisition** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Governmental Entities** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **High Water Mark** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Indirect Transfer** | means the transfer of Shares between Eligible Investors where both the transferor and the transferee hold, or will hold, their Shares indirectly through the same financial intermediary, other type of intermediary or feeder fund arrangement. |
| **Initial Issuance Date** | means, with respect to a Share Class of the Sub-Fund, the first dealing date upon which Investors subscribe for Shares in such Share Class. |
| **Information Disclosure Methods** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Amendments"*. |
| **Investments** | means Liquid Investments and Private Market Investments. |
| **Investors** | means the Eligible Investors wishing to subscribe or subscribing directly or indirectly for Shares in the Sub-Fund, as the context requires. |

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| **Investment Committee** | means the BlackRock Alternative Portfolio Solutions Executive Investment Committee. |
| **Liquidator** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |
| **Liquid Funds** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Liquid Investments** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Liquid Securities** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Majority-in-Interest of the Investors** | means 51% or more of the Investors, excluding any BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding the BlackRock Seed Investors. |
| **Majority-in-Interest of the Shares** | means 51% or more of the Shares, excluding any Shares held by BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding any Shares held by the BlackRock Seed Investors. |
| **Management Fees** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee*". |
| **Minimum Holding Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Money Weighted Price** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Monthly Dealing Day** | means the final Business Day of each calendar month, or such other date as may be notified to the Investor by the Board or its duly authorised delegates. |
| **NAV Publication Date** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **OTC** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |

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| **Other Distributor Fees** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Performance Fee** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Performance Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Portfolio Ramp-Up Period** | means the period starting on the date of the Sub-Fund's authorisation as an ELTIF and ending on the date that is the earlier of (i) five years after the date of the Sub-Fund's authorisation as an ELTIF and (ii) half the term of the Sub-Fund. |
| **PPA** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Preferred Return** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Private Market Investments** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy".* |
| **Private Market Investments NAV** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Guidelines and Restrictions*". |
| **Professional Investor** | means an Investor which is considered to be a professional investor, or may, on request, be treated as a professional investor in accordance with annex II of MiFID II. |
| **Prospectus** | has the meaning given to it in Section 1 "*General*". |
| **Qualifying Portfolio Undertaking** | means, within the meaning of the ELTIF Regulation, a portfolio undertaking other than a collective investment undertaking that meets the following requirements:<br>(a) it is not a financial undertaking, unless:<br>(i) it is a financial undertaking that is not a financial holding company or a mixed-activity holding company; and<br>(ii) that financial undertaking has been authorised or registered more recently than five (5) years before the date of the initial investment;<br>(b) it is an undertaking which: |

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| | (i) is not admitted to trading on a regulated market or on a multilateral trading facility; or<br><br>(ii) is admitted to trading on a regulated market or on a multilateral trading facility and has a market capitalisation of no more than EUR 1,500,000,000;<br><br>(c) it is established in a Member State, or in a third country provided that the third country:<br><br>(i) is not identified as high-risk third country listed in the delegated act adopted pursuant to Article 9(2) of Directive (EU) 2015/849 of the European Parliament and of the Council; and<br><br>(ii) is not mentioned in Annex I to the Council conclusions on the revised EU list of non-cooperative jurisdictions for tax purposes. |
| **Quarter** | means each calendar quarter ending on 31 March, 30 June, 30 September and 31 December in each year. |
| **Quarterly Dealing Day** | means the last Business Day of each Quarter. |
| **Real Asset** | means, within the meaning of the ELTIF Regulation, an asset that has intrinsic value due to its substance and properties. |
| **Redemption Cut-Off Time** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Redemption of Shares*". |
| **Redemption Limits** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Redemption Request** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Redemption of Shares*". |
| **Reference NAV** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Retail Investor** | has the meaning given to it in article 2(3) of the ELTIF Regulation, being an EEA Investor that is not a Professional Investor. |
| **SEC** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Seed Facility** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |

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| **Seed Lender** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Seed Portfolio** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Shareholder** | means any person holding the Shares in the Sub-Fund and being registered as a shareholder in the register of Shares of the Sub-Fund. |
| **Share** | means shares in the capital of the Sub-Fund. |
| **Share Class** | has the meaning given to it in Section 1 "*General*". |
| **Share Class F1L Lock-up Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Sovereign Debt** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Special Majority-in-Interest of the Investors** | means 75% or more of the Investors, excluding any BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding the BlackRock Seed Investors. |
| **Subscription Fee** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Subscription Request** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **Subsequent Performance Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Suspension** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |
| **Target Funds** | means other funds in or alongside which the Sub-Fund may invest pursuant to its investment strategy. |
| **Term** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Term*". |
| **Termination Date** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Term*". |

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| **Transfer** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal*". |
| **UCITS Directive** | means Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as amended. |
| **UCITS Eligible Assets** | means those assets referred to in Article 50(1) of the UCITS Directive. |
| **Withdrawal Amount** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal*". |

## 6. SHARE CLASSES[8]

| Share Class | Currency[9] | Distributing/ Accumulating | Hedged/ Unhedged | Minimum Subscription (€)[10] | Management Fee | Performance Fee | Subscription Fee[11] |
|---|---|---|---|---|---|---|---|
| ***Standard Share Classes*** | | | | | | | |
| D | EUR | Accumulating | Unhedged | 10,000 | 1.25% | 15% | Up to 5% |
| A1 | EUR | Accumulating | Unhedged | 10,000 | 1.75% | 15% | Up to 5% |
| F1L | EUR | Accumulating | Unhedged | 25,000 | 2.10% | 15% | Up to 5% |
| B1 | EUR | Accumulating | Unhedged | 10,000 | 2.25% | 15% | Up to 5% |
| I1 | EUR | Accumulating | Unhedged | 1,000,000 | 1.25% | 15% | N/A |
| I4 | EUR | Accumulating | Unhedged | 1,000,000 | 2.00% | 15% | N/A |
| X[12] | EUR | Accumulating | Unhedged | N/A | N/A | N/A | N/A |
| Y[13] | EUR | Accumulating | Unhedged | N/A | N/A | N/A | N/A |
| ***Size Discount Share Classes*** | | | | | | | |
| A2 | EUR | Accumulating | Unhedged | 500,000 | 1.60% | 15% | Up to 5% |

[8] Certain of the Share Classes described in this table have not yet launched. The Share Classes described in this table that have not yet launched will be launched solely at the discretion of the Board.

[9] The Sub-Fund has established unhedged alternative Share Classes to the EUR Share Classes depicted above in USD, GBP, CHF, AUD, JPY and SEK. Although not depicted in the above table, Investors will have the opportunity to subscribe for USD, GBP, CHF, AUD, JPY and SEK unhedged Share Classes with the same characteristics as those set out above. For example, in addition to the A1 EUR Share Class, the Sub-Fund has also established A1 USD, A1 GBP, A1 CHF, A1 AUD, A1 JPY and A1 SEK (all unhedged) with the same terms as A1 EUR.

[10] Where Share Class is not denominated in Euro, the minimum subscription means the Euro-equivalent of such other currency.

[11] Such Subscription Fees are payable by Investors directly to their Distributors and are separate from and in addition to the subscription amount applicable for a given Share of this Schedule. The maximum Subscription Fee rate applicable to an Investor's subscription for Shares of a particular Share Class is expressed, in this table, as a one-off percentage of the amount of the subscription.

[12] Class X Shares are only available to the Class X Investors.

[13] Class Y Shares are only available to the BLK Seed Investors.

| Share Class | Currency[9] | Distributing/ Accumulating | Hedged/ Unhedged | Minimum Subscription (€)[10] | Management Fee | Performance Fee | Subscription Fee[11] |
|---|---|---|---|---|---|---|---|
| B2 | EUR | Accumulating | Unhedged | 500,000 | 2.05% | 15% | Up to 5% |
| I2 | EUR | Accumulating | Unhedged | 25,000,000 | 1.15% | 15% | N/A |
| I3 | EUR | Accumulating | Unhedged | 100,000,000 | 1.05% | 15% | N/A |
| ***Founders Share Classes*** | | | | | | | |
| ZD | EUR | Accumulating | Unhedged | 10,000 | 1.00% | 15% | Up to 5% |
| ZA1 | EUR | Accumulating | Unhedged | 10,000 | 1.50% | 15% | Up to 5% |
| ZB1 | EUR | Accumulating | Unhedged | 10,000 | 2.00% | 15% | Up to 5% |
| ZA2 | EUR | Accumulating | Unhedged | 500,000 | 1.35% | 15% | Up to 5% |
| ZB2 | EUR | Accumulating | Unhedged | 500,000 | 1.80% | 15% | Up to 5% |
| ZEIT | EUR | Accumulating | Unhedged | 10,000 | 2.50% | 15% | Up to 3% |
| ZEITU | EUR | Accumulating | Unhedged | 10,000 | 2.50% | 15% | Up to 3% |
| ZI1 | EUR | Accumulating | Unhedged | 1,000,000 | 1.00% | 15% | N/A |
| **Region/Distributor Share Classes** | | | | | | | |
| EIT | EUR | Accumulating | Unhedged | 10,000 | 2.50% | 15% | Up to 3% |
| EIT2 | EUR | Accumulating | Unhedged | 150,000 | 1.95% | 15% | Up to 3% |

## 7. SFTR - PROPORTION OF NET ASSET VALUE SUBJECT TO SFTs

*General*

Securities Financing Transactions ("SFTs") such as securities lending, repurchase transactions, total return swaps ("TRS") and contracts for difference ("CFDs") may be used by the Sub-Fund (subject to their investment objective and policy) either to help meet the investment objective of the Sub-Fund and/or as part of efficient portfolio management.

Total return swaps involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments. The Sub-Fund may enter into swaps as either the payer or receiver of payments under such swaps.

Contracts for difference are similar to swaps and may also be used by the Sub-Fund. A CFD is an agreement between a buyer and a seller stipulating that the seller will pay the buyer the difference between the current value of a security and its value when the contract is made. If the difference turns out to be negative, the buyer pays the seller.

SFTs are defined as:

(a) repurchase transaction (which means a transaction governed by an agreement by which a counterparty transfers securities, commodities, or guaranteed rights relating to title to securities or commodities where that guarantee is issued by a recognized exchange which holds the rights to the securities or commodities and the agreement does not allow a counterparty to transfer or pledge a particular security or commodity to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities or commodities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities or commodities and a reverse repurchase agreement for the counterparty buying them);

(b) securities lending and securities borrowing (which means transactions governed by an agreement by which a counterparty transfers securities, or guaranteed rights relating to title to securities where that guarantee is issued by a recognized exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them);

(c) buy-sell back transaction or sell-buy back transaction (which means transactions by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities or commodities, agreeing, respectively, to sell or to buy back securities, commodities or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities, commodities or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy-sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse-repurchase agreement); and

(d) margin lending transaction (which means a transaction in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, but not including other loans that are secured by collateral in the form of securities).

The Sub-Fund do not currently intend to use SFTs described in paragraph (b) above.

The types of assets that may be subject to SFTs, total return swaps and contracts for difference include equity securities, fixed income securities, collective investment schemes, money

market instruments and cash. Use of such assets is subject to the Sub-Fund's investment objective and policy.

*Proportions of Sub-Fund property subject to SFTs*

The maximum proportion of the Sub-Fund's net asset value that can be subject to securities lending is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to securities lending is 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to repurchase transactions is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to repurchase transactions is up to 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to total return swaps and contracts for differences is 5%. The expected proportion of the Sub-Fund's net asset value that will be subject to total return swaps and contracts for differences is up to 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to margin lending is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to margin lending is up to 0%.

In each case, the expected proportions are not limits and the actual percentages may vary over time depending on factors including, but not limited to, market conditions. The maximum proportions are limits.

*Counterparty selection and review; acceptable collateral*

Acceptable Collateral: Collateral obtained in respect of derivatives (including forward exchange) and efficient portfolio management techniques, such as repo transactions or securities lending arrangements ("Collateral"), must comply with the following criteria:

(a) liquidity: Collateral (other than cash) should be sufficiently liquid in order that it can be sold at a price that is close to its pre-sale valuation;

(b) valuation: Collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as Collateral unless suitably conservative haircuts are in place;

(c) issuer: Collateral (other than cash) may be issued by a range of issuers;

(d) correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

(e) diversification: there are no restrictions on the level of diversification required with respect to any country, market or issuer; and

(f) maturity: Collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity.

The value of Collateral obtained is marked to market on a daily basis. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the general intention of BlackRock that any Collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. In addition, BlackRock has implemented a haircut policy in respect of each class of assets received as Collateral. A haircut is a discount applied to the value of a Collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the Collateral and the price volatility of the Collateral.

*Counterparty Selection and Review*: BlackRock select from an extensive list of full service and execution-only brokers and counterparties. All prospective and existing counterparties require the approval of the CCRG, which is part of RQA.

In order for a new counterparty to be approved, a requesting portfolio manager or trader is required to submit a request to the CCRG. The CCRG will review relevant information to assess the credit-worthiness of the proposed counterparty in combination with the type and settlement and delivery mechanism of the proposed security transactions. A list of approved trading counterparties is maintained by the CCRG and reviewed on an on-going basis.

Counterparty reviews take into account the fundamental creditworthiness (ownership structure, financial strength, regulatory oversight) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities. Counterparties are monitored on an ongoing basis through the receipt of audited and interim financial statements, via alert portfolios with market data service providers, and where applicable, as part of BlackRock's internal research process. Formal renewal assessments are performed on a cyclical basis.

BlackRock select brokers based upon: (a) their ability to provide good execution quality (i.e., trading), whether on an agency or a principal basis; (b) their execution capabilities in a particular market segment; and (c) their operational quality and efficiency. BlackRock expects them to adhere to regulatory reporting obligations.

Once a counterparty is approved by the CCRG, broker selection for an individual trade is then made by the relevant dealer at the point of trade, based upon the relative importance of the relevant execution factors. For some trades, it is appropriate to enter into a competitive tender amongst a shortlist of brokers. BlackRock perform pre-trade analysis to forecast transaction cost and to guide the formation of trading strategies including selection of techniques, division between points of liquidity, timing and selection of broker. In addition, BlackRock monitors trade results on a continuous basis.

Broker selection will be based on a number of factors including, but not limited to the following:

(a) ability to execute and execution quality;

(b) ability to provide liquidity/capital;

(c) price and quote speed;

(d) operational quality and efficiency; and

(e) adherence to regulatory reporting obligations.

*Safekeeping of Collateral*: Where there is title transfer, the Collateral received should be held by the Depositary, or its agent. This is not applicable in the event that there is no title transfer in which case the Collateral will be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the Collateral.

*Returns generated by SFTs*

All returns generated from the use of repurchase transactions, total return swaps and contracts for difference will be paid to the Sub-Fund.

## 8. SUB-FUND SPECIFIC RISK FACTORS

### 8.1 The Sub-Fund

Investor Suitability. An investment in the Sub-Fund may not be suitable for an Investor. An investment in the Sub-Fund should only be considered by Investors who are able to bear the risks associated with such investment for an indefinite period of time and afford a loss of their entire investment. The Sub-Fund is only appropriate for Investors who are able to sustain a long-term and illiquid commitment. An investment in the Sub-Fund should not be considered a complete investment program. Investors are advised to seek professional advice from their investment adviser(s) on the suitability or otherwise of an investment in the Sub-Fund.

By subscribing for Shares, an Investor represents that it is familiar with and understands the terms, risks and merits of an investment in the Sub-Fund, that it has such knowledge and experience in financial and business matters generally and that it is capable of evaluating the merits and risks of an investment in the Sub-Fund. In addition, it will be required to stipulate in its Subscription Form that it has not relied upon the Sub-Fund, a placement agent or distributor, the AIFM, the Investment Manager or any of their respective affiliates for tax or legal advice, that it has relied on its own adviser(s) with respect to the tax and other legal aspects of an investment in the Shares and that it has not relied upon any information about the Sub-Fund other than the Prospectus, the Subscription Form, any supplements, and the Articles. The Subscription Form and the supplement thereto contain other representations, warranties, and covenants that Investors will be required to make, and the Sub-Fund may impose suitability requirements in addition to those listed above. The Board may waive or modify any of the Sub-Fund's suitability requirements in its discretion.

Regulatory Capital Treatment. There can be no assurance that the regulatory capital treatment of the Shares will not change. Investors are urged to consult their advisers prior to making an investment in the Sub-Fund.

No Operating History. The Sub-Fund is newly formed with no operating history upon which potential Investors may evaluate its likely performance. While the Investment Manager has experience managing investment funds, the Sub-Fund is expected to have a different portfolio of investments and, accordingly, its results are independent of the previous results obtained by other investment funds managed by the Investment Manager. Past performance of investment funds managed by the Investment Manager is not indicative of, nor does it guarantee, the Sub-Fund's performance.

Investments Unspecified. As of the date of the Prospectus, apart from the Seed Portfolio, none or only a limited number of the Sub-Fund's investments may have been identified. Investors, therefore, will be relying on the Investment Manager's ability to find and close suitable investments. Because such investments are likely to occur over a substantial period of time, the Sub-Fund is subject to the risk of adverse changes in the markets in which it invests, including economic, legal and regulatory changes.

Investors Will Not Have Any Direct Interest in Investments. The offering of Shares does not constitute a direct or indirect offering of interests in the Sub-Fund's investments. Investors will not be investors in underlying investment vehicles or equity holders in investments, will have no direct interest in investments and generally will have no voting rights in the Sub-Fund's investments or standing or recourse against any of the Sub-Fund's investments. Moreover, none of the Investors will have the right to participate in the control, management or operations of any of the Sub-Fund's investments, or have any discretion over the management of any of the Sub-Fund's investments by reason of their investment in the Sub-Fund.

Fees and Expenses. As described more fully in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund*", Investors will bear their allocable shares of expenses (including the Management Fee, the cost of service providers and organisational

expenses) of the Sub-Fund. Accordingly, gross returns, if any, will be reduced by the foregoing fees and expenses.

Performance Fee. The Performance Fee is accrued and paid based on performance of the relevant Share Class during each Performance Period and therefore an Investor subscribing for Shares part way through a Performance Period may bear their allocable portion of any Performance Fee notwithstanding that the Net Asset Value of such Share Class has not increased relative to the Net Asset Value at which the relevant Investor purchased its Shares.

Additional Reserves. Reserves may be set aside for actual or projected expenses, liabilities or other obligations, contingent or otherwise (including Management Fees and Performance Fee). These reserves generally will be invested in money market funds or other short-term, liquid investments, including, without limitation, investments managed by BlackRock or its affiliates. It is expected that these short-term, liquid investments will yield relatively low returns. As a result, Investors' returns may be reduced if amounts are retained in reserves in lieu of being distributed. Where such reserves are held in cash and placed with a financial institution, the Sub-Fund will also be exposed to counterparty credit risk relating to that institution.

Acquisition and Disposal Risk. The Sub-Fund may purchase or dispose of investments at any time subject to the terms of the Prospectus and the Articles. During periods of limited liquidity and higher price volatility, the Sub-Fund's ability to acquire or dispose of investments at a price and time that the Sub-Fund deems advantageous may be impaired.

Portfolio Liquidity. The Sub-Fund expects to acquire securities that are subject to legal or other restrictions on transfer or for which no liquid market exists, including equities and/or securities that cannot be sold except pursuant to a registration statement filed under the Securities Act, or in accordance with Rule 144 promulgated under the Securities Act. As a result, the Sub-Fund may be unable to liquidate all or a portion of its position in such securities in a timely fashion. In addition, the market prices, if any, for such securities tend to be more volatile and the Sub-Fund may not be able to realise what it perceives to be their fair value in the event of a sale.

Markets for certain types of investments have suffered periods of extreme illiquidity in the past. As a result, calculating the fair market value of the Sub-Fund's holdings may be difficult. For example, at times, certain sectors of the fixed-income markets have in the past experienced significant declines in liquidity. While such events may sometimes be attributable to changes in interest rates or other factors, the cause is not always apparent. During such periods of market illiquidity, the Sub-Fund may not be able to sell assets in its portfolio or may only be able to do so at unfavourable prices. Such "liquidity risk" could adversely impact the value of the Sub-Fund's portfolio and may be difficult or impossible to hedge against. Dispositions of investments may require a lengthy time period and, from time to time, the Sub-Fund may make distributions in kind (including of illiquid securities) to the Investors subject to the terms of the Prospectus and the Articles.

Moreover, the Sub-Fund expects to invest in securities that are not listed on a stock exchange or traded in an over-the-counter market. As a result of the absence of a public trading market for these securities, they may be less liquid than publicly traded securities. The Sub-Fund may encounter substantial delays in attempting to sell non-publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realised from these sales could be less than those originally paid by the Sub-Fund. Further, companies whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded.

The Sub-Fund has a very long life of ninety-nine (99) years (which may be extended further by up to three (3) years) and redemptions may not be permitted. An investment in the Sub-Fund is suitable only for Investors not requiring liquidity for their investment. Pursuant to the Prospectus and the Articles, Investors are restricted in their right to redeem their Shares.

Further, Investors whose Redemption Requests are satisfied will continue to be Investors of the Sub-Fund until they are fully redeemed. In addition, although the Sub-Fund's redemption terms are designed to allocate less liquid Investments fairly among withdrawing and continuing Investors, certain Investments may be less liquid than originally anticipated. An Investor's right to redemption proceeds also may be limited to the extent the assets of the Sub-Fund serve as collateral for any derivative transaction entered into by the Sub-Fund, or the Sub-Fund is otherwise unable or restricted in its ability to provide redemption proceeds (see "*Sub-Fund—Limitations on the Redemption of Shares*" below).

Uncertain Exit Strategies. Due to the illiquid nature of some of the positions which the Sub-Fund may acquire, as well as the uncertainties of the reorganisation and active management process, the AIFM and/or the Investment Manager are unable to predict with confidence what the exit strategy will ultimately be for any given position, or that one will definitely be available. Exit strategies which appear to be viable when an investment is initiated may be precluded by the time the investment is ready to be realised due to economic, legal, political or other factors.

Involuntary Sale of Shares. Pursuant to the Prospectus and the Articles, the Sub-Fund may unilaterally cause the withdrawal of an Investor upon at least five (5) Business Days' prior written notice if the Board determines that the continued participation of an Investor in the Sub-Fund may materially adversely affect the Sub-Fund, the AIFM, the Investment Manager or any of their Affiliates.

Transferability of Sub-Fund Shares**.** The Shares offered hereby have not been registered under United States federal or state securities laws and are subject to restrictions on transfer contained in such laws. The Shares are not transferable except with the prior written consent of the Board, which may be withheld in its sole and absolute discretion, subject to an Investor's entitlement to freely Transfer any portion of its Shares in the Sub-Fund as described in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal"*. In addition, any transfer of Shares will be subject to the anti-money laundering policies and procedures and other regulatory requirements applicable to the Sub-Fund, as determined by the Administrator and the AIFM. There will not be any market for the purchase or sale of Shares, and none is expected to develop.

Dilution.

The Sub-Fund will accept additional subscriptions from new or existing Shareholders from time to time. Shareholders subscribing for Shares with respect to Monthly Dealing Days subsequent to the First Subscription Date will participate in existing Investments of the Sub-Fund, therefore diluting existing Shareholders.

Determination of Share Price on Subscription. The calculation of the price of Shares may be based on estimated and unaudited data available at the time and adjustments and revisions may be made to the Net Asset Value of the Sub-Fund following the year-end audit of the Sub-Fund.

In the absence of published current redemption prices or net asset values of Investments, the AIFM may have to determine valuations in respect of such Investments. Adequate information may not always be available to the AIFM for that purpose and consequently such valuations may not accurately reflect the realisable value of the Sub-Fund's holdings.

Consequently, the value of the Sub-Fund, and hence the price of the Shares upon subscription by any Investor, may not accurately reflect the value that would have been received by the Sub-Fund had holdings of investments been realised on that same day. However, no revision to the value of a Shareholder's Shares will be made based upon audit adjustments, provided that the prices were calculated in accordance with the AIFM's valuation policy.

Suspension Risk. The Sub-Fund may in accordance with the terms of the Prospectus, the Articles and the redemption policy of the Sub-Fund, suspend redemptions (and/or the payment

of redemption proceeds in respect thereof) and/or the calculation of its Net Asset Value (each, a "Suspension"). This could be as a result of adverse economic or market conditions, or due to adverse business conditions for the Sub-Fund, the AIFM, or the Investment Manager or their respective affiliates. For example, a Suspension may occur to effect an orderly liquidation of the Sub-Fund's assets necessary to effect redemptions, when one or more investments have gated, suspended or otherwise limited redemptions (or the payment of redemption proceeds) or met redemptions in whole or in part, in kind, or due to other legal, regulatory or judicial limitations.

Limitations on the Redemption of Shares**.** As described in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*", each Investor desiring to redeem all, or a portion of its Shares generally may submit a Redemption Request. However, Investors should understand that this redemption right is significantly limited and therefore, there can be no assurance that the Sub-Fund will satisfy any Redemption Requests. The liquidity of Investments will vary depending on the investment strategy of the particular Investment, and redemptions from Investments may be delayed by, among other things, redemption or transfer restrictions applicable to, the Investments. The Investment Manager generally will have complete discretion in the selection of assets to be redeemed or liquidated. The Sub-Fund may have to delay the payment of redemption proceeds and the redeeming Investor will remain subject to investment-related risks until such time as such Investment redemptions are effected and related proceeds are received by the Sub-Fund.

For the avoidance of doubt, an Investor will remain subject to all the risks associated with an investment in the Sub-Fund until all of such Investor's Shares have been redeemed in accordance with Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*" herein. Therefore, even if a Shareholder's Redemption Request is ultimately satisfied (of which there can be no assurance), such Shareholder will remain a Shareholder, and participate in new investments and the appreciation and depreciation of, the Sub-Fund's net assets, and will indirectly bear the fees and expenses of the Sub-Fund for a significant period of time following the date on which it submitted such Redemption Request.

Payment of Redemption Proceeds to Redeeming Shareholders Based on Unaudited Data. The calculation and payment of a Shareholder's redemption proceeds may be based on estimated and unaudited data. Accordingly, adjustments and revisions may be made to the Net Asset Value of the Sub-Fund following the year-end audit of the Sub-Fund. However, once paid, no revision to a Shareholder's redemption proceeds will be made based upon audit adjustments. Thus, the Sub-Fund will not seek reimbursement in the event of any overpayment and will not pay additional amounts in the event of an underpayment. As a result, a redeeming Shareholder may be positively or negatively affected by a revision to the Sub-Fund's Net Asset Value. To the extent that such revisions to Net Asset Value decrease the Net Asset Value of the Sub-Fund, the outstanding Shares will be adversely affected by redemptions. Conversely, any increases in the Net Asset Value of the Sub-Fund resulting from such adjustments will be entirely for the benefit of the outstanding Shares. Notwithstanding the above, in the event of a material error in the determination of the Net Asset Value used to calculate redemption proceeds, the Board may, in its sole and absolute discretion, require reimbursement in the event of any overpayment and cause payment of additional amounts in the event of an underpayment.

Shareholders should be aware that the Sub-Fund intends to accrue for potential tax liabilities, including in respect of any unrealised gains on investments. Due to uncertainties regarding the amount of tax liabilities to which the Sub-Fund will ultimately be subject, including as a result of uncertainties regarding the amount of gain that will ultimately be realised, such accruals for potential tax liabilities may exceed or be less than the amount of tax liabilities that are ultimately paid by the Sub-Fund. Shareholders that redeem their Shares will bear a reduction in redemption proceeds attributable to accruals for potential tax liabilities and generally will not receive any additional amounts if such tax liabilities are not ultimately paid. Furthermore, the

Sub-Fund may be subject to tax liabilities that are attributable to unrealised gains that accrued and were allocable to other Shareholders, including as a result of a rebalancing.

Potential Impact of Redemption Requests on Investment Decisions. The Sub-Fund's investment opportunities may be limited as a result of its redemption terms (or anticipated liquidity needs). For example, the Investment Manager may advise other funds or accounts with investment objectives similar to the Sub-Fund's, but which offer different liquidity terms. Investment opportunities that may not be appropriate for the Sub-Fund may be appropriate for these other funds or accounts due to their ability to invest in underlying investments offering less frequent redemption options and/or requiring longer lock-up periods. The Sub-Fund may seek to redeem investments to reallocate Sub-Fund assets, raise redemption proceeds for redeeming Investors, repay borrowings or for other purposes. In the event that there are substantial redemptions from the Sub-Fund within a limited period of time, and the Sub-Fund satisfies these redemptions, the Investment Manager may find it difficult to adjust its investment strategies to the suddenly-reduced amount of assets under management. Such substantial redemptions may also limit the ability of the other Investors to redeem their Shares in a timely manner. Finally, a reduction in the size of the Sub-Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, imbalances in the Sub-Fund's portfolio, reductions in the Sub-Fund's ability to take advantage of particular investment increases or decreases in the ratio of the Sub-Fund's income to its expenses.

In addition, as a result of differences between redemption terms (or anticipated liquidity needs) of the Sub-Fund and of investments, the Investment Manager may be required to select investments for liquidation on the basis of the redemption terms of investments rather than other investment considerations, which may result in the remaining portfolio of investments being less diverse in terms of investment strategies, number of investments, liquidity or other investment considerations than would otherwise be the case. Moreover, redemption restrictions imposed by investments may delay or preclude portfolio adjustments the Investment Manager would otherwise implement. Investments could depreciate in value during the time a redemption is delayed and the Sub-Fund would be precluded from redeploying its capital to more advantageous investment opportunities. In addition, the redemption of the Sub-Fund from an investment could also involve expense to the Sub-Fund under the terms of the investment.

Effect of Redemptions. Where a Redemption Request is accepted, the Shares will be treated as having been redeemed with effect from the completion of the relevant settlement period irrespective of whether or not such redeeming Shareholder has been removed from the Sub-Fund's register of members or the Net Asset Value for such redemption has been determined or remitted. On and from the acceptance of a Redemption Request, Shareholders in their capacity as such will not be entitled to or be capable of exercising any rights arising under the Prospectus and the Articles with respect to Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Sub-Fund) save the right to receive the redemption proceeds (with respect to the Shares being redeemed). Such redeemed Shareholders will be creditors of the Sub-Fund with respect to the redemption proceeds. In an insolvent liquidation, redeemed Shares will rank behind ordinary creditors but ahead of non-redeemed Shares.

Redemptions May Have a Material Adverse Effect on the Sub-Fund and Non-Redeeming Shareholders. In connection with the redemption of Shares by Shareholders, the Sub-Fund may use any amounts received from subscriptions to redeem any Shares with respect to which a Redemption Request has been submitted and remains unsatisfied (and has not been withdrawn or cancelled) before using such amounts for any other purpose. As a result, the amount of such new subscriptions that will be available to be used by the Sub-Fund to make additional investments or to satisfy expenses will be reduced and it is possible that, as a result of such reduction, no such subscriptions will be available to make additional investments or to satisfy expenses. Similarly, to the extent that the Board determines to treat liquid investments

as available to satisfy Redemption Requests, such amounts will also not be available to be used with respect to the Sub-Fund to make additional investments or to pay expenses. Therefore, the Sub-Fund permitting redemptions of Shares as contemplated under Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*": (i) may result in the Sub-Fund being unable to take advantage of potential investment opportunities, (ii) will result in the Sub-Fund becoming less diversified and being less liquid and (iii) will result in the remaining Shareholders bearing a higher percentage of the Sub-Fund's expenses. In addition, any redemptions may have the effect of concentrating the ownership of the remaining Shareholders in existing and future investments, which may have legal, tax or regulatory implications, and redemptions may otherwise give rise to adverse legal, tax or regulatory considerations for the remaining Shareholders. Thus, the redemption of Shares may have a material adverse effect on the Sub-Fund and on non-redeeming Shareholders.

Access to Information and Effect on Redemptions. In response to questions and requests, pursuant to and/or in connection with due diligence meetings and other communications, the Sub-Fund, the Investment Manager and/or the AIFM may provide additional information to certain Investors and prospective Investors that is not distributed to other Investors and prospective Investors. Such information may affect a prospective Investor's decision to invest in the Sub-Fund, and Investors (which may include BlackRock, its Affiliates or their respective personnel) may be able to act on such additional information and redeem their Shares potentially at higher values than other Investors. Each Investor or prospective Investor is responsible for asking such questions as it believes are necessary in order to make its own investment decisions, must decide for itself whether the limited information provided by the Sub-Fund, the Investment Manager and/or the AIFM is sufficient for its needs and must accept the foregoing risks.

Disposition of Investments. In connection with the disposition of an investment, the Sub-Fund may be required to make representations about the business and financial affairs of the relevant investment typical of those made in connection with the sale of any security or business. The Sub-Fund may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate or misleading. These arrangements may result in contingent liabilities, which may ultimately have to be funded by the Sub-Fund.

Cross Trades. In certain cases, investments that the Investment Manager may wish to dispose of or redeem may be appropriate investments for one or more other investment funds or accounts managed by the Investment Manager. Rather than disposing of or redeeming the Sub-Fund's interests in such investments, the Investment Manager may attempt to transfer such interests to one or more investment funds or accounts managed by the Investment Manager. Any such transfer generally would be effected at a price equal to the sale or redemption price that the Sub-Fund otherwise would have received in respect of such investment upon its sale or redemption. The Sub-Fund may also acquire interests in investments in a similar manner.

Distributions. The Sub-Fund is not expected to make distributions with respect to capital or income received by the Sub-Fund to any Share Class.

Distributions in Kind. Under certain limited circumstances, potentially including for redemptions, distributions in kind of the Sub-Fund's investments for which market quotations are not readily available may be made. If distributions are made of property other than cash, the amount of any such in kind distribution will be valued by the AIFM as more fully described in the Prospectus and the Articles. Upon commencement of dissolution of the Sub-Fund, the Sub-Fund's investments may be distributed in kind. Interests in investments that are distributed in kind may be subject to significant restrictions on transfer or resale, or otherwise may be difficult to liquidate. Widespread holding of the Sub-Fund's investments, particularly of private illiquid securities, may entail a significant administrative burden. In addition, the direct holding of certain investments may subject the holder to suit or taxes in states in which such

investments are located. In connection with a distribution in kind, the Sub-Fund may distribute cash to certain Investors and other property or in kind securities to other Investors, including as necessary or advisable to address legal, accounting, business, tax, regulatory or other considerations or restrictions. After a distribution of securities is made to the Investors, many Investors may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by Investors may be lower than the value of such securities determined pursuant to the Prospectus and the Articles, including the value used to determine the amount of Performance Fee with respect to such investment.

Effects of Sub-Fund Liquidation. In the event that the Sub-Fund is put into liquidation, the timing of distributions in liquidation will be based in large part on the Sub-Fund's ability to dispose of its investments. Since certain investments may be difficult to dispose of at various times, Investors may not receive final liquidating distributions for a significant period of time following a determination to dissolve the Sub-Fund, potentially several years. During such times, the Investors will continue to be exposed to the risks associated with holding Shares and the value of the Shares remaining outstanding will continue to fluctuate with the value of the investments. The Investors will also be subject to continued payment of Management Fees and the Performance Fee, as applicable.

The Sub-Fund would not expect, and will not be required, to comply with the investment guidelines described in the Prospectus during any liquidation of its investment portfolio. In addition, the timing of liquidating distributions will be based in large part on the Sub-Fund's ability to withdraw from investments. Since certain investments may impose significant restrictions on withdrawal (including without limitation, minimum holding periods, infrequent withdrawal dates, holdbacks and the segregation of assets by the investments through the use of side-pockets), and other investments may have suspended, delayed or otherwise limited redemptions, Investors may not receive final liquidating distributions for a significant period of time following a determination to wind up the Sub-Fund, potentially several years. During such time, the Investors will continue to be exposed to the risks associated with holding Shares and the value of the Shares remaining outstanding will continue to fluctuate with the value of the Sub-Fund's investments. In addition to the liquidation of the Sub-Fund, the risks described above will also apply if the Investment Manager determines, in its sole discretion, to cease the Sub-Fund's operations, and the Sub-Fund compulsorily redeems all Investors.

In the event of a redemption of all or substantially all outstanding Shares of the Sub-Fund (including, without limitation, following a decision by the Board that the Sub-Fund cease operations), distributions in respect of such required redemptions, which may be made in multiple payments and in cash or in kind, will be made to Investors as determined by the Board in its reasonable and good faith discretion after proceeds are received from the disposition of the Sub-Fund's investments. Such distributions may be delayed by, among other things, minimum holding periods and redemption or transfer restrictions applicable to the Sub-Fund's investments, and Investors will continue to be subject to market risk until such investments are disposed of by the Sub-Fund. In addition, such distributions will be subject to the discretion of the Sub-Fund to provide reserves for expenses, liabilities and contingencies of the Sub-Fund, even if such reserves are not required by the relevant accounting standards, and the final distribution in respect of such required redemptions may not be made until completion of an audit of the Sub-Fund.

Similarly, the Board may have rights to compulsorily redeem any or all of a Sub-Fund's interest in an investment that may be similar to or different than those described above.

Duration of Liquidation. Following the dissolution of the Sub-Fund, the Sub-Fund may continue to hold investments until such time as the Board or a liquidating agent or other representative as appointed in accordance with the terms of the Prospectus or the Articles (the "Liquidator"), in its sole discretion, determines is appropriate (including to maximise gains or minimise losses), and the Liquidator shall have the full right and unlimited discretion to determine, in its

sole discretion, the time, manner and terms of any sale or sales of Sub-Fund property. For the avoidance of doubt, the Liquidator is not obligated to cause the Sub-Fund to distribute Sub-Fund property in kind, and the Sub-Fund may continue to hold investments for an extended period following the dissolution of the Sub-Fund.

Protection of Confidentiality. Subject to the exceptions set forth in the Prospectus and the Articles, including exceptions with respect to tax-related matters as described in the Prospectus and the Articles and disclosures to authorised representatives, Investors will be required to keep confidential any information relating to the Fund and Sub-Fund and its affairs, including the identities of the other Investors, all offering materials used in connection with the marketing and private placement of Shares in the Sub-Fund, all books and records of the Fund and Sub-Fund, any information or matter related to the Sub-Fund's investments and any communications from the Board, the AIFM or the Investment Manager. To protect the sensitive nature of this information, the Board, the AIFM and/or the Investment Manager may, to the maximum extent permitted by applicable law, keep confidential from any Investor any information the disclosure of which (i) may be required pursuant to the Freedom of Information Act, 5 U.S.C. § 552, or any comparable law or regulation, whether currently in force or enacted in the future, (ii) the Board believes that any such disclosure is not in the best interest of the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates, or is otherwise adverse to the interests of the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates, including as a result of such disclosure preventing the Sub-Fund from investing in an investment or in other investments sponsored by the same sponsor or (iii) the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates is required by law or by an agreement with any person to keep confidential the information that would otherwise be disclosed to the Investor. With respect to any Investor that is subject to, or believes that it is subject to, any "freedom of information", "sunshine" or other law, rule or regulation that imposes upon such Investor an obligation to make certain information available to the public, the Sub-Fund will request confidential treatment, to the maximum extent permitted under such law, rule or regulation, of all confidential information. Each Investor will agree not to release any confidential information pursuant to any law, rule or regulation, including any "freedom of information", "sunshine" or similar law, without, to the maximum extent permitted by applicable law, first giving the Board at least 30 days' notice and providing the Board with its reasonable cooperation in contesting, eliminating or otherwise mitigating the obligation to make such release. Investors generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the Sub-Fund succeeds in asserting confidentiality for requested documents and other materials, and BlackRock reserves the right to withhold certain information from Investors subject to such laws for reasons relating to BlackRock's public reputation, business strategy or other reasons. For the avoidance of doubt, nothing in the Prospectus and the Articles, or in any related document prevents an individual from communicating directly with a regulatory or law enforcement authority about any possible violation of law or regulation.

Disclosure of Information. Subject to the terms of the Prospectus and the Articles, the Sub-Fund, the AIFM, the Investment Manager and/or their respective affiliates and/or service providers or agents of the Sub-Fund, the AIFM or the Investment Manager may from time to time be required or may, in their sole discretion, determine that it is advisable to disclose certain information about the Fund, the Sub-Fund and the Investors, including investments held by the Sub-Fund and the names and level of beneficial ownership of Investors ("Confidential Information"), to (i) regulatory and/or taxing authorities of jurisdictions which have or assert jurisdiction over the disclosing party or in which the Sub-Fund directly or indirectly invests and/or (ii) any counterparty of or service provider to the Fund, the Sub-Fund, the AIFM or the Investment Manager. Furthermore, certain Investors may be required by law or otherwise to disclose Confidential Information. By virtue of signing the Subscription Form, each Investor will have consented to any such disclosures relating to such Investor. Such disclosures may affect the ability of the Sub-Fund to realise its investments, may affect the price that the Sub-Fund is

able to obtain upon any subsequent realisation or may otherwise adversely affect the Sub-Fund.

Electronic Delivery of Certain Documents. The Investors will be deemed to consent to electronic delivery or posting to a website or other service of: (i) any notices or communications required or contemplated to be delivered to the Investors by the Sub-Fund, the AIFM, the Investment Manager, or any of their respective affiliates, pursuant to applicable law or regulation; (ii) certain tax-related information and documents; and (iii) notices, requests, demands, consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to the Investors under the Prospectus, the Articles or under any other documents. There are certain costs and possible risks associated with electronic delivery. Moreover, the Sub-Fund, the AIFM, the Investment Manager, or any of their respective affiliates cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems or malfunctions resulting from the use of such communication methods. See also Section 6 of the General Section "*Investment Considerations and Risk Factors—Management—Information Technology Systems*" and "*Investment Considerations and Risk Factors—Management—Cyber Security*".

Mail. Mail addressed to the Fund or Sub-Fund and received at their registered office will be forwarded unopened to the forwarding address supplied by the Fund and Sub-Fund to be dealt with. None of the Fund, the Sub-Fund or any of the Fund's directors, officers, advisors or service providers will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address.

Adequacy and Availability of Insurance. While the Sub-Fund may seek to make investments where insurance and other risk management products are, to the extent available on commercially reasonable terms, utilised to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, such coverage may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and any insurance proceeds from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or any necessary replacement or rehabilitation, as applicable. Certain losses of a catastrophic nature (i.e., those caused by force majeure events) may be either uninsurable or insurable at such high rates as to adversely impact the Sub-Fund's profitability if such insurance were obtained.

Sovereign Immunity. The Articles and the Subscription Form relating to the Sub-Fund are governed by the laws of the Grandy Duchy of Luxembourg and provide for disputes to be determined by the courts of Luxembourg.

The Sub-Fund is an international sub-fund, and the Board may decide to admit Investors to the Sub-Fund notwithstanding that they may be established and based outside of the country in which the Articles and the Subscription Form are governed or in which disputes relating thereto are to be held. Investors may have either no assets or only limited assets in such country. Further, Investors admitted to the Sub-Fund may enjoy sovereign or other immunities and privileges under the law of the country in which the Articles and the Subscription Form are governed or in which disputes relating thereto are to be held or may claim to be restricted in their ability to submit to the jurisdiction of particular courts and tribunals, including those designated in the Articles and the Subscription Form. These factors may make it substantially more difficult for the Board or other parties to enforce the contractual obligations of an Investor in the Sub-Fund, if necessary, by obtaining a judgment or arbitration award and by enforcing that judgment or award against the Investor's assets.

Absence of US Regulatory Oversight. The offering and sale of Shares will be exempt from registration under the laws described below. Accordingly, the Sub-Fund's governing

documents have not been filed with, or reviewed by, the U.S. Securities and Exchange Commission ("SEC"), the CFTC or any other U.S. regulatory authority.

The Investment Manager is currently a member of the National Futures Association and is registered with the CFTC as a CPO and a commodity trading advisor, as defined by the CFTC. The CFTC regulations may, where applicable, provide certain protections to investors by imposing certain disclosure, reporting and recordkeeping obligations on CPOs. However, the Investment Manager or an Affiliate, with respect to the Sub-Fund, may claim an exemption from the obligations of a registered CPO pursuant to CFTC Rule 4.13(a)(3) and, accordingly, is not expected to be subject to certain regulatory requirements with respect to the Sub-Fund (which are intended to provide certain regulatory safeguards to investors) that would otherwise be applicable absent such an exemption. For example, the Investment Manager or such Affiliate is not expected to be required to deliver to Shareholders certified annual reports and a disclosure document that are otherwise required to be delivered pursuant to the CFTC regulations. Such materials would contain certain disclosures required thereby that may not be included herein or in the reports to be provided to the Shareholders by the Sub-Fund. An exemption under CFTC Rule 4.13(a)(3) is available to operators of pools (i) whose participants are limited to "accredited investors" as defined in Rule 501 of Regulation D under the Securities Act and "qualified eligible persons" as defined in CFTC Rule 4.7 and (ii) who engage in a limited amount of commodity interest transactions, among other things. As a result of the limitation on commodity interest transactions, the Sub-Fund's performance may be adversely affected. Each purchaser of Shares may be required to represent that it is a "qualified eligible person" (as defined in Rule 4.7 promulgated under the CFTC regulations). Generally, a "qualified purchaser" under the Investment Company Act is a "qualified eligible person" under the Commodity Exchange Act.

The Investment Manager is registered as an investment adviser under the Advisers Act and is consequently subject to the recordkeeping, disclosure and other fiduciary obligations specified in the Advisers Act.

Effect of Speculative Position Limits. In regulated industries and in certain markets, and in certain futures and derivative transactions, there may be limits on the aggregate amount of investment by affiliated investors that may not be exceeded without a regulatory filing, the grant of an exemption or other regulatory or corporate consent. For example, the CFTC, the U.S. commodities exchanges and certain non-U.S. exchanges have established limits referred to as "speculative position limits" or "position limits" on the maximum net long or net short (or, for some commodities, the gross) positions which any person or group of persons may own, hold or control in certain futures or options on futures contracts, and such rules generally require aggregation of the positions owned, held or controlled by related entities. Any such limits may prevent the Sub-Fund from acquiring positions that might otherwise have been desirable or profitable. Under certain circumstances, the Investment Manager may restrict a purchase or sale of securities, derivative instruments, or other assets on behalf of accounts (including the Sub-Fund) in anticipation of a future conflict that may arise if such purchase or sale would be made. Any such determination will take into consideration the interests of the relevant accounts, the circumstances that would give rise to the future conflict and applicable laws. Such determination will be made on a case by case basis.

In addition, pursuant to the Dodd-Frank Act, the CFTC has adopted position limit rules for futures contracts on 25 agricultural, energy and metal commodities, along with certain linked futures and options on futures contracts, as well as economically equivalent swaps. Such rules and any additional rules or rule amendments adopted by the CFTC in the future may hinder the Sub-Fund's ability to trade such products and could have a material adverse effect on the Sub-Fund.

The CFTC has also adopted rules and rule amendments that add certain exemptions from aggregation (certain aspects of which are currently subject to CFTC staff no-action relief), but which incorporate aggregation criteria which are more restrictive in some respects than prior

rules. These rules and rule amendments require, among other things, that a trader aggregate its positions in all pools or accounts that have substantially identical trading strategies. This requirement applies if a person holds positions in more than one account or pool with substantially identical trading strategies, or controls the trading of such positions without directly holding them, notwithstanding the availability of any exemption. Each Investor is responsible for complying with this requirement in connection with its investment in the Sub-Fund and any of its other investments and should consult with its own legal advisors with regard to this requirement.

New Issue Investments. FINRA rules regulate securities firms' activities related to the sale of "new issues" (as defined under applicable FINRA rules) to investment funds if "restricted" persons (generally, people engaged in the securities industry) or executive officers or directors (or persons supported by executive officers or directors) of certain companies hold beneficial interests in the Sub-Fund. As a result, to comply with the FINRA rules the Sub-Fund may, in the Investment Manager's sole and absolute discretion, elect not to participate in new issues.

Borrowing and Leverage. Subject to certain limitations set forth in the Prospectus and the Articles, the Sub-Fund may, from time to time, directly or indirectly, borrow or otherwise incur, guarantee and/or secure indebtedness, or provide other forms of credit support, at the level of the Sub-Fund, at a subsidiary of the Sub-Fund or at another entity through which the Sub-Fund invests on a secured or unsecured basis for any purpose permitted by the Prospectus, including (i) for investment purposes and funding acquisitions in anticipation of receiving further subscriptions; (ii) meeting redemption requests; (iii) funding any shortfall occasioned by an investor having defaulted on the settlement of its subscription; (iv) paying expenses in order to avoid forced, unplanned sales of portfolio securities, (v) bridge financing, (vi) to fund expense disbursements when liquid funds are not readily available and (vii) for hedging purposes and/or otherwise in connection with the use of swaps, options, futures contracts, forward contracts and other derivative instruments. As described below, failure to satisfy the terms of indebtedness incurred by the Sub-Fund or any such subsidiary (or any entity through which the Sub-Fund invests) can have negative consequences, including forced liquidation of investments in order to satisfy the borrower's obligations. Indebtedness may be secured by the assets of the Sub-Fund including without limitation, the Sub-Fund's bank accounts and investments. In addition, the Investment Manager intends to evaluate whether it is prudent and appropriate to incur leverage and there can be no assurance that leverage will be incurred given that adverse economic factors, such as a significant rise in interest rates or worsening of other available financing terms (including the maximum available advance rates in respect of the Fund's portfolio of investments), may cause the Investment Manager, in its discretion, to elect not to incur such leverage. There is also no assurance that leverage will be incurred. The Sub-Fund may generate leverage by its use of derivatives in accordance with the Sub-Fund's investment objective and investment strategy. Forward hedging permits the use of leverage, and accordingly, a relatively small movement in currency rates may result in a change in the value of the forward contract. The use of leverage in this manner may increase or decrease the volatility of the Sub-Fund and its sensitivity to changes in currency rates.

The extent to which the Sub-Fund or a subsidiary (or an entity through which the Sub-Fund invests) uses leverage and the applicable terms of such leverage may have important consequences to the Investors, including, but not limited to, the following: (a) greater fluctuations in the net assets of the Sub-Fund, (b) use of cash flow (including subscriptions) for debt service and related costs and expenses, rather than for additional investments, distributions or other purposes, (c) increased interest expense if interest rate levels were to increase, (d) in certain circumstances, the Sub-Fund being required to dispose of investments prematurely or at a loss or otherwise on unattractive terms in order to service the Sub-Fund's debt obligations, and (e) limitation on the flexibility of the Sub-Fund to make distributions to its Investors or sell assets that are pledged or charged to secure the indebtedness. There can be no assurance that the Sub-Fund will have sufficient cash flow to meet its debt service obligations. As a result, the Sub-Fund's exposure to losses may be increased due to the

illiquidity of its investments generally. In addition, while gains made with borrowed funds generally would cause the Sub-Fund's value to increase faster than without borrowed funds, losses incurred with borrowed funds would cause the Sub-Fund's value to decrease faster and more significantly than without the use of borrowed funds. Further, Investors may be obligated to subordinate any rights or claims they have against the Sub-Fund to the rights and claims of lenders. Credit facilities may impose certain restrictions on the operations of the Sub-Fund, including prohibiting or deferring distributions to Investors under certain circumstances.

While the Sub-Fund is subject to certain limits on borrowings as set forth in the Prospectus and the Articles, investment holding companies and/or special purpose entities formed by the Sub-Fund to hold investments (i.e., asset level vehicles) may engage in borrowings and incur leverage, which will not count towards any caps on borrowings and guarantees on the Fund, as contained in the Prospectus and the Articles. This is the case even if such borrowings or leverage by entities owned by the Fund engage in joint borrowings and/or are cross-collateralised with or among other such entities, such that multiple investments secure, and are at risk with respect to, a borrowing in connection with a single investment (even if the amounts involved are greater than the single investment diversification limit set forth in the Prospectus and the Articles).

It is expected that interest will accrue on any such outstanding borrowings at a rate lower than the preferred return, which does not accrue on such borrowings and will begin accruing when capital contributions to fund such investments, or to repay borrowings used to fund such investments, are actually made to the Sub-Fund. As a result, the use of a credit facility with respect to investments and ongoing capital needs may reduce or eliminate the preferred return received by the Investors and accelerate or increase distributions of carried interest. Furthermore, calculations of invested capital for purposes of determining Management Fees will include any borrowings used to fund such investments. Because the preferred return does not accrue on such outstanding borrowings, the Board has an incentive to cause the Sub-Fund to borrow in this manner in lieu of receiving subscriptions and, in view of the fact that the Management Fee payable by the Sub-Fund is the same whether investments are funded with capital contributions or Sub-Fund borrowings, the Board may benefit from operating the Sub-Fund in this manner. As a general matter, use of leverage in lieu of receiving subscriptions amplifies returns (either negative or positive) to Investors.

The Sub-Fund may need to refinance its outstanding debt as it matures and financing obtained at the time of investment may not be available for the life of the asset. Additionally, the Management Fee will be calculated on the Net Asset Value, which may include any amount funded by borrowings or other indebtedness. A decrease in the market value of the investments would increase the effective amount of leverage and could result in the possibility of a violation of certain financial covenants pursuant to which the Sub-Fund must either repay all or a portion of such leverage, which could cause foreclosure or forced liquidation of the pledged or charged assets.

The Board has the right, at its option, to cause the Sub-Fund and any other entity established as part of the Sub-Fund to incur indebtedness or leverage or provide other forms of credit support either individually or on a joint and several basis and accordingly leverage may be incurred jointly with other vehicles. In such circumstances, indebtedness may be structured in a way that (i) the individual vehicles (including the Sub-Fund) are jointly and/or severally responsible (including on a cross-guaranteed or cross-collateralised basis and/or through the provision of other credit support) for the repayment (directly or indirectly) of indebtedness and/or (ii) the assets of any vehicle (including the Sub-Fund) are pledged or charged to secure indebtedness obtained for the benefit of one or more other vehicles (or third party sponsors). In certain circumstances, any vehicle (including the Sub-Fund) may provide credit support as described in this paragraph with respect to an obligation of one or more other vehicles even if such other vehicles do not provide similar credit support in connection with such leverage and no compensation is paid for providing such credit support. Investments may also be cross-collateralised or cross-defaulted, such that multiple investments may be subject to the risk of

loss. As a result, the Sub-Fund could lose its interests in performing investments in the event such investments are cross-collateralised or cross-defaulted with poorly performing or nonperforming investments.

Seed Facility. The Sub-Fund or its subsidiaries may enter into a Seed Facility prior to, on or following the First Subscription Date in order for the Sub-Fund to acquire the Seed Portfolio. Any such Seed Facility may be entered into with BlackRock or one of its Affiliates. In such circumstances, the Seed Lender under any Seed Facility may therefore be an Affiliate of the AIFM and the Investment Manager. Whilst BlackRock considers that such a Seed Facility will generally contain customary market terms, including, but not limited to, the interest payable by the Sub-Fund on borrowings drawn down pursuant to the Seed Facility, such arrangements could give rise to a conflict of interest between the Sub-Fund in entering into the Seed Facility and the affiliated Seed Lender and in the negotiation and agreement of the terms of such Seed Facility. In addition, the Seed Lender will have different interests and priorities which may conflict with those of the Sub-Fund and the Investors, in particular its interest in receiving interest and other fees under the Seed Facility, along with repayment of all amounts outstanding. The Seed Lender may, in certain circumstances, pursue or enforce rights or take other actions with respect to the Sub-Fund.

Financing Risks. The economic performance of investments generally assumes financial leverage and structuring, which introduces potential risks regarding such assumptions and of potential refinancing. There is a risk that the current availability of debt providers, tax equity investors or other sources of finance will not continue in the future. Further, there is a risk that while such financing partners may be available, they will not participate at spreads or levels as have been assumed. Finally, in certain instances the financing obtained at the time of investment may not be available for the life of the asset. For example, if leverage with respect to an investment must be repaid, the investments may not be able to obtain new leverage to repay such leverage or, if it is able to obtain such new leverage, it may not be able to obtain it on terms that are as favourable as those it obtained with respect to the prior leverage (including with respect to the maximum advance rates available in respect of the Sub-Fund's investments). Therefore, there is a risk that, in the future, the financing market may materially change and impact the return on the Sub-Fund's investments.

Additional Different Terms. The Sub-Fund has established and may in the future establish classes of Shares that are subject to terms that are different than those to which the Shares held by any given Shareholder are subject, including, without limitation, classes of Shares that are subject to different liquidity terms than other classes of Shares. The Sub-Fund may also in the future establish classes of Shares that are subject to terms that are different than those to which the Shares offered pursuant to this Prospectus are subject for prospective Shareholders. The terms of such Shares may permit their holders to redeem more frequently or on less notice than is permitted for the Shares offered pursuant to this Prospectus. Redemptions by holders of such Share Classes could have an adverse impact on the value of the other Shareholders' Shares and could result in the Sub-Fund being required to liquidate their assets at a time when it is not considered by the AIFM or Investment Manager to be an optimal time to do so, which could have a material adverse effect on the Sub-Fund's portfolio. In addition, holders of Share Classes with more frequent liquidity may possess information relating to the Sub-Fund at a time that they are permitted to submit a redemption request. Shareholders holding Share Classes with less frequent liquidity may also possess such information, but are unable to submit redemption requests at such time (unlike holders of classes of Shares with more frequent liquidity). As a result, Shareholders holding classes of Shares with less frequent liquidity may be harmed by substantial redemptions by Shareholders holding classes of Shares with more frequent liquidity. In addition, given the High Water Mark for each Share Class begins on the date of the launch of such Share Class, a Share Class launched subsequent to another Share Class may provide the Investment Manager with the opportunity to receive the Performance Fee in a shorter time frame than the Share Classes launched at such earlier date.

Uncertainty of Estimates. Given the various factors affecting estimates regarding the Sub-Fund's Net Asset Value, Investors should note that any estimates as to the size of the Sub-Fund, the Sub-Fund's Net Asset Value or similar are complex and require significant decisions and assumptions, and such estimates are subject to wide variances based on changes in the decisions and assumptions upon which they are based. Accordingly, it is possible for such estimates to be significantly revised from time to time and any estimate as to the size of the Sub-Fund, the Sub-Fund's Net Asset Value or similar in this Schedule should not be relied upon by investors. In particular, the fees and expenses set out in Section 2 of this Schedule are based upon, among other things, such estimates of the size of the Sub-Fund, the Sub-Fund's Net Asset Value and similar measurements, and therefore may not accurately reflect the actual fees and expenses which each Investor will be required to bear.

**8.2 Investment**

Investment and Trading Risks. All investments in securities and other financial instruments risk the loss, including the complete loss, of capital. The Sub-Fund's investment program may utilise investment techniques with significant risk characteristics, including risks arising from leverage, margin transactions, short sales, swaps, options on securities and forward contracts, volatility of the credit, fixed income, equity, commodity, currency and other financial markets, the risk of loss from counterparty defaults and the risks of borrowing or in relation to the incurrence of indebtedness, including for purposes of making investments, and risks associated with making investments outside developed markets. These investment techniques may, in certain circumstances, increase the adverse impact to which the Sub-Fund may be subject.

Investment Strategy and Allocation. The Sub-Fund has established certain investment criteria and allocation targets as described in its investment guidelines. These investment criteria and allocation targets are intended to provide Investors with an understanding of the Sub-Fund's current investment strategy. However, due to a variety of factors, including prevailing market conditions and available opportunities, these criteria and/or targets may not be met, may change or may be exceeded. This may be the case, for example, due to the uncertainty of appropriate investment opportunities in the future. Investors should understand that any targets of the Sub-Fund (other than those prescribed by regulation) are not strict policies that BlackRock will necessarily follow and that BlackRock has complete flexibility to invest the Sub-Fund's assets as it sees fit under then prevailing circumstances.

Limitations on Potential Investments. The Sub-Fund's investment restrictions may restrict the universe of investments that the Investment Manager may select for the Sub-Fund and may prevent the Investment Manager from selecting certain investments for the Sub-Fund that would otherwise have been selected. Other Client Accounts may have similar investment objectives to that of the Sub-Fund and may invest in potential investments that the Sub-Fund's investment restrictions may restrict. The investment performance of the Sub-Fund and any such Client Accounts may vary significantly as a result of different investments and/or different investment allocations made by the Sub-Fund because of the Sub-Fund's investment restrictions. See Section 4 "*Summary of Principal Terms of the and Conditions of the Offering*".

Inflation. The U.S., the UK, the EU and other developed economies have been experiencing, starting early 2022, higher-than-normal inflation rates. It remains uncertain whether substantial inflation in such economies will be sustained over an extended period of time or have a significant effect on the impacted economies. Inflation and rapid fluctuations in inflation rates have had in the past, and may in the future have, negative effects on economies and financial markets. Certain portfolio companies may be impacted by inflation, such as current inflation related to global supply chain disruptions, and to geopolitical uncertainties resulting from the Russian invasion of Ukraine, and NATO's and the international community response thereto. Recent inflationary pressures have increased the cost of energy and raw materials and may adversely affect consumer spending, economic growth and operations of portfolio companies. If portfolio companies are unable to pass any increases in their costs along to their customers,

it could adversely affect their results and impact their profitability. In addition, any projected future decreases in portfolio companies' operating results due to inflation could adversely impact the fair value of those investments. Any decreases in the fair value of the Sub-Fund's investments could result in future realised or unrealised losses and therefore reduce the Sub-Fund's net assets and/or investment returns. There can be no assurance that inflation will not have an adverse impact on the Sub-Fund's returns.

Inflation Rate Risk. The Sub-Fund and the entities in which it will directly or indirectly invest may invest in countries that have experienced substantial rates of inflation in recent years. If the inflation rate changes, the net cash flows arising at the investment level may be adversely affected. Inflation and rapid fluctuations in inflation rates have had, and may in the future have, negative effects on the economies and securities markets of certain economies. There can be no assurance that inflation will not become a problem in the future and have an adverse impact on the Sub-Fund, and the entities in which it directly or indirectly invests, investing in these countries or the returns from such investments.

Interest Rate Risks. General interest rate fluctuations may have a substantive negative impact on the investments and the Sub-Fund's investment opportunities. Changes in interest rates may adversely affect the value or profitability of the assets of the Sub-Fund, as a result of, inter alia, internal pressure on cash flows of portfolio companies in which the Sub-Fund has made investments, especially those with significant additional debt liabilities. In addition, changes in the general level of interest rates may impact the Sub-Fund's rate of return by affecting the spread between, among other things, the income on its assets and the expense of any of its interest-bearing liabilities and accordingly may have an adverse effect on the Sub-Fund's investment objectives. An increase in interest rates would make it more expensive to utilise leverage in making investments.

Interest rate changes may affect the value of the assets of the Sub-Fund indirectly (in particular with respect to fixed rate instruments) and directly (in particular with respect to instruments whose rates are adjustable). For example, the value of fixed-rate debt and preferred stock securities can be expected to vary inversely with changes in prevailing interest rates.

Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Adjustable interest rate instruments also react to interest rate changes in a similar manner, although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). During periods of rising interest rates, the average life of certain fixed rate debt and preferred stock securities is extended because of slower than expected principal payments. This may lock-in a below-market interest rate and extend the duration of these securities, especially mortgage related securities, making them more sensitive to changes in interest rates. As a result, in a period of rising interest rates, these securities may exhibit additional volatility and additional loss in value. For other investments, a rise in interest rates could trigger a prepayment of the principal investment by the borrower prior to the investment's maturity.

Interest rates are highly sensitive to many factors beyond the control of the Sub-Fund or the Investment Manager, including, but not limited to, governmental, monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits and regulatory requirements.

To the extent the European Central Bank's, the U.S. Federal Reserve System's, or other central banks' deposit rate from time to time results in a bank incurring negative deposit rates as a result of maintaining any accounts on the Sub-Fund's behalf, the Sub-Fund will be required to reimburse such bank in an amount equal to the chargeable interest incurred on such accounts as a result of such negative deposit rates. Any such payments may have a negative impact on the amounts available to the Sub-Fund to distribute to Shareholders. Currently, interest rates are generally rising, and such increases may have an adverse impact

on the performance of the Sub-Fund. However, the performance of the Sub-Fund may also be affected adversely by a fall in interest rates.

Foreign Exchange Risk. Changes in foreign currency exchange rates may affect the value of investments. Currencies of certain countries may be volatile and therefore may affect the value of investments denominated in such currencies, which means that the Net Asset Value of the Sub-Fund could decline as a result of changes in the exchange rates between foreign currencies and the reference currency of the Sub-Fund. The Sub-Fund's reference currency is generally the Euro; however, certain investments may be made in or affected by other currencies, in which case changes in the foreign currency exchange rates between the Euro and such other currencies may also impact returns.

The Investment Manager may operate a hedging program. The hedging program would seek to mitigate the impact of changes in currency exchange rates that affect the value of investments. The program would involve the Sub-Fund seeking to undertake hedging transactions depending on market conditions. There is no guarantee that any such hedging activities will be successful.

Defaults, prepayments, trading and other events increase the risk of a mismatch between the currency hedges and investments. This may cause losses. In addition, the Sub-Fund may be limited at the time of reinvestment in its choice of investments because of the cost of such hedging and due to any restrictions binding on it with respect to such hedging.

Hedging techniques employed by the Investment Manager may be entered into whether the hedged currency is declining or increasing in value relative to the reference currency of the Sub-Fund. Although these techniques are intended to minimise the risk of loss due to a decline in the value of the hedged currency, at the same time they may limit any potential gain that might be realised should the value of the hedged currency increase. In addition, the precise matching of amounts with respect to the hedging techniques employed and the value of the underlying securities or other assets will not generally be possible. For example, precise matching of forward foreign exchange contract amounts generally is not possible; various factors may impact this matching, including, but not limited to, differing interest rates between currencies. Therefore, the successful execution of a hedging strategy which matches exactly the profile of the underlying investments and other assets cannot be assured.

Currency Concentration Risk. At certain times, the Sub-Fund's investments may be concentrated and a significant proportion of the Sub-Fund's assets may be denominated in a single currency. To the extent that there is a concentration in a single currency, the overall impact of adverse developments in the currency could be considerably greater than if there had not been such a concentration.

Hedging Risks. The Investment Manager may utilise a variety of financial instruments, such as swaps, options, futures contracts, forward contracts and other derivatives, for various hedging purposes, including to protect against possible changes in the market value of the Sub-Fund's investments resulting from fluctuations in the securities markets and changes in interest rates, protect unrealised gains in the value of the investments, facilitate the sale of any such investments, enhance or preserve returns, spreads or gains on any investment in the Sub-Fund, hedge the interest rate or currency exchange rate on certain liabilities or assets or protect against any increase in the price of any securities or other instruments which the Investment Manager anticipates purchasing on behalf of the Sub-Fund at a later date or for any other reason that the Investment Manager deems appropriate. However, other than as prescribed under the ELTIF Regulation, the Investment Manager is not obligated to, and may choose not to, hedge against risks. Where consistent with its investment objectives and policy, the Sub-Fund may utilise over-the-counter ("OTC") FX derivative instruments including, as part of its investment policy for hedging purposes. Any such hedging is designed to mitigate risk and the Investment Managers do not intend to generate leverage through hedging activities or enter into hedging arrangements for speculative purposes.

Hedging techniques involve risks different than those of underlying investments. In particular, the variable degree of correlation between price movements of hedging instruments and price movements in the position being hedged by the Sub-Fund creates the possibility that losses on the hedge may be greater than gains in the value of investments. Such losses can be substantial and include losses on the hedged position, the attempted hedged position or both. Hedging transactions also generally limit the potential gain which might result if the value of an investment should increase, due to the cost of hedging or a decline in the value of the hedged position. As a result, although the Investment Manager may enter into hedging transactions with respect to the Sub-Fund to seek to reduce risk, those transactions may result in a poorer overall performance for the Sub-Fund than if it had not engaged in any such hedging transactions.

The ability of the Sub-Fund to hedge successfully will depend on the ability of the Investment Manager to predict pertinent market movements and to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments in the portfolio being hedged, which cannot be assured. Since the characteristics of many securities change as markets change or time passes, the success of the hedging strategy with respect to any of the Sub-Fund's investments is subject to the Investment Manager's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. For a variety of reasons, in managing the Sub-Fund, the Investment Manager may not seek, or be able, to establish a perfect correlation between a hedging instrument and the position being hedged, and may not anticipate a particular risk so as to hedge against it. Any such imperfect correlation may prevent the Investment Manager from achieving the intended hedge or expose the Sub-Fund to risk of loss. In addition, the Sub-Fund will always be subject to risks that cannot be hedged. Accordingly, there can be no assurance that all or any portion of the Sub-Fund's investments will be hedged against investment risks or that the hedging strategies, if employed, will prove successful.

The Investment Manager or its delegates may enter into forward contracts and options on behalf of the Sub-Fund (or a subsidiary thereof) which are not traded on exchanges and are generally not regulated. There are no limitations on daily price moves of forward contracts. Counterparties with whom the Sub-Fund may maintain accounts may require the Sub-Fund to deposit margin with respect to such trading (including pursuant to EMIR, see Section 6.3 of the General Section "*Certain Legal and Regulatory Risks*"). The Sub-Fund's counterparties are not required to continue to make markets in such contracts and these contracts can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain counterparties have refused to continue to quote prices for forward contracts or have quoted prices with an unusually wide spread (the difference between the price at which the counterparty is prepared to buy and that at which it is prepared to sell). Arrangements to trade forward contracts may be made with only one or a few counterparties, which potentially reduces liquidity. The imposition of credit controls by governmental authorities might limit such forward trading to less than that which the Investment Manager would otherwise recommend, to the possible detriment of the Sub-Fund. In addition, the Sub-Fund may be exposed to credit risks with regard to counterparties with whom it trades as well as risks relating to settlement default (see Section 6 of the General Section "*Investment Considerations and Risk Factors–Management–Settlement Risks*" and *"Investment Considerations and Risk Factors–Counterparty Risk*"). Such risks could result in substantial losses to the Sub-Fund.

Recent legal, regulatory and market developments and related regulations and other requirements (including in respect of documentation, clearance and settlement practices) may significantly increase costs of entering into hedging transactions, lead to the Sub-Fund's inability to purchase additional investments or have unforeseen legal consequences for the Sub-Fund or the Investment Manager or have other material adverse effects on the Sub-Fund.

There can be no assurance that hedging transactions will be successful in protecting against adverse market and/or currency movements.

Interest Rate Hedging. The Sub-Fund may enter into interest rate hedging agreements. The Sub-Fund's interest rate hedging activity will vary in scope based on the level and volatility of interest rates, the type of portfolio investments held, the denomination of investments and other changing market conditions. Interest rate hedging may fail to protect or could adversely affect the Sub-Fund because, among other things:

(i) interest rate hedging can be expensive, particularly during periods of rising or volatile interest rates;

(ii) available interest rate hedging may not correspond directly with the interest rate risk for which protection is sought;

(iii) the duration of the hedge may not match the duration of the related liability;

(iv) the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs the Sub-Fund's ability to sell or assign its side of the hedging transaction;

(v) the party owing money in the hedging transaction may default on its obligation to pay; and

(vi) the Sub-Fund's hedging activity may adversely affect the Sub-Fund's returns.

Therefore, while the Sub-Fund may enter into hedging transactions to seek to reduce interest rate risks, unanticipated changes in interest rates may result in poorer overall investment performance than if the Sub-Fund had not engaged in any such hedging transactions. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the portfolio positions being hedged may vary. Moreover, for a variety of reasons, the Sub-Fund may not seek to establish a perfect correlation between such hedging instruments and the investments being hedged. Any such imperfect correlation may prevent the Sub-Fund from achieving the intended hedge and expose the Sub-Fund to risk of loss.

Derivatives Risk. Derivative instruments, or “derivatives”, include swaps, options, futures contracts, forward contracts and other instruments and contracts that are derived from, and are valued in relation to, one or more underlying securities, financial benchmarks, or indices (each, a “reference asset”). Derivatives typically allow an investor to hedge or speculate, on a leveraged basis, upon the price movements of a particular reference asset at a fraction of the cost of acquiring, borrowing, or selling short the reference asset; provided, however, that the Sub-Fund will utilise derivatives for hedging purposes only.

The value of a derivative depends largely upon price movements in the reference asset. Therefore, many of the risks applicable to trading the reference asset are also applicable to derivatives trading. Consequently, if the reference asset that is the subject of a derivative is subject to risks described elsewhere in the Prospectus, then such derivative will also be subject to those risks. However, there are a number of additional risks associated with derivatives trading. For example, derivatives may have very high leverage embedded in them, which significantly increases the sensitivity of the market value of derivatives to changes in the market value of the reference assets and may result in losses greater than the amount of the investment. Derivatives are also subject to various other types of risk, including market risk, liquidity risk, structuring risk, event risk, counterparty financial soundness, credit worthiness, performance and termination risk, legal risk, and operational risk. Moreover, the use of derivatives involves a risk of the loss of the entire amount invested or, in the case of certain derivatives transactions (e.g., selling (writing) an “uncovered” option), unlimited loss.

Transactions in certain derivatives are subject to certain regulatory and exchange requirements that may restrict the Sub-Fund’s use of such derivatives. For example, the U.S. Commodity Futures Trading Commission and U.S. futures exchanges have established limits referred to as “speculative position limits” on the maximum net long or net short position which any person may hold or control in particular commodity contracts. All of the positions held by all accounts owned or controlled by the Investment Manager, including the Sub-Fund, will be

aggregated for the purposes of determining compliance with position limits. It is possible that the trading instructions for the Sub-Fund may have to be modified and that positions held by the Sub-Fund may have to be liquidated in order to avoid exceeding such limits. Such modification or liquidation, if required, could adversely affect the operations and profitability of the Sub-Fund.

Transactions in other derivatives (e.g., forward contracts and certain swaps) are subject to risks of trading in the "over-the-counter" markets described below. Transactions in other derivatives (e.g., non-U.S. futures contracts) may involve executing and clearing trades on non-U.S. exchanges and, therefore, are subject to risks of trading on such exchanges. No U.S. organisation regulates the activities of a non-U.S. exchange, including the execution, delivery and clearing of transactions on such an exchange, and no U.S. regulator has the power to compel enforcement of the rules of the non-U.S. exchange or the laws of non-U.S. jurisdictions. Moreover, such laws or regulations will vary depending on the jurisdiction in which the transaction occurs. For these reasons, in connection with such investments, the Sub-Fund may not be afforded certain of the detailed financial, trade practice and customer protections which apply to derivative transactions executed and cleared on a U.S. exchange, including the right to use U.S. alternative dispute resolution procedures.

Certain derivative instruments that the Sub-Fund may use for hedging purposes, including total rate of return swaps and other credit derivatives, are relatively recent developments in the financial markets. Consequently, there are certain legal, tax, regulatory and market uncertainties that present risks in entering into such derivatives. For example, there is currently little or no case law or litigation characterising total rate of return swaps or other credit derivatives, interpreting their provisions, or characterising their tax treatment. In addition, regulations and laws may apply to total rate of return swaps and other credit derivatives that have not heretofore been applied. There can be no assurance that future decisions construing similar provisions to those in any swap agreement or other related documents or additional regulations and laws governing such derivatives will not have a material adverse effect on the Sub-Fund.

OTC Transactions. There is less governmental regulation and supervision of transactions in OTC markets (in which currencies, forward, spot and option contracts, credit default swaps, total return swaps and certain options on currencies and other types of derivative instruments are generally traded) than organised exchanges. Many of the protections afforded to transactions on organised exchanges such as the performance guarantee of an exchange clearing house may not exist for OTC transactions. The risk of counterparty default therefore exists (See Section 6 of the General Section *"Investment Considerations and Risk Factors—Management—Counterparty Risks*"). Other risks include:

(i) price risk – the risk that a price change in the market underlying a derivative contract or in the derivative contract itself, is adverse to the derivative position held;

(ii) leveraging risk – due to the nature of derivatives, it is possible to create greater exposure to a market than the assets backing the position, thus potentially magnifying the risk of loss; and

(iii) liquidity risk – the risk that a derivative position cannot be reversed.

Further, in contrast to exchange traded instruments, forward, spot and option contracts on currencies do not provide the Investment Manager or its delegate with the possibility to offset a Sub-Fund's obligations through an equal and opposite transaction. For this reason, entering into forward, spot or options contracts, the Sub-Fund may be required, and must be able to, perform its obligations under the contracts.

Investments May be Concentrated. Except as set forth in the Prospectus or Articles, there can be no assurance as to the degree of diversification that will be achieved in the Sub-Fund's investments, and the Sub-Fund's investment portfolio could become highly concentrated (in

terms of geography, currency, sector, asset class or otherwise), and the performance of a few holdings may substantially affect its aggregate return. Concentrated investment exposure by the Sub-Fund could magnify the other risks described herein. Similarly, as a result of disposal of assets during the winding up of the Sub-Fund, the Sub-Fund may not be able to dispose of assets across various asset classes proportionally, which could result in the Sub-Fund becoming highly concentrated.

Risks Related to Data Protection. Data protection and regulations related to privacy, data protection and information security could increase costs, and a failure to comply could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations of a portfolio company, issuer and/or Target Fund as an investment.

Investments, issuers and the Sub-Fund are subject to regulations related to privacy, data protection and information security in the jurisdictions in which they do business. As privacy, data protection and information security laws are implemented, interpreted and applied, compliance costs may increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended (the "GDPR") took direct effect across EU Member States on 25 May 2018. The GDPR seeks to harmonise national data protection laws across the EU, while at the same time, modernising the law to address new technological developments. Compared to the previous EU data protection laws derived from the Data Protection Directive (Directive 95/46/EC) (which was replaced by the GDPR), the GDPR notably has a greater extra-territorial reach and has a significant impact on data controllers and data processors either with an establishment in the EU, or which offer goods or services to EU data subjects or monitor EU data subjects' behaviour within the EU. The regime imposes more stringent operational requirements on both data controllers and data processors, and introduces significant penalties for non-compliance with fines of up to 4% of total annual worldwide turnover or €20 million (whichever is higher), depending on the type and severity of the breach.

Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (the "ePrivacy Directive"), might be repealed by the proposal for a regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications (the "ePrivacy Regulation") which aims to reinforce trust and security in the digital single market by updating the legal framework on ePrivacy. A draft of the ePrivacy Regulation is subject to ongoing trilogue negotiations (between the Council of the EU, the European Parliament and the European Commission). A compulsory grace period of a maximum of two years will then apply to allow EU Member States to implement the ePrivacy Regulation before it is brought into effect.

Compliance with current and future privacy, data protection and information security laws could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and some of our current and planned business activities. A failure to comply with such laws could result in fines, sanctions or other penalties, which could materially and adversely affect results of operations and overall business, as well as have an impact on reputation.

Material, Non-Public Information. From time to time, the Investment Manager may come into possession of confidential or material, non-public information concerning an issuer in which the Sub-Fund has invested, or may invest, and the possession of such information may limit the ability of the Sub-Fund to acquire or dispose of investments. The Sub-Fund's investment flexibility may be constrained as a consequence of the Investment Manager's inability to use such information for investment purposes. The Investment Manager may be subject to other

restrictions on its investment flexibility. See Section 4 (*Summary of Principal Terms and Conditions of the Sub-Fund*).

Restrictions on Repatriation of Capital and Profits. The Sub-Fund may invest directly and indirectly in countries that control, in varying degrees, the repatriation of capital and profits that result from foreign investment. In such countries, capital markets, often opaque, continue to be highly regulated and will likely be subject to *continuing* government restrictions. There can be no assurance that the Sub-Fund or its investments will be permitted to repatriate capital or profits, if any, from these countries.

Cash, Cash Equivalents and other Liquid Instruments. The Sub-Fund is expected to hold cash, cash equivalents, U.S. and non-U.S. government bonds, and other short-term securities, or money market funds pending investment, to fund anticipated redemptions or expenses or for such other reasons as determined by the Investment Manager in its sole discretion. Any such positions could prevent the Sub-Fund from achieving its investment objective.

Subject to applicable laws, the Sub-Fund may invest in cash management products that are sponsored, managed or serviced by the Investment Manager or its affiliates. In connection with any of these investments, the Sub-Fund will bear all fees pertaining to the investments, including advisory, administrative or 12b-1 fees.

Non-EU Investments. Investments in jurisdictions outside the EU involve certain considerations not typically associated with investing in EU, including risks relating to (i) currency exchange matters (including fluctuations in the rate of exchange between the Euro and the various non-Euro currencies in which the Sub-Fund's investments may be denominated (including risks associated with potentially rapid inflation), and costs associated with conversion of investment principal and income from one currency into another); (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which the Sub-Fund invests; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between EU and non-EU credit and securities markets (including potential price volatility in, and relative illiquidity of, certain non-EU credit and securities markets); (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less or more government supervision and regulation; (vi) certain economic, social and political risks (including potential exchange control regulations, restrictions on non-EU investment and repatriation of capital, and the risks of political, economic, governmental or social instability (including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation)); (vii) the possible imposition of non-EU taxes on income, gains and gross sales or other proceeds recognised with respect to non-EU securities or instruments; (viii) the application of complex EU and non-EU tax rules to cross-border investments; (ix) possible non-EU tax return filing requirements for the Sub-Fund and/or certain Investors; (x) differing and potentially less well-developed or well-tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors; (xi) differences in the legal and regulatory environment (including enhanced legal and regulatory compliance); (xii) political hostility to investments by foreign or private equity investors; and (xiii) less publicly available information.

Additionally, the Sub-Fund may be less influential than other market participants in jurisdictions where the Sub-Fund, the AIFM and/or the Investment Manager and their affiliates do not have a significant presence, and it may have greater difficulty enforcing its legal rights in a non-EU jurisdiction. The Sub-Fund may be subject to additional risks, which include possible adverse political and economic developments, possible seizure or nationalisation of foreign deposits and possible adoption of governmental restrictions which might adversely affect the payment of principal and interest to investors located outside the country of the issuer, whether from currency blockage or otherwise. Furthermore, certain of the Sub-Fund's investments may be subject to brokerage taxes levied by non-EU governments, the effect of which would be to increase the cost of such an investment and reduce the realised gain (or increase the realised

loss) on such an investment at the time of its disposition. While the Investment Manager intends, where it deems appropriate, to manage the Sub-Fund in a manner that will minimise exposure to the foregoing risks and to take these factors into consideration in making investment decisions for the Sub-Fund, there can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of the Sub-Fund that are held in certain non-EU jurisdictions.

Emerging Markets. The Sub-Fund may invest a limited portion of its assets in, or in investments with exposure to, emerging markets. The value of emerging market investments may be significantly affected by certain considerations not usually associated with investing in developed market companies or countries, including political and economic considerations, the potential difficulty of repatriating funds, general social, political and economic instability and adverse diplomatic developments and the low volume of trading, resulting in potential lack of liquidity and in price volatility, and certain government policies that may restrict the Sub-Fund's investment opportunities. There is also less regulation, generally, of the securities markets in emerging market countries than there is in developed markets.

There may be additional impacts on the value of assets in, or investments with exposure to, emerging markets as a result of sustainability risks, in particular those caused by environmental changes related to, and which may be exacerbated by, climate change, social issues (including but not limited to relating to labour rights) and governance risk (including but not limited to risks around board independence, ownership and control, or audit and tax management). The Investment Manager may also encounter problems in assessing investment opportunities in certain emerging markets in light of limitations on available information.

Sustainability Risks. Sustainability risk is an inclusive term to designate investment risk (probability or uncertainty of occurrence of material losses relative to the expected return of an investment) that relates to environmental, social or governance issues.

Sustainability risk around environmental issues includes, but is not limited to, physical and transition risk. Physical risk arises from the physical effects of climate change, acute or chronic. For example, frequent and severe climate-related events can impact products and services and supply chains. Transition risk, whether policy, technology, market or reputation risk arises from the adjustment to a low-carbon economy in order to mitigate climate change. Risks related to social issues can include but are not limited to labour rights and community relations. Governance related risks can include, but are not limited to, risks around board independence, ownership and control, or audit and tax management. These risks can impact an issuer's operational effectiveness and resilience as well as its public perception and reputation, affecting its profitability and in turn, its capital growth, and ultimately impacting the value of Shares in the Sub-Fund.

These are only examples of sustainability risk factors and sustainability risk factors do not solely determine the risk profile of the investment. The relevance, severity, materiality and time horizon of sustainability risk factors and other risks can differ significantly between investments.

Sustainability risk can manifest itself through different existing risk types (including, but not limited to, market, liquidity, concentration, credit, asset-liability mismatches etc.). By way of example, the Sub-Fund may invest in the equity or debt of an issuer that could face potentially reduced revenues or increased expenditures from physical climate risk (e.g., decreased production capacity due to supply chain perturbations, lower sales due to demand shocks or higher operating or capital costs) or transition risk (e.g., decreased demand for carbon-intensive products and services or increased production costs due to changing input prices). As a result, sustainability risk factors may have a material impact on an investment, may increase the volatility, affect liquidity and may result in a decrease in the value of Shares in the Sub-Fund.

The impact of such risks may be higher for investments in subsidiary holding companies, partnerships, other co-investment vehicles and/or Target Funds with particular sectoral or geographic concentrations (e.g., those with geographical concentration in locations susceptible to adverse weather conditions where the value of the investments in the subsidiary holding companies, partnerships, other co-investment vehicles and/or Target Funds may be more susceptible to adverse physical climate events) or with specific sectoral concentrations such as investing in industries or issuers with high carbon intensity or high switching costs associated with the transition to low carbon alternatives.

All or a combination of these factors may have an unpredictable impact on the Sub-Fund's investments. Under normal market conditions, such events could have a material impact on the value of Shares in the Sub-Fund.

Assessments of sustainability risk are specific to the asset class and to the Sub-Fund's objective. Different asset classes require different data and tools to apply heightened scrutiny, assess materiality, and make meaningful differentiation among issuers and assets. Risks are considered and risk managed concurrently, by prioritising based on materiality and on the Sub-Fund's objective.

The impacts of sustainability risks are likely to develop over time and new sustainability risks may be identified as further data and information regarding sustainability factors and impacts become available and the regulatory environment regarding sustainable finance evolves. These emerging risks may have further impacts on the value of Shares in the Sub-Fund.

Environmental, Social and Governance ("ESG") Matters. ESG is only one of the many factors the Investment Manager will consider in making an investment, and there is no guarantee that such consideration will cause the Investment Manager to successfully implement and make investments in companies that create positive ESG impact or have enhanced long-term Investor value and financial returns. To the extent that the Investment Manager engages with companies on ESG-related practices and potential enhancements thereto, such engagements may not achieve the desired financial results, or the market may not view any such changes as desirable, particularly where the Sub-Fund holds debt or an otherwise non-controlling interest in a company. Successful engagement efforts on the part of the Investment Manager will depend on the Investment Manager's skill in properly identifying and analysing material ESG factors and their value, and there can be no assurance that the strategy or techniques employed will be successful. Considering ESG qualities when evaluating an investment may result in the selection or exclusion of certain investments based on the Investment Manager's view of certain ESG-related factors, and carries the risk that the Investment Manager may underperform funds that do not take ESG-related factors into account because the market at a given point in time may have a different view of a particular company's performance than that anticipated by the Investment Manager. Consideration of ESG factors may affect the Investment Manager's exposure to certain companies, sectors, regions, countries or types of investments, which could negatively impact the Sub-Fund's performance depending on whether such investments are in or out of favour. The Investment Manager intends to keep the ESG factors it considers in respect of its management of the Sub-Fund, including exclusionary screens, under review during the life of the Sub-Fund and the application of any additional criteria may amplify the risks described above. Applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilised by the Investment Manager or any judgment exercised by the Investment Manager will reflect the beliefs or values of any particular Investor or align with future market trends. In evaluating and managing a company, the Investment Manager is dependent upon information and data obtained through voluntary or third-party reporting that may be incomplete, inaccurate or unavailable, which could cause the Investment Manager to incorrectly assess a company's ESG practices and/or related risks and opportunities. ESG-related practices differ by region, industry and issue and are evolving accordingly, and a company's ESG-related practices or the Investment Manager's assessment of such practices may change over time. Finally, there

is growing regulatory interest, particularly in the U.S., UK, and EU, in improving transparency around how investment managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. The Investment Manager's ESG practices could become subject to additional regulation in the future (including pursuant to the various legislative initiatives stemming from the action plan on sustainable finance adopted by the EU Commission in March 2018), and the Investment Manager cannot guarantee that its current approach will meet future regulatory requirements.

Projections. The Sub-Fund will rely upon projections, forecasts or estimates developed by the Board, the AIFM, the Investment Manager and/or an investment concerning the investment's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Sub-Fund's control. Actual events may differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates; domestic and foreign business, market, financial or legal conditions; differences in the actual allocation of the Sub-Fund's investments among different asset categories from those assumed herein; changes in the degree of leverage actually used by the Sub-Fund from time to time; the degree to which the Sub-Fund's investments are hedged and the effectiveness of such hedges; and the terms of any borrowing agreements, among others. In addition, the degree of risk will be increased as a result of leveraging of the investments. Accordingly, there can be no assurance that estimated returns or projections can be realised or that actual returns or results will not be materially lower than those estimated therein. Projections are inherently subject to uncertainty and factors beyond the control of the Board, the AIFM, the Investment Manager and the Sub-Fund. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of the Sub-Fund to realise projected values and cash flow. BlackRock disclaims and makes no representation or warranty of any kind whatsoever, express or implied, regarding the accuracy or completeness of any projections or the assumptions underlying such projections or any information provided by third parties. Such information is current as of the date indicated only and there is no obligation to update such information. Further, BlackRock makes no representation or warranty that all the information and/or assumptions that could or should have been included in the projections contained in the Prospectus have been included.

Risks Relating to Due Diligence of and Conduct of Investments. Before making investments, the Investment Manager will typically conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, sustainability-related risks and legal issues.

Investment analyses and decisions by the Investment Manager may be undertaken on an expedited basis in order for the Sub-Fund to take advantage of available investment opportunities. In such cases, the information available to the Investment Manager at the time the Sub-Fund makes an investment may be limited, and the Investment Manager may not have access to the detailed information regarding the investment opportunity, in each case, to an extent that may not otherwise be the case had the Investment Manager been afforded more time to evaluate the investment opportunity. There may also be other reasons that the information available to the Investment Manager prior to the Sub-Fund making an investment may be less than is generally the case. Therefore, no assurance can be given that the Investment Manager will have knowledge of all circumstances that may materially and adversely affect an investment. Further, the Sub-Fund may conduct its due diligence activities in a very brief period and may assume the risks of obtaining certain consents or waivers under contractual obligations.

When conducting due diligence and making an assessment regarding an investment, the AIFM and/or the Investment Manager may rely on the resources available to it, including information

provided by the target of the investment and, in some circumstances, third-party investigations. For example, 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 advisors or consultants may present a number of risks primarily relating to the AIFM's and/or the Investment Manager's reduced control of the functions that are outsourced. The due diligence investigation that the AIFM and/or the Investment Manager carries out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation may not necessarily result in the investment being successful. There can be no assurance that attempts to provide downside protection with respect to investments will achieve their desired effect and potential investors should regard an investment in the Sub-Fund as being speculative and having a high degree of risk.

There can be no assurance that the Sub-Fund will be able to detect or prevent irregular accounting, employee misconduct or other fraudulent practices during the due diligence phase or during its efforts to monitor the investment on an ongoing basis. In the event of fraud by any investment or any of its affiliates, the Sub-Fund may suffer a partial or total loss of capital invested in that investment. An additional concern is the possibility of material misrepresentation or omission on the part of the investment or the seller. Such inaccuracy or incompleteness may materially and adversely affect the value of the Sub-Fund's securities and/or instruments in such investment. The Sub-Fund will rely upon the accuracy and completeness of representations made by investments and/or their former owners in the due diligence process to the extent reasonable when it makes its investments, but cannot guarantee such accuracy or completeness. Under certain circumstances, payments to the Sub-Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

Liabilities Resulting from Ownership of Investments. To the extent permitted by the Prospectus and the Articles, the Sub-Fund (alone or together with other investors) may be deemed to have a control position with respect to some of its investments or may take ownership positions in Investments which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as risk of liability for sustainability risks (including environmental damage), product defect, failure to supervise management, labour violations, pension plan underfunding, violation of governmental regulations and other types of liability, in which the limited liability characteristic of business entities may be ignored. If these liabilities were to occur, the Sub-Fund could suffer losses in its investments. The Sub-Fund may also be exposed to risk in connection with the disposition of Investments. When disposing of investments, the Sub-Fund may be required to make representations and warranties about the business and financial affairs of the investments typical of those made in connection with the sale of any business, or may be responsible for the contents of disclosure documents under applicable securities law. The Sub-Fund may also be required to indemnify the purchasers of the Sub-Fund's investments or underwriters to the extent that any such representations and warranties or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which will be borne by the Sub-Fund.

Leveraging by Investments. Certain of the Sub-Fund's investments may engage in various forms of leverage and the Sub-Fund does not limit the use of leverage by Investments (individually or in the aggregate). Leverage may include both investments in derivatives as well as direct borrowings. To the extent that an investment uses leverage, the value of its net assets will tend to increase or decrease at a greater rate than if no leverage were employed. If income and appreciation on investments made with borrowed funds are less than the required interest payments on the borrowings, the value of the Sub-Fund's net assets will decrease. Accordingly, any event which adversely affects the value of an investment would be magnified to the extent that such investment is leveraged. Leverage has a similar effect on investments

themselves, to the extent the issuer is leveraged, and can also affect the issuer's cash flow and operating results.

Use of leverage by investments in a market that moves adversely to such investments could result in a loss to the Sub-Fund that would be greater than if the Investments were not leveraged, and could result in a loss of the Sub-Fund's entire investment in the Investment.

The amount of a leveraged investment's borrowings and the interest rates on those borrowings, which may fluctuate from time to time, as well as the fees and other costs of borrowing may have a marked effect on a leveraged company's performance. These companies may be subject to restrictive financial and operating covenants, which may, due to the amount of leverage borne by the companies, restrict the ability to make distributions to equity holders and the amounts of such distributions. Leverage may also impair these companies' ability to finance their future operations and capital needs. As a result, these companies' flexibility to respond to changing business and economic conditions and to business opportunities may be limited. An investment with a leveraged capital structure will be subject to increased exposure to adverse economic factors such as a significant rise in interest rates, a severe downturn in the economy, or deterioration in the condition of that investment or its industry. In the event that an investment is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of any equity investment by the Sub-Fund in such an investment could be significantly reduced or even eliminated. Further, the inability to refinance the investment's debt, because of market conditions or otherwise, can adversely affect the company and the ability to realise the Sub-Fund's direct or indirect interest in such investment.

A number of investments depend upon the availability of credit to finance their investment strategies. The prime brokers, banks and dealers that may provide financing to investments can apply essentially discretionary margin or other valuation policies. Changes by financing providers to these policies, or the imposition of other credit limitations or restrictions, may result in margin calls, loss of financing, forced liquidation of positions at disadvantageous prices or termination or cross defaults of transactions with the same or other dealers. These adverse effects may be compounded in the event that such limitations or restrictions are imposed suddenly and/or by multiple dealers or counterparties around the same time. In addition, the Sub-Fund itself may enter into financing transactions as described in the Prospectus that would entail similar risks.

In addition, the Sub-Fund itself may utilise leverage to the extent permitted in the Prospectus and the Articles. Use of leverage by the Sub-Fund would be in addition to any leverage utilised by investments and is not limited by the amount, if any, by which investments are leveraged or by leverage incurred by the Sub-Fund in connection with its currency hedging transactions, if any. See "*Borrowing and Leverage*" above. Many of the same risks described with respect to the use of leverage by the Sub-Fund apply to the use of leverage by investments.

Risks Associated with the amendments of the ELTIF Regulation. There is a risk the ELTIF Regulation and/or the ELTIF Delegated Regulation will be amended in the future. Therefore, the features of the Sub-Fund being subject to the ELTIF Regulation and the ELTIF Delegated Regulation could potentially be amended in order to implement such future amendments to the ELTIF Regulation, the ELTIF Delegated Regulation and any new regulatory technical standards or further administrative guidance that may be issued/adopted from time to time. For the avoidance of doubt, changes to the Schedule that are required in order to implement such future amendments will not constitute material changes to this Schedule.

Public Securities. The Sub-Fund may invest in or hold interests in public securities. Such investments may subject the Sub-Fund to risks that differ in type or degree from those involved with 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 Sub-Fund to dispose of such

securities at certain times, increased likelihood of shareholder litigation against such companies' board members and increased costs associated with each of the aforementioned risks.

Privatisations. The Sub-Fund may invest in state-owned enterprises that have been or will be transferred from government to private ownership. It is impossible to predict the timing of such privatisations (or give any assurance that they will occur at all), or what the terms or effects of such privatisations may be. There can be no assurance that any privatisations will be undertaken or, if undertaken, that such plans will be successfully completed. There can also be no assurance that, if a privatisation is undertaken on a private placement basis, the Sub-Fund will have the opportunity to participate in the investing consortium. Shareholders should be aware that changes in governments or economic factors could result in a change in a country's policies on privatisation. Should these policies change in the future, it is possible that governments may determine to return projects and companies to state ownership. In such a situation, the level of compensation that would be provided to the owners of the private companies concerned cannot be accurately predicted but could be substantially less than the amount invested in such companies.

Engaged Investors. Activist investors in the Sub-Fund's investments may seek certain changes of an investment, such as selling assets or subsidiaries, increasing dividends or share buy-backs, changing management and/or executives, changing business practices and/or other matters. If an activist investor tries to effect significant change at an investment, successfully or unsuccessfully, such activism may have an adverse effect on the investment or the Sub-Fund's equity or other investments therein or otherwise impact the Sub-Fund's investment objectives with respect to such issuer.

Duration of Investment Positions. The Investment Manager may not know, except in the case of certain options or derivatives positions which have pre-established expiration dates, the maximum—or even the expected (as opposed to optimal)—duration of any particular position at the time of initiation. The length of time for which a position is maintained may vary significantly, based on the Investment Manager's subjective judgment of the appropriate point at which to liquidate a position so as to augment gains or reduce losses. Many of the Investment Manager's transactions involve acquiring related positions in a variety of different instruments or markets at or about the same time. Frequently, optimising the probability of being able to exploit the pricing anomalies among these positions requires holding periods of significant length. Actual holding periods depend on numerous market factors which can both expedite and disrupt price convergences. There can be no assurance that the Sub-Fund will be able to maintain any particular position, or group of related positions, for the duration required to realise the expected gains, or avoid losses, from such positions.

Turnover. The investment strategies of the Sub-Fund may lead to frequent changes in investments, particularly in periods of rapidly fluctuating market environments and the Sub-Fund's activities may involve investment on the basis of various short-term market considerations. Accordingly, turnover rate may be significant. Portfolio turnover generally involves transactional expenses to the Sub-Fund.

Security Breaches. The Sub-Fund will invest in companies that may be vulnerable to security breaches that could adversely affect the operations, business, and reputation of such investments. Certain investments may be vulnerable to damage, disruptions, or shutdowns due to unauthorised access, computer viruses, cyber-attacks, and other security breaches. An attack attempt or security breach could potentially result in (i) interruption or cessation of certain services to customers, (ii) inability to meet expected levels of service, or (iii) data transmitted over customers' networks being compromised. The Board cannot guarantee that the security measures of its investments will not be circumvented, resulting in customer network failures or interruptions that could impact its investment's customers' network availability and have a material adverse effect on business, financial condition, or operational results. investments may be required to expend significant resources to protect against or

recover from such threats. If an actual or perceived breach of an investment's security occurs, the market perception of the effectiveness of that company's security measures could be harmed, which could result in lost customers. Further, the perpetrators of cyber-attacks are not restricted to particular groups or persons. These attacks may be committed by employees of companies the Sub-Fund intends to invest in or external actors operating in any geography. Any such events could result in legal claims or penalties, disruption in operations, misappropriation of sensitive data, damage to reputation, negative market perception, or costly response measures, which could adversely affect the Sub-Fund (also see Section 6 of the General Section "*Investment Considerations and Risk Factors—Management—Cyber Security*").

Bankruptcy. One or more investments may become involved in bankruptcy or similar proceedings. Such proceedings involve significant risks as many events in bankruptcy are beyond the control of the equity holders and creditors, and there can be no assurance that a bankruptcy court would not approve actions that would be contrary to the interests of the Sub-Fund. As a result of a bankruptcy filing, a company may lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. Additionally, the recoveries received by creditors and equity holders, if any, in bankruptcy can be adversely affected by the administrative costs of the bankruptcy proceeding, which, in many countries, are frequently high and paid out of the debtor's estate prior to any recovery to creditors and equity holders, and by any delays resulting from the negotiation, approval, confirmation or implementation of the plan of reorganisation. Moreover, it is often difficult to estimate the extent of, or even to identify, any contingent claims that might be made and certain claims that have priority by law (e.g., claims for taxes) may be significant. In addition, in the event of bankruptcy of an investment, the Sub-Fund could experience delays or limitations with respect to its ability to realise the benefits of the collateral securing an investment. Lastly, if the proceeding is converted to a liquidation, the liquidation value of the asset may not equal the liquidation value that was believed to exist at the time of the investment. In addition, bankruptcy laws may differ between jurisdictions and may introduce additional risks to the Sub-Fund and its investment program.

Acquisition Structures; Special Purpose Vehicles. To the extent permitted by the Sub-Fund's governing documents, it is anticipated that the Sub-Fund will invest in investments located in various jurisdictions and such investment may be made through special purpose acquisition structures. To receive the intended benefits of investing through these structures, the Sub-Fund may have to manage the structures to meet certain criteria or operate them in a prescribed way. If the Sub-Fund is deemed to not meet these criteria or to not operate the structure in the prescribed manner, the Sub-Fund could become subject to adverse consequences such as adverse increased local taxes. If one or more special purpose vehicles are formed, the fees and expenses of the Sub-Fund will be higher than if the applicable investment had been made directly.

Options and Warrants. The Sub-Fund may receive or purchase options and warrants as part of a restructuring or other reorganisation. The successful use of options and warrants depends principally on the price movements of the underlying securities. When the Sub-Fund holds an option or warrant, it runs the risk that it will lose its entire investment in such option or warrant in a relatively short period of time, unless the Sub-Fund exercises such option or warrant or enters into a closing transaction with respect to such option or warrant during the life of such option or warrant. If the price of the underlying security does not rise or fall to an extent sufficient to cover the option or warrant premium and transaction costs, the Sub-Fund will lose part or all of its investment in such option or warrant. There is no assurance that the Sub-Fund will be able to effect closing transactions at any particular time or at any acceptable price, and in the event of the bankruptcy of a broker through which the Sub-Fund engages in transactions in options or warrants, the Sub-Fund could experience delays and/or losses in liquidating open positions purchased or sold through such broker. In addition, depending on fluctuations of the equity markets and other factors, warrants and other equity securities may become worthless.

Convertible Debt. The Sub-Fund may acquire convertible securities in the context of a restructuring or other reorganisation of an existing debt investment. As with all fixed income securities, the market value of convertible securities tends to decline as interest rates increase and, conversely, to increase as interest rates decline.

However, when the market price of the common stock underlying a convertible security exceeds the conversion price, the convertible security tends to reflect the market price of the underlying common stock. As the market price of the underlying common stock declines, the convertible security tends to trade increasingly on a yield basis and thus, may not decline in price to the same extent as the underlying common stock. Convertible securities rank senior to common stock in an issuer's capital structure and consequently entail less risk than the issuer's common stock. If a convertible security held by the Sub-Fund is called for redemption, the Sub-Fund will be required to permit the issuer to redeem the security, convert it into the underlying stock or sell it to a third party. Any of these actions could have an adverse effect on the Sub-Fund's ability to achieve its investment objective.

Failure of Futures Commission Merchants. Under the Commodity Exchange Act, futures commission merchants are required to maintain each customer's assets in a segregated account. The Sub-Fund will be subject to a risk of loss in the event of the bankruptcy of any of its futures commission merchants if any such futures commission merchant fails to segregate the assets of the Sub-Fund. In addition, under certain circumstances, such as the inability of another customer of a futures commission merchant or a futures commission merchant itself to satisfy substantial deficiencies in the other customer's account, the Sub-Fund may be subject to a risk of loss of its assets on deposit with such futures commission merchant. In certain circumstances, the Sub-Fund may only be able to recover a *pro rata* share of all property available for distribution to a bankrupt futures commission merchant's customers, even in respect of property specifically traceable to the Sub-Fund. See Section 6 of the General Section *"Investment Considerations and Risk Factors—Management—Counterparty Arrangements*" and "*— Counterparty Risks".*

Systemic Risk. Credit risk may also arise through a default by one or several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Sub-Fund interacts on a daily basis.

Highly Volatile Markets. Price movements of the investments (including commodities contracts and all derivative instruments such as futures and options) may be highly volatile and influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. Investors must be prepared to maintain investments in the Sub-Fund for prolonged periods of time, notwithstanding such volatility, as the amount Investors may withdraw or transfer from the Sub-Fund may be limited. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies, financial instruments, futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Sub-Fund is also subject to the risk of the failure of any exchanges on which the positions of the Sub-Fund trade and the potential risk of financial irregularities and/or lack of appropriate risk monitoring and controls by such exchanges or clearinghouses.

Ability to Exit Investments. In evaluating exit strategies for some or all of the investments, the Investment Manager may consider a number of alternatives, including (i) publicly listing the investments of the Sub-Fund, (ii) disposing of or distributing investments to another entity (including to other Client Accounts), including individual assets, in a transaction or series of

transactions that may involve all or a substantial portion of the investments, and (iii) merging or otherwise combining Investments or individual assets with another entity (including other Client Accounts). If the Sub-Fund fails to execute a liquidity event in respect of the Sub-Fund or a significant portion of the investment successfully prior to the liquidation of the Sub-Fund, the Sub-Fund may be forced to liquidate its assets on terms less favourable than expected. There can be no assurance that the Sub-Fund will be able to dispose of its investments on favourable terms, in a timely manner or at all, and the proceeds from these investments and the remaining investments, if any, may be adversely affected.

Illiquid and Long-Term Investments. The Sub-Fund may make investments in or otherwise gain exposure to securities that are subject to legal or other restrictions on transfer or for which no liquid market exists, including securities that cannot be sold except pursuant to a registration statement filed under the Securities Act, or in accordance with Rule 144 promulgated under the Securities Act. As a result, the Sub-Fund may be unable to liquidate all or a portion of its position in such securities in a timely fashion. In addition, the market prices, if any, for such securities tend to be more volatile and the Sub-Fund may not be able to realise what it perceives to be their fair value in the event of a sale.

Although the Sub-Fund expects that certain investments may generate current income, the return of capital and the realisation of gains, if any, from an investment generally will occur only upon the partial or complete disposition or refinancing of such investment and investments will be held for an indefinite period of time. Although an investment may be sold at any time, in most cases this will not occur until a number of years after the initial investment is made, if at all. An investment in the Sub-Fund is suitable only for certain Investors who have no need for liquidity in such investment, as an investment in the Sub-Fund requires an indefinite time commitment, with no certainty of return. While an investment may be sold at any time, investments may be held for a longer period of time than such investments are typically held by investment funds, including certain other BlackRock Accounts. It is expected that it will take a significant period of time for the Sub-Fund to complete making an investment. Such investments may take several years from the initial investment date to reach a state of maturity when realisation of the investment can be achieved. Furthermore, investments may be subject to industry cyclicality, downturns in demand, market disruptions and the lack of available capital for potential purchasers and are therefore often difficult or time consuming to liquidate.

Markets for certain types of investments have suffered periods of extreme illiquidity in the past. As a result, calculating the fair market value of the Sub-Fund's holdings may be difficult. For example, at times, certain sectors of the fixed-income markets have in the past experienced significant declines in liquidity. While such events may sometimes be attributable to changes in interest rates or other factors, the cause is not always apparent. During such periods of market illiquidity, the Sub-Fund may not be able to sell assets in its portfolio or may only be able to do so at unfavourable prices. Such "liquidity risk" could adversely impact the value of the Sub-Fund's portfolio and may be difficult or impossible to hedge against. Any dispositions of Investments may therefore require a lengthy time period.

Moreover, the Sub-Fund expects to invest in securities that are not listed on a stock exchange or traded in an over-the-counter market. As a result of the absence of a public trading market for these securities, they may be less liquid than publicly traded securities. The Sub-Fund may encounter substantial delays in attempting to sell non-publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realised from these sales could be less than those originally paid by the Sub-Fund. Further, companies whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded. In particular, the investments will be highly illiquid and there can be no assurance that the Sub-Fund will be able to realise an investment in a timely manner, if at all, if the Sub-Fund decides to sell such investment. Illiquidity may result from the absence of an established market for the investments, as well as legal or contractual restrictions on their resale by the Sub-Fund. Over

the longer term, if the Sub-Fund was required to liquidate parts of its portfolio for any reason, including in response to changes in economic conditions, the Sub-Fund may not be able to sell any portion of its portfolio on favourable terms or at all. Investments by their nature are often difficult or time consuming to liquidate. This, as well as the redemption limitations, may result in Redemption Requests not being satisfied for extended periods of time, and there can be no assurances as to when a Shareholder's Shares will be completely redeemed.

Broad Discretion of Investment Manager; Diversification Policies. Subject to applicable law, there are no restrictions on the investment discretion of the Investment Manager. In particular, the Investment Manager is not restricted from investing a large portion of the assets of the Sub-Fund in any one geographic region, sector or financial instrument. As a result, investments may be concentrated in particular geographic regions, industries or companies. The investment risk of a portfolio that may be concentrated in particular geographic regions, industries or companies is greater than if the portfolio is invested in a more diversified manner among various geographic regions, industries or companies. An unfavourable performance by one or more of a Sub-Fund's relatively large investments could have a substantial adverse impact on the Sub-Fund's aggregate returns. There can be no assurance that the Investment Manager will be able to select investments that attain the investment objectives of the Sub-Fund since the return from those investments may depend on a number of factors, including conditions in regional and local economies, conditions in the securities markets generally and in the securities markets in particular industries or regions and political and technological developments which may be beyond the control of the Sub-Fund and the Investment Manager.

Analytical Model Risks. The Sub-Fund may employ certain strategies that depend upon the reliability, accuracy and analyses of the investment team's analytical models. To the extent such models (or the assumptions underlying them) do not prove to be correct or to the extent that market conditions and participants change over time, the Sub-Fund may not perform as anticipated, which could result in substantial losses. All models ultimately depend upon the judgment of the investment team and the assumptions embedded in the models. To the extent that the judgment or assumptions are incorrect with respect to any investment or the investment team's quantitative and analytical models become outdated or inaccurate, the Sub-Fund could suffer substantial losses.

Risk of Minority Positions; Investments with Third Parties. The Sub-Fund will generally hold a non-controlling interest in each Private Market Investment and, therefore, will have a limited ability to protect its position in such Private Market Investments. While the Sub-Fund will seek to get the appropriate governance and exit rights at the time of investment in its Private Market Investments, there may be instances in which the Sub-Fund may not be able to exercise control over its Investments. For example, in certain situations, minority investors in both the context of the Sub-Fund's co-investments and investments via Target Funds may be subject to the decisions taken by majority investors, and the outcome of the Sub-Fund's investment may depend on such majority controlled decisions, which decisions may not be consistent with the Sub-Fund's objectives.

Co-Investment. The Sub-Fund expects to co-invest with third parties through consortiums of other investors or other similar arrangements. Co-investments may involve risks not present in investments where third parties are not involved, including the possibility that a co-investor may at any time have economic or business interests or goals which are inconsistent with those of the Sub-Fund, may take a different view than that of the Investment Manager as to the appropriate strategy for a co-investment, may be in a position to take action contrary to the Sub-Fund's investment objective or may become bankrupt or otherwise default on their obligations. Further, it is possible that no single co-investor will have a controlling interest in the investments, giving no party the ability to control the transaction and potentially resulting in increased costs, delays or even termination of the proposed investment. In addition, the Sub-Fund may in certain circumstances be liable for the actions of its third-party partners or co-venturers, which may have a material adverse effect on the Sub-Fund.

In addition, the Sub-Fund may hold a non-controlling interest with respect to some co-investments and, therefore, may have a limited ability to protect its position in such investment or to divest at the desired time. In such cases, the Sub-Fund will typically be significantly reliant on third-party co-investors with whom the Sub-Fund is not affiliated. Such third-parties may have economic or business interests or goals which are inconsistent with those of the Sub-Fund, or may be in a position to take (or block) action in a manner contrary to the best interests of the Sub-Fund.

Disposition of Co-Investments. In connection with the disposition of a co-investment, the Sub-Fund may be required to make representations about the business and financial affairs of the relevant co-investment typical of those made in connection with the sale of any security or business. The Sub-Fund may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate or misleading. These arrangements may result in contingent liabilities, which may ultimately have to be funded by the Sub-Fund.

Allocations to Investments that Issue Capital Calls. The Sub-Fund may make commitments to Private Market Investments that issue capital calls to their investors over a period of time. If the Sub-Fund makes such Private Market Investments, the Investment Manager will endeavour to manage the Sub-Fund's assets in a manner intended to provide sufficient liquidity to meet future capital calls by, among other means, holding a portion of the Sub-Fund's assets in cash or investing a portion of the Sub-Fund's assets in cash equivalents, other short-term securities or money market funds or borrowing money. If none of the above are possible, the Sub-Fund may be required to liquidate certain of its Private Market Investments more rapidly than otherwise desirable in order to raise cash to fund the capital calls. Any of the foregoing could have an adverse effect on the Sub-Fund's investment program and/or performance.

Once a capital commitment is made, the Sub-Fund will be legally required to satisfy such capital calls and may have a limited period of time to pay amounts due. Given the limited liquidity of the Sub-Fund's Private Market Investments and other factors, it is possible that the Sub-Fund may not have sufficient cash available to fund a capital call within the prescribed period of time. If the Sub-Fund fails to make a timely payment of amounts called by such an investment, the Sub-Fund may be deemed to be in default under such investment's organisational documents. Upon any such default, the Sub-Fund generally would continue to remain liable for the full unpaid portion of its committed capital, and generally would be liable for costs incurred by the investment in collecting or attempting to collect such late payment. The Sub-Fund may also lose any entitlement to make further capital contributions and, in certain cases, some or all of such interests in such an investment may also be subject to forfeiture.

Fund of Funds Risks. The Sub-Fund may invest directly in, or obtain exposure to, Target Funds as part of its investment strategy. Consequently, the Sub-Fund is also subject to the risks of such Target Funds.

Target Fund interests in which the Sub-Fund seeks to invest are highly illiquid and typically subject to significant transfer restrictions, including approval requirements from the relevant manager of the Target Fund and rights of first refusal in favour of other applicable investors. Completion of transfers is often time-consuming and difficult. There can be no assurance that the Sub-Fund will be successful in transferring its interests in Target Funds, even in situations where it has signed a binding contract to dispose of its interests.

Compliance with the ELTIF Regulation and Impact on Investments in Target Funds. Pursuant to the ELTIF Regulation, the Sub-Fund is prohibited from investing in any alternative investment fund that is not managed by an alternative investment fund manager domiciled in a country within either in the European Union or the European Free Trade Association. As a result, the Investment Manager will have available to it a reduced pool of Target Fund opportunities than what it would have had were it not an ELTIF. In particular, traditional

secondary fund investments typically involve portfolios purchased on an all or nothing basis and, therefore, the Sub-Fund could only participate in such traditional secondary fund investments if all funds in the relevant portfolio satisfied the abovementioned ELTIF Regulation requirements. It is therefore expected that the Sub-Fund's ability to participate in traditional secondary transactions will be significantly limited.

Primary Investments. The Sub-Fund will make primary investments into Target Funds. Such investments are generally expected to have a longer duration (relative to secondaries) and may suffer from the so-called private equity "J-curve" effect from having to bear start-up costs and management fees prior to making a significant number of investments. In addition, primary investments in Target Funds involve significant risk because such investments cannot be evaluated on the basis of completed investments.

Secondary Investments. The Sub-Fund may acquire secondary investments from existing investors in co-investments and Target Funds, but also in certain cases from the issuers of such interests or other third parties. In many such cases, the Sub-Fund will not have the opportunity to negotiate the terms of its secondary investments, including any special rights or privileges. In addition, valuation of secondary investments may be difficult, since there generally will be no established market for such interests or for the securities of privately held portfolio companies which such secondary investments may own.

The acquisition price paid by the Sub-Fund for a secondary investment may not be identical to the subsequent fair value of the secondary investment, which may be, at times, higher or lower than such acquisition price. Moreover, the purchase price of secondary investments will be subject to negotiation with the sellers of such interests. The overall performance of the Sub-Fund will depend in large part on the acquisition price paid by the Sub-Fund for its secondary investments, the structure of such acquisitions and the overall success of the Target Funds. The Investment Manager may have the opportunity to acquire, for the account of the Sub-Fund, a portfolio of secondary investments from a seller on an "all or nothing" basis. In some such cases, certain of the secondary investments may be less attractive than others, and certain of the managers of the secondary investments may be more experienced or highly regarded than others. In such cases, it may not be possible for the Sub-Fund to carve out from such purchase those investments that the Investment Manager considers (for commercial, tax, legal or other reasons) less attractive. It may also be more difficult for the Investment Manager to successfully value and close on investments being sold on a portfolio basis. In addition, the Sub-Fund may invest in secondary investments with other investors through the use of joint ventures and similar arrangements. Such arrangements may involve the Sub-Fund taking on greater risk with an expected greater return or reducing their risk with corresponding reduction in the rate of return. Such arrangements also subject the Sub-Fund to the risk that the counterparty will not meet its obligations. If structured as such, the tax consequences of an investment in the Sub-Fund may be different than otherwise described herein, including, for example, the amount, timing and character of distributions by the Fund. Moreover, the historical performance of managers is not a guarantee or prediction of their future performance, which can vary considerably. In addition, the diligence process for secondary investments may differ from the diligence process conducted in connection with primary investments. There are no assurances that the Fund will be able to invest fully its target allocation to secondary investments or that suitable investment opportunities will be identified, which may adversely affect the Sub-Fund's performance. Equally, there can be no assurance that the Sub-Fund will be able to realise any secondary investment at a price that reflects what the Investment Manager believes to be its market value. In addition, the term "secondary investment" is defined broadly and the Investment Manager will have the ability as well as the incentive to categorise certain investments as secondary investments when they could also be categorised as primary investments.

Certain other risks associated with secondary investments include, among others: (i) the overall performance of secondary investments will depend in large part on the performance of the

underlying assets and the acquisition price paid for such secondary investments, which may be negotiated based on incomplete or imperfect information; (ii) where the Sub-Fund acquires a Target Fund interest as a secondary investment, the Sub-Fund will generally not have the ability to modify or amend such Target Fund constitution's documents (e.g., limited partnership agreements) or otherwise negotiate the economic terms of the interests being acquired; and (iii) the secondary investments may be acquired at a discount to the Target Fund net asset value. Secondary investments acquired at a discount may result in unrealized gains at the time the Sub-Fund next calculates its Net Asset Value. Such unrealized gains will increase the Sub-Fund's Net Asset Value and performance by the difference between the most recent net asset value reported by the Target Fund and the negotiated purchase price.

Sponsor-Led Secondary Investments. The Sub-Fund's secondary investments are expected to include non-traditional secondaries, including sponsor-led (or manager-led or GP-led) secondaries. Such sponsor-led transactions are subject to a number of risks, including, without limitation, potential challenges to the transaction and the transaction process itself by existing investors and the associated expenses incurred in defending such actions; the existence of various closing conditions (e.g., the negotiation of definitive transaction agreements with new investors, the completion of financing, receipt of required consents and approvals; and sufficient existing investor and/or new investor demand); and the ability of the Target Fund to retain its investment professionals following the transaction. The structure and terms of such transactions (including those related to allocations of fees and expenses) are often based primarily on negotiations and discussions with the lead or anchor investor with little or no flexibility for the other investors (including, potentially, the Sub-Fund) to amend, modify or negotiate the constituent documents of the Target Fund.

Additional Costs and Resources relating to Secondary Investments. The costs and resources required to investigate the commercial, tax and legal issues relating to secondary investments may be greater than those relating to primary investments.

Contingent Liabilities Associated with Portfolio Fund Interests Acquired in Secondary Transactions. Where the Sub-Fund acquires a portfolio fund interest as a secondary investment, the Sub-Fund may acquire contingent liabilities associated with such interest. Specifically, where the seller has received distributions from the relevant investment and, subsequently, that investment recalls any portion of such distributions, the Sub-Fund (as the purchaser of the interest to which such distributions are attributable) may be obliged to pay an amount equivalent to such distributions to such investment. While in some circumstances the Sub-Fund may be able, in turn, to make a claim against the seller of the interest for any monies so paid to the investment, there can be no assurance that the Sub-Fund would prevail in such claim.

Difficulty in Obtaining Accurate Valuations. Interests in Target Funds will generally be valued based on the value of the underlying assets of the applicable Target Fund, which will ordinarily be based on (or heavily influenced by) valuations provided by the applicable manager of the Target Fund. Investment managers may be incentivised to overstate the value of such securities. For example, higher valuations may overstate the current investment returns for a Target Fund, which may influence potential investors to invest or may result in increased management fees to the relevant investment manager. In any event, valuation of underlying assets is difficult, because there generally is no established market for securities of the privately-held companies typically held by a Target Fund, and access to information to make a more fully informed valuation may be limited and/or it may be impracticable or cost-prohibitive to attempt any such valuation.

Reliance on other Investment Managers. The returns of the Sub-Fund with respect to investments made in Target Funds will depend largely on the performance of managers of the Target Funds and their key personnel/management teams and their successful operation of a Target Fund, in accordance with the Sub-Fund's plans and/or objectives which performance includes services with respect to the making, holding and disposing of investments, as well as

appropriately managing the affairs of themselves and the Target Funds (e.g., maintaining appropriate internal controls, risk management policies and complying with applicable laws). There can be no assurance that the Target Funds and their respective investments will achieve their respective investment or performance objectives, which could have a material adverse effect on the Sub-Fund. Further, in all cases, the Sub-Fund will rely on each Target Fund manager to manage its activities in a manner consistent with its stated disclosures and applicable laws and regulations and in a manner that will permit such Target Fund manager to maintain a quality reputation.

The AIFM and the Investment Manager will not have an active role in the day-to-day management of the Target Funds in which the Sub-Fund invests, as applicable.

Limited Track Records of Certain Target Fund Managers. The Sub-Fund may invest in Target Funds run by managers who have established their own funds after working with various investment groups including, for example, BlackRock. In such cases, there is likely to be little, if any, historical performance data available to the Investment Manager for the new manager. In addition, the data on past performance of the manager's personnel's prior fund or investments (whether in a principal capacity or an advisory role) available to the Investment Manager may not be an indication of the future performance of the new manager's new fund or investments. There can be no assurance that these Target Funds will achieve their respective investment or performance objectives. The failure of one or more of the Target Funds to meet their investment or performance objectives could have a material adverse effect upon the Sub-Fund.

Limited Ability to Negotiate Structures. The Sub-Fund's performance with respect to investments made through Target Funds will be affected by the structure of the acquisition and the terms of the Target Funds including legal, tax, regulatory and/or other considerations, over which the Sub-Fund may have limited control. The Investment Manager may believe an investment opportunity is a generally appropriate investment for the Sub-Fund even though the opportunity may have legal, tax or regulatory terms that are not for the benefit of the Sub-Fund.

Limited Ability to Control Tax Consequences to Shareholders. The tax consequences to the Shareholders will depend to a significant degree on the types of investments made by the Sub-Fund and the manner in which such investments are structured, as well as the investments and activities of the Target Funds. Because the Target Funds' activities and investments will not be controlled by the Sub-Fund, the ability of the Sub-Fund to influence the activities of underlying entities or the structuring of investments made by such entities may be limited or non-existent. Moreover, in certain circumstances, the Sub-Fund may be required to hold an investment that was not structured as most appropriately for the investor profile of the Sub-Fund or the Shareholders, in which case the Sub-Fund and the Shareholders may be subject to additional tax leakage than may have been otherwise expected.

For these and other reasons, the Sub-Fund may be limited in its ability to avoid adverse U.S. federal, state, local, and/or non-U.S. tax consequences with respect to the Shareholders. Each Investor is urged to consult its tax advisor with respect to the specific U.S. federal, state, local, and non-U.S. tax and/or filing consequences of an investment in the Sub-Fund.

Target Funds Invest Independently. The Target Funds in which the Sub-Fund will invest generally will invest wholly independently of one another and may at times hold economically offsetting positions. To the extent that the Target Funds do, in fact, hold such positions, the Target Funds in which the Sub-Fund invests, considered as a whole, may not achieve any gain or loss despite incurring fees and expenses in connection with such positions. In addition, the Target Fund managers may be compensated based on the performance of their investments. Accordingly, there may often be times when the Target Fund managers may receive incentive compensation in respect of their investments for a period even though the Target Funds in which the Sub-Fund invested overall depreciated during such period.

Changes in Expected Investment Objectives or Strategies of Target Funds may be Adverse to the Sub-Fund. The Target Funds in which the Sub-Fund invests may have the ability to change their investment objectives and strategies and economic and other fund terms after the Sub-Fund has acquired an interest in such Target Funds, and such change in the investment objectives and strategies may be adversely different from the objectives currently expected by the Investment Manager. The Sub-Fund may not have the ability to reduce its commitment to such investment or withdraw from such Target Funds.

While the Sub-Fund will seek to invest into Target Funds focused on private equity investments consistent with the Sub-Fund's investment strategy, it cannot be excluded that the Target Funds may make changes to their own investment strategies or otherwise hold investments which are not consistent with the Sub-Fund's investment strategy.

Ability of Target Funds and Target Fund Managers to Enter New Lines of Business. Target Funds and/or their managers may enter into new lines of business not anticipated by the Sub-Fund at the time the Sub-Fund invests in such Target Funds. The Sub-Fund will likely not have the ability to prevent Target Funds from taking such action and will likely not have the ability to reduce or withdraw its investments in such Target Funds following such decisions to enter into new lines of business. As a result, such decisions by the Target Funds may negatively impact the performance of the Sub-Fund.

Multiple Levels of Fees and Expenses. By investing in the Sub-Fund, Investors will bear any asset-based fees and performance-based fees or allocations at the level of the Sub-Fund, in addition to any asset-based fees and performance-based fees or allocations at the Target Fund level. Moreover, an Investor in the Sub-Fund will bear a proportionate share of the fees and expenses of the Sub-Fund (including organisational and offering expenses, operating costs, sales charges, brokerage expenses, taxes and administrative fees) and, indirectly, similar expenses of the Target Funds. Thus, Investors in the Sub-Fund may be subject to higher operating expenses than if the Sub-Fund did not make an investment through a Target Fund, or if the Investor invested in the relevant Target Funds directly. The Sub-Fund will take into account the expected impact of management fees and expected incentive allocations, carried interest and other performance fees of Target Funds, when evaluating investment opportunities and seek to adjust the purchase price in an effort to mitigate some or all of the incremental fees and expenses.

The Sub-Fund generally will be subject to a performance-based fee or allocation from each Target Fund, irrespective of the performance of other Target Funds and the Sub-Fund generally. Accordingly, a Target Fund with positive performance may bear performance-based compensation, which would be borne by the Sub-Fund and thus, indirectly by the Investors, even if the Sub-Fund's overall performance is negative. The Sub-Fund may, in the Investment Manager's sole discretion, allocate assets to Target Fund managers that receive fixed fees, asset-based fees, performance-based fees and/or allocations or other compensation at rates that materially exceed the percentages used to calculate the Management Fee and distributions of carried interest or that structure their compensation in materially different ways.

Risks Relating to the Use of Leverage by the Target Funds and their Investments. In addition to the risks described in "*Borrowing and Leverage*" above, if the Sub-Fund makes an investment in a leveraged Target Fund there is a risk that the Target Fund will be unable to complete successfully a refinancing, if one is desired. A Target Fund's leveraged investment may face similar difficulty. This could lead to increased risk as a result of a Target Fund having a longer-term investment than expected and/or a larger equity investment than expected. In using leverage, to the extent permitted by applicable law, including the Dodd-Frank Act, the portfolio companies and Target Funds, as applicable, may borrow money from BlackRock or may enter into other transactions with BlackRock, which may give rise to certain conflicts of interest.

Giveback Obligations; No Recourse to Seller. The terms of the investments may require the Sub-Fund to accept contingent liabilities associated with any such investments, including to

return distributions received from such investments upon the occurrence of certain circumstances. For example, in connection with the disposition of an investment, the Sub-Fund or a Target Fund may be required to make representations and warranties about the business and financial affairs of such investment and indemnify the purchasers to the extent that any of these representations and warranties turn out to be inaccurate or misleading. The Sub-Fund may be required to return certain distributions to the Target Fund to fund such indemnification or other obligations. While in some circumstances the Sub-Fund may be able to make a claim against the seller of the investment for any such amounts paid to a Target Fund, there can be no assurance that the Sub-Fund would prevail in any such claim. In addition, the Sub-Fund may be responsible for its share of any "giveback" related to the Sub-Fund's investment in a Target Fund or indirect investment in such an investment. Giveback obligations will reduce the amount of funds available for distribution to the Investors or to make additional Investments.

Carried Interest and PE Sponsors. Underlying managers of the funds in which the Sub-Fund will invest typically will receive incentive compensation (such as carried interest or performance fee). Such a compensation arrangement may incentivise Target Fund managers to make investments that are riskier or more speculative than would be the case if such arrangement were not in effect. Furthermore, if a Target Fund manager is in a position where it is unlikely that it will receive carried interest compensation from a Target Fund (e.g., if there has been a write-off of the underlying investment), such manager may perhaps lose interest and focus on another fund or endeavour with more upside potential. In addition, it is possible that Target Fund managers may seek to "reset" their carried interest compensation if the Target Funds' portfolios have incurred significant losses which the Target Fund managers believe are difficult to overcome. In this situation, the Target Fund and investors, including the Sub-Fund, may be asked to consent to an amendment allowing the Target Fund manager to receive their carried interest compensation based on performance from a specified date or valuation, rather than overall performance. If such an amendment is adopted, regardless of whether the Sub-Fund consents or not to such amendment, the proceeds from investments in the Target Funds realised by the Sub-Fund may be adversely affected.

Uncertainty of Financial Projections. The Investment Manager will generally base their investment decisions and determinations with regards to acquisitions of interests in Target Funds on the basis of financial projections for the relevant Target Funds. Projected operating results will normally be based on projections and estimates of cash flows from prospective investments. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projections. General economic, political and market conditions, which are not predictable, can have a material adverse impact on the reliability of such projections.

Reliance on Reporting from Target Funds. The Sub-Fund's ability to deliver accurate and timely reports, with respect to Target Funds, is generally dependent upon the accuracy and timeliness of the reports received from Target Fund managers. The position of Investors in the Sub-Fund may depend on the amount of information the Sub-Fund receives from the Target Fund managers. If the Sub-Fund does not have the right to access particular information about an investment, Investors' positions, including their tax position, may be prejudiced.

Target Fund managers may utilise divergent reporting standards that may make it difficult for BlackRock to accurately assess the prior performance of a Target Fund. In addition, such reporting variances may affect the ability of BlackRock to accurately value and monitor Target Funds. Such variances typically involve the calculation of the internal rate of return on investment; the Target Fund may have different policies regarding the inclusion of fees due to the manager and/or investment professionals and expenses of such Target Funds when calculating the return on investment.

Certain investment managers (in particular those that are subject to the SFDR) are also in the relatively early stages of developing processes to produce sustainability or ESG information

relating to their investments. Accordingly, the processes or information are particularly susceptible to inaccuracies, or to be changed in response to developing market or regulatory standards. For example, some managers may seek to change the SFDR classification of the relevant Target Fund after the Sub-Fund has invested. Any inaccuracies or changes will affect the Sub-Fund's ability to produce accurate and timely reports.

Interests in Target Funds may be difficult to value because it may be relatively difficult for the Sub-Fund to obtain reliable valuations of the Target Fund when making investment decisions. Investors should be aware that situations involving uncertainties as to the valuation of assets could have an adverse effect on the returns of the Sub-Fund.

**8.3 Private Equity Assets**

Controlled Portfolio Assets. Although not generally expected because the Sub-Fund will generally focus on non-control positions, the Sub-Fund (alone or together with other investors) may be deemed to have a control position with respect to some of its investments, which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as additional risks of liability for environmental damage, product defects, failure to supervise management teams, labour violations, pension plan underfunding, violation of governmental regulations and other types of liability in which the general limited liability characteristic of business operations may be ignored.

Distressed Investments. The Sub-Fund may make investments in the securities and obligations of companies that are experiencing or are expected to experience financial difficulties, including through pre-packaged bankruptcy plans or reorganisations. These financial difficulties may never be overcome and may cause such companies to become subject to bankruptcy proceedings. Such investments by the Sub-Fund could, in certain circumstances, subject the Sub-Fund to certain additional potential liabilities that may exceed the value of the Sub-Fund's original investment therein. For example, under certain circumstances, a lender who has inappropriately exercised control over the management and policies of a debtor may have its claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. In addition, under certain circumstances, payments to the Sub-Fund and distributions by the Sub-Fund to its Investors, including the Sub-Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, preferential payment or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, investments in restructurings may be materially and adversely affected by statutes relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims or re-characterise investments made in the form of debt as equity contributions.

Mezzanine Securities. Although mezzanine securities are typically senior to common stock or other equity securities, the preferred equity and debt securities in which the Sub-Fund may invest will generally be unsecured and subordinated to substantial amounts of senior debt, all or a significant portion of which may be secured. In addition, these securities may not be protected by any or all of the financial covenants, such as limitations upon additional indebtedness, typically protecting such senior debt. Holders of mezzanine debt and other junior capital securities generally are not entitled to receive any payments in bankruptcy or liquidation until senior creditors are paid in full. Holders of preferred equity are not entitled to payments until all creditors are paid in full. In addition, the remedies available to holders of mezzanine debt are normally limited by restrictions benefiting senior creditors. In the event any portfolio company cannot generate adequate cash flow to meet senior debt service, the Sub-Fund may suffer a partial or total loss of capital invested in such preferred equity and/or debt securities.

Inability to Realise Current Income. Although the Sub-Fund's investments may generate current income, any particular investment may not generate distributable current income with any regularity, if at all. In select situations, the Investment Manager may deem it prudent to

use financial leverage in order to reduce the size of equity commitments and to seek to enhance equity returns, with the aim of creating long-term capital appreciation. In certain situations, and depending upon the structure of such financial leverage, this may reduce the amount of distributable current income in the near term from an investment. Many Target Funds in which the Sub-Fund may invest, invest in assets that do not generally generate current income and only generate distributions upon realisation of their underlying investments.

Start-up or Venture Investments**.** The Sub-Fund may invest in the venture capital space or in start-up companies. Investments in portfolio companies that are newly formed, less mature than their competition, or that are engaged in business in a rapidly evolving industry involve a particularly high degree of business and financial risk, are considered highly speculative and may result in the loss of the Sub-Fund's entire investment. These companies may: (a) be in an early stage of development and not have a proven operating history; (b) be operating at a loss or have significant variations in operating results; (c) be engaged in a rapidly changing business with products subject to a substantial risk of obsolescence; (d) require substantial additional capital to support their operations, to finance expansion or to maintain their competitive position; (e) rely on the services of a limited number of key individuals, the loss of any of whom could significantly adversely affect such portfolio company's performance; and (f) otherwise have a weak financial condition or be experiencing financial difficulties. In addition, such portfolio companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, and a larger number of qualified management and technical personnel.

A portfolio company's ability to succeed will be dependent upon its ability to constantly evolve its business to be sure that its products keep pace with changing technologies and markets. In addition, a portfolio company will need to implement appropriate sales and marketing, inventory, finance, personnel, and other operational strategies in order to become and remain successful.

The Sub-Fund may invest in the private equity of companies at an early stage of development, which involves a high degree of business and financial risk. Early-stage companies with little or no operating history may require substantial additional capital to support expansion or to achieve or maintain a competitive position and may produce substantial variations in operating results from period to period or may operate at a loss. The capital of the Sub-Fund is limited and may not be adequate to protect the Sub-Fund from dilution in multiple rounds of funding. In addition, such investments may face intense competition, including competition from companies with greater financial resources, more extensive development, better marketing and service capabilities and a larger number of qualified management and technical personnel. The public market for early stage companies is highly volatile. Such volatility may adversely affect the ability of portfolio companies to raise capital when needed, the ability of the Sub-Fund to dispose of investments and the value of the Sub-Fund's investment securities on the date of sale or distribution. Securities of any such Investment will likely be thinly traded and undercapitalised and will therefore be more sensitive to adverse business or financial developments. In the event that any such investment is unable to generate sufficient cash flow or raise additional equity capital to meet its projected cash needs, the value of the Sub-Fund's investment could be significantly reduced or even lost entirely. Such risks may adversely affect the performance of such investments and result in substantial losses.

Investments in Less Established Companies. The Sub-Fund may invest a portion of its assets in the securities of less-established portfolio companies. Investments in such early-stage companies may involve greater risks than are generally associated with investments with more-established portfolio companies. Less-established companies tend to have lower capital and fewer resources, and therefore, often are more vulnerable to financial failure. See also "*Start-up or Venture Investments"* above.

## 8.4 Private Credit Assets

Debt and Debt-Related Instruments. The Sub-Fund may invest in debt and debt-related instruments which are unrated by a recognised credit-rating agency or below investment grade and which are subject to greater risk of loss of principal and interest than higher-rated fixed income securities. Such debt may or may not be secured and may be structurally or contractually subordinated to substantial amounts of senior indebtedness, and such debt securities are subject to greater risk of loss of principal and interest than higher-rated securities and are generally considered to be predominantly speculative with respect to the issuer's capacity to pay interest and repay principal. In particular, the Sub-Fund may invest in fixed income securities and other debt securities which are not protected by financial covenants or limitations on additional indebtedness. The Sub-Fund will therefore be subject to credit, liquidity and interest rate risks. In addition, lack or inadequacy of collateral or credit enhancement for a debt instrument may increase the issuer's credit risk. Credit risk may change over the life of an instrument. Securities that are rated by rating agencies are often reviewed and may be subject to downgrade, which generally results in a decline in the market value of such security. Evaluating credit risk involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, which can make it difficult to accurately calculate discounting spreads for valuing financial instruments. Such risks may adversely impact the Sub-Fund's financial returns.

Senior Secured Loans. The Sub-Fund may invest in senior secured loans, being loans that are typically at the most senior level of the capital structure and which are generally secured on shares in certain group companies of the borrower and may also be secured by specific collateral or guarantees. Security may be limited to shares in certain group companies, accounts receivables, bank account balances and intellectual property rights. This security may well not be perfected. The value of any security granted in respect of any loan obligation may fluctuate over time and there is no guarantee that the value of such security will be sufficient to meet the payment obligations of the borrower. Security provided by borrowers may be highly correlated with the financial status of the borrower (for example, security granted over shares in the borrower or members of the borrower's group) and, should the borrower's financial situation deteriorate, the value of the security may also suffer a similar decline. Senior secured loans usually have shorter terms than more junior obligations and often require mandatory prepayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities on a priority basis. Furthermore, the actual terms of any particular senior secured loan will have been a matter of negotiation and will thus be highly customised. Any particular loan or obligation may therefore contain terms that are not standard and that provide less protection to creditors than might be expected, including in respect of covenants, events of default, security or guarantees, which may lead to onerous obligations on creditors. Should any of the foregoing risks materialise, they may materially and adversely impact the returns of the Sub-Fund.

Unitranche. The Sub-Fund may invest in unitranche loans, being loans under one debt instrument which are of a greater quantum than would be available to borrowers through senior debt alone and therefore, from a risk perspective, represent a hybrid of senior and subordinated debt risk. Such debt instruments provide a single interest rate to borrowers for the whole of the unitranche loan, but where that loan is provided by more than one lender those lenders may agree, through contractual subordination, that certain lenders will rank in priority upon an enforcement and adjust their entitlement to interest between themselves accordingly. Where the Sub-Fund hold minority positions in such loans it may therefore itself be contractually subordinated to holders of a majority of that unitranche loan. In such instances, depending on the size of the Sub-Fund's holding in the unitranche loan, the Sub-Fund may categorise such debt as subordinated debt for the purpose of the Sub-Fund's investments. Alternatively, where the Sub-Fund holds a majority holding in such loans, the Sub-Fund may categorise similar or analogous unitranche debt as senior debt in light of there being limited

prior ranking debt. In addition, such loans will generally be subordinated to a revolving credit facility that is typically provided on a super-senior basis and will, therefore, rank ahead of the unitranche loan in terms of priority upon an enforcement. For the risks associated with senior debt see "*Senior Secured Loans*" above.

Unsecured Loans. The Sub-Fund may originate and invest in unsecured loans. Unsecured loans generally are subject to similar risks as those associated with investments in secured loans. However, because unsecured loans have lower priority in right of payment to any higher-ranking obligations of the borrower and are not backed by a security interest in any specific collateral, they are subject to additional risk that the cash flow of the borrower and available assets may be insufficient to meet scheduled payments after giving effect to any higher ranking obligations of the borrower. Unsecured loans generally have greater price volatility than secured loans and may be less liquid. Such risks may adversely impact the Sub-Fund's financial returns.

Investments in Highly Leveraged Companies. The Sub-Fund's investments may include investments in borrowers whose capital structures have significant leverage (including substantial leverage senior to the Sub-Fund's investment, a considerable portion of which may be secured by first liens and/or may be at floating interest rates). Such investments are inherently more sensitive to declines in revenues, competitive pressures and increases in expenses and interest rates. The leveraged capital structure of such borrowers will increase their exposure to adverse economic factors such as downturns in the economy or deterioration in the condition of its industry, and such borrowers may be subject to restrictive financial and operating covenants. This leverage may result in more serious adverse consequences to such borrowers (including their overall profitability or solvency) in the event these factors or events occur than would be the case for less leveraged companies. If a borrower cannot generate adequate cash flow to meet debt obligations, such borrower may default on its loan agreements or be forced into bankruptcy resulting in a restructuring of the borrower's capital structure or liquidation. The debt securities acquired by the Sub-Fund may not be the most senior in what could be a complex capital structure, and thus subject to greater risk of loss. Furthermore, to the extent the borrowers in which the Sub-Fund has invested become insolvent, the Sub-Fund may determine, in cooperation with other debt holders or on its own, to engage, at the Sub-Fund's expense in whole or in part, counsel and other advisors in connection therewith.

Lower Ratings. The Sub-Fund may invest in debt and securities which are rated in the lower rating categories by the various credit rating agencies or, more commonly, in non-rated securities. Such potential non-investment grade ratings for such assets typically result from the overall leverage of the loans, the lack of a strong operating history for the borrowers, the borrowers' credit history, the borrowers' underlying cash flow or other factors. As a result, securities in the lower rating categories are subject to greater risk of loss of principal and interest than higher-rated securities and are generally considered to be predominantly speculative with respect to the issuer's capacity to pay interest and repay principal. Analysis of the creditworthiness of issuers of below investment-grade and unrated debt instruments may be more complex than for issuers of higher-quality debt obligations. The Sub-Fund's success in achieving its investment strategies may therefore depend more heavily on the Investment Manager's credit analysis than if the Sub-Fund invested primarily in higher-quality and rated securities.

A below-investment grade loan obligation or an interest in a below-investment grade loan may become a defaulted obligation for a variety of reasons. A defaulted obligation may become subject to either substantial workout negotiations or restructuring, which may entail, among other things, a substantial reduction in the interest rate, a substantial write-down of principal and a substantial change in the terms, conditions and covenants with respect to such defaulted obligation. In addition, such negotiations or restructuring may be quite extensive and protracted over time, and therefore may result in substantial uncertainty with respect to the ultimate

recovery on such defaulted obligation. The liquidity for defaulted obligations may be limited, and to the extent that defaulted obligations are sold, it is highly unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest thereon.

In addition, the secondary market on which such debt instruments are traded may be less liquid than the market for investment-grade securities, meaning such debt instruments are subject to greater liquidity risk than investment-grade securities, and it may be more difficult to hedge against the risks associated with such debt instruments.

Non-Payment of Principal and Interest. The Sub-Fund's investments in debt assets are subject to the risk of non-payment of scheduled interest or principal by the borrowers with respect to such investments. Such non-payment would likely result in a reduction of income to the Sub-Fund and a reduction in the value of the loans experiencing non-payment.

Borrower Default Risk. A borrower's failure to satisfy financial or operating covenants imposed by the Investment Manager or other lenders could lead to defaults and, potentially, acceleration of the time when the loans are due. Foreclosure on its assets representing collateral for its obligations could trigger cross defaults under other agreements and result in prepayment of the loans or jeopardise the Sub-Fund's investment's ability to meet its obligations under the debt that the Sub-Fund holds and the value of any equity securities it owns. The Sub-Fund may also incur substantial litigation and other expenses to the extent necessary to seek recovery upon default or to negotiate new terms.

Additionally, if there is a default by a borrower under any of the Sub-Fund's loans, the Investment Manager's exercising of contractual rights pursuant to the loan agreement may involve delays or costs and any available collateral may prove to be unsaleable or saleable only at a price less than the loan amount, which could result in a loss to the Sub-Fund.

Furthermore, to the extent that a default occurs with respect to any investment and the Sub-Fund sells or otherwise disposes of such investment, the proceeds of such sale or disposition are likely to be less than the unpaid principal and interest thereon. In addition, the Sub-Fund may incur additional expenses to the extent it seeks recoveries upon the default of the Sub-Fund investment or participates in the restructuring of the Sub-Fund investment.

Even in the absence of a default with respect to any of the Sub-Fund's investments, the potential volatility and lack of liquidity at any time will vary and may vary substantially from par or from the price at which such investments were initially purchased and from the principal amount of such investments. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition of such investments at any time, or that the proceeds of any such sale or disposition would be sufficient to pay a corresponding redemption amount on the Interests.

Performance of Borrowers. The ability of the Sub-Fund to pay amounts payable to the Shareholders may depend upon the general operating performance and debt service capabilities of the borrowers. There can be no assurance that the borrowers will be able to generate the funds necessary to meet their respective payment obligations under the Sub-Fund's investments. If any borrowers should become unable to meet their payment obligations under the Sub-Fund's investments, the Sub-Fund may become partially or wholly unable to make any payments to the Shareholders.

Defaults and Recoveries. There is limited historical data available as to the levels of defaults and/or recoveries that may be experienced on secured loans, and no assurance can be given as to the levels of default and/or recoveries that may apply to any secured loans invested in or purchased by the Sub-Fund. The actual terms of any particular secured loan will have been a matter of negotiation and will thus be highly customised. The types of protection afforded to creditors will therefore vary from investment to investment. Recoveries on secured loans may

also be affected by the different bankruptcy regimes applicable in different jurisdictions and the enforceability of claims against the borrowers thereunder.

Restructuring Risk. It is possible that defaults may occur in respect of the Sub-Fund's investments which may consequently be the subject of a restructuring rather than an enforcement process. The workout process and the behaviour of various creditor groups cannot be predicted and as a result the timing of payment due in respect of the Sub-Fund's investment could be significantly delayed.

There can be no assurance that upon any such restructuring the Sub-Fund will continue to receive the same contractual payments of interest at the times and in the amounts the Sub-Fund had prior to such a restructuring, or that the restructuring may not result in all or part of a mortgage asset in which the Sub-Fund has invested being exchanged for an equity entitlement in the borrower or its group.

Credit / Default Cycle Risks. Financial markets have historically experienced cycles in the accessibility of credit in the lending market. Such cycles have a propensity to commence where lending is widely available and access to funds for borrowing is easily obtained by borrowers. Periods of increased credit availability are characterised by lower interest rates, higher utilisation and borrowing amounts and less stringent lending criteria.

Historically, periods of credit availability have been superseded by periods of contraction in the lending market leading to a reduction of the funds available for borrowing, increased interest rates and application of stricter lending requirements. The result of this credit contraction period is a reduction in the number of borrowers able to obtain funds for borrowing. During this period, borrowers may find it difficult to find new financing in the market, impacting economic growth, increasing market instability and default rates on existing debt financing (for example, where lending is not available for borrowers to refinance existing debt obligations).

The contraction period continues until such time as lenders perceive that the risks associated with lending have been sufficiently reduced and lending becomes more attractive. In periods of increased competition and accessibility to credit, the credit cycle may negatively impact the rates and terms on which the Sub-Fund's investments are offered in the market, constraining the Investment Manager's ability to identify attractive investment opportunities and reducing the returns available for the Sub-Fund. In contrast, in periods of credit contraction in the market, the availability of investments will be reduced, the Sub-Fund may experience increased competition with other funds with similar investment strategies for investments and sourcing investment opportunities with attractive returns may be problematic.

Structured Products and Structured Finance Securities. Within the limits of applicable law, the Sub-Fund may make investments in or related to structured products, including collateralized securities, collateralised debt obligations, collateralised bond obligations, collateralised loan obligations, synthetic risk transfers transactions agency and non-agency mortgage-backed securities, residential mortgage-backed securities and commercial mortgage-backed securities. These investments may consist of equity or subordinated debt securities issued by a private investment fund or pool that invests, on a leveraged basis, in the real estate, bank loan, high yield debt or other asset groups, including those in which the Sub-Fund may invest, and/or synthetic exposures to the same. Structured finance securities typically entitle the holders thereof to receive payments of interest and principal that depend primarily on the cash flow from or sale proceeds of a specified pool of assets, either fixed or revolving, that by their terms convert into cash within a finite time period, together with rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities. Many structured products contain covenants designed to protect the providers of debt financing to such structured products. A failure to satisfy those covenants could result in the untimely liquidation of the structured product, a diversion of payments from lower tranches of the

securitisation financing vehicle owned by the Sub-Fund to holders of higher tranches, and possibly a complete loss of the Sub-Fund's investment therein.

The value of an investment in a structured product will depend on the investment performance of the assets in which the structured product invests and will therefore be subject to all of the risks associated with an investment in those assets. These risks include the possibility of a default by, or bankruptcy of, the issuers of such assets or a claim that the pledging of collateral to secure any such asset constituted a fraudulent conveyance or preferential transfer that can be subordinated to the rights of other credits of the issuer of such asset or nullified under applicable law. These risks could be exacerbated to the extent that the portfolio of the applicable structured products is more concentrated in one or more particular investments, types of investments or industries. In addition, if the particular structured product is invested in a security in which the Sub-Fund is also invested, this would tend to increase the Sub-Fund's overall exposure to the credit of the issuer of such securities, at least on an absolute, if not relative basis. The Sub-Fund will not own such assets directly and will therefore not benefit from general rights applicable to the holders of assets, such as the right to indemnification and the rights to setoff, or have voting rights with respect to such assets, and in such cases, all decisions related to such assets, including whether to exercise certain remedies, will be controlled by the structured product.

Exposure to structured finance securities entails various risks, including credit risks, liquidity risks, interest rate risks, market risks, operations risks, structural risks, geographical concentration risks, basis risks and legal risks. Structured finance securities are subject to the significant credit risks inherent in the underlying collateral and to the risk that the servicer fails to perform. Accordingly, such securities generally include one or more credit enhancements, which are designed to raise the overall credit quality of the security above that of the underlying collateral. Structured finance securities are subject to risks associated with their structure and execution, including the process by which principal and interest payments are allocated and distributed to investors, how credit losses affect the issuing vehicle and the return to investors in such securities, whether the collateral represents a fixed set of specific assets or accounts, whether the underlying collateral assets are revolving or closed-end, under what terms (including maturity of the structured finance instrument) any remaining balance in the accounts may revert to the issuing entity and the extent to which the entity that is the actual source of the collateral assets is obligated to provide support to the issuing vehicle or to the investors in such structured finance securities.

Certain structured finance securities held by the Sub-Fund may be subordinate in right of payment and rank junior to other securities that are secured by or represent an ownership interest in the same pool of assets. For example, the Sub-Fund may invest its assets in structured finance securities that represent the equity tranche of an offering. In addition, many of the related transactions have structural features that divert payments of interest and/or principal to more senior classes when the delinquency or loss experience of the pool exceeds certain levels. In certain circumstances, payments of interest may be reduced or eliminated for one or more payment dates. As a result, such securities have a higher risk of loss as a result of delinquencies or losses on the underlying assets, may be illiquid in nature, with no readily available secondary market, and may be highly leveraged or volatile in nature. Additionally, as a result of cash flow being diverted to payments of principal of more senior classes, the average life of such securities may lengthen.

### 8.5 Infrastructure Assets

Risks Associated with Investments in Infrastructure Assets. Investment in infrastructure assets involves many significant relatively unique and potentially acute risks. The Sub-Fund's investments will be subject to risks associated with the geographic or market concentration,

the ability of the Sub-Fund to manage the investments, regulations and laws. Since investments in infrastructure and similar assets, like many other types of long-term investments, have historically experienced significant fluctuations and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of the investments.

Project revenues can be affected by a number of factors and subject to the risks incidental to the ownership and operation of infrastructure projects, including general economic conditions, political events, competition, government regulation, fluctuations in interest rates and the financial position and business strategy of customers. Unanticipated changes in the availability or price of inputs necessary for the operation of an infrastructure asset may adversely affect the overall profitability of the investment. Events outside the control of an investment (which for all purposes of this Section 8 *"Investment Considerations and Risk Factors*" includes assets, projects and/or businesses in which the Sub-Fund invests), such as political action and governmental regulation, demographic changes, economic growth, increasing fuel prices, government macroeconomic policies, social stability, natural disasters, changes in weather, changes in demand for products or services, bankruptcy or financial difficulty of a major customer and/or acts of war or terrorism, could significantly reduce the revenues generated or significantly increase the expense of constructing, operating, maintaining or restoring infrastructure facilities. In turn, this will adversely affect the Sub-Fund's investment in an investment, including that it may impair an investment ability to repay its debt, make distributions to the Sub-Fund or even result in termination of an applicable concession or other agreement to which the investment is a party. As a general matter, the operation and maintenance of infrastructure assets or businesses involve various risks, many of which may not be under the control of the owner/operator, including labour issues, failure of equipment to perform as anticipated, structural failures and accidents and the need to comply with the directives of government authorities. It is expected that investments will typically maintain insurance to protect against certain risks, where available on reasonable commercial terms, such as business interruption insurance, that is intended to offset loss of revenues during an operational interruption. However, such insurance is subject to customary deductibles and coverage limits and may not be sufficient to recoup all of an investment's losses.

In addition, investments in infrastructure assets may also be affected by the prevailing prices of related commodities such as oil, gas and coal. Commodity prices are generally subject to significant fluctuation.

Regulatory Risk; Government, Agency and Rate Risk. The energy industry is often subject to federal, state and local laws and regulations in the countries where the Sub-Fund may invest. Present, as well as future, statutes and regulations could cause investments to incur additional expenditures or experience decreased revenues, restrictions and delays that could materially and adversely affect the investments and the prospects of the Sub-Fund. For example, the U.S. federal government's introduction of a tariff on the importation of solar panels may adversely affect investments that derive their revenues in part from the production of solar energy, and thus the Sub-Fund. In addition, certain governmental authorities are particularly focused on commodities and the regulation thereof. New regulations affecting commodities may limit the Sub-Fund's ability to make certain investments. There can be no assurance that (i) existing regulations applicable to investments generally or the investments will not be revised or reinterpreted; (ii) new laws and regulations will not be adopted or become applicable to the investments; (iii) investments' business and financial conditions will not be materially and adversely affected by such future changes in, or reinterpretation of, laws and regulations (including the possible loss of exemptions from laws and regulations) or any failure to comply with such current and future laws and regulations; or (iv) regulatory agencies or other third parties will not bring enforcement actions in which they disagree with regulatory decisions made by other regulatory agencies.

In addition, in many instances, the operation or acquisition of energy, digital, transportation and environmental & natural resources infrastructure assets may involve an ongoing commitment to or from a government agency. The nature of these obligations exposes the owners of infrastructure investments to a higher level of regulatory control than typically imposed on other businesses.

The Sub-Fund may also invest in investments that derive substantially all or a large portion of their revenues from regulated tariffs or other usage or throughput-related fees. Users of the applicable service provided by an investment may react negatively to any adjustments to the applicable rates, or public pressure may cause a government or government agency to challenge such rates. In addition, adverse public opinion, or lobbying efforts by special interest groups, could result in government pressure on an investment to reduce its rates, forego planned rate increases or take other action that may be adverse to such Investment. The Board cannot guarantee that government entities with which an investment has concession agreements will not try to exempt certain users from tariffs or other fees or negotiate lower rates. If public pressure or government action forces an investment to restrict its rate increases or reduce its rates, and it is not able to secure adequate compensation to restore the economic bargain of the relevant concession agreement, the investment's business, financial condition, and results of operations could be materially and adversely affected.

Regulatory Approvals. Governments and regulators may impose conditions on the construction, operations, and activities of an investment as a condition to granting their approval or to satisfy regulatory requirements. These conditions, which may be statutory or may be tailored to a particular Investment, may limit or provide a disincentive for the investments to invest in competing industries or to acquire anticompetitive market power in a particular market. Governmental and regulatory approvals may also be costly to seek. Furthermore, government permits, licenses, concessions, leases and contracts are generally very complex and may result in a dispute over interpretation or enforceability. Moreover, if an investment fails to comply with any regulation or contractual obligation, the investment or the Sub-Fund could be subject to monetary penalties, loss of the right to operate affected businesses, or both.

There can be no assurance that an investment will be able (i) to obtain all required regulatory approvals that it does not have at the time of the Sub-Fund's investment; (ii) to obtain any necessary modifications to existing regulatory approvals; or (iii) to obtain any regulatory approvals that are required in the future. Delay in obtaining or failure to obtain and maintain in full force and effect any regulatory approvals, or amendments thereto, or the failure to obtain regulatory approvals that are required in the future, or delay or failure to satisfy any regulatory conditions or other applicable requirements, could prevent operation of an investment or sales to third parties or could result in additional costs to an investment and/or the Sub-Fund. Regulatory requirements and/or restrictions may also limit the ability of the Sub-Fund to dispose of investments at opportune times. As a result, the Sub-Fund's ability to achieve its investment objective could be materially and adversely affected if it fails to obtain any required approvals.

Where an investment is the sole or predominant service provider in its service area and provides services that are essential to the community, it may be subject to rate regulation that will determine the prices it may charge. It may be subject to unfavourable price determinations that may be final with no right of appeal or that, despite a right of appeal, could result in its profits being negatively affected.

For all of the foregoing reasons (and for the reasons described in the following few paragraphs), the nature and extent of government regulation is likely to be a key driver of the Sub-Fund's returns.

Government Support for Renewable Energy. Investments in renewable energy and related businesses and/or assets currently enjoy support from national, state and local governments

and regulatory agencies designed to finance or support the financing development thereof, such as the U.S. federal investment tax credit and federal production tax credit, U.S. Department of the Treasury grants, various renewable and alternative portfolio standard requirements enacted by several states, renewable energy credits and state-level utility programs, such as system benefits charge and customer choice programs. Similar support, initiatives and arrangements exist in non-U.S. jurisdictions as well, in particular the European Union. Non-U.S. jurisdictions may have more variable views on policies regarding renewable energy (and for example may be more willing or likely to abandon initiatives regarding renewable energy in favour of more carbon-intensive forms of traditional energy generation). The combined effect of these programs is to subsidise in part the development, ownership and operation of renewable energy projects, particularly in an environment where the low cost of fossil fuel may otherwise make the cost of producing energy from renewable sources uneconomic. The operation and financial performance of any renewable energy investments may be significantly dependent on governmental policies and regulatory frameworks that support renewable energy sources. There can be no assurance that government support for renewable energy will continue, that favourable legislation will pass, or that the electricity produced by the renewable energy investments will continue to qualify for support through applicable 'Renewable Portfolio Standards' programs. The elimination of, or reduction in, government policies that support renewable energy could have a material adverse effect on a renewable energy investment's financial condition or results of operation. To the extent any tax credits, other favourable tax treatment or other forms of support for renewable energy are changed, the Sub-Fund's renewable energy investments may be materially adversely affected.

Environmental Matters. Environmental laws, regulations and regulatory initiatives play a significant role in the energy industry and can have a substantial impact on investments in this industry or investments in infrastructure related to the industry. For example, initiatives to minimise pollution and the effects of climate change have played a major role in the increase in demand for natural gas and alternative energy sources, creating numerous new investment opportunities. Conversely, required expenditures for environmental compliance could materially and adversely impact investment returns in a number of segments of the industry. The energy industry will continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organisations and special interest groups. The Sub-Fund may invest in investments that are subject to changing and increasingly stringent environmental and health and safety laws, regulations and permit requirements, and there can be no guarantee that all costs and risks regarding compliance with environmental laws and regulations can be identified. New and more stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws or regulations could (i) impose substantial additional costs on investments or potential investments, (ii) create liabilities which did not exist at the time of investment and that could not have been foreseen and (iii) otherwise place an investment at a competitive disadvantage compared to alternative forms of infrastructure. Compliance with such current or future environmental requirements does not ensure that the operations of the investments will not cause injury to the environment or to people under all circumstances or that the investments will not be required to incur additional unforeseen environmental expenditures. Moreover, failure to comply with any such requirements could have a material adverse effect on an investment, and there can be no assurance that investments will at all times comply with all applicable environmental laws, regulations and permit requirements. Past practices or future operations of investments could also result in material personal injury or property damage claims, including costs of investigating and remediating contaminated properties. Any noncompliance with these laws and regulations could subject the Sub-Fund and its properties to material administrative, civil or criminal penalties or other liabilities. Under certain circumstances, environmental authorities and other parties may seek to impose personal liability on the Shareholders of a partnership (such as the Sub-Fund) subject to environmental liability. However, a Shareholder may be able to reduce its risk of such personal liability by

avoiding activities with respect to the Sub-Fund's investments other than as specifically contemplated by the Prospectus and the Articles.

In addition, ordinary operation or the occurrence of an accident with respect to an infrastructure asset could cause environmental damage, which may result in significant financial distress to such asset if not covered by insurance, and, even if covered by insurance, may have a detrimental effect on the applicable investment and/or the Sub-Fund, resulting from adverse publicity related to such an incident and other similar results. There is the possibility of existing or future environmental contamination, including soil and ground water contamination, as a result of the spillage of hazardous materials or other pollutants. Under various environmental statutes, rules and regulations of the appropriate jurisdiction, a current or previous owner or operator of real property may be liable for non-compliance with applicable environmental and health and safety requirements and for the costs of investigation, monitoring, removal or remediation of hazardous materials. These laws often impose liability whether or not the owner or operator knew of or was responsible for, the presence of hazardous materials. The presence of these hazardous materials on a property could also result in personal injury, property damage or similar claims by private parties. In addition, persons who arrange for the disposal or treatment of hazardous materials may also be liable for the costs of removal or remediation of these materials at the disposal or treatment facility, whether or not that facility is or ever was owned or operated by that person.

Certain environmental laws and regulations, which may include those regarding greenhouse gases, may require that an owner or operator of an asset address prior environmental contamination, which could involve substantial cost. Such laws and regulations often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of environmental contamination. The Sub-Fund may therefore be exposed to substantial risk of loss from environmental claims arising in respect of its investments. Community and environmental groups may protest about the development or operation of infrastructure assets which may induce government action to the detriment of the Sub-Fund.

Prolonged changes in climatic conditions could have a significant impact on the revenues, expenses and conditions of certain investments. While the precise future effects of climate change are unknown, it is possible that climate change could affect precipitation levels, cause droughts, affect wind levels, annual sunshine levels, sea levels and the severity and frequency of storms and create or substantially contribute to other severe weather events. In the event that climate change causes sea levels to rise, certain investments might be forced to incur expenses to prevent assets from being damaged or rendered unusable by such rising sea levels. Moreover, if the evidence supporting climate change continues to mount, various regulatory agencies may enact more restrictive environmental regulations. These more restrictive regulations could materially impact the revenues and expenses of an investment.

As a result of the foregoing, environmental laws and regulations could have a material and adverse effect on the Sub-Fund.

Effects of Ongoing Changes in the Utility Industry. The Sub-Fund may make investments in the utility industry. In many regions the market dynamics of the utility industry may change, primarily in wholesale markets, as a result of consumer demands, technological advances and other factors. As a result, additional significant competitors could become active in parts of the utility industry. In addition, utility asset owners may find it increasingly difficult to negotiate long-term procurement or sales agreements with counterparties, which may affect their profitability and financial stability.

Power Purchase Agreement Risk. Investments may enter into power purchase agreements ("PPAs"). Payments by power purchasers to such companies or projects pursuant to their respective PPAs may provide the majority of such companies' or projects' cash flows. There can be no assurance that any or all of the power purchasers will fulfil their obligations under their PPAs or that a power purchaser will not become bankrupt or that upon any such

bankruptcy its obligations under its respective PPA will not be rejected by a bankruptcy trustee. There are additional risks relating to the PPAs, including the occurrence of events beyond the control of a power purchaser that may excuse it from its obligation to accept and pay for delivery of energy generated by a company or project. The failure of a power purchaser to fulfil its obligations under any PPA or the termination of any PPA may have a material adverse effect on an investment or project.

Electric and Gas Risks. Energy companies – regardless of fuel type and regardless of whether they are traditional utilities or occupy only parts of the generation, transmission and distribution spectrum – have historically been subject to the risks associated with increases in fuel and other operating costs, high interest costs on borrowings needed for capital construction programs, costs associated with energy and energy trading regulations and compliance as well as with environmental and safety regulations and changes in the regulatory climate and governing regulations. As interest rates declined, many energy companies refinanced high-cost debt and in doing so improved their fixed charges coverage. Regulators, however, lowered allowed rates of return on cost-based utilities, for example, as interest rates declined and thereby caused the benefits of the rate declines to be shared wholly or in part with customers. In a period of rising interest rates, the allowed rates of return may not keep pace with such utilities' increased costs.

The introduction of competition into the energy industry as a result of deregulation has at times resulted in lower revenue, lower credit ratings, increased default risk and lower energy prices. Such increased competition may also cause long-term contracts, which energy companies previously entered into to buy power, to become "stranded assets" that have no economic value. Any loss associated with such contracts must be absorbed by ratepayers and/or investors. In addition, in order to diversify, enhance earnings and gain experience in operating in a deregulated environment some energy companies have invested in energy assets in other countries, including in deregulated utilities, generation, transmission or distribution. In some instances, such acquisitions have involved significant borrowings, which have burdened the acquirer's balance sheet. The contours and effects of deregulation continue to shift, and may continue to impact significantly the energy industry. In addition, changes in global markets (demand, supply and prices) for energy production and inputs, as well as global unrest, can have significant impact on the value of all energy investments. All parts of the energy sector face risk from volatile energy prices as well as increased concentration and competition.

Concession, Leases, Public Ways and Sovereign Rights. An infrastructure investment's operations may rely on government licenses, concessions, leases or contracts that are generally very complex and may result in a dispute over interpretation or enforceability. Even though most permits and licenses are obtained prior to the commencement of full project operations, many of these licenses and permits have to be maintained over the project's life. If the Sub-Fund or an investment fails to comply with these regulations or contractual obligations, it could be subject to monetary penalties or may lose its right to operate the affected asset, or both.

Certain investments may require the use of public ways or may operate under easements. Governments may retain the right to restrict the use of such public ways or easements or require an investment to remove, modify, replace or relocate facilities relating to infrastructure assets at its own expense. If a government exercises these rights, an investment could incur significant costs and its ability to provide service to its customers could be disrupted, which could materially and adversely impact the performance of such investment.

Public Demand and Usage. Even though the Sub-Fund will generally target assets which are anticipated to be subject to lower risk of declining demand, usage and patronage, the Sub-Fund may not be able to eliminate these risks. To the extent that the Board's or the Investment Manager's assumptions regarding the demand, usage, and patronage of assets prove incorrect, the Sub-Fund's financial returns could be materially and adversely affected. Also, some investments may be subject to seasonal variations. Accordingly, the operating results

for certain investments in any particular quarter may not be indicative of the results that can be expected for such investment throughout the entire year. If investments are unable to compete successfully with other infrastructure assets in the vicinity of the assets they operate, the Sub-Fund's business, financial condition and results of operation could be materially and adversely affected.

Terrorism and Investments. The continued threat of terrorism and the impact of military or other action have led to and may continue to cause volatility in prices for commodities and could affect the Sub-Fund's financial results. Further, the United States government has issued public warnings indicating that energy assets might be a specific target of terrorist organisations. Investments may involve significant strategic assets having a national or regional profile. The nature of these assets could expose them to a greater risk of being the subject of a terrorist attack than other assets or businesses. Any terrorist attacks that occur at or near such assets may cause significant harm to employees, property and, potentially, the surrounding community, and may result in losses far in excess of available insurance coverage. As a result of the terrorist attacks on September 11, 2001, insurers significantly reduced the amount of insurance coverage available for liability to persons other than employees for claims resulting from acts of terrorism, war or similar events. A terrorist attack on an infrastructure asset that is not owned by an investment may also have material adverse consequences for all infrastructure assets of that type or in the same vicinity, including those owned by an investment, and may result in an investment being forced to increase preventative security measures or expand its insurance coverage, materially and adversely affecting the profitability of the Sub-Fund's investment therein. As a result of such a terrorist attack or terrorist activities in general, the Sub-Fund may not be able to obtain insurance coverage and other endorsements at commercially reasonable prices or at all.

New Project Risks. Where the Sub-Fund invests in infrastructure construction projects, it is likely to retain some risk that the project will not be completed within budget, within the agreed time frame and to the agreed specification. During the construction phase, the major risks may include delay in the projected completion of the project and resulting delay in the commencement of cash flow, increases in the capital needed to complete construction and insolvency of the principal contractor, a major subcontractor and/or a key equipment supplier (See "*Construction Risks*" below). The assets to which the investments relate may involve significant construction risk, including the risk of substantial delay or increase in cost due to a number of unforeseen factors, such as: political opposition, regulatory and permitting delays, delays in procuring sites, labour and materials, strikes, disputes, environmental issues, force majeure or failure by one or more of the infrastructure investment participants to perform in a timely manner their contractual, financial or other commitments. A material delay or increase in unabsorbed cost could significantly impair the financial viability of an infrastructure investment project, possibly resulting in a material adverse effect on the investments if an investment becomes unable to meet its obligations to the Sub-Fund.

Construction costs may exceed estimates for various reasons, including inaccurate engineering and planning, labour and building material costs in excess of expectations and unanticipated problems with project start-up. Delays in project completion can result in an increase in total project construction costs through higher capitalised interest charges and additional labour and material expenses and, consequently, an increase in debt service costs and insufficient Sub-Funds to complete construction. Delays may also result in material adverse effects on the scheduled flow of project revenues necessary to cover the scheduled operations phase debt service costs, lost opportunities, increased operations and maintenance expenses and damage payments for late delivery. Investments under development or investments acquired to be developed may receive little or no cash flow from the date of acquisition through the date of completion of development and may experience operating deficits after the date of completion. In addition, market conditions may change during the course of development that make such development less attractive than at the time it was commenced. In addition, there are risks inherent in construction work that may give rise to

claims or demands against an investment from time to time. Construction risk is frequently reduced through contract penalty clauses such as liquidated damage provisions, but such provisions may not mitigate the risk of insolvency and other residual risks to investors.

The successful development of new or expansion projects may require or result in the involvement of a broad and diverse group of stakeholders who may either directly influence or potentially be capable of influencing the nature and outcome of the project. Such characteristics may include political or local opposition, receipt of regulatory approvals or permits, site or land procurement, environmentally related issues, construction risks and delays (such as late delivery of necessary equipment), labour disputes (such as work stoppages), counterparty non-performance, project feasibility assessment, dealings with and reliance on third-party consultants, catastrophic events, such as explosions, fires, terrorist attacks and other similar events beyond the control of the Board, the AIFM or the Investment Manager and the Sub-Fund. In addition, when making an investment, value may be ascribed to projects (new or expansion) that do not achieve successful implementation, potentially resulting in lower than expected internal rates of return over the life of the investment.

The risks associated with any new development project are greater than investment in established or more mature businesses and projects with a history of revenue and profit generation. Some project investments may be made at early stages in their development cycle and may be subject to various government approvals, permits, licenses and consents in order to complete their development stage. In addition, many of the commercial arrangements and technical aspects of development projects may be only partially negotiated or not at all as between the relevant parties required to complete the project and achieve commence operations. Either failure or delays in obtaining such approvals, permits, licenses or consents or any other factor preventing achievement of project completion and financial close, could result in a total loss of development expenditure incurred to that point, increases in overall project costs and other adverse impacts on aggregate returns to Investors from the Sub-Fund.

Certain Restrictions on Ownership. Many jurisdictions restrict foreign investment in infrastructure assets. For example, in certain countries, infrastructure investments are predominantly made through certain approved and designated entities, which may significantly limit investment opportunities. Similarly, current U.S. laws give the President of the United States authority to block acquisitions by foreign persons of U.S. entities if that acquisition threatens to impair national security. Such restrictions could limit the Sub-Fund's ability to invest in some entities or impose burdensome notification requirements, operational restrictions or delays in pursuing and consummating transactions. These regulations may result in (i) new or extended governmental reviews (including the investment's effect on applicable national and/or economic security) and/or governmental or regulatory approvals; (ii) new or extended notification periods prior to consummation of an investment; and (iii) additional restrictions and prohibitions on the ownership, management and operation of infrastructure assets or companies by foreign persons. As a result, the Sub-Fund may incur significant delays and costs or be altogether prohibited from making a particular investment, all of which could materially and adversely affect the Sub-Fund's ability to meet its investment objectives. In addition, such restrictions may prevent syndication or sale of infrastructure assets to buyers. Further, political attention surrounding any potential transaction could increase governmental scrutiny. New laws in one country could encourage other countries to impose reciprocal regulations on foreign investment in certain assets in the name of national security, which could have a corresponding effect of limiting the Sub-Fund's ability to make investments in such countries.

In some cases, investments by the Sub-Fund involving the acquisition of or investment in a U.S. business (including a U.S. branch or subsidiary of a company domiciled outside of the United States) may be subject to review and approval by the Committee on Foreign Investment in the United States ("CFIUS"). In the event that CFIUS reviews one or more investments, there can be no assurance that the Sub-Fund will be able to maintain or proceed with such

investments on any terms, or on terms that are acceptable to the Board. Additionally, CFIUS may seek to impose limitations on one or more such investments that may prevent the Sub-Fund from maintaining or pursuing investment opportunities that the Sub-Fund otherwise would have maintained or pursued, which could adversely affect the performance of the Sub-Fund's investment in such investments and thus the performance of the Sub-Fund. Legislation to reform CFIUS was signed into law by the U.S. President on 13 August 2018, and final regulations implementing this legislation were enacted in 2020. The legislation and its implementing regulations, among other things, expand the scope of CFIUS' jurisdiction to cover more types of transactions and empower CFIUS to scrutinise more closely investments in U.S. "critical infrastructure", "critical technology" and "data" companies, including investments involving foreign Shareholders that may be deemed "non-passive".

The Sub-Fund's investments outside of the United States may also face delays, limitations, or restrictions as a result of notifications made under and/or compliance with these legal regimes and rapidly-changing agency practices. Other countries continue to establish and/or strengthen their own national security investment clearance regimes, including in response to U.S. encouragement of other countries to impose CFIUS-like regulations on foreign investment in certain sectors and assets on national security grounds, which could have a corresponding effect of limiting the Sub-Fund's ability to make investments in such countries. In particular, as of April 2019, the European Union has adopted an EU-wide mechanism to screen foreign investment on national security grounds, which could impede, restrict, and/or delay the Sub-Fund's investment with a nexus to the European Union. In addition, on 22 April 2020, the India Ministry of Finance enacted the NDI Rules, 2020, which states that any foreign investment by or from an entity of any country which shares its land border with India or where the beneficial owner of an investment into India is situated in, or is a citizen of, any country which shares its land border with India, can only be made with prior approval of the Government of India. Further clarity is awaited from the Government of India/RBI on what would constitute beneficial owner. The application of the NDI Rules may inhibit the Sub-Fund's ability to consummate investments in India and may require partial or full exclusion of any Shareholders from countries bordering India from such Investments. As a result of such regimes, the Sub-Fund may incur significant delays and costs or be altogether prohibited from making a particular investment, all of which could adversely affect the Sub-Fund's ability to meet its investment objectives. Uncertainty resulting from the application of the NDI Rules may also lead to higher amounts of, or longer durations of, borrowings by the Sub-Fund. Heightened scrutiny of foreign direct investment worldwide may also make it more difficult for the Sub-Fund to identify suitable buyers for Investments upon exit and may constrain the universe of exit opportunities for an investment in an investment.

As a result, the above laws may prevent, delay, impede or restrict syndication or sale of Sub-Fund assets to certain buyers.

Public Infrastructure Risks. The Sub-Fund, through its investments, may control public infrastructure that constitute significant strategic value to public or governmental bodies. Such assets may have a national or regional profile and may have monopolistic characteristics. The very nature of these assets could create additional risks not common in other industry sectors. For example, given the essential nature of the services provided by certain public infrastructure, there is a higher probability that if an owner of such assets fails to make such services available, users of such services may incur significant damage and may be unable to replace the supply or mitigate any such damage, thereby heightening the risks of third-party claims. Political and regulatory considerations and popular sentiments could also affect the ability of the Sub-Fund to buy or sell investments on favourable terms. At certain times, government entities may face significant public pressure against selling infrastructure assets to a fund (such as the Sub-Fund) or strategic investor. General negative publicity may cause the Sub-Fund to choose not to purchase, or make it harder for the Sub-Fund to purchase, infrastructure assets. Conversely, if there is popular hostility towards private ownership of

public infrastructure, it may be difficult for the Sub-Fund to find prospective purchasers for its investments when it seeks to realise such investments.

Risk of Intellectual Property Related Litigation. The energy industry is characterised by the existence of a large number of patents, copyrights, trademarks and trade secrets and by litigation based on allegations of infringement or other violations of such intellectual property rights. There is a possibility of intellectual property rights claims against one or more investments or against a primary project participant, such as a technology or equipment provider. The investments' technologies may not be able to withstand third-party claims or rights restricting their use. Companies, organisations or individuals, including the Sub-Fund's competitors or the competitors to the technology or equipment providers to the investments, may hold or obtain patents or other proprietary rights that may prevent, limit or interfere with the investments' ability to provide services or develop new products or services, making it more difficult for the investments to operate and meet pro forma assumptions. Any litigation or claims, whether valid or not, could be time-consuming, expensive to litigate or settle and could divert the investments' management attention and financial resources. If an investment is determined to have infringed upon a third party's intellectual property rights, such investment may be required to pay substantial damages, cease using technology found to be in violation of a third party's rights, or seek to obtain a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms, or at all, and may significantly increase such investment's operating expenses or may require the investment to restrict its business activities in one or more respects. Such investment may also be required to develop or purchase alternative non-infringing technology that could require significant effort and expense or may not be feasible. In the event of a successful claim of infringement against an investment, and its failure or inability to obtain a license for its use of the infringed technology, the investment in a particular project may be delayed or abandoned, which could have a material adverse effect on the project's, and the Sub-Fund's performance.

Demand for Wireless Infrastructure. The Sub-Fund may invest in tower infrastructure companies, whose revenue is typically supported by rapidly increasing consumer consumption of mobile data and the subsequent requirements of mobile carriers for improved wireless coverage and capacity. These businesses may be adversely affected by any slowdown in such demand growth. Additionally, a reduction in carrier network investment may materially and adversely affect these businesses (including reducing demand for tenant additions, amendments to existing customer leases or network services). Demand for a tower's wireless infrastructure materially depends on the demand for antenna space from tower customers, which, in turn, depends on the demand for wireless coverage and capacity by their underlying customers. The willingness of tower customers to utilise wireless tower infrastructure, or renew or extend existing leases on the wireless tower infrastructure, is affected by numerous factors. A slowdown in demand for wireless coverage and capacity and/or wireless tower infrastructure may negatively impact the growth of companies in which the Sub-Fund invests or otherwise have a material adverse effect on the returns thereto. If customers or potential customers of the Sub-Fund's investments are unable to raise adequate capital to Sub-Fund their business plans as a result of disruptions in the financial and credit markets or otherwise, they may reduce spending, which could adversely affect such investment's anticipated growth or the demand for such investment's wireless infrastructure or network services. The amount, timing and mix of an investment's customers' network investment is variable and can be significantly impacted by the matters described in these risk factors. Changes in carrier network investment is expected to affect the demand for an investment's wireless infrastructure. As a result, changes in carrier plans such as delays in the implementation of new systems, new technologies (including small cells), or plans to expand coverage or capacity may reduce demand for an investment's wireless infrastructure. Furthermore, the wireless industry could experience a slowdown or slowing growth rates as a result of numerous factors, including a reduction in consumer demand for wireless coverage or capacity or general economic conditions. There can be no assurance that weakness or uncertainty in the economic environment will not adversely affect the wireless industry, which may materially and adversely affect an

investment's business, including by reducing demand for an investment's wireless infrastructure or network services. In addition, a slowdown may increase competition for site rental customers or network services. A wireless industry slowdown or a reduction in carrier network investment may materially and adversely affect in the Sub-Fund's investments.

Competition from New Entrants. The Sub-Fund may invest in companies providing fibre infrastructure. These companies may face increased competition from companies in the telecommunications and media industries that currently do not focus on bandwidth infrastructure. While many businesses in the bandwidth infrastructure space are focused bandwidth infrastructure providers that operate on a regional or local basis, in some cases, investments of the Sub-Fund may also compete with communications service providers who also own certain digital infrastructure assets and make them available to customers as a digital infrastructure service. These communication service providers include incumbent local exchange carriers, such as AT&T, Verizon and BT, and cable television companies, such as Comcast, Charter and Televisa. Several of these competitors have greater financial, investment managerial, sales and marketing, and research and development resources than the Sub-Fund will have and are able to promote their brands with significantly larger budgets. A few of these competitors also have significant fibre assets that they principally employ in the provision of their communications services. If any of these competitors with greater resources and/or significant fibre assets chose to focus those resources on bandwidth infrastructure, the ability of investments of the Sub-Fund to compete in the bandwidth infrastructure industry could be negatively impacted. To the extent that communication service providers, cable television companies, and other media companies choose to distribute their content over their own networks, fibre providers could see a reduction in demand for services. Additionally, significant new entrants into the bandwidth services industry would increase supply, which could cause prices for fibre services to decline.

Failure to Retain Property Rights. The Sub-Fund may invest in mobile and internet infrastructure companies that hold certain rights to the land interests under towers and certain data centre facilities. If the Sub-Fund fails to retain rights to this mobile and internet infrastructure, including the land interests under towers or certain data centre facilities, the investments may be adversely affected. The property interests on which some of the Sub-Fund's mobile and internet infrastructure will reside, including the land interests under towers and certain data centre facilities, is expected to consist of leasehold and sub-leasehold interests, fee interests, easements, licenses, and rights-of-way. A loss of these interests may make it impossible to conduct business or generate revenue. For various reasons, the Sub-Fund may not always have the ability to access, analyse, or verify all information regarding titles or other issues prior to purchasing mobile and internet infrastructure. Further, the Sub-Fund may not be able to renew ground or facility leases on commercially viable terms. The Sub-Fund's ability to retain rights to the land interests on which its investment's towers reside, depends on the Sub-Fund's ability to purchase such land, including fee interests and perpetual easements, or renegotiate or extend the terms of the leases relating to such land. If the Sub-Fund is unable to retain rights to the property interests on which the Sub-Fund's mobile and internet infrastructure resides, the Sub-Fund may be adversely affected.

Potential Liability from Radio Frequency Emissions**.** If radio frequency emissions from wireless handsets or equipment on wireless infrastructure are demonstrated to cause negative health effects, potential future claims could adversely affect investments and the Sub-Fund. The potential connection between radio frequency emissions and certain negative health effects, including some forms of cancer, has been the subject of substantial study by the scientific community in recent years. In certain markets that the Sub-Fund may invest in, there have been specific emission limitations placed on individual tower sites. The Sub-Fund cannot guarantee that claims relating to radio frequency emissions will not arise in the future or that the results of such studies will not be adverse to it. Public perception of possible health risks associated with cellular or other wireless connectivity services may slow or diminish the growth of wireless companies, including the Sub-Fund's investments. In particular, negative public

perception of, and regulations regarding, these perceived health risks may slow or diminish the market acceptance of wireless services. If a connection between radio frequency emissions and possible negative health effects were established, operations, costs, or revenues of investments by the Sub-Fund may be materially and adversely affected. Additionally, the returns from certain of the Sub-Fund's investments may be adversely impacted if tower emission regulations are established or tightened in other markets. The Sub-Fund does not currently maintain any insurance with respect to these matters.

Technology Risk. The Sub-Fund may invest in data centre businesses. The infrastructure of these businesses may become obsolete, and investments of the Sub-Fund may not be able to upgrade power and cooling systems cost effectively or at all. Data centre infrastructure may become obsolete due to the development of new systems to deliver power to or eliminate heat in data centre facilities. Additionally, data centre infrastructure could become obsolete as a result of the development of new server technology that does not require the levels of critical load and heat removal that such facilities are designed to provide and could be run less expensively on a different platform. In addition, data centre power and cooling systems are difficult and expensive to upgrade. Accordingly, data centre companies, including those that the Sub-Fund may invest in, may not be able to efficiently upgrade or change these systems to meet new demands without incurring significant costs, which could adversely impact business, financial condition and results of operations.

Content Liability. The Sub-Fund may invest in companies that may be liable for the material that content providers distribute over their network. Although the Sub-Fund believes its liability for third party information stored on or transmitted through the networks of such companies is limited, the liability of private network operators is affected both by changing technology and evolving legal principles. As an investor in private network providers, the Sub-Fund may be exposed to legal claims relating to third party content stored or transmitted on its networks. Such claims could involve, among others, allegations of defamation, invasion of privacy, copyright infringement, or aiding and abetting restricted activities such as online gambling or pornography. If an investment decides to implement additional measures to reduce their exposure to these risks, or if an investment is required to defend itself against these kinds of claims, such investment's operating results and financial condition could be negatively affected.

Power Outages. The Sub-Fund intends to invest in businesses that greatly rely on the steady supply of power at reasonable cost. These businesses could be harmed by prolonged power outages or shortages, increased cost of energy or general lack of availability of electrical resources. The Sub-Fund is expected to invest in businesses that are susceptible to regional costs of power, power shortages, planned or unplanned power outages and limitations, especially internationally, on the availability of adequate power resources. Power outages, such as those relating to large storms, earthquakes and tsunamis, could harm investment's customers and their businesses. Such investments will attempt to limit exposure to system downtime by using backup generators and power supplies; however, this may not be adequate. Additionally, the Sub-Fund intends to invest in some assets that will likely be located in leased buildings where, depending upon the lease requirements and number of tenants involved, the Sub-Fund may or may not control some or all of the infrastructure including generators and fuel tanks. As a result, in the event of a power outage, the investments of the Sub-Fund may be dependent upon the landlord, as well as the utility company, to restore the power. In addition, global fluctuations in the price of power can increase the cost of energy, and although contractual price increase clauses are expected to reduce this risk, investments of the Sub-Fund may not always be able to or choose to pass these increased costs on to their customers. In each market the Sub-Fund invests in, the Sub-Fund will rely on third parties to provide a sufficient amount of power for current and future customers. The Sub-Fund generally will not control the amount of power its Investment's customers draw from their installed circuits. This means that investments of the Sub-Fund could face power limitations. This could have a negative impact on the effective available capacity of a given asset and limit the Sub-Fund's

ability to grow its investments, which could have a negative impact on its performance. The Sub-Fund may also have difficulty obtaining sufficient power capacity for potential expansion sites in new or existing markets.

Market Overbuilding Risk. Although the Investment Manager expects to undertake a detailed market supply and demand forecast for each market as part of the deal underwriting process, the high returns on capital typically associated with the digital infrastructure segment may create the impetus for competing fibre, data centre, tower and small cells networks to be built within or adjacent to the Sub-Fund's investments. This could potentially impact pricing and renewal rates in specific markets.

Failure of Physical Infrastructure. The Sub-Fund intends to invest in businesses that depend on providing customers with highly reliable services. Any failure of the physical infrastructure or offerings of investments of the Sub-Fund may lead to significant costs and disruptions that could reduce the revenue of customers for such investments and harm the business reputation and financial results of these customers, which may impact the returns on such investments. Investments' assets are expected to be subject to failure from numerous factors. Problems at one or more of the Sub-Fund's assets, whether or not within the Sub-Fund's control, could result in service interruptions or significant equipment damage.

Narrow Customer Base. Should any of the customers or counterparties fail to pay their contractual obligations, or a government appropriate the underlying assets, significant revenues could cease and become irreplaceable. This would affect the profitability of those infrastructure assets and the value of any securities or other instruments issued in connection with such assets.

Operator Expertise. Infrastructure projects are generally heavily dependent on the operator of the assets. There are a limited number of operators with the expertise necessary to successfully maintain and operate infrastructure projects. The loss of an operator of an infrastructure project could significantly impair the financial viability of an infrastructure project.

Operational and Technical Risk**.** Infrastructure assets may be subject to operating and technical risks, including the risk of mechanical breakdown, spare parts shortages, failure to perform according to design specifications, labour strikes, labour disputes, work stoppages and other work interruptions and other unanticipated events which adversely affect operations. There can be no assurance that any or all such risk can be mitigated or that such parties, if present, will perform their obligations or that insurance will be available on commercially reasonable terms. An operating failure may lead to fines, expropriation, termination or loss of a license, concession or contract on which an investment, or an asset owned or controlled by an investment, depends. In addition, the long-term profitability of infrastructure assets is partly dependent upon the efficient operation and maintenance of the assets. Inefficient operations and maintenance or limitations in the skills, experience or resources of operating companies may adversely impact an investment's performance and therefore may reduce returns to the Sub-Fund.

Preconstruction Investments and Investments in Projects that are not Operational Carry Significant Additional Risks. The development and construction of renewable power projects involves numerous risks. Subject to the limitations in the Prospectus, the Sub-Fund expects to invest in preconstruction investments, projects that are construction ready or that are being constructed, as well as projects that are operational. Investments in projects that are not operational carry special risks, and those risks are more pronounced for preconstruction investments. Where the Sub-Fund makes such investments, it is likely to retain some of the risk that the project will not be completed within budget, to the agreed specification or at all. For a variety of reasons, there is no assurance that investments that are not yet operational will ever become operational and, if they do not do so, it may result in a complete loss of the Sub-Fund's investment. In addition, any delay in the projected completion of the project would

result in the delay of any return on the investment and increase the risk that the project will not be completed.

Construction Risks. The Sub-Fund may invest in greenfield assets which are pre-construction or otherwise have not yet completed the construction phase and which are not yet cash generative and there is a risk that such projects will not be completed within budget, within the agreed timeframe or to the agreed specification. Although it is intended that the main risks of any delay in completion of construction or any "overrun" in the costs of the construction will be passed on to the relevant sub-contractor, there is some risk that the anticipated returns of the relevant investments will be adversely affected.

For a variety of reasons, there is no assurance that projects in which the Sub-Fund invests that are not yet operational will ever become operational and, if they do not do so, it may result in a complete loss of the Sub-Fund's investment. In addition, any delay in the projected completion of the project would result in the delay of any return on the Sub-Fund's investment and increase the risk that the project will not be completed.

The construction of a project may be delayed, the project may cost more to complete than originally projected, any debt service costs may increase (and project owners may not be able to meet such higher costs), the project may not have sufficient financing, the project may not qualify for governmental supports, the project may miss completion milestones under its major contracts, the Sub-Fund's investment may have to compensate land owners for damaged property, and the project may not perform as well as the Investment Manager expected, any of which could materially and adversely affect the Sub-Fund's investment's projected economics and hence the Sub-Fund's performance. In addition, investments by the Sub-Fund in projects that are not operational carry special risks, and those risks are more pronounced for preconstruction assets. For example, undeveloped land will not produce income until the development is completed and the project is operational. Accordingly, any Sub-Fund investments that are involved in 'greenfield' assets will be subject, indirectly, to certain risks set out below.

Where the Sub-Fund invests in preconstruction assets, it is likely to retain some of the risk that the project will not be completed within budget, to the agreed specification or at all. For a variety of reasons, there is no assurance that assets that are not yet operational will ever become operational and, if they do not do so, it may result in a complete loss of the Sub-Fund's investment. In addition, any delay in the projected completion of the project would result in the delay of any return on the Sub-Fund's investment and increase the risk that the project will not be completed.

Demand, Usage and Patronage Risks. Certain investments, or assets owned or controlled by investments, may derive substantially all of their revenues from tolls, tariffs or other usage fees. Users of the applicable service provided by any such company may react negatively to any adjustments to the applicable rates, or public pressure may cause a government or agency to challenge such rates. In addition, adverse public opinion or lobbying efforts by specific interest groups, could result in government pressure on any such company to reduce its rates or to forego planned rate increases. Such risks could threaten an investment's ability to satisfy its obligations to the Sub-Fund and could adversely affect the investments relating to any such companies.

Sovereign and Political Risk. Any concessions granted to any investment which is, or which owns or controls, an infrastructure asset by a governmental agency will be subject to special risks, including the risk that a governmental entity will exercise sovereign rights and take actions contrary to the rights of the Sub-Fund, under the relevant concession agreement. There can be no assurance that the governmental agency will not legislate, impose regulations or change applicable laws or act contrary to the law in a way that would materially and adversely affect the performance of an investment, and therefore that would reduce returns to the Sub-Fund.

Weather and Climatological Risks. Certain investments in infrastructure may be particularly sensitive to weather and climate conditions. Direct impacts of climate change may include physical impacts such as flooding, higher energy costs and changes in demand. Indirect impacts may include compliance with legislation related to climate change. For example, solar power generators rely on the frequency and intensity of sunlight, wind turbines upon the frequency and intensity of the wind and companies focused on biomass rely on the production of crops, which can be adversely affected by droughts, other weather conditions and climate change.

Unforeseen Events Risk. Infrastructure assets may be interrupted or otherwise affected by a variety of events outside the Investment Manager's control, including serious traffic accidents, natural disasters (such as fire, floods, earthquakes, hurricanes and typhoons), man-made disasters (including terrorism), defective design and construction, slope failure, bridge and tunnel collapse, road subsidence, toll rates, fuel prices, environmental legislation or regulation, general economic conditions, labour disputes and other unforeseen circumstances and incidents. Further, to the extent that the infrastructure assets involve projects with significant construction, there is a risk that such projects will not be completed within budget, within the agreed timeframe or to the agreed specification. If the use of the infrastructure assets is interrupted in whole or in part for any period as a result of any such events, the revenues of such infrastructure assets could be reduced, the costs of maintenance or restoration could be increased and the overall public confidence in such assets could be reduced. There can be no assurance that insurance secured by such assets would cover liabilities resulting from claims relating to the design, construction, maintenance or operation of the toll roads, bridges, tunnels or other underlying assets, lost toll revenues or increased expenses resulting from such damage.

Uncertainty of Estimates. Estimates or projections/forecasts of natural resources reserves (e.g., hydrocarbon reserves or mineral reserves), factors such as solar energy intensity and movement of wind and water flow (for solar, wind and hydroelectric power, respectively), market demand and conditions and prices, construction costs and supply availability and prices by qualified engineers or consultants are often key factors in establishing power purchase contract prices and valuing certain power companies and assets. The process of making these estimates is complex, requiring significant decisions and assumptions in the evaluation of available geological, geophysical, engineering and economic data for each reservoir or reserve. These estimates are subject to wide variances based on changes in commodity prices and certain technical assumptions. The accuracy of any reserve estimate is a function of the quality of available data, engineering and geological interpretation and judgment. Estimates of economically recoverable natural resource reserves and of future net cash flows necessarily depend on a number of variable factors and assumptions, such as historical production from the area compared with production from other producing areas, the assumed effects of regulations by governmental agencies and assumptions concerning future natural resources prices, future operating costs, severance and excise taxes, development costs and workover and remedial costs, all of which may in fact vary considerably from actual results. Accordingly, it is possible for such estimates to be significantly revised from time to time, creating significant changes in the value of power purchase contracts, the company or assets, which could adversely affect the financial returns of the Sub-Fund.

Land Title Risk. Certain investments may require large areas of land to install and operate their equipment and associated infrastructure. The rights to use the necessary land may be obtained through freehold title, easements, leases and other rights of use. Different jurisdictions adopt different systems of land title, and in some jurisdictions, it may not be possible to ascertain definitively who has the legal right to enter into land tenure arrangements with investments. In addition, the grantor's fee interests in the land which is the subject of such easements and leases are or may become subject to mortgages securing loans, other liens (such as tax liens) and other lease rights of third parties (such as leases of oil, gas, coal or other mineral rights). As a result, an investment's rights under such leases or easements are or may be subject and

subordinate to the rights of third parties. It is also possible that a default by the grantor under any mortgage could result in a foreclosure on the grantor's interest in the property and thereby terminate the investment's right to the leases and easements required to operate such investment. Similarly, it is possible that a government authority, as the holder of a tax lien, could foreclose upon a parcel and take possession of the portion of the investment located on such parcel. The rights of a third party pursuant to a superior lease (such as leases of oil, gas, coal or other mineral rights) could also result in damage to or disturbance of the physical assets of an investment or require relocation of an investment's assets. If any investment were to suffer the loss of all or a portion of their underlying real estate interests or equipment as a result of a foreclosure by a mortgagee or other lienholder of a land parcel, or damage arising from the conduct of superior leaseholders, such investment's operations and revenues may be adversely affected. In addition, any declaration of native title or other indigenous rights in respect of land on which investments are located may adversely affect the owner or occupier of that land. While the Investment Manager will generally seek to conduct due diligence in such jurisdictions to determine the extent to which investments may be affected by indigenous rights, it may not be possible to mitigate or remove a risk associated with indigenous claims.

Availability of Insurance for Certain Catastrophic Losses. The Investments will be expected to maintain insurance consistent with industry standards to protect against certain construction and operating risks. With respect to investments, the Investment Manager may seek to require the underlying company and/or project to obtain liability, fire, flood, political risk, extended coverage and rental loss insurance with insured limits and policy specifications that they believe are customary for similar investments. However, certain losses of a catastrophic nature, such as wars, natural disasters, terrorist attacks or other similar events, may be either uninsurable or, insurable at such high rates that to maintain such coverage would cause an adverse impact on the related investments. In general, it is becoming harder and more expensive to insure against losses related to terrorism. Most insurers are excluding terrorism coverage from their all-risk policies. In some cases, the insurers are offering significantly limited coverage against terrorist acts for additional premiums which can greatly increase the total costs of casualty insurance for an investment. As a result, not all investments may be insured against terrorism. If a major uninsured loss occurs, the Sub-Fund could lose both invested capital in, and anticipated profits from, its affected investments.

The investments will be also be expected to maintain insurance consistent with industry standards to protect against certain construction and operating risks. If certain adverse construction or operation events occur, there can be no assurance that the proceeds of the applicable insurance policies will be adequate to cover potential lost revenues, increased expenses or the cost of repair or replacement, which in turn could materially and adversely affect the investments. In the event that a project is damaged or destroyed and not repaired or replaced, the proceeds of insurance available to repay indebtedness may be insufficient to repay any indebtedness in full. Further, there can be no assurance that such insurance coverage will be available or will continue to be available on commercially reasonable terms or at commercially reasonable rates.

New Technology Risk. A change could occur in the way a service or product is delivered rending the existing technology obsolete. Any technology change that occurs over the medium term could threaten the profitability of an investment in an infrastructure project relying solely on that technology. In addition, historically, technology changes in the energy sector have resulted in gradual incremental improvements with no disruptive technology impacts. However, there are currently a number of scientific research institutions (including those supported by major venture capital firms and corporations) seeking to develop disruptive technologies designed to reduce dependence upon large scale fossil fuel generation. In the event that a disruptive technology in the infrastructure sector is successfully developed and implemented, the investments might be adversely affected. While the investments may benefit from such technologies, there can be no assurance that technology innovation will not favour properties

of a type not held by the Sub-Fund, which would place the Sub-Fund at a competitive disadvantage and drive down the value of its assets.

Risks Related to External Infrastructure Counterparties. Investments will have counterparty credit and performance risk with a number of different parties under various contracts, including but not limited to PPAs, operation and maintenance contracts, financing arrangements, interconnection agreements, asset management agreements, construction agreements and equipment supply agreements. If the contractual parties do not perform their obligations, it could materially impact the performance of the investments and the investments may have to enter into alternative arrangements that may result in increased overall costs to the applicable investments.

The investments may enter into warranty and maintenance agreements with the manufacturers of wind turbines and solar panels. Such warranties typically cover the non-performance of the equipment under certain conditions and may be subject to time limits, maximum pay-out clauses and other contractual restrictions. The payments under the warranties depend on the manufacturer's ability to satisfy its obligations, introducing both performance and credit risk related to the counterparty.

The operation and management of the projects is generally performed by an operation and management contractor under contract with the investment. The operations of a project may be materially and adversely affected by the performance and creditworthiness of such contractor. The applicable investment may be forced to either replace the operation and management contractor or assume the operation and management responsibilities itself at higher costs or with less effectiveness than expected.

Financial analysis for infrastructure project companies is typically based on the fact that construction and other risks of operating the relevant concessions are substantially assumed by sub-contractors. Infrastructure project companies may be exposed to increased cost or other liabilities where this does not happen, for example as a result of the operation of contractual limits of liability, contractor default or insolvency or defective contractual provisions.

Contract Risk. There is also a risk that contract counterparties such as operators of infrastructure assets, development contractors and sub-contractors and equipment suppliers and suppliers and off takers, could fail to honour some or all of their obligations under contracts which are essential to the operation of the Sub-Fund's investments. Contract default of this kind may adversely affect the profitability of the investments.

Additionally, if the Sub-Fund invests, directly or indirectly, in assets that are governed by concession agreements with national, provincial or local authorities, there is a risk that these authorities will not honour their obligations under the agreement, especially over the long term.

Termination of Project Agreements. Project agreements for infrastructure projects may be terminated in certain circumstances. In some circumstances there will be no compensation on termination or the compensation received will be insufficient to repay the acquisition cost of the relevant investment.

U.S. Tax Incentives for U.S. Wind and Solar Power Projects. Projects in the renewable power sector may benefit from numerous U.S. federal income tax incentives, including the investment tax credit, production tax credit, and accelerated depreciation. Certain tax benefits under U.S. tax regulations applicable to investments in the renewable power sector, however, have expired or are set to expire and there can be no assurance that such benefits will be extended or renewed, retroactively or prospectively, by the U.S. Congress. Renewable energy policy has been, and is expected to continue to be, a matter of political discussion, and there can be no assurance that U.S. tax legislation favourable toward the renewable power sector will continue or that changes in the tax laws will not limit or eliminate the present tax incentives. The expiration of U.S. tax incentives for renewable energy could materially impact the profitability

of the Sub-Fund's future investments and the Sub-Fund's overall investment strategy. Accordingly, the returns to Shareholders can be impacted.

GIP Acquisition. On 12 January 2024, BlackRock entered into a definitive agreement to acquire 100% of the business and assets of Global Infrastructure Management, LLC, an independent infrastructure fund manager (the "GIP Acquisition"). The GIP Acquisition is expected to close in the third quarter of 2024. Consummation of the GIP Acquisition is subject to customary conditions. There can be no assurance that the GIP Acquisition will be consummated. Mr Ogunlesi is expected to lead the combined BlackRock infrastructure platform following the closing of the GIP Acquisition. The full impact of the GIP Acquisition on BlackRock's infrastructure business is currently unknown, and there can be no assurance that the investment processes of the Investment Manager will remain unchanged or that the professional personnel of the Investment Manager or other BlackRock investment professionals will continue to serve in their current positions or continue to be employed by BlackRock. The investment team may be integrated into the larger GIP business and there can be no assurance as to the impact of such integration on the Sub-Fund or its investments.

**8.6 Real Estate Assets**

General. The investments will be subject to the risks inherent in the ownership of real estate assets. These risks include, but are not limited to, fluctuations in the real estate markets, slowdown in demand for the purchase or rental of properties, less favourable lease agreement due to loss of tenants, redevelopment of lease space due to different needs of tenants and inability to find suitable tenants for current lease space, loss of rent and the imposition of rent controls, changes in supply of or demand for competing properties in an area (as a result, for instance, of over-building), the financial conditions of borrowers and of tenants, buyers and sellers of properties, changes in building, the presence or development of mould, which could lead to liability for adverse health effects and costs of remediation program to contain or remove the mould from the affected property, environmental, planning and other laws, the promulgation and enforcement of governmental regulations relating to land use and zoning restrictions, environmental protection and occupational safety; unavailability of mortgage funds which may render the construction, leasing, sale or refinancing of a property difficult, changes in real estate tax rates or the assessed values of investments, changes in interest rates and the availability or terms of debt financing, changes in operating costs, risks due to dependence on cash flow, environmental liabilities, uninsured casualties, unavailability of or increased cost of certain types of insurance coverage, such as terrorism insurance, fluctuations in energy prices, changes in the relative popularity of property types and locations and other factors not within the control of the AIFM or the Investment Manager.

In addition, the value of the investments and exposure to risks inherent in real estate will be affected by the location of the investment, the category of tenant typically associated with a sector as well as general political, market and economic conditions. Continued volatility in political, market or economic conditions, including an outbreak or escalation of major hostilities, declarations of war (declared or undeclared), terrorist actions or other substantial national or international calamities or emergencies, could have a material adverse effect upon the Sub-Fund.

Further, properties may require development, which carries additional risks, including, risks relating to the availability and timely receipt of planning and other regulatory approvals, the cost and timely completion of construction (including risks beyond the control of the Sub-Fund, such as weather or labour conditions or material shortages) and the availability of both construction and permanent financing on favourable terms. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development activities once undertaken, any of which could have an adverse effect on the financial condition and results of operations of the Sub-Fund.

Real estate historically has experienced significant fluctuations and cycles in value and local market conditions which may result in reductions in the value of real property interests. All real estate-related investments are subject to the risk that a general downturn in the national or local economy will depress real estate prices.

Ownership and Operation of Real Estate Assets. The Sub-Fund may be exposed to risk of loss arising from, or relating, to the ownership, operation or management of any real estate owned. For example, real estate assets are subject to relationships with new and existing tenants, the deterioration of which could materially adversely affect the value of such real estate assets (including as a result of any litigation arising out of such relationships). Real estate assets are similarly subject to risk of physical break-ins and related property damage that may or may not be covered by insurance, which could result in material exposure for the Sub-Fund. In addition, real estate assets may subject the Sub-Fund to reputational risks arising as a result of management practices, including, for example, use by management of non-union service providers in a union market or significant rent increases that result in tenant protests. Although the Sub-Fund seeks to mitigate risks associated with the ownership, operation and management of real estate assets through the diligence process and otherwise, there can be no assurance that it will be able to avoid or effectively mitigate any such risks, which could have a material adverse effect on the Sub-Fund's returns.

Incurring mortgage debt increases the Sub-Fund's risk of property losses because defaults on indebtedness secured by properties may result in the Sub-Fund's loss of the property securing any loan for which the Sub-Fund is in default. The tax consequences of the loss of a property in such circumstances may vary, however in certain jurisdictions such a loss may result in the Sub-Fund (or the relevant investment holding vehicle) being treated as disposing of the property for an amount which exceeds its tax basis in the property, which could cause the Sub-Fund (or the relevant investment holding vehicle) to recognise taxable income or gains without receiving corresponding cash proceeds. In addition, a default under any one of the Sub-Fund's mortgage debt obligations may increase the risk of default on the Sub-Fund's other indebtedness. If this occurs, the Sub-Fund's financial condition, cash flow and ability to satisfy its other debt obligations or ability to make redemptions or distributions may be harmed.

Dependence on Property Manager. Although the Sub-Fund will monitor the performance of the real estate investments, certain real estate assets may be partially the responsibility of third-party property managers to manage the property assets on a day-to-day basis. The Sub-Fund's results of operations, including its ability to make payments on any indebtedness, will depend to some degree on the ability of these third-party managers to lease space and operate real estate assets on economically favourable terms. There can be no assurance that the management teams of third-party management firms employed by the Sub-Fund will be able to operate each of the real estate assets successfully. Moreover, the risks of dependence on third-party management firms are different by property type and by investment stage. Property managers may provide management and leasing services to properties owned by others that compete with one or more of the investments of the Sub-Fund. As a result, these property managers may at times face conflicts of interests in the management and leasing of Sub-Fund properties and non-Sub-Fund properties managed by such managers. In addition, third-party property managers may receive a base management fee based upon gross revenues. Such fee arrangements with a property manager may create an incentive for the underlying property to be managed in a manner that is not consistent with the Sub-Fund's objectives.

Exposure to Liabilities Due to Direct or Indirect Controlling Interests in Investments. The Sub-Fund (alone or together with other investors) may be deemed to have a control position with respect to some investments, which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as additional risks of liability for environmental damage, 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.

Real Estate Market Conditions. The market for the investments targeted by the Sub-Fund is uncertain in many respects. As such, it is difficult to predict in what way the market will continue to develop and operate, the number and character of the parties that will become active in this market and the regulatory environment that may develop. The Investment Manager's strategy may be based, in part, upon the premise that real estate assets will be available for purchase at prices that the Investment Manager considers favourable. Further, the Investment Manager's strategy may rely, in part, upon more favourable market conditions developing prior to an investment's realisation. No assurance can be given that real estate assets can be acquired at favourable prices or that the market for such assets will recover, since this will depend, in part, upon events and factors outside the control of the Investment Manager. The inability of the Sub-Fund to acquire favourably priced investments may have an adverse impact on the Sub-Fund's investment performance and rates of return.

Deflation Risk. Deflation could reduce the value of the Sub-Fund's investments as economic growth is often negatively impacted by consumers and businesses delaying purchase decisions as prices reduce. This may lead to a reduction in the demand for space, putting downward pressure on rents and therefore the value of the investment where the operating costs and expenses associated with any such investments do not fall by a corresponding amount.

Deflation may also make it more difficult for Sub-Fund investments which are leveraged at the asset level to meet or service their debt obligations, due to reductions in revenues and increases in the size of the debt relative to the overall value of an Investment.

Periods of deflation are often characterised by a tightening of money supply and credit, which could limit the Sub-Fund's ability to leverage Sub-Fund investments, and so limit the number and size of investments that the Sub-Fund may make and affect the rate of return to Investors. Such economic constraints could also make real estate assets in which the Sub-Fund may invest and related businesses more illiquid, preventing the Sub-Fund from divesting such assets.

Counterparty Risk. In addition to the risk of unenforceable contracts, there is also a risk that counterparties will simply default on their contractual obligations. Examples of such default include tenants defaulting on rental payments and building contractors failing to complete a construction project. There may also be costs and delays involved in enforcing the rights of a property owner against tenants in default.

Uncontrollable Factors Affecting Performance and Value. Real estate investments are subject to varying degrees of risk. The yields available from equity investments in real estate depend on the amount of income earned and capital appreciation generated by properties as well as the expenses incurred in connection therewith. If any of the Sub-Fund's investments do not generate income sufficient to meet operating expenses, including debt service and capital expenditures, the Sub-Fund's ownership interest could be adversely affected. Income from, and the value of, the Sub-Fund's investments may be adversely affected by the general economic climate, local conditions such as oversupply, or a reduction in demand for such properties in the areas in which they are located, the attractiveness of the Sub-Fund's properties to potential tenants, competition from other properties, the Sub-Fund's ability to provide adequate maintenance and insurance and increases in operating costs (including insurance premiums, utilities and real estate taxes). In addition, revenues from properties and real estate values are affected by such factors as the cost of compliance with regulations and the potential for liability under applicable laws, including changes in tax laws, and are also affected by interest rate levels and the availability of financing. The Sub-Fund's income will be adversely affected if and when a significant number of tenants are unable to pay rent or if and when significant portions of the Sub-Fund's properties are vacant and cannot be rented on favourable terms. Certain significant expenditures associated with an investment in real estate (such as mortgage payments, real estate taxes and maintenance costs) generally do not

decline when circumstances cause a reduction in income from the property. As real estate investments are relatively illiquid, the Sub-Fund's ability to vary its portfolio promptly in response to economic or other conditions is limited. The relative illiquidity of its holdings could impede the Sub-Fund's ability to respond to adverse changes in the performance of its investments, and could have an adverse effect on the financial condition, results of operations and cash flow of the Sub-Fund.

The Sub-Fund cannot predict whether it will be able to dispose of any investment for the price or on the terms set by the Sub-Fund or whether any price or other terms offered by a prospective purchaser would be acceptable to the Sub-Fund. The Sub-Fund also cannot predict the length of time needed to find a willing and suitable purchaser.

The Sub-Fund may be required to expend funds to correct defects or to make improvements before an investment can be sold. The Sub-Fund cannot assure any Investors that the Sub-Fund will have funds available to correct those defects or to make those improvements. In acquiring a property, the Sub-Fund may agree to transfer restrictions that materially restrict the Sub-Fund from selling that property for a period of time or impose other restrictions, such as limitation on the amount of debt that can be placed or repaid on that property.

Possible Inability to Consummate Investments on Favourable Terms. Properties deemed suitable for investment by the Sub-Fund may become available for purchase only occasionally, and the Sub-Fund expects that there will be significant competition for attractive investment opportunities from other real estate investors with significant capital, other private institutional investment funds, foreign investors, various types of financial institutions and their affiliates, family groups and wealthy individuals, some or all of which may have capital and resources in excess of the Sub-Fund. These organisations and individuals may invest in promising opportunities before the Sub-Fund is able to do so or their competitive offers to invest may drive up prices of prospective investments, thereby limiting suitable investment opportunities. No assurance can be given that the Sub-Fund will be able to acquire investments on terms, including financing, favourable to the Sub-Fund. Any one of the foregoing events could have an adverse effect on the financial condition, results of operations and cash flow of the Sub-Fund.

Possible Inability to Complete Renovation, Expansion or Development on Advantageous Terms. The Sub-Fund may target a portion of its portfolio for renovation, expansion and development activities, which add additional time between the acquisition of an asset and the realisation because of this additional time requirement. An acquired asset may, as a result of changes in the real estate market, economic and other conditions prior to the completion of redevelopment activities, become an economically unattractive investment by reference to the Sub-Fund's investment objective for such asset. The real estate renovation, expansion and development business involves significant risks in addition to those involved in the ownership and operation of established properties, including:

- the Sub-Fund may be unable to obtain financing for these projects on favourable terms or at all;
- the Sub-Fund may not complete development projects on schedule or within budgeted amounts;
- the Sub-Fund may encounter delays or refusals in obtaining all necessary zoning, land use, building, and other required governmental permits and authorisations; and
- occupancy rates and lease income at newly developed or redeveloped properties may fluctuate depending on a number of factors, including market and economic conditions, and may result in the Sub-Fund's investment not being profitable.

In deciding whether to develop or redevelop a particular property, the Sub-Fund makes certain assumptions regarding the expected future performance of that property. The Sub-Fund may underestimate the costs necessary to bring the property up to the standards established for its

intended market position or may be unable to increase occupancy at a newly acquired property as quickly as expected or at all. Any substantial or unanticipated delays or expenses could adversely affect the investment returns from these developments, or redevelopment or rebuilding projects and impair the Sub-Fund's operating results, liquidity and financial condition.

Development and Construction Risks. The Sub-Fund's investment strategy includes making investments which involve the purchase of land for the purpose of development and thus require the obtaining of the necessary permissions zoning, building, land use and other regulatory or environmental approvals, as well as all necessary licenses and permits to carry out the development as envisaged in the investment's specific business plan during the period of the Sub-Fund's investment. Furthermore, there may be delays in obtaining any of these approvals, permissions, licenses and permits and these permissions, licenses and permits requested may ultimately be denied by the relevant regulatory body, local or national authorities. This may cause delay to occupation, reduce the amount of income that the property can generate and may materially adversely affect the market value of the investment. The Sub-Fund may make investments which involve significant building work to be completed during the period of the Sub-Fund's investment. The Sub-Fund may receive little or no income during this time. Furthermore, there may be delays and defaults that occur during the construction process. These may lead to cost over-runs (which may be required to be borne by the Sub-Fund), delays or cancellation of occupancy and reduction in the value of as well as delays in exiting the investment. In addition, market conditions may change during the course of development which makes such development less attractive than at the time it was commenced.

Investment in the Real Estate Sector. Adverse economic and other conditions in the market could negatively affect the Sub-Fund's occupancy levels and lease rates and therefore, reduce potential returns on the Sub-Fund's investments.

A part of the Sub-Fund's operating results depends on the Sub-Fund's ability to maximise occupancy levels and lease rates in the Sub-Fund's income producing real estate assets. Adverse economic or other conditions in the markets in which the Sub-Fund operates have lowered, and may continue to lower, its occupancy levels and limit the Sub-Fund's ability to increase rents. If the Sub-Fund's investments fail to generate revenues sufficient to meet the Sub-Fund's operating and other expenses, the Sub-Fund's operating results, its ability to make distributions to stockholders and common stock trading price could be adversely impacted. The following factors, among others, may negatively affect the results of the Sub-Fund's investments:

- local or regional real estate market conditions involving property leasing;
- period of economic slowdown or recession or rising interest rates or the public perception that any of these events may occur could result in general decline in rents or an increase in tenant defaults;
- increased operating costs, including need for capital improvements, insurance premiums, real estate taxes and utilities;
- changes in supply of, or demand for, similar or competing properties in an area;
- the impact of environmental protection laws;
- earthquake and other natural disasters, terrorist acts, civil disturbances or acts of war which may result in uninsured or underinsured losses; and
- changes in tax, real estate and zoning laws.

Unfavourable economic conditions could increase the Sub-Fund's funding costs, limit the Sub-Fund's access to the capital markets and adversely affect the Sub-Fund's ability to obtain credit on desirable terms, and may continue to do the same. These events could prevent the Sub-Fund from making or increasing investments and impair its operating results.

Any leasing delays or tenant bankruptcies the Sub-Fund encounters could adversely affect its results of operations and financial condition.

The Sub-Fund receives a portion of its income as lease payments under leases. Therefore, the Sub-Fund is dependent upon the payment of lease payments and performance of other lease obligations, such as maintenance of properties, payment of taxes, utilities and other charges and maintenance of insurance, by its tenants under the leases. The Sub-Fund has no control over the success or failure of its tenants' businesses and, at any time, any of its tenants may experience a downturn in its business that may weaken its financial condition. In particular the COVID-19 pandemic and similar events have resulted and may result in severely reduced income for tenants, and such tenants may no longer be able or willing to pay rent. As a result, the Sub-Fund's tenants may delay lease commencement or renewal, fail to make lease payments when due or declare bankruptcy. Any leasing delays, tenant failures to make lease payments when due or tenant bankruptcies could result in the termination of the tenant's lease and, particularly in the case of a large tenant, material losses to the Sub-Fund and harm the Sub-Fund's ability to make distributions to its Investors or otherwise operate its business.

If tenants are unable to comply with the terms of the Sub-Fund's leases, the Sub-Fund may be forced to modify lease terms in ways that are unfavourable to it. Alternatively, the failure of a tenant to perform under a lease or to extend a lease upon expiration of its term could require the Sub-Fund to declare a default, repossess the property, find a suitable replacement tenant, operate the property or sell the property. There is no assurance that the Sub-Fund will be able to lease the property on substantially equivalent or better terms than the prior lease, or at all, find another tenant, successfully reposition the property for other uses, successfully operate the property or sell the property on terms that are favourable to the Sub-Fund.

Any bankruptcy filings by or relating to one of the Sub-Fund's tenants could bar all efforts by the Sub-Fund to collect pre-bankruptcy debts from that tenant or seize its property, unless it receives an order permitting the Sub-Fund to do so from the bankruptcy court, which it may be unable to obtain. A tenant bankruptcy could also delay the Sub-Fund's efforts to collect past due balances under the relevant leases and could ultimately preclude full collection of these sums. If a tenant assumes the lease while in bankruptcy, all pre-bankruptcy balances due under the lease must be paid to the Sub-Fund in full. However, if a tenant rejects the lease while in bankruptcy, the Sub-Fund would have only a general unsecured claim for pre-petition damages. Any unsecured claim the Sub-Fund holds may be paid only to the extent that funds are available and only in the same percentage as is paid to all other holders of unsecured claims. It is possible that the Sub-Fund may recover substantially less than the full value of any unsecured claims it holds, if any, which could adversely affect the Sub-Fund's results of operations and cash flow. Furthermore, dealing with a tenant bankruptcy or other default may divert management's attention and cause the Sub-Fund to incur substantial legal and other costs. A tenant bankruptcy proceeding may also prevent or delay the sale of the Sub-Fund's property or only allow a sale at very unfavourable terms which may have a negative impact on the Sub-Fund's performance.

In response to the COVID-19 pandemic and other similar events, governments may temporarily suspend certain remedies against defaulting tenants, such as eviction, that would otherwise be available to the Sub-Fund, which suspension may prevent the Sub-Fund from marketing such properties to new tenants and may otherwise cause the Sub-Fund to incur additional losses with respect to defaulting tenants. Government responses may include additional statutes and regulations that would have a material adverse effect on the Sub-Fund's investments, including, but not limited to, statutes and regulations limiting rent increases.

Risks Associated with Multifamily Residential Real Estate. The Sub-Fund may invest in multifamily residential investments, the performance of which is subject to many of the risks associated with owning and operating other types of real estate. In addition, competition in the residential real estate marketplace is strong. There are numerous housing alternatives which

compete with multifamily properties in attracting residents. These include other multifamily condominium and rental apartments, and single-family homes that are available for purchase or rent in the relevant market. A large number of factors may adversely affect the value and successful operation of a multifamily property, including: physical attributes of the apartment building, such as its age, condition, design, appearance, access to transportation, and construction quality; location of the property, for example, a change in the neighbourhoods over time; ability of management to provide adequate maintenance and insurance; the types of services or amenities that the property provides; the property's reputation; the level of mortgage interest rates, which may encourage tenants to purchase rather than lease housing; presence of competing properties; the tenant mix, such as the tenant population being predominantly students or being heavily dependent on workers from a particular business or personnel from a local military base; governmental programs that provide rent subsidies to tenants pursuant to tenant voucher programs, which vouchers may be used at other properties and influence tenant mobility; adverse local or national economic conditions, which may limit the amount of rent that may be charged and may result in a reduction of timely rent payments or a reduction in occupancy levels; federal, state, and local regulations, which may affect the building owner's ability to increase rent to market rent for an equivalent apartment; and government assistance/rent subsidy programs. If the demand for multifamily properties is reduced, or if competitors develop and/or acquire competing properties on a more cost-effective basis, income generated from the Sub-Fund's investments and the underlying value of such investments may be adversely affected.

In addition, certain jurisdictions regulate the relationship of an owner and its tenants. Commonly, these laws require a written lease, good cause for eviction, disclosure of fees, and notification to residents of changed land use, while prohibiting unreasonable rules, retaliatory evictions, and restrictions on a resident's choice of unit vendors. Apartment building owners have been the subject of lawsuits under various "Landlord and Tenant Acts" and other general consumer protection statutes for coercive, abusive or unconscionable leasing and sales practices. A few jurisdictions may offer more significant protection. For example, there may be provisions that limit the bases on which a landlord may terminate a tenancy or increase its rent or prohibit a landlord from terminating a tenancy solely by reason of the sale of the owner's building. In addition to state regulation of the landlord-tenant relationship, numerous towns and municipalities impose rent control on apartment buildings. These ordinances may limit rent increases to fixed percentages, to percentages of increases in the consumer price index, to increases set or approved by a governmental agency, or to increases determined through mediation or binding arbitration.

Risks Associated with Retail Properties. The Sub-Fund may invest in retail properties, the performance of which is subject to many of the risks associated with owning and operating other types of real estate. In addition, retail properties may be subject to special risks. For example, in many cases, the tenants of retail properties may negotiate leases containing certain exclusive rights to sell particular types of merchandise or services within a particular retail centre. When leasing other space after vacancy by another tenant, these provisions may limit the number and types of prospective tenants for the vacant space.

Risks Associated with Office Assets. The Sub-Fund may invest in commercial real estate, including office assets. Investments in office assets are subject to a number of factors generally affecting the demand for office real estate, including, but not limited to, the local, national, and international economic climate, local real estate conditions, and other factors which are beyond the control of the Sub-Fund, the Investment Manager and the AIFM.

Adverse changes in the operation of any office property, or the financial condition of its office tenants, could have an adverse effect on the Sub-Fund's ability to collect rent payments. A tenant may experience, from time to time, a downturn in its financial condition that could result in its failure to make rental payments when due. The financial condition of tenants is subject to adverse changes in national or international economic conditions and local market conditions

and may change rapidly and be difficult to evaluate accurately. At any time, a tenant may seek the protection of applicable bankruptcy or insolvency laws, which could result in the rejection and termination of such tenant's lease or other adverse consequences and thereby cause a reduction in the distributable cash flow of the Sub-Fund. No assurance can be given that office tenants will not file for bankruptcy protection or otherwise avail themselves of debtor protection laws in the future or, if they do, that their leases will continue in effect. In addition, the broad implementation of work-from-home arrangements resulting from the COVID-19 pandemic may alter demand for office space over time.

Inability to Refinance Real Estate Assets. If the Sub-Fund makes a real estate investment with the intent of refinancing a portion of such real estate investment, there is a risk that the Sub-Fund will be unable to complete successfully such refinancing. This could lead to increased risk as a result of the Sub-Fund holding the real estate asset longer than expected, a larger equity Investment than expected and/or reduced diversification, or may result in the Sub-Fund forfeiting its entire stake in such real estate investment which may affect Investor returns.

Impact of a Recessionary Environment on Real Estate Assets. If the Sub-Fund makes a real estate investment with the intent of refinancing a portion of such real estate investment, there is a risk that the Sub-Fund will be unable to complete successfully such refinancing. This could lead to increased risk as a result of the Sub-Fund holding the real estate asset longer than expected, a larger equity Investment than expected and/or reduced diversification, or may result in the Sub-Fund forfeiting its entire stake in such real estate investment which may affect Investor returns.

Compulsory Purchase and Expropriation. Under local regulation, the real estate of the Sub-Fund may at any time be able to be compulsorily acquired by, among others, a local or public authority or a government, department, generally in connection with proposed redevelopment or an infrastructure project. If a compulsory purchase order is made in respect of real estate assets belonging the Sub-Fund, it is not certain whether the compensation payable to the Sub-Fund would be calculated on the basis of the market value of the asset at the time of the relevant purchase. Accordingly, there is a risk in such cases that the Sub-Fund may suffer loss as a result of a compulsory purchases under market value and the Sub-Fund may have no right to compensation.

In particular, there is an increased risk in certain jurisdictions having less established legal systems where a government may adopt policies to nationalise or expropriate foreign investments, or do so outright in particular cases. In such instances, a government may choose not to properly compensate the Sub-Fund for the value of the asset, and the Sub-Fund may receive no compensation or an amount unreasonably below the likely market value of the asset which may adversely affect Investor returns.

Insurance Risk. There are certain types of losses, however, generally of a catastrophic nature, such as earthquakes, floods, hurricanes and terrorism, that may be uninsurable or not economically insurable. Inflation, changes in building regulations, environmental considerations, provisions in loan documents, encumbering properties that have been pledged as collateral for loans, and other factors might make it economically impractical to use insurance proceeds to replace a property if it is damaged or destroyed. Under such circumstances the insurance proceeds received by the Sub-Fund, if any, might not be adequate to restore the Sub-Fund's investment with respect to the affected property.

Valuation of Real Estate Assets. The valuation of real estate assets is inherently subjective, in part because all real estate asset valuations are made on the basis of assumptions which may not prove to be accurate, and in part because of the individual nature of each asset. In determining the value of real estate assets, valuers are required to make assumptions which may prove to be inaccurate, and which could, in turn, negatively affect the value of any real estate assets in which the Sub-Fund invests, thereby having a material adverse effect on the Sub-Fund's performance.

Due Diligence Risks Associated with Real Estate Assets. Although the Investment Manager or other third parties will, on behalf of the Sub-Fund, carry out due diligence on any proposed investments in real estate assets, there can be no assurance that such due diligence examinations carried out by the Investment Manager or third parties on behalf of the Sub-Fund will reveal all of the risks associated with that real estate asset, or the full extent of such risks. Real estate assets that the Sub-Fund invests in may be subject to hidden material defects that were not apparent at the time of acquisition. To the extent that the Investment Manager or other third parties underestimate or fail to identify risks and liabilities associated with a real estate asset, the Sub-Fund may be subject to one or more of the following risks: defects in title; environmental, structural or operational defects or liabilities requiring remediation and/or not covered by indemnities or insurance; an inability to obtain permits enabling the real estate asset to be used as intended; and/or acquiring assets that are not consistent with the Sub-Fund's investment strategy or that fail to perform in accordance with expectations. Any of these consequences of a due diligence failure may have a material adverse effect on the Sub-Fund's performance.

Demand for Technology Related Real Estate. The Sub-Fund may to invest in companies that own and operate portfolios of properties consisting primarily of technology-related real estate, including data centre real estate. A decrease in the current and/or anticipated demand for data centre space, Internet gateway facilities or other technology-related real estate would have a more material adverse effect on these companies than if they owned a portfolio with a more diversified tenant base or less specialised use. Investments may also engage in substantial development activities, making them particularly susceptible to general economic slowdowns, including recessions, as well as adverse developments in the data centre, Internet and data communications, and broader technology industries. Such slowdowns or other adverse developments could lead to reduced corporate IT spending or reduced demand for data centre space. Reduced demand could also result from business relocations, including to metropolitan areas that investments may not currently serve. Changes in industry practice or in technology, such as virtualisation technology, more efficient or miniaturisation of computing or networking devices, or devices that require higher power densities than today’s devices, could also reduce demand for the physical data centre space that investments will provide or make the tenant improvements in investments’ facilities obsolete or in need of significant upgrades to remain viable. In addition, the development of new technologies, the adoption of new industry standards or other factors could render many of current products and services of tenants of investments obsolete or unmarketable and contribute to a downturn in their businesses, thereby increasing the likelihood that they default under their leases, become insolvent or file for bankruptcy.

### 8.7 Risks Relating to Liquid Investments

Liquidity risk (more liquid, listed or traded assets). Liquidity risk exists when the sale of assets or exit of trading positions is impaired by such factors as decreased trading volume, increased price volatility, industry and government regulations, and overall position size and complexity. It may be impossible or costly for the Sub-Fund to liquidate positions rapidly particularly if there are other market participants seeking to dispose of similar assets at the same time or the relevant market is otherwise moving against a position or in the event of trading halts or daily price movement limits on the market or otherwise. It may be difficult to achieve a realisation of the Sub-Fund's entire portfolio of investments.

Derivative transactions that are particularly large or traded off market (i.e., over the counter) and bonds traded in the secondary market may be less liquid and it may be difficult to achieve fair value on transactions. Closing positions held in the secondary markets prematurely, for instance to meet client Redemption Requests, can result in increased transaction costs which will be reflected in the investment returns.

Investments in Smaller Companies with Quotations. The quoted securities of smaller companies tend to be more volatile and less liquid than the securities of large companies. As securities of smaller companies may experience more market price volatility than securities of larger companies, to the extent the Sub-Fund invests in quoted smaller companies, the net asset value of the Sub-Fund may reflect this volatility. Smaller companies, as compared with larger companies, may have a shorter history of operations, may not have as great an ability to raise additional capital, may have a less diversified product line making them susceptible to market pressure and may have a smaller public market for their securities.

Investment in smaller companies may involve relatively high investment costs and accordingly investment in the Sub-Fund which may invest in smaller companies should be viewed as a long-term investment.

Sovereign Debt. Certain countries are large debtors. Investment in debt obligations ("Sovereign Debt") issued or guaranteed by governments or their agencies and instrumentalities ("Governmental Entities") may involve a high degree of risk. The governmental entities that control the repayment of Sovereign Debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. A governmental entity's willingness or ability to repay principal and interest due in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the governmental entity's policy towards the International Monetary Fund and the political constraints to which a governmental entity may be subject.

Governmental entities may also be dependent on expected disbursements from other governments, multilateral agencies and others to reduce principal and interest arrearage on their debt. The commitment on the part of these governments, agencies and others to make such disbursements may be conditioned on a governmental entity's implementation of economic reforms and/or economic performance and the timely service of such debtor's obligations. Failure to implement such reforms, achieve such levels of economic performance or repay principal or interest when due may result in the cancellation of such third parties' commitments to lend funds to the governmental entity, which may further impair such debtor's ability or willingness to service its debt on a timely basis. Consequently, governmental entities may default on their Sovereign Debt. Holders of Sovereign Debt, including the Sub-Fund or other funds, may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities. There is no bankruptcy proceeding by which Sovereign Debt on which a governmental entity has defaulted may be collected in whole or in part. Such risks may adversely impact the Sub-Fund's financial returns from investments in Sovereign Debt.

Fixed Income Transferable Securities. The Sub-Fund may have direct or indirect exposure to bonds or other fixed income securities. Fixed income securities are obligations of the issuer to make payments of principal or interest on future dates. The fixed income securities that the Sub-Fund may invest in include public and private non-investment grade bonds, secured loans, second lien debt, convertible securities, options, swaps and other securities with fixed-income characteristics.

Debt securities are subject to both actual and perceived measures of creditworthiness. The amount of credit risk is measured by the issuer's credit rating which is assigned by one or more independent rating agencies. This does not amount to a guarantee of the issuer's creditworthiness but provides a strong indicator of the likelihood of default. Securities which have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. Companies often issue securities which are ranked in order of seniority which in the event of default would be reflected in the priority in which investors might be paid back. The “downgrading” of a rated debt security or adverse

publicity and investor perception, which may not be based on fundamental analysis, could decrease the value and liquidity of the security, particularly in a thinly traded market.

Non-investment grade debt may be highly leveraged and carry a greater risk of default.

The Sub-Fund or its investments may be affected by changes in prevailing interest rates and by credit quality considerations. Changes in market rates of interest will generally affect the Sub-Fund's or other fund's asset values as the prices of fixed rate securities generally increase when interest rates decline and decrease when interest rates rise. Prices of shorter-term securities generally fluctuate less in response to interest rate changes than do longer-term securities. An economic recession may adversely affect an issuer's financial condition and the market value of high yield debt securities issued by such entity. The issuer's ability to service its debt obligations may be adversely affected by specific issuer developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. In the event of bankruptcy of an issuer, the Sub-Fund or other fund may experience losses and incur costs. In addition, non-investment grade securities tend to be more volatile than higher rated fixed-income securities, so that adverse economic events may have a greater impact on the prices of non-investment grade debt securities than on higher rated fixed-income securities.

Bank Corporate Bonds. Corporate bonds issued by a financial institution may be subject to the risk of a write down or conversion (i.e., "bail-in") by a relevant authority in circumstances where the financial institution is unable to meet its financial obligations. This may result in bonds issued by such financial institution being written down (to zero), converted into equity or alternative instrument of ownership, or the terms of the bond may be varied. 'Bail-in' risk refers to the risk of relevant authorities exercising powers to rescue troubled banks by writing down or converting rights of their bondholders in order to absorb losses of, or recapitalise, such banks. Investors should be alerted to the fact that relevant authorities are more likely to use a 'bail-in' tool to rescue troubled banks, instead of relying on public financial support as they have in the past. Relevant authorities now consider that public financial support should only be used as a last resort after having assessed and exploited, to the maximum extent practicable, other resolution tools, including the 'bail-in' tool. A 'bail-in' of a financial institution is likely to result in a reduction in value of some or all of its bonds (and possibly other securities) and the Sub-Fund holding such securities when a 'bail-in' occurs will also be similarly impacted.

## 9. SUMMARY OF THE INVESTMENT MANAGER'S ALLOCATION POLICY

The Investment Manager provides discretionary and non-discretionary management services to a variety of Client Accounts ("Applicable Client Accounts"). Applicable Client Accounts vary in a number of ways, including with respect to investment objectives, investment strategies and guidelines, types of investments they may make and vintage focus.

Investment opportunities will be allocated in accordance with the Allocation Policy applicable to the Investment Manager and other personnel directly responsible for managing the Sub-Fund. Allocations will be made across Applicable Client Accounts (including the Sub-Fund) on a pro rata basis, based on the maximum amount of capital available for the investment opportunity deemed appropriate by the Investment Manager, taking into account each Applicable Client Account's investment guidelines.

Exceptions to this general rule may be made in certain circumstances in the discretion of the Investment Manager, in which case investments will be allocated by the Investment Manager in a fair and equitable manner, taking into account various factors it believes are appropriate. The factors that the Investment Manager may consider, which may change over time, currently include an Applicable Client Account's investment objective and strategy, the amount of an Applicable Client Account's capital available for investment (based on the maximum amount of committed capital (whether or not funded)), the composition of an Applicable Client Account's portfolio (taking into account such factors as geography, vintage year, type of

investment, sector, etc.), any relevant investment restrictions, an Applicable Client Account's regulatory or tax status, the remaining time during which the Investment Manager may commit an Applicable Client Account's capital (for Applicable Client Account portfolios with more than one year remaining during which the Investment Manager may commit the Applicable Client Account's capital, the Investment Manager may assign a portion of such period to each of the remaining years), whether the Applicable Client Account is the source of the investment opportunity, whether an Applicable Client Account has previously invested in the investment opportunity as a result of a recommendation by the Investment Manager, allocations previously received by an Applicable Client Account and the size of the investment opportunity. If the size of an investment opportunity would result in one or more Applicable Client Accounts receiving a de minimis allocation of such investment, as determined by the Investment Manager, then the Investment Manager may exclude such Applicable Client Account from participating in the investment and thereby increase the participation of other Applicable Client Accounts. The Investment Manager may make exceptions to this de minimis exclusion in its discretion, including, without limitation, in connection with investments in which the Investment Manager has determined at the time of investment that such investment has a high return potential. Except in cases where an Applicable Client Account is the source of an investment opportunity and the Investment Manager has agreed to give such Applicable Client Account an exclusive or priority allocation of that opportunity, no one factor will control an allocation decision and different factors may be given different weights by the Investment Manager at different times, although it is likely that whether an Applicable Client Account has previously invested in the investment opportunity as a result of a recommendation by the Investment Manager will be a key consideration when allocating opportunities. It is likely that an Applicable Client Account will not participate in every investment in which other Applicable Client Accounts participate or participate to the same extent that it might otherwise have, especially since Applicable Client Accounts generally have different investment objectives and strategies.

The Investment Manager may change its allocation guidelines from time to time without the consent of the Investors provided that any material changes regarding the allocation guidelines will be notified to the Investors. For the avoidance of doubt, the Investment Manager's allocation guidelines will at all times respect and comply with the ELTIF Regulation. See Section 13 of the General Section "*Conflicts of Interest*".

## 10. ESG INTEGRATION

BlackRock's Approach to Sustainable Investing

Environmental, Social and Governance ("ESG") investing, is often conflated or used interchangeably with the term "sustainable investing". BlackRock has identified sustainable investing as being the overall framework and ESG as a data toolkit for identifying and informing our solutions. BlackRock has defined ESG integration as the practice of incorporating material ESG information and consideration of sustainability risks into investment decisions in order to enhance risk-adjusted returns. BlackRock recognises the relevance of material ESG information across all asset classes and styles of portfolio management. The Investment Manager may incorporate sustainability considerations in its investment process. ESG information and sustainability risks are included as a consideration in investment sourcing, investment research, investment due diligence, investment decision-making, portfolio construction and portfolio review, and investment stewardship processes.

The Investment Manager considers ESG insights and data, including sustainability risks, within the total set of information in its research process and makes a determination as to the materiality of such information in its investment process. ESG insights are not the sole consideration when making investment decisions. The Investment Manager's evaluation of ESG data may be subjective and could change over time in light of emerging sustainability risks or changing market conditions. This approach is consistent with the Investment Manager's regulatory duty to manage its funds (including the Sub-Fund) in accordance with

their investment objectives and policies and in the best interests of investors. The firm's Risk and Quantitative Analysis group will review the portfolio of the Sub-Fund with the Investment Manager to ensure that sustainability risks are considered regularly alongside traditional financial risks, that investment decisions are taken in light of relevant sustainability risks and that decisions exposing portfolios to sustainability risks are deliberate, and the risks diversified and scaled according to the investment objective of the Sub-Fund.

BlackRock's approach to ESG integration is to broaden the total amount of information the Investment Manager considers with the aim of improving investment analysis and understanding the likely impact of sustainability risks on the investments. The Investment Manager assesses a variety of economic and financial indicators, which may include ESG data and insights, to make investment decisions appropriate for the Sub-Fund's objectives. This can include relevant third-party insights or data, internal research or engagement commentary and input from BlackRock Sustainable Investment.

Sustainability risks are identified at various steps of the investment process, where relevant, including research, allocation, selection, portfolio construction decisions, or management engagement, and are considered relative to the Sub-Fund's risk and return objectives. Assessment of these risks is done relative to their materiality (i.e., probability of impacting returns of the investment) and in tandem with other risk assessments (e.g., liquidity, valuation, etc.).

ESG integration does not change the Sub-Fund's investment objective or constrain the Investment Manager's investable universe, and there is no indication that an ESG or impact focused investment strategy or exclusionary screens will be adopted by the Sub-Fund. Similarly, ESG integration does not determine the extent to which the Sub-Fund may be impacted by sustainability risks. Please refer to "*Environmental, Social and Governance ("ESG") Matters*" and "*Sustainability Risk*" in Section 8.2 of this Schedule "*Investment Considerations and Risk Factors*".

BlackRock discloses further information about ESG risk integration practices at the team or platform level and for each unique investment strategy through a series of integration statements that are publicly available on product pages where permitted by law/regulation or otherwise made available to current and prospective investors and investment advisors.

Investment Stewardship

BlackRock undertakes investment stewardship engagements and proxy voting with the goal of protecting and enhancing the long-term value of the Sub-Fund's assets for relevant asset classes. In our experience, sustainable financial performance and value creation are enhanced by sound governance practices, including risk management oversight, board accountability, and compliance with regulations. We focus on engagement with sponsors and general partners of fund investments and direct co-investments and secondary investments and with portfolio companies in an effort to improve long-term performance.

BlackRock takes a long-term perspective in its investment stewardship work informed by two key characteristics of our business: the majority of our investors are saving for long-term goals, so we presume they are long-term shareholders; and BlackRock offers strategies with varying investment horizons, which means BlackRock has long-term relationships with its investee companies.

For further detail regarding BlackRock's approach to sustainable investing and investment stewardship please refer to the website at www.blackrock.com/corporate/sustainability and https://www.blackrock.com/corporate/about-us/investment-stewardship#our-responsibility.

**ANNEX I – SFDR PRE-CONTRACTUAL DISCLOSURES**

**Pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852**

**Sustainable investment** means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

**Product name: BlackRock Private Markets – BlackRock Multi Alternatives Growth Fund (the "Sub-Fund")**

**Legal entity identifier: 529900I9EY57RZH39R41**

## Environmental and/or social characteristics

**Does this financial product have a sustainable investment objective?**

| ●● ☐ **Yes** | ●○ ☒ **No** |
|---|---|
| ☐ It will make a minimum of **sustainable investments with an environmental objective:** ___% | ☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of x% of sustainable investments |
| ☐ in economic activities that qualify as environmentally sustainable under the EU Taxonomy | ☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy |
| ☐ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy | ☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy |
| | ☐ with a social objective |
| ☐ It will make a minimum of **sustainable investments with a social objective:** ___% | ☒ It promotes E/S characteristics, but **will not make any sustainable investments** |

### What environmental and/or social characteristics are promoted by this financial product?

In order to achieve its investment objective, the Sub-Fund will primarily invest, directly and indirectly, in a diversified portfolio of long-term investments which are not publicly traded, such as private equity, private credit, private real estate and private infrastructure ("**Private Market Investments**").

The Sub-Fund will also invest in a portfolio of liquid investments ("**Liquid Investments**" and, together with the Private Market Investments, the "**Investments**"). Liquid Investments may include investments in liquid investment funds (including, without limitation, funds investing in fixed income securities and funds investing in liquid alternatives) (the "**Liquid Funds**") cash and cash-equivalents, liquid securities, collateralised loan obligations, over-the-counter transactions, equities, equity-related investments, fixed income securities, fixed income-

related investments, deposits, and money market instruments (collectively, the "**Liquid Securities**").

The Sub-Fund seeks to promote environmental and social characteristics by pursuing certain environmental and social initiatives on a binding basis.

Certain of the Sub-Fund's Investments are expected to align with one or more aims of the UN Sustainable Development Goals.

The Sub-Fund will not invest in any Investments where, at the time the investment is made by the Sub-Fund in such Investment, the Investment Manager is aware, to its actual knowledge (having undertaken customary due diligence), that such Investment is in an entity:

(a) that derives any revenue from the manufacture or distribution of weapons in violation of one or more of: (i) The Convention on the Use of Certain Conventional Weapons, (ii) The Chemical Weapons Convention, (iii) The Biological Weapons Convention, (iv) The Convention on Cluster Munitions (the Oslo Convention), (v) The Anti-Personnel Landmines Convention (the Ottawa Convention) and (vi) The Nuclear Non-Proliferation Treaty;
(b) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from the extraction and sale of coal (including, for the avoidance of doubt, ignite, bituminous, anthracite and steam coal), as well as production and power generation from thermal coal;
(c) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from (i) tar sands extraction, or (ii) peat-fired power generation;
(d) that is involved in the manufacturing of controversial weapons, cluster bombs, landmines, depleted uranium weapons, chemical and biological weapons, blinding laser weapons, incendiary weapons and/or non-detectable fragment weapons;
(e) that derives more than 10% of its most recently completed fiscal years' annual sales revenue from the production, distribution or sale of weapons or ammunition (including, for the avoidance of doubt, "civilian" weapons or ammunition) or from the production, distribution or sale of military hardware;
(f) that is a manufacturer or a provider of components or auxiliary services related to nuclear warheads and missiles, or an assembler of delivery platforms for nuclear weapons; Note that: (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;
(g) that is principally involved in the manufacturing of conventional weapons and weapons components for military use; Note that: (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;
(h) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from production, distribution, retail and supply of tobacco-related products, tobacco leaf growing, harvesting, curing, leaf processing, end-product manufacturing;
(i) that derives any sales revenue from the production of pornography; or
(j) that, to the Investment Manager's actual knowledge obtained in the ordinary course of Investment Manager's due diligence process (in reliance on responses provided by any investment or sponsor of an investment through any due diligence questionnaire) relating to an investment in another fund in or alongside which the Sub-Fund may invest pursuant to its investment strategy (a "**Target Fund**") or follow-on investment to such Target Fund

conducted prior to the Sub-Fund acquiring such Target Fund or follow-on investment to such Target Fund, has violated the UN Global Compact's 10 Principles for Business.

It is possible that the Investment Manager will not receive sufficient information to correctly assess whether investee companies comply with the above obligations post-investment (collectively, the "**Baseline Screens**").

**Sustainability indicators** measure how the environmental or social characteristics promoted by the financial product are attained.

- ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

The environmental or social characteristics promoted by the Sub-Fund are attained by the application of the Baseline Screens.

With respect to private equity investments, eligibility for an investment is determined through the completion of a proprietary private equity investment ESG scorecard.

With respect to primary and secondary participations in Target Funds, eligibility for an investment is determined through the completion of a proprietary primary and secondary ESG scorecard with a look-through materiality threshold of 15% of Net Asset Value for the Baseline Screens.

Regarding the Baseline Screens, (i) with respect to Liquid Funds, eligibility for an investment is determined based on each relevant Liquid Fund being classified as Article 8 under SFDR by the relevant fund manager and/or adviser; and (ii) with respect to Liquid Securities, eligibility for an investment is determined with respect to the screening criteria (a) to (j) above being applied solely at level of the underlying security (and not at the level of the parent/issuer). For the avoidance of doubt, Liquid Investments may still retain an indirect exposure to assets that may violate the screening criteria (a) to (j) of the Baseline Screens, including through the use of derivatives.

The Baseline Screens are implemented through ESG questionnaires used by investment teams as part of the investment due diligence process. The screens are applied to direct holdings and indirect holdings through investment funds by imposing requirements on the managers of such investment funds, but for the avoidance of doubt, the Baseline Screens will not be applied to underlying counterparties (such as tenants in relation to private real estate assets).

- ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

The Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

- ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

**Principal adverse impacts** are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-

The Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

*How have the indicators for adverse impacts on sustainability factors been taken into account?*

Not applicable as the Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio. Please refer to the section below, "*Does this financial product consider principal adverse impacts on sustainability factors?*", which describes how the Sub-Fund considers PAIs on sustainability factors.

corruption and anti-bribery matters.

*How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:*

Not applicable as the Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

*The EU Taxonomy sets out a "do not significant harm" principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*

The "do no significant harm" principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

*Any other sustainable investments must also not significantly harm any environmental or social objectives.*

## Does this financial product consider principal adverse impacts on sustainability factors?

☒ Yes

Through its ESG due diligence and monitoring process, the Sub-Fund considers and reports, based on assessment of available information, on the following principal adverse impact indicators:

- Exposure to companies active in the fossil fuel sector
- Violations of UN Global Compact principles and Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises; and
- Exposure to controversial weapons (anti-personnel mines; cluster munitions; chemical weapons and biological weapons).

The Sub-Fund will provide information on the PAIs considered through the ESG due diligence and monitoring process, based on the assessment of available information, in the Annual Report.

☐ No

## What investment strategy does this financial product follow?

The Sub-Fund aims to provide a return on investment (generated through an increase in the value of the Investments held in the Sub-Fund and/or income received from those Investments), over the long term, by investing in a diversified, global portfolio that comprises illiquid long term Private Market Investments and Liquid Investments.

Private Market Investments may be made in a variety of ways, including by investing: (i) in equity and equity-like interests in subsidiary holding companies, partnerships and other co-investment vehicles; (ii) in corporate finance instruments in the form of shareholder loans or other shareholder financing; (iii) in fixed income securities, loans and fixed income related investments; and/or (iv) through or alongside one or more other funds in or alongside which the Sub-Fund may invest pursuant to its investment strategy.

The Liquid Investments may include investments in the Liquid Funds and the Liquid Securities for the purposes of financing Redemption Requests, meeting costs and expenses and general liquidity management.

The Sub-Fund's investments may be located in any geographic region and in any economic sector. The Sub-Fund will not specialise in any particular sector within Private Market Investments or Liquid Investments.

Derivatives (i.e., investments the prices of which are based on one or more underlying assets), including forward contracts and future contracts, may be used to seek to reduce risk (relevant to the investment objective of the Sub-Fund) within the Sub-Fund.

**The investment strategy** guides investment decisions based on factors such as investment objectives and risk tolerance.

- ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

The binding element of the investment strategy is to apply the Baseline Screens at the time of investment and monitor those screens on an ongoing basis.

In addition, pursuant to the Sub-Fund's investment restrictions, the Sub-Fund will not invest in any Investment, which, at the time the relevant Investment is made, to the actual knowledge of the Investment Manager or the AIFM having undertaken customary due diligence, neither the Sub-Fund, nor any investment holding vehicles established by the Sub-Fund, would contravene the Baseline Screens as they are described above to apply to that type of Investment (other than Liquid Funds, which do not apply the Baseline Screens).

- ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

Not applicable.

**Good governance** practices include sound management structures, employee relations, remuneration of staff and tax compliance.

- ***What is the policy to assess good governance practices of the investee companies?***

In respect of private equity, real estate and infrastructure investments, BlackRock completes a comprehensive investment ESG questionnaire, which includes questions on key governance criteria including, but not limited to, sound management structures, employee relations and remuneration of staff and (in respect of real estate investments only) good governance checks on related third-parties including, but not limited to, co-investors, property developers, and property managers. In addition, BlackRock ensures tax compliance by conducting tax due diligence as part of the underwriting for which the investment teams leverage in-house experts as well as external advisors. Beyond the investment ESG questionnaire, BlackRock leverages a number of internal and third-party tools to determine the good governance as well as potential improvements if deemed appropriate.

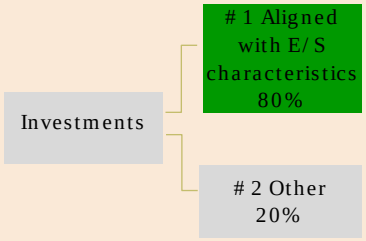
In respect of private credit investments, BlackRock assesses good governance practices of the Sub-Fund's borrowers through the proprietary insights and shareholder engagement of the Investment Manager. Using a risk-based approach, BlackRock seeks to identify issuers which may not have satisfactory governance practices in relation to key performance indicators (KPIs) related to sound management structure, employee relations, remuneration of staff and tax compliance. The Investment Manager will assess the ESG risk rating of each potential investment and will only invest in those companies with adequate ESG characteristics, including good governance, assessed by the Investment Manager at the time the investment decision is made. The Investment Manager will also use reasonable efforts to engage with the Sub-Fund's borrowers to promote an improvement in their ESG disclosures.

## What is the asset allocation planned for this financial product?

A minimum of 80% of the Sub-Fund's total assets will be invested in Investments that are aligned with environmental and/or social characteristics described above (#1 Aligned with E/S characteristics).

The Sub-Fund may invest up to 20% of its total assets in other investments (#2 Other investments). We refer you to our responses to the question below "*What investments are included under "#2 Other", what is their purpose and are there any minimum environmental or social safeguards?*" for further detail.

**Asset allocation** describes the share of investments in specific assets.




**#1 Aligned with E/S characteristics** includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial pro

**#2 Other** includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustain investments.

- ***How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?***

Not applicable. The Sub-Fund will not use derivatives to attain the environmental or social characteristics being promoted. For the avoidance of doubt, the derivatives themselves will not be aligned with environmental and social characteristics outlined above.

## To what extent were the Sustainable investments with an environmental objective aligned with the EU Taxonomy?

- ***Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy[14]?***

☐ Yes:

[14] Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective – see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214

☐ In fossil gas ☐ In nuclear energy

☒ No

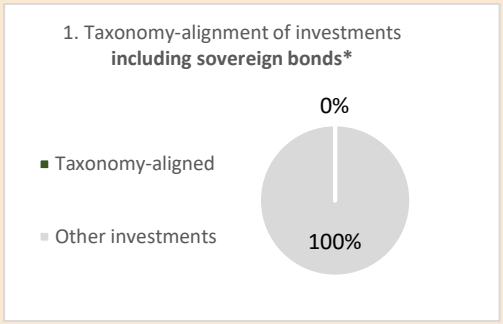
Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g., for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.

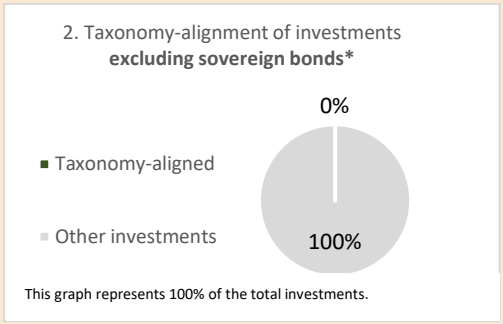
To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

***The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.***

**1. Taxonomy-alignment of investments including sovereign bonds***




**2. Taxonomy-alignment of investments excluding sovereign bonds***




**For the purpose of these graphs, "sovereign bonds" consist of all sovereign exposures.*

The Sub-Fund does not currently commit to investing more than 0% of its assets in sustainable investments with an environmental objective aligned with the EU Taxonomy, however, these investments may form part of the portfolio.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective**.**

**Transitional activities are** activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

- ***What is the minimum share of investments in transitional and enabling activities?***

The Sub-Fund does not commit to investing in sustainable investments with an environmental objective, however, these investments may form part of the portfolio.

are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.

**What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?**

The Sub-Fund does not commit to investing in sustainable investments with an environmental objective, however, these investments may form part of the portfolio.

**What is the minimum share of socially sustainable investments?**

The Sub-Fund does not currently commit to investing more than 0% of its assets in socially sustainable investments, however, these investments may form part of the portfolio.

**What investments are included under "#2 Other", what is their purpose and are there any minimum environmental or social safeguards?**

Other holdings are limited to up to 20% and may include derivatives, cash and near cash instruments and shares or units of money market funds and fixed income transferable securities (also known as debt securities) issued by governments and agencies worldwide.

These investments may be used for the purposes of liquidity management and/or hedging.

## Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

No.

**Reference benchmarks** are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

Not applicable.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

Not applicable.

- ***How does the designated index differ from a relevant broad market index?***

Not applicable.

- ***Where can the methodology used for the calculation of the designated index be found?***

Not applicable.

**Where can I find more product specific information online?**

**More product-specific information can be found on the website:**

Please refer to the website page for the Sub-Fund, which can be found by typing the name of the Sub-Fund into the search bar on the BlackRock website: www.blackrock.com

## ANNEX II - OFFERING LEGENDS

NOTICE TO PROSPECTIVE INVESTORS GENERALLY

THE DISTRIBUTION OF THIS PROSPECTUS AND/OR THE OFFER AND SALE OF THE SHARES IN CERTAIN JURISDICTIONS OR TO CERTAIN INVESTORS MAY (IN ADDITION TO THOSE RESTRICTIONS UNDER THE LAWS OF VARIOUS JURISDICTIONS DESCRIBED HEREIN) BE RESTRICTED OR PROHIBITED BY LAW. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE AND DOMICILE WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSITION OF THE SHARES.

COPIES OF THIS PROSPECTUS DISTRIBUTED TO INVESTORS IN A PARTICULAR JURISDICTION MAY INCLUDE AN ADDITIONAL NOTICE REGARDING THE OFFERING AND SALE OF THE SHARES IN THAT JURISDICTION, WHICH NOTICE, IF INCLUDED, WILL BE AFFIXED ON THE COVER OF THIS PROSPECTUS.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA ("EEA")

PURSUANT TO THE AIFMD, THE SUB-FUND WILL CONSTITUTE AN EU AIF WHOSE ALTERNATIVE INVESTMENT FUND MANAGER IS ITSELF AN EU AIFM. EACH MEMBER STATE OF THE EEA HAS ADOPTED LEGISLATION IMPLEMENTING THE AIFMD INTO NATIONAL LAW. UNDER THE AIFMD, MARKETING OF THE SHARES TO ANY PROSPECTIVE INVESTOR DOMICILED OR WITH A REGISTERED OFFICE IN THE EEA WILL BE RESTRICTED BY SUCH LAWS AND NO SUCH MARKETING SHALL TAKE PLACE EXCEPT AS PERMITTED BY SUCH LAWS. POTENTIAL INVESTORS SHOULD ENSURE THEY ARE ABLE TO SUBSCRIBE FOR SHARES IN THE SUB-FUND IN ACCORDANCE WITH THE ABOVE LAWS. IN ADDITION, THE SUB-FUND QUALIFIES AS AN ELTIF UNDER THE ELTIF REGULATION.

IN ACCORDANCE WITH ARTICLE 31(2) OF THE ELTIF REGULATION AND ARTICLE 32 OF THE AIFMD, THE SUB-FUND MAY BE MARKETED UNDER AN AIFMD MARKETING PASSPORT IN THE MEMBERS STATES OF THE EEA TO WHICH THE AIFMD MARKETING PASSPORT PERMISSIONS RELATE TO: (I) PROFESSIONAL INVESTORS; AND (II) RETAIL INVESTORS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ELTIF REGULATION, IN EACH CASE WHERE THE PROSPECTIVE INVESTOR IS DOMICILED OR HAS A REGISTERED OFFICE IN A MEMBER STATE OF THE EEA IN RESPECT OF WHICH AIFMD MARKETING PASSPORT PERMISSIONS HAVE BEEN RECEIVED. OTHER INVESTORS SHOULD NOT, AND SHOULD NOT BE INVITED TO, SUBSCRIBE FOR SHARES UNLESS SUCH SUBSCRIPTION IS OTHERWISE PERMITTED BY APPLICABLE LAWS.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM (THE "UK")

IN THE UK, THE SUB-FUND MAY BE MARKETED TO: (I) PROFESSIONAL CLIENTS; AND (II) HIGH NET WORTH AND SOPHISTICATED INVESTORS. FOR THE PURPOSES OF THIS PARAGRAPH, "PROFESSIONAL CLIENTS", "HIGH NET WORTH INVESTOR" AND "SOPHISTICATED INVESTOR" HAVE THE MEANING SET OUT IN THE FCA HANDBOOK.

NOTICE TO RESIDENTS OF SWITZERLAND

THE OFFER AND THE MARKETING OF SHARES OF THE SUB-FUND IN SWITZERLAND WILL BE EXCLUSIVELY MADE TO, AND DIRECTED AT, QUALIFIED INVESTORS (THE "QUALIFIED INVESTORS"), AS DEFINED IN ARTICLE 10(3) AND (3TER) OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT AS OF 23 JUNE 2006 AND ITS IMPLEMENTING ORDINANCE. ACCORDINGLY, THE SUB-FUND HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY. THIS PROSPECTUS AND/OR ANY OTHER OFFERING OR MARKETING MATERIALS RELATING TO THE SHARES OF THE SUB-FUND MAY BE MADE AVAILABLE IN SWITZERLAND SOLELY TO QUALIFIED INVESTORS.

FOR INFORMATION ON ART. 8 / 9 FINANCIAL SERVICES ACT (FINSA) AND ON YOUR CLIENT SEGMENTATION UNDER ART. 4 FINSA, PLEASE SEE THE FOLLOWING WEBSITE: WWW.BLACKROCK.COM/FINSA.

THE REPRESENTATIVE IN SWITZERLAND IS BLACKROCK ASSET MANAGEMENT SCHWEIZ AG, BAHNHOFSTR. 39, 8001 ZÜRICH, SWITZERLAND (THE "REPRESENTATIVE"). THE PAYING AGENT IN SWITZERLAND IS STATE STREET BANK INTERNATIONAL GMBH, MUNICH, ZÜRICH BRANCH, BEETHOVENSTRASSE 19, CH-8002 ZÜRICH, SWITZERLAND.

THIS PROSPECTUS AND ANY OTHER OFFERING MATERIALS RELATING TO THE SHARES OF THE SUB-FUND, AS WELL AS THE ANNUAL REPORT OF THE SUB-FUND, MAY BE OBTAINED FREE OF CHARGE FROM THE REPRESENTATIVE IN SWITZERLAND. THE PLACE OF PERFORMANCE FOR SHARES OF THE SUB-FUND OFFERED IN SWITZERLAND IS THE REGISTERED OFFICE OF THE REPRESENTATIVE. THE PLACE OF JURISDICTION IS AT THE REGISTERED OFFICE OF THE REPRESENTATIVE OR AT THE REGISTERED OFFICE OR PLACE OF RESIDENCE OF THE INVESTOR.

THE AIFM AND ITS AGENTS PAY NO FEES TO THIRD PARTIES FOR DISTRIBUTION ACTIVITY OF THE SUB-FUND IN SWITZERLAND, NOR FOR TRANSACTION FACILITATION ACTIVITIES IN SWITZERLAND IN RELATION TO THE SUB-FUND.

THE AIFM AND/OR ITS AGENTS MAY PAY FEE REBATES DIRECTLY TO SOME INVESTORS, IN ORDER TO REDUCE THE CHARGES OR COSTS BORNE BY SUCH INVESTORS. PURSUANT TO SWISS LAWS GOVERNING THE SUB-FUND DISTRIBUTION ACTIVITIES IN SWITZERLAND, REBATES ARE ALLOWED AS LONG AS THEY ARE PAID OUT OF THE FEES DUE TO THE AIFM OR ITS AGENTS AND NOT CHARGED TO THE SUB-FUND AS AN EXTRA COST AND GRANTED ON THE BASIS OF OBJECTIVE CRITERIA TO ALL INVESTORS WHO REQUEST REBATES AND FULFIL THE OBJECTIVE CRITERIA EQUALLY.

THE OBJECTIVE CRITERIA FOR PAYMENT OF REBATES ARE (FOR EXAMPLE):

- THE LEVEL OF ASSETS INVESTED BY THE INVESTOR IN THE SUB-FUND OR IN ALL SUB-FUNDS AND OTHER PRODUCTS WHICH FORM PART OF THE PRODUCT OFFERING OF THE PROMOTER OF THE SUB-FUND;

- THE LEVEL OF FEES PAID BY THE INVESTOR TO THE AIFM;

- INVESTOR SUPPORT FOR THE SUB-FUND DURING SUCH SUB-FUND'S FUNDRAISING PERIOD.

FURTHER INFORMATION ABOUT THESE CRITERIA MAY BE OBTAINED FROM THE AIFM UPON REQUEST.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

THIS DOCUMENT MAY NOT BE DISTRIBUTED IN THE KINGDOM OF SAUDI ARABIA EXCEPT TO SUCH PERSONS AS ARE PERMITTED UNDER THE INVESTMENT FUNDS REGULATIONS ISSUED BY THE CAPITAL MARKET AUTHORITY.

THE CAPITAL MARKET AUTHORITY DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THIS DOCUMENT, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS ARISING FROM, OR INCURRED IN RELIANCE UPON, ANY PART OF THIS DOCUMENT.

PROSPECTIVE SUBSCRIBERS OF THE SHARES OFFERED HEREBY SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE ACCURACY OF THE INFORMATION RELATING TO THE SHARES TO BE OFFERED. IF YOU DO NOT UNDERSTAND THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISER.

NOTICE TO RESIDENTS OF AUSTRALIA

THIS PROSPECTUS IS NOT A PROSPECTUS OR PRODUCT DISCLOSURE STATEMENT UNDER THE CORPORATIONS ACT 2001 (CTH) (CORPORATIONS ACT) AND DOES NOT CONSTITUTE A RECOMMENDATION TO ACQUIRE, AN INVITATION TO APPLY FOR, AN OFFER TO APPLY FOR OR BUY, AN OFFER TO ARRANGE THE ISSUE OR SALE OF, OR AN OFFER FOR ISSUE OR SALE OF, ANY SECURITIES IN AUSTRALIA, EXCEPT AS SET OUT BELOW. THE SUB-FUND HAS NOT AUTHORISED NOR TAKEN ANY ACTION TO PREPARE OR LODGE WITH THE AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION AN AUSTRALIAN LAW COMPLIANT PROSPECTUS OR PRODUCT DISCLOSURE STATEMENT. ACCORDINGLY, THIS PROSPECTUS MAY NOT BE ISSUED OR DISTRIBUTED IN AUSTRALIA AND THE SHARES IN THE SUB-FUND MAY NOT BE OFFERED, ISSUED, SOLD OR DISTRIBUTED IN AUSTRALIA BY ANY PERSON, UNDER THIS PROSPECTUS OTHER THAN BY WAY OF OR PURSUANT TO AN OFFER OR INVITATION THAT DOES NOT NEED DISCLOSURE TO INVESTORS UNDER PART 6D.2 OR PART 7.9 OF THE CORPORATIONS ACT, WHETHER BY REASON OF THE INVESTOR BEING A 'WHOLESALE CLIENT' (AS DEFINED IN SECTION 761G OF THE CORPORATIONS ACT AND APPLICABLE REGULATIONS) OR OTHERWISE. THIS PROSPECTUS DOES NOT CONSTITUTE OR INVOLVE A RECOMMENDATION TO ACQUIRE, AN OFFER OR INVITATION FOR ISSUE OR SALE, AN OFFER OR INVITATION TO ARRANGE THE ISSUE OR SALE, OR AN ISSUE OR SALE, OF SHARES TO A 'RETAIL CLIENT' (AS DEFINED IN SECTION 761G OF THE CORPORATIONS ACT AND APPLICABLE REGULATIONS) IN AUSTRALIA.

NOTICE TO RESIDENTS OF BELGIUM

THE SHARES IN THE SUB-FUND ARE REGISTERED/NOMINATIVE SHARES. IN ORDER TO ALLOW BELGIAN INVESTORS TO RECORD THE SUB-FUND'S SHARES ON A SECURITIES ACCOUNT OPENED WITH A BELGIAN DISTRIBUTOR, THE LATTER CAN PROPOSE A SUBSCRIPTION SERVICE IN WHICH IT ACTS AS A NOMINEE.

A NOMINEE SYSTEM MEANS THAT THE POSITIONS OF INVESTORS HOLDING REGISTERED SHARES ARE BEING RECORDED IN INDIVIDUAL SECURITIES ACCOUNTS OPENED IN THEIR OWN NAME WITH THE NOMINEE AND THAT THE OVERALL POSITION OF SUCH INVESTORS TAKEN TOGETHER IS IN TURN REFLECTED IN A GENERIC REGISTRATION IN THE NAME OF THE NOMINEE (BUT ON BEHALF OF SUCH INVESTORS) IN THE SHAREHOLDERS' REGISTER OF THE SUB-FUND.

A BELGIAN DISTRIBUTOR WHO OFFERS SUCH NOMINEE SERVICES MAY ACT AS A NOMINEE ITSELF OR APPOINT A THIRD-PARTY NOMINEE. THE SUB-FUND IS NOT INVOLVED IN THE PROCESS OF IDENTIFYING OR NOMINATING THIRD-PARTY NOMINEES BY A BELGIAN DISTRIBUTOR. WHEN A BELGIAN DISTRIBUTOR USES A THIRD-PARTY NOMINEE, THE IDENTITY OF THIS THIRD-PARTY NOMINEE CAN BE OBTAINED FROM THE BELGIAN DISTRIBUTOR.

EACH BELGIAN DISTRIBUTOR THAT OFFERS NOMINEE SERVICES SHALL COMPLY WITH FSMA'S CIRCULAR LETTER OPC 4/2007 OF 24 OCTOBER 2007 CONCERNING THE HOLDING OF SECURITIES OF COLLECTIVE INVESTMENT UNDERTAKINGS THROUGH AN INTERMEDIARY (*NOMINEE*).

INVESTORS MAY AT ANY TIME SUBMIT A REQUEST TO THEIR BELGIAN DISTRIBUTOR FOR DIRECT REGISTRATION IN THE SUB-FUND'S REGISTER OF REGISTERED SHARES. INVESTORS SHOULD REFER TO THEIR BELGIAN DISTRIBUTOR FOR AN INDICATION OF THE FEES THAT IT MAY CHARGE IN THE EVENT OF A DIRECT REGISTRATION REQUEST.

BEFORE MAKING AN INVESTMENT DECISION, IT IS RECOMMENDED THAT EACH INVESTOR OBTAINS FROM HIS OR HER BELGIAN DISTRIBUTOR FURTHER INFORMATION ON THE NOMINEE THAT THE BELGIAN DISTRIBUTOR MAY USE, THE PROCEDURES PUT IN PLACE BY THE BELGIAN DISTRIBUTOR TO PROTECT THE RIGHTS OF INVESTORS IN THE EVENT OF THE INSOLVENCY OF THE BELGIAN DISTRIBUTOR AND/OR THE THIRD-PARTY NOMINEE.

NOTICE TO RESIDENTS OF BRAZIL

THE SHARES IN THE SUB-FUND MAY NOT BE OFFERED OR SOLD TO THE PUBLIC IN BRAZIL. ACCORDINGLY, THE SHARES IN THE SUB-FUND HAVE NOT BEEN NOR WILL BE REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION - CVM NOR HAVE THEY BEEN SUBMITTED TO THE FOREGOING AGENCY FOR APPROVAL. DOCUMENTS RELATING TO THE SHARES IN THE SUB-FUND, AS WELL AS THE INFORMATION CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN BRAZIL, AS THE OFFERING OF SHARES IN THE SUB-FUND IS NOT A PUBLIC OFFERING OF SECURITIES IN BRAZIL, NOR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF SECURITIES TO THE PUBLIC IN BRAZIL.

NOTICE TO RESIDENTS OF CHILE

ESTA OFERTA PRIVADA SE INICIA EL DÍA INDICADO EN LA PORTADA DE ESTE MEMORANDUM Y SE ACOGE A LAS DISPOSICIONES DE LA NORMA DE CARÁCTER GENERAL Nº 336 DE LA SUPERINTENDENCIA DE VALORES Y SEGUROS, HOY COMISIÓN PARA EL MERCADO FINANCIERO.

ESTA OFERTA VERSA SOBRE VALORES NO INSCRITOS BAJO LA LEY DE MERCADO DE VALORES EN EL REGISTRO DE VALORES O EN EL REGISTRO DE VALORES EXTRANJEROS QUE LLEVA LA COMISIÓN PARA EL MERCADO FINANCIERO, POR LO QUE TALES VALORES NO ESTÁN SUJETOS A LA FISCALIZACIÓN DE ÉSTA;

POR TRATARSE DE VALORES NO INSCRITOS, NO EXISTE OBLIGACIÓN POR PARTE DEL EMISOR DE ENTREGAR EN CHILE INFORMACIÓN PÚBLICA RESPECTO DE LOS VALORES SOBRE LOS QUE VERSA ESTA OFERTA;

ESTOS VALORES NO PODRÁN SER OBJETO DE OFERTA PÚBLICA EN CHILE MIENTRAS NO SEAN INSCRITOS EN EL REGISTRO DE VALORES CORRESPONDIENTE;

ESTE CONTENIDO NO CONTIENE NINGUNA RECOMENDACIÓN O EVALUACIÓN DE INVERSIÓN, LEGAL, FISCAL O DE OTRO TIPO Y NO DEBE INTERPRETARSE COMO ASESORÍA DE INVERSIÓN O DE CUALQUIER OTRA NATURALEZA. CADA INVERSIONISTA DEBE CONSULTAR A SU ASESOR DE INVERSIÓN, ASESOR FISCAL Y LEGAL ANTES DE TOMAR CUALQUIER DECISIÓN DE INVERSIÓN. BLACKROCK NO HA CONSIDERADO LA IDONEIDAD O RAZONABILIDAD DE CUALQUIER INVERSIÓN EN FUNCIÓN DE LAS NECESIDADES DE AHORRO, PERFIL DE INVERSIÓN, EXPECTATIVAS, CIRCUNSTANCIAS O TOLERANCIA AL RIESGO DE PERSONA ALGUNA Y NO ASUME RESPONSABILIDAD ALGUNA EN RELACIÓN CON ELLO;

INVERTIR IMPLICA RIESGOS, INCLUYENDO LA POSIBLE PÉRDIDA DEL CAPITAL. LAS INVERSIONES EN ACTIVOS FINANCIEROS IMPLICAN CIERTO GRADO DE RIESGO. EL VALOR DE LAS INVERSIONES Y EL INGRESO QUE GENEREN LAS MISMAS PUEDE VARIAR, POR LO CUAL, EL VALOR DE LA INVERSIÓN INICIAL NO PUEDE SER GARANTIZADO. NO EXISTE GARANTÍA ALGUNA DE QUE SE CUMPLAN LAS PREVISIONES U OPINIONES EXPRESADAS EN ESTE DOCUMENTO.

THIS PRIVATE OFFER COMMENCES ON THE LAUNCH DATE OF THE SUB-FUND SET FORTH IN THIS PROSPECTUS AND IT IS SUBJECT TO GENERAL REGULATION NO. 336 OF THE SUPERINTENDENCE OF SECURITIES AND INSURANCES (CURRENTLY THE FINANCIAL MARKETS COMMISSION).

THIS OFFER RELATES TO SHARES NOT REGISTERED PURSUANT TO THE SECURITES MARKET LAW WITH THE SECURITIES REGISTRY OR THE REGISTRY OF FOREIGN SECURITIES OF THE FINANCIAL MARKETS COMMISSION, AND THEREFORE SUCH SECURITIES ARE NOT SUBJECT TO OVERSIGHT BY THE LATTER;

BEING UNREGISTERED SHARES, THERE IS NO OBLIGATION ON THE ISSUER TO PROVIDE PUBLIC INFORMATION IN CHILE REGARDING SUCH SHARES;

THESE SHARES MAY NOT BE SUBJECT TO A PUBLIC OFFER IN CHILE UNTIL THEY ARE REGISTERED IN THE CORRESPONDING SECURITIES REGISTRY;

THIS CONTENT DOES NOT INCLUDE OR ENTAIL ANY INVESTMENT, LEGAL, TAX OR OTHER RECOMMENDATION OR EVALUATION AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR OF ANY OTHER NATURE. EACH INVESTOR SHOULD CONSULT HIS OR HER INVESTMENT ADVISOR, TAX AND LEGAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISION. BLACKROCK HAS NOT CONSIDERED THE SUITABILITY OR REASONABLENESS OF ANY INVESTMENT BASED ON THE SAVINGS NEEDS, INVESTMENT PROFILE, EXPECTATIONS, CIRCUMSTANCES OR RISK TOLERANCE OF ANY PERSON AND ACCEPTS NO LIABILITY IN RELATION THERETO;

INVESTING INVOLVES RISKS INCLUDING POSSIBLE LOSS OF PRINCIPAL. INVESTMENTS IN FINANCIAL ASSETS INVOLVE A CERTAIN DEGREE OF RISK. THE VALUE OF THE INVESTMENTS AND THE INCOME THEY GENERATE MAY VARY, THEREFORE, THE VALUE OF THE INITIAL INVESTMENT CANNOT BE GUARANTEED. THERE IS NO GUARANTEE OF ANY FORECASTS OR OPINIONS EXPRESSED HEREIN.

NOTICE TO RESIDENTS OF COLOMBIA

THIS DOCUMENT DOES NOT CONSTITUTE A PUBLIC OFFER IN THE REPUBLIC OF COLOMBIA. THE SUB-FUND IS OFFERED UNDER CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES UNDER APPLICABLE COLOMBIAN SECURITIES LAWS AND REGULATIONS. THE OFFER OF THE SUB-FUND IS ADDRESSED TO LESS THAN ONE HUNDRED SPECIFICALLY IDENTIFIED INVESTORS. THE SUB-FUND MAY NOT BE PROMOTED OR MARKETED IN COLOMBIA OR TO COLOMBIAN RESIDENTS, UNLESS SUCH PROMOTION AND MARKETING IS MADE IN COMPLIANCE WITH DECREE 2555 OF 2010 AND OTHER APPLICABLE RULES AND REGULATIONS RELATED TO THE PROMOTION OF FOREIGN SECURITIES IN COLOMBIA.

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF SHARES MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS FOR GENERAL GUIDANCE ONLY, AND IT IS THE RESPONSIBILITY OF ANY PERSON OR PERSONS IN POSSESSION OF THIS PROSPECTUS AND WISHING TO MAKE APPLICATION FOR SHARES TO INFORM THEMSELVES OF, AND TO OBSERVE, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. PROSPECTIVE APPLICANTS FOR SHARES SHOULD INFORM THEMSELVES OF ANY APPLICABLE LEGAL REQUIREMENTS, EXCHANGE CONTROL REGULATIONS AND APPLICABLE TAXES IN THE COUNTRIES OF THEIR RESPECTIVE CITIZENSHIP, RESIDENCE OR DOMICILE.

NOTICE TO RESIDENTS OF COSTA RICA

THIS IS AN INDIVIDUAL AND PRIVATE OFFER WHICH IS MADE IN COSTA RICA UPON RELIANCE ON AN EXEMPTION FROM REGISTRATION BEFORE THE GENERAL SUPERINTENDENCY OF SECURITIES (“SUGEVAL”), PURSUANT TO ARTICLE 6 OF THE REGULATIONS ON THE PUBLIC OFFERING OF SECURITIES (“REGLAMENTO SOBRE OFERTA PÚBLICA DE VALORES”). THIS INFORMATION IS CONFIDENTIAL, AND IS NOT TO BE REPRODUCED OR DISTRIBUTED TO THIRD PARTIES AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES IN COSTA RICA.

AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES UNDER THE DEFINITION SET FORTH IN THE SECURITIES MARKET STATUTE (“LEY REGULADORA DEL MERCADO DE VALORES”), THE PRODUCT BEING OFFERED IS NOT INTENDED FOR THE COSTA RICAN PUBLIC OR MARKET AND NEITHER IS IT REGISTERED OR WILL BE REGISTERED BEFORE THE SUGEVAL AND, ACCORDINGLY, IT IS NOT COVERED BY THE SUPERVISION, DISCIPLINARY REGIME AND PROTECTIONS AFFORDED TO LOCAL INVESTORS BY THE SECURITIES MARKET STATUTE WITH REGARDS TO THE PUBLIC OFFERINGS OF SECURITIES, AND IT IS NOT REGISTERED IN THE NATIONAL REGISTRY OF SECURITIES AND INTERMEDIARIES (“REGISTRO NACIONAL DE VALORES E INTERMEDIARIOS”).

AS THIS IS A PRIVATE OFFERING OF SHARES, THE INVESTOR WILL NOT HAVE ACCESS TO ONGOING REPORTING REQUIRED BY THE REGULATIONS SET FORTH BY THE NATIONAL COUNCIL FOR SUPERVISION OF THE FINANCIAL SYSTEM ("CONASSIF") AND THE SUGEVAL.

AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES REGISTERED IN THE NATIONAL REGISTRY OF SECURITIES AND INTERMEDIARIES, THE INVESTOR WILL NOT BE ABLE TO TRADE THE PRODUCT IN THE SECONDARY MARKET IN COSTA RICA.

NOTICE TO RESIDENTS OF EL SALVADOR

THIS PROSPECTUS HAS BEEN PRODUCED FOR THE PURPOSE OF PROVIDING INFORMATION ABOUT THE SHARES. THIS PROSPECTUS IS MADE AVAILABLE ON THE CONDITION THAT IT IS FOR THE USE ONLY BY THE RECIPIENT AND MAY NOT BE PASSED ON TO ANY OTHER PERSON OR BE REPRODUCED IN ANY PART. THE SHARES HAVE NOT BEEN AND WILL NOT BE OFFERED IN THE COURSE OF A PUBLIC OFFERING OR OF EQUIVALENT MARKETING IN EL SALVADOR AND THEREFORE, THE PROVISIONS OF THE STOCK MARKET LAW OF 1994 (LEY DEL MERCADO DE VALORES) AS AMENDED, RELATING TO REGISTRATION REQUIREMENTS AND TO PROSPECTUS REQUIREMENTS DO NOT APPLY. THE SHARES HAVE THUS NEITHER BEEN REGISTERED FOR PUBLIC DISTRIBUTION IN EL SALVADOR WITH THE STOCK SUPERINTENDENCY NOR BEEN THE SUBJECT MATTER OF A PROSPECTUS COMPLIANT WITH THE STOCK MARKET LAW. ANY SUBSCRIPTION APPLICATION BY ANY PERSON OTHER THAN THE INITIAL RECIPIENT OF THIS PROSPECTUS WILL BE REJECTED.

NOTICE TO RESIDENTS OF GUATEMALA

THIS COMMUNICATION AND ANY ACCOMPANYING INFORMATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE (AND SHOULD NOT BE INTERPRETED TO CONSTITUTE) A PUBLIC OFFERING, SELLING, OR CONDUCTING OF BUSINESS WITH RESPECT TO THE SHARES DESCRIBED HEREIN, IN GUATEMALA), OR THE CONDUCTING OF ANY BROKERAGE, BANKING OR OTHER SIMILARLY REGULATED ACTIVITIES IN GUATEMALA. NEITHER BLACKROCK, NOR THE SHARES DESCRIBED HEREIN, ARE REGISTERED (OR INTENDED TO BE REGISTERED) IN GUATEMALA. FURTHERMORE, NEITHER BLACKROCK, NOR THE SHARES DESCRIBED HEREIN, ARE REGULATED OR SUPERVISED BY ANY GOVERNMENTAL OR SIMILAR AUTHORITY IN GUATEMALA. THIS INFORMATION IS PRIVATE, CONFIDENTIAL AND IS SENT FOR THE EXCLUSIVE USE OF THE ADDRESSEE. THIS DOCUMENT MUST NOT BE PUBLICLY DISTRIBUTED AND ANY USE OF THIS DOCUMENT BY ANYONE OTHER THAN THE ADDRESSEE IS NOT AUTHORIZED. THE ADDRESSEE IS REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS IN ITS JURISDICTION, INCLUDING, WITHOUT LIMITATION, TAX LAWS AND EXCHANGE CONTROL REGULATIONS, IF ANY.

NOTICE TO RESIDENTS OF HONG KONG

WARNING THE CONTENTS OF THIS DOCUMENT HAVE NOT BEEN REVIEWED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THE OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. IN ADDITION, ALTHOUGH NOT A LEGAL REQUIREMENT COUNSEL RECOMMEND THAT THE FOLLOWING WORDING BE INCLUDED IN ALL MARKETING MATERIALS: FUNDS IN CORPORATE FORM THIS PROSPECTUS HAS NOT BEEN REGISTERED BY THE REGISTRAR OF COMPANIES IN HONG KONG. THE SUB-FUND IS A COLLECTIVE INVESTMENT SCHEME AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE OF HONG KONG (THE "ORDINANCE") BUT HAS NOT BEEN AUTHORISED BY THE SECURITIES AND FUTURES COMMISSION PURSUANT TO THE ORDINANCE. ACCORDINGLY, THE SHARES MAY ONLY BE OFFERED OR SOLD IN HONG KONG TO PERSONS WHO ARE "PROFESSIONAL INVESTORS" AS DEFINED IN THE ORDINANCE AND ANY RULES MADE UNDER THE ORDINANCE OR IN CIRCUMSTANCES WHICH ARE PERMITTED UNDER THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE OF HONG KONG AND THE ORDINANCE. IN ADDITION, THIS PROSPECTUS MAY NOT BE ISSUED

OR POSSESSED FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, AND THE SHARES MAY NOT BE DISPOSED OF TO ANY PERSON UNLESS SUCH PERSON IS OUTSIDE HONG KONG, SUCH PERSON IS A "PROFESSIONAL INVESTOR" AS DEFINED IN THE ORDINANCE AND ANY RULES MADE UNDER THE ORDINANCE OR AS OTHERWISE MAY BE PERMITTED BY THE ORDINANCE. FUNDS IN PARTNERSHIP OR UNIT TRUST FORM: THE SUB-FUND IS A COLLECTIVE INVESTMENT SCHEME BUT IS NOT AUTHORISED UNDER SECTION 104 OF THE SECURITIES AND FUTURES ORDINANCE OF HONG KONG BY THE SECURITIES AND FUTURES COMMISSION OF HONG KONG. ACCORDINGLY, THE DISTRIBUTION OF THIS PROSPECTUS, AND THE PLACEMENT OF SHARES IN HONG KONG, IS RESTRICTED. THIS PROSPECTUS MAY ONLY BE DISTRIBUTED, CIRCULATED OR ISSUED TO PERSONS WHO ARE PROFESSIONAL INVESTORS UNDER THE SECURITIES AND FUTURES ORDINANCE AND ANY RULES MADE UNDER THAT ORDINANCE OR AS OTHERWISE PERMITTED BY THE SECURITIES AND FUTURES ORDINANCE.

NOTICE TO RESIDENTS OF JAPAN

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED PURSUANT TO ARTICLE 4, PARAGRAPH 1 OF THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948, AS AMENDED) AND, ACCORDINGLY, NONE OF THE SHARES NOR ANY INTEREST THEREIN MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT, OF ANY JAPANESE PERSON OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO ANY JAPANESE PERSON EXCEPT UNDER CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND GUIDELINES PROMULGATED BY THE RELEVANT JAPANESE GOVERNMENTAL AND REGULATORY AUTHORITIES AND IN EFFECT AT THE RELEVANT TIME. FOR THIS PURPOSE, A "JAPANESE PERSON" MEANS ANY PERSON RESIDENT IN JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANISED UNDER THE LAWS OF JAPAN.

NOTICE TO RESIDENTS OF MEXICO

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL REGISTRY OF SECURITIES, MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION AND, AS A RESULT, MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO. THE FUND AND ANY UNDERWRITER OR PURCHASER MAY OFFER AND SELL THE SHARES OF THE SUB-FUND IN MEXICO ON A PRIVATE PLACEMENT BASIS TO INSTITUTIONAL AND QUALIFIED INVESTORS PURSUANT TO ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW. POTENTIAL INVESTORS ARE REQUIRED TO INFORM THEMSELVES OF, AND TO OBSERVE, ANY LEGAL RESTRICTIONS ON THEIR INVOLVEMENT IN THE OFFERING.

NOTICE TO RESIDENTS OF PANAMA

THESE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE SUPERINTENDENCE OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA UNDER DECREE LAW N°1 OF JULY 8, 1999 (THE "PANAMANIAN SECURITIES ACT") AND MAY NOT BE PUBLICLY OFFERED OR SOLD WITHIN PANAMA, EXCEPT IN CERTAIN LIMITED TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE PANAMANIAN SECURITIES ACT. THESE SHARES DO NOT BENEFIT FROM THE TAX INCENTIVES PROVIDED BY THE PANAMANIAN SECURITIES ACT AND ARE NOT SUBJECT TO REGULATION OR SUPERVISION BY SUPERINTENDENCE OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA.

NOTICE TO RESIDENTS OF PERU

THIS SUB-FUND HAS NOT BEEN REGISTERED WITH THE SUPERINTENDENCIA DEL MERCADO DE VALORES (SMV) AND ANY INFORMATION IN CONNECTION WITH THE SUB-FUND IS BEING PLACED BY MEANS OF A PRIVATE OFFER. THE SMV HAS NOT REVIEWED THE INFORMATION PROVIDED TO THE INVESTOR AND IT DOES NOT EXERCISE ANY SUPERVISION OVER THIS SUB-FUND AND THEREFORE, OVER ITS MANAGEMENT. THIS PROSPECTUS IS ONLY FOR THE

EXCLUSIVE USE OF INSTITUTIONAL INVESTORS IN PERU AND IS NOT FOR PUBLIC DISTRIBUTION.

NOTICE TO RESIDENTS OF SINGAPORE

OFFERS MADE UNDER THE INSTITUTIONAL INVESTOR EXEMPTION "THIS PROSPECTUS HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THIS PROSPECTUS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF SHARES MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY SHARES BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR PURSUANT TO SECTION 304 OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (THE "SFA")) OR (II) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA."

NOTICE TO RESIDENTS OF TAIWAN

THE SHARES MAY BE MADE AVAILABLE OUTSIDE TAIWAN FOR PURCHASE OUTSIDE TAIWAN BY TAIWAN RESIDENT INVESTORS, BUT MAY NOT BE OFFERED OR SOLD IN TAIWAN.

**SCHEDULE**

BLACKROCK PRIVATE MARKETS – BLACKROCK PRIVATE EQUITY FUND

(THE "SUB-FUND")

MARCH 2026

THE SUB-FUND QUALIFIES AS A EUROPEAN LONG-TERM INVESTMENT FUND ("ELTIF") WITHIN THE MEANING OF REGULATION (EU) 2015/760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL DATED 29 APRIL 2015, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME (THE "ELTIF REGULATION") AND IS AUTHORISED BY AND SUBJECT TO THE PRUDENTIAL SUPERVISION OF THE LUXEMBOURG SUPERVISORY AUTHORITY OF THE FINANCIAL SECTOR *(COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER*, THE "CSSF"). CONSEQUENTLY, THIS SCHEDULE AND THE GENERAL SECTION OF THE PROSPECTUS HAVE BEEN SUBMITTED TO THE CSSF. THE FUND IS AN UMBRELLA FUND AND MAY CONSIST OF SEVERAL SUB-FUNDS.

U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT, "U.S. PERSONS") WILL NOT BE PERMITTED TO OWN THE SHARES AND TRANSFERS OF SHARES TO U.S. PERSONS ARE PROHIBITED. IF A SHAREHOLDER BECOMES A U.S. PERSON, THAT SHAREHOLDER WILL BE REQUIRED TO REDEEM ITS SHARES. THE TERM "U.S. PERSONS" ALSO INCLUDES, FOR THE PURPOSES OF THIS SCHEDULE, ANY PERSON WHO IS NOT A NON-UNITED STATES PERSON (AS DEFINED IN U.S. COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") REGULATION 4.7(A)(1)(IV) UNDER THE COMMODITY EXCHANGE ACT).

BLACKROCK CAPITAL INVESTMENT ADVISORS, LLC, THE INVESTMENT MANAGER OF THE SUB-FUND, IS NOT REQUIRED TO BE REGISTERED WITH THE CFTC AS A COMMODITY POOL OPERATOR (AS DEFINED BY THE CFTC, A "CPO") AND A COMMODITY TRADING ADVISOR, AS DEFINED BY THE CFTC. THE CFTC REGULATIONS MAY, WHERE APPLICABLE, PROVIDE CERTAIN PROTECTIONS TO INVESTORS BY IMPOSING CERTAIN DISCLOSURE, REPORTING AND RECORD-KEEPING OBLIGATIONS ON CPOS. HOWEVER, THE INVESTMENT MANAGER OR AN AFFILIATE, WITH RESPECT TO THE SUB-FUND, MAY CLAIM AN EXEMPTION FROM REGISTRATION AS A CPO PURSUANT TO CFTC RULE 4.13(A)(3) AND, ACCORDINGLY, IS NOT EXPECTED TO BE SUBJECT TO CERTAIN DISCLOSURE, REPORTING AND RECORDKEEPING REQUIREMENTS WITH RESPECT TO THE FUND (WHICH ARE INTENDED TO PROVIDE CERTAIN REGULATORY SAFEGUARDS TO INVESTORS) THAT WOULD OTHERWISE BE APPLICABLE ABSENT SUCH AN EXEMPTION. FOR EXAMPLE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER OR SUCH AFFILIATE ARE NOT EXPECTED TO BE REQUIRED TO DELIVER TO INVESTORS CERTIFIED ANNUAL REPORTS AND A DISCLOSURE DOCUMENT IN ACCORDANCE WITH THE APPLICABLE CFTC REGULATIONS. SUCH MATERIALS WOULD CONTAIN CERTAIN DISCLOSURES REQUIRED THEREBY THAT MAY NOT BE INCLUDED HEREIN OR IN THE REPORTS TO BE PROVIDED TO THE INVESTORS BY THE FUND. INVESTORS SHOULD NOTE THAT AN EXEMPTION UNDER CFTC RULE 4.13(A)(3) IS AVAILABLE TO OPERATORS OF POOLS (I) WHOSE PARTICIPANTS ARE LIMITED TO "ACCREDITED INVESTORS" AND "QUALIFIED ELIGIBLE PERSONS" AND (II) WHO ENGAGE IN A LIMITED AMOUNT OF COMMODITY INTEREST TRANSACTIONS, AMONG OTHER THINGS. AS A RESULT OF THE LIMITATION ON COMMODITY INTEREST TRANSACTIONS, THE SUB-FUND'S PERFORMANCE MAY BE ADVERSELY AFFECTED. IN ORDER FOR THE INVESTMENT MANAGER TO QUALIFY UNDER THIS EXEMPTION, THE SUB-FUND MUST BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, THE SHARES MUST BE ADVERTISED AND MARKETED TO THE PUBLIC IN THE U.S. SOLELY, IF AT ALL, IN COMPLIANCE WITH RULE 506(C) OR RULE 144A OF THE SECURITIES ACT AND THE SUB-FUND CANNOT BE MARKETED AS OR IN A VEHICLE FOR TRADING IN THE COMMODITY FUTURES OR COMMODITY OPTIONS MARKETS. IN THIS REGARD, EACH PURCHASER OF SHARES MAY BE REQUIRED TO

REPRESENT THAT IT IS A "QUALIFIED ELIGIBLE PERSON". GENERALLY, A "QUALIFIED PURCHASER" IS A "QUALIFIED ELIGIBLE PERSON".

## 1. GENERAL

*How to read this Schedule*

This schedule (the "Schedule") forms part of the prospectus (the "Prospectus") of BlackRock Private Markets (the "Fund"). This Schedule and the general section of the Prospectus (the "General Section", namely the Prospectus other than its schedules), constitute an offering document provided to Investors to describe the key features of, and the key terms of an investment in, BlackRock Private Equity Fund (a sub-fund of the Fund) (the "Sub-Fund").

The General Section describes key features and terms that are applicable to the Fund as a whole. This Schedule outlines the investment objective and strategy, features and terms and conditions specific to the Sub-Fund.

This Schedule should be read together with the terms of the Fund's articles of association (the "Articles") and the terms of the General Section.

Accordingly, to understand in full the terms of an investment in the Sub-Fund and before making any investment decision, Investors should carefully review not only this Schedule but also the General Section and the Articles.

Terms not otherwise defined throughout this Schedule shall have the meaning ascribed to them in the General Section and Section 5 of this Schedule "*Definitions*".

**Investors should take note of the following:**

- An investment in the Sub-Fund offers limited liquidity and should be regarded as long-term in nature. The Sub-Fund has a ninety-nine (99) year life, which may be extended further by up to three (3) years.

- The Sub-Fund is intended to be marketed to certain Retail Investors, as well as to Professional Investors. Further information in respect of the eligibility of Investors to make an investment in the Sub-Fund is set out in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund - Eligible Investors*".

- Unless Exceptional Circumstances apply, Shareholders (other than BLK Seed Investors holding Class Y Shares) will have no right to redeem their Shares before the expiry of the second anniversary of the First Subscription Date.

- No preferential treatment shall be granted to Investors in the same Share class (each, a "Share Class") of the Sub-Fund, to the extent that such Share Class is marketed to Retail Investors, though different terms may attach to different Share Classes in accordance with Section 8.3 of the General Section "*Share Classes*" and, as noted in Section 8.1 of the General Section "*Shares*", the Net Asset Value per Share may differ between Investors in different Share Classes of the Sub-Funds per Section 6 of this Schedule "*Share Classes*".

- During the life of the Sub-Fund, distributions shall be made in accordance with Section 8.4 of the General Section "*Dividend Distribution Policy*" and Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Distributions*".

- Investors are advised that only a small proportion of their overall investment portfolio should be invested in an ELTIF such as the Sub-Fund.

- BlackRock's hedging policy for the Sub-Fund is described in Sections 5.2 and 5.3 of the General Section "*Investment Objectives and Strategies*". Financial derivative instruments may only be used for the purposes of hedging risks inherent to the other investments of the Sub-Fund, as such concept is construed under the ELTIF Regulation, which may increase the risk profile of the Sub-Fund. Further information regarding the hedging policy for the Sub-Fund and the risks associated therewith is set out in Section 6.2 of the General Section "*Investment Considerations and Risk Factors - Management"* and in Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*".

- There are risks involved in investment in private equity investments. Such risks are set out in Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*". These risks are not purported to be exhaustive, and potential Investors should review the General Section and this Schedule in their entirety and consult with their professional advisers, before investing in the Sub-Fund.

Investors will be provided with, or will be provided with access to, an Annual Report and a half-yearly report, which will include information specific to the Sub-Fund. A paper copy of the Annual Report will be delivered to Investors upon request, free of charge.

The AIFM, in its capacity as 'manager of the ELTIF' and 'EU AIFM', as such terms are defined in the ELTIF Regulation, is responsible for the information in this Schedule which is prescribed by the 2013 Law and the ELTIF Regulation. With the exception of such information, the AIFM assumes no responsibility for the other information contained in this Schedule which shall be the responsibility of the Board.

The persons responsible (as set out above) hereby declare that having taken all reasonable care to ensure this is the case, the information contained in this Schedule (in the case of the Board) and the information in this Schedule prescribed by the 2013 Law and the ELTIF Regulation (in the case of the AIFM) is, to the best of their knowledge, in accordance with the facts and contains no omissions likely to affect its import.

No cross-liability may occur between Shares in this Sub-Fund and any shares or classes of shares in other sub-funds of the Fund or any other investment in any other collective investment scheme.

## 2. SUB-FUND FEES AND EXPENSES

**2.1** It is expected that Investors will bear, directly or indirectly, the costs set out in the table below. Unless otherwise stated, these expected costs are expressed as a percentage of the estimated size of the Sub-Fund[1] and assessed on an "all taxes included" basis. The table should be read in conjunction with the more detailed description of the relevant costs described in paragraphs 2.2 and 2.3.

As described in Section 6 of this Schedule "*Share Classes*", the Sub-Fund has established unhedged alternative Share Classes to the EUR Share Classes depicted in the table below in USD, GBP, CHF, AUD, JPY and SEK. Whilst not expressly listed in the below table, the costs associated with the alternative currency unhedged Share Classes are consistent with the equivalent EUR Share Classes depicted below, provided that certain type of expenses relating

[1] "size of the Sub-Fund" means the estimated Net Asset Value of the Sub-Fund. "size of the Share Class" shall be construed accordingly. The estimated size of the Sub-Fund for these purposes assumes the Net Asset Value of the Sub-Fund will be €1 billion. For the avoidance of doubt, the expenses set out in the table below are estimates and are based on the estimated size of the Sub-Fund, size of the Share Class and similar, and therefore the expenses actually borne by Shareholders in the Sub-Fund may be considerably higher than those set out in the table. Please see Section 8 ("*Sub-Fund Specific Risk Factors - Uncertainty of Estimates*") for further information.

to a specific Share Class within a Sub-Fund may be pooled together and allocated by the Board to the relevant Share Class of such Sub-Fund. For example, in addition to the A1 EUR Share Class, the Sub-Fund has also established A1 USD, A1 GBP, A1 CHF, A1 AUD, A1 JPY and A1 SEK (all unhedged) with the same terms as A1 EUR.

| | Class D | Class A1 | Class B1 | Class C1 | Class I1 | Class I2 | Class A2 | Class B2 | Class C2 | Class ZD | Class ZA1 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Currency** | **EUR** | | | | | | | | | | |
| **Minimum Subscription** | 10,000 | 10,000 | 10,000 | 10,000 | 1,000,000 | 25,000,000 | 500,000 | 500,000 | 250,000 | 10,000 | 10,000 |
| **One-off costs** | | | | | | | | | | | |
| Estimated costs of setting up the Fund and the Sub-Fund (a) | 0.15% | | | | | | | | | | |
| Distribution costs[2] (b), including Subscription Fees (as a percentage of each investor's subscription for Shares) | up to 5.00% | up to 5.00% | up to 5.00% | up to 5.00% | N/A | N/A | up to 5.00% | up to 5.00% | up to 5.00% | up to 5.00% | up to 5.00% |
| **Ongoing costs** | | | | | | | | | | | |
| Estimated costs related to the acquisition and management of assets (a) | 0.10% | | | | | | | | | | |
| Management related fees (as a percentage of the size of the Share Class, over a one-year period) (b) | 1.25% | 1.75% | 2.25% | 1.95% | 1.25% | 1.15% | 1.60% | 2.05% | 1.75% | 0.95% | 1.45% |
| Estimated other costs including operational expenses (as a percentage of the estimated size of the Share Class, over a one-year period) (c) | 0.22% | | | | | | | | | | |
| **Incidental costs** | | | | | | | | | | | |
| Performance Fee (b) | 12.50% | | | | | | | | | | |
| **Aggregate Charges** | | | | | | | | | | | |
| Overall cost ratio (d) (estimated average annual costs as a percentage of the estimated size of the Share Class over a one-year period) | 3.20% | 3.65% | 4.05% | 3.80% | 3.20% | 3.10% | 3.50% | 3.90% | 3.65% | 2.95% | 3.35% |

[2] As further described in paragraph 2.2(b), these one-off distribution costs do not include any Other Distributor Fees which Distributors may charge to investors directly. Investors should contact their Distributors for details of any Other Distributor Fees that may be charged.

| | Class ZB1 | Class ZA2 | Class ZB2 | Class ZEIT | Class ZI1 | Class ZI2 | Class EIT | Class X | Class Y |
|---|---|---|---|---|---|---|---|---|---|
| **Currency** | **EUR** | | | | | | | | |
| **Minimum Subscription** | 10,000 | 500,000 | 500,000 | 10,000 | 1,000,000 | 25,000,000 | 10,000 | N/A | N/A |
| **One-off costs** | | | | | | | | | |
| Estimated costs of setting up the Fund and the Sub-Fund (a) | 0.15% | | | | | | | | |
| Distribution costs[3] (b), including Subscription Fees (as a percentage of each investor's subscription for Shares) | up to 5.00% | up to 5.00% | up to 5.00% | up to 3.00% | N/A | N/A | up to 3.00% | N/A | N/A |
| **Ongoing costs** | | | | | | | | | |
| Estimated costs related to the acquisition and management of assets (a) | 0.10% | | | | | | | | |
| Management related fees (as a percentage of the size of the Share Class, over a one-year period) (b) | 1.95% | 1.30% | 1.75% | 2.50% | 0.95% | 0.85% | 2.50% | N/A | N/A |
| Estimated other costs including operational expenses (as a percentage of the estimated size of the Share Class, over a one-year period) (c) | 0.22% | | | | | | | | |
| **Incidental costs** | | | | | | | | | |
| Performance Fee (b) | 12.50% | | | | | | | N/A | N/A |
| **Aggregate Charges** | | | | | | | | | |
| Overall cost ratio (d) (estimated average annual costs as a percentage of the estimated size of the Share Class over a one-year period) | 3.80% | 3.25% | 3.65% | 4.30% | 2.95% | 2.85% | 4.30% | 0.35% | 0.35% |

[3] As further described in paragraph 2.2(b), these one-off distribution costs do not include any Other Distributor Fees which Distributors may charge to investors directly. Investors should contact their Distributors for details of any Other Distributor Fees that may be charged.

## 2.2 One-off costs

### (a) Costs of setting up the Sub-Fund

The establishment and organisational expenses incurred in connection with the setting up of the Sub-Fund, including the Sub-Fund's portion of the Fund's establishment and organisational expenses (as set out in Section 10.3 of the General Section "*Formation Costs and Expenses*"), will be borne by the Sub-Fund, and Investors will bear their allocable share of such expenses. These one-off expenses are expressed, in the table above, as a percentage of the estimated size of the Sub-Fund and may be amortised over the first sixty (60) months of the Sub-Fund's operations, commencing on the six-month anniversary of the First Subscription Date or such other period as the AIFM may determine. Although "one-off" costs that will not continue to arise throughout the life of the Sub-Fund, given such costs may be amortised over the first sixty (60) months of the Sub-Fund's operations, such costs may be disclosed in the Sub-Fund's reporting and elsewhere as ongoing costs of the Sub-Fund.

### (b) Distribution costs

Investors may be required to pay Subscription Fees to their Distributors (each as defined below). Such fees will be payable by Investors directly to their Distributors separate from and in addition to their subscription for Shares. The maximum Subscription Fee rate applicable to an Investor's subscription for Shares of a particular Share Class is expressed, in the table above, as a one-off percentage of the amount of the subscription.

Distributors may also charge Investors Other Distributor Fees (as defined below) in respect of certain advisory, account and/or other ancillary services they may provide. Such fees will be payable by Investors directly to their Distributors separate from and in addition to their subscription for Shares. There is no maximum cap applicable to Other Distributor Fees, which (if any) are to be agreed between Investors and their relevant Distributor. Other Distributor Fees are not expressed in the table above.

Please refer to Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*" and Section 6 of this Schedule "*Share Classes*" for more information about Subscription Fees.

## 2.3 Ongoing costs

### (a) Costs related to acquisition and management of assets

The Sub-Fund (including any subsidiaries or other vehicles, through which it makes investments) will be responsible for, and Investors will bear their allocable share of, all expenses incurred by the Sub-Fund in connection with the Sub-Fund's business, affairs and operations, including identifying, structuring, managing, evaluating, trading, conducting due diligence on, investing in, acquiring, holding, disposing of (including the transfer or sale of), any Investment or prospective investment (whether or not consummated), including "broken-deal expenses", legal, accounting, advisory fees, fees of finders or sourcing partners, and travel and accommodation expenses.

These costs are expressed, in the table above, as a one-off percentage of the estimated size of the Sub-Fund. Initial costs related to acquisition of the Private Equity Investments may be amortised over the first sixty (60) months of the Sub-Fund's operations, commencing on the six-month anniversary of the First Subscription Date or such other period as the AIFM may determine.

For further information, see Section 10.6(1) of the General Section "*Fund Expenses*".

(b) **Management and performance related fees**

The management fees comprise all payments from the Sub-Fund to the AIFM, including any person to whom this function has been delegated, except the fees that are related to the acquisition of assets. Shareholders may also bear a performance fee payable by the Sub-Fund to the Investment Manager.

The management-related fees and performance fees borne by Investors in the Sub-Fund vary between Share Classes. Please refer to Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee"* and *"Performance Fee*" and Section 6 of this Schedule "*Share Classes*" for further information.

(c) **Other costs, including operational expenses**

These costs comprise all the expected payments to the Administrator, the Depositary, the Auditors, including any person to whom they have delegated any function, and all other administrative, regulatory, depositary, custodial, professional services and audit costs in relation to the Sub-Fund that will be borne by the Sub-Fund.

The Administrator will be entitled to receive, out of the assets of the Sub-Fund, an annual fee which shall accrue monthly at a rate which shall not exceed an amount equal to 0.1% of the estimated size of the Sub-Fund, subject to a minimum fee agreed between the Investment Manager and the Administrator in respect of the Sub-Fund.

The Depositary will be entitled to receive, out of the assets of the Sub-Fund, an annual fee which shall accrue monthly at a rate which shall not exceed an amount equal to 0.03% of the estimated size of the Sub-Fund, subject to a minimum fee agreed between the Investment Manager and the Depositary in respect of the Sub-Fund.

The costs set out in this sub-paragraph 2.3(c) also comprise all payments to any person providing outsourced services to any of the above, and all the expected payments to legal and professional advisers, audit fees, registration fees and regulatory fees.

The costs set out in this sub-paragraph 2.3(c) also include other fees, costs and expenses to be borne by the Sub-Fund (as described in Section 10 of the General Section ("*Fees and Expenses"*)) that are not otherwise included in 2.3(a) to (b) (inclusive) above. These will include (for the avoidance of doubt and without limitation) fees, costs and expenses relating to the negotiation and documentation of distribution agreements and ongoing fees, costs and expenses payable by the Sub-Fund in respect of the Sub-Fund's underlying investments (such as management fees).

The costs set out in this sub-paragraph 2.3(c) are expressed, in the table above, as an annual percentage of the estimated size of each Share Class.

(d) **Overall ratio**

The overall cost ratio of the Sub-Fund is expressed in the table above, for each Share Class, as an estimate of the annual aggregate costs of the Sub-Fund to be borne by each Share Class (being the aggregate of the total costs described in 2.2 and 2.3(a) to (c) above) as a percentage of the estimated size of the Share Class over a one-year period.

Investors should note that this ratio does not include any Other Distributor Fees that may be payable by an Investor separate from and in addition to its subscription to the

Sub-Fund (see 2.2(b) above and Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*" for further details of these fees).

## 3. COMPLAINTS AND LOCAL FACILITIES

**3.1** Complaints by an Investor in connection with its investment in the Sub-Fund should be addressed to such Investor's Distributor or financial adviser, with a copy to the Administrator.

If an Investor does not have a Distributor or financial adviser, the complaint should be addressed in writing to BlackRock using the following contact details:

BlackRock (Luxembourg) S.A.
35a, Avenue J.F. Kennedy
L-1855 Luxembourg
Email: GroupLuxembourgCompliance@blackrock.com

Investors may also, in certain circumstances, have a right to complain to the legal department *"Consumer protection/financial crime"* of the CSSF:

- by filling in the online complaint form available on the CSSF website where all relevant documents can be attached; or
- by sending the completed complaint form which can be downloaded from the CSSF website:
    - either by **mail** (simple mailing, no registered letter required) to the following address:

      Commission de Surveillance du Secteur Financier
      Département Juridique CC
      283, route d'Arlon
      L-2991 Luxembourg

    - or by **email** to the following address: reclamation@cssf.lu

**3.2** The facilities which are required to be made available to Retail Investors in accordance with Article 43a of the AIFMD will be provided, to the extent applicable, by Retail Investors' Distributors or financial advisers (as the case may be). Such facilities will be made available in the official language or one of the official languages of the EU Member State where the Sub-Fund is marketed to Retail investors or in a language approved by the competent authorities of that EU Member State. In certain jurisdictions in which the Sub-Fund may be marketed, local regulations may specify the facilities, including local agents, that are required.

## 4. SUMMARY OF PRINCIPAL TERMS AND CONDITIONS OF THE SUB-FUND

*This Section sets out a description of the Sub-Fund, its management and certain significant terms and conditions governing the Sub-Fund. This Section does not purport to be complete and is to be read in conjunction with the Articles, the other sections of this Schedule, the General Section and the Subscription Form. These documents should be read in their entirety by Investors and are available upon request from the Investment Manager, representatives of which are also available to respond to Investors' inquiries and requests for further information concerning the Sub-Fund.*

| | |
|---|---|
| **The Sub-Fund** | BlackRock Private Equity Fund (the "Sub-Fund"), a sub-fund of BlackRock Private Markets, a public limited company (*société anonyme*) in the form of a company of variable capital *(société d'investissement à capital variable)* subject to part II of the Luxembourg law of 17 December 2010 relating to undertakings for collective investments, as amended or supplemented from time to time (the "Fund"). The Sub-Fund is launched on 21 October 2024.<br><br>The Sub-Fund qualifies as an ELTIF within the meaning of the ELTIF Regulation. |
| **Management of the Sub-Fund** | The Board has appointed BlackRock (Luxembourg) S.A., an Affiliate of BlackRock, as the alternative investment fund manager of the Fund (including any successor thereto, the "AIFM"). The AIFM also serves as the manager of the Sub-Fund for the purposes of the ELTIF Regulation. The AIFM is authorised and regulated by the CSSF.<br><br>The AIFM has delegated certain day-to-day portfolio management duties in relation to the Sub-Fund to BlackRock Capital Investment Advisors, LLC (the "Investment Manager") pursuant to the Investment Management Agreement.<br><br>The Investment Manager is a Delaware limited liability company and is an indirect wholly-owned subsidiary of BlackRock. The Investment Manager is registered with the U.S. Securities and Exchange Commission.<br><br>Pursuant to the Investment Management Agreement, the Investment Manager has full discretion, subject to the direction and control of the AIFM, to invest the assets of the Sub-Fund in pursuit of the investment objective and in accordance with the investment strategy of the Sub-Fund and subject to the investment limitations described in the Prospectus.<br><br>The Investment Manager may sub-delegate all or part of its functions subject to the consent of the AIFM and, to the extent required, the CSSF. The Investment Manager may appoint one or more advisors to carry out certain advisory functions in connection with the Sub-Fund. Any such sub-delegates and advisors shall be at all times subject to the overall direction and control of the Investment Manager.<br><br>The services of the Investment Manager may be terminated by the AIFM in accordance with the terms of the Investment Management Agreement. |
| **Investment Objective** | The Sub-Fund aims to provide a return on a Shareholder's investment, over the long term, by investing in a diversified, |

global portfolio that comprises direct and indirect illiquid long-term Private Equity Investments and Liquid Investments (each as defined below).

Although the Sub-Fund aims to achieve its investment objective, there is no guarantee that this will be achieved. The Sub-Fund's capital is at risk, meaning that the Sub-Fund could suffer a decrease in value and a Shareholder's full subscription amount may be lost as a result.

**Investment Strategy**

The Sub-Fund will primarily invest, directly and indirectly, in a diversified portfolio of long-term private equity investments ("Private Equity Investments"). The Sub-Fund will also invest in a portfolio of Liquid Investments (as defined below) for the purposes of financing Redemption Requests, meeting costs and expenses and general liquidity management.

Private Equity Investments may be made in a variety of ways, including by investing in (i) equity and equity-like interests in subsidiary holding companies, partnerships and other co-investment vehicles; and (ii) corporate finance instruments in the form of shareholder loans or other shareholder financing. The Sub-Fund will not seek control positions with respect to its Private Equity Investments. Instead, the Sub-Fund intends to make investments on a co-investment basis ("Direct Co-Investments") alongside financial, strategic or other third-party private equity sponsors who sponsor and facilitate co-investments ("PE Sponsors"). Such PE Sponsors will generally either be well known to the Investment Manager, or other funds managed by the Investment Manager will have co-invested alongside them. The Sub-Fund's Direct Co-Investments may be made on a primary or secondary basis. In addition, the Sub-Fund may also make Private Equity Investments by investing in secondary participations in underlying private equity focused investment funds ("Underlying Funds").

Other investment techniques, in addition to those described above, may also be developed or determined to be suitable for use by the Sub-Fund, and the Investment Manager may (subject to applicable law) employ such techniques in accordance with the Sub-Fund's investment objective.

Subject to the investment guidelines below and the ELTIF Regulation, the Sub-Fund may obtain exposure, directly and indirectly, to the full spectrum of private equity asset classes and strategies globally, including, without limitation: buyouts; recapitalisations; restructurings; growth equity; venture capital; privately-placed debt and equity securities; structured equity, distressed equity and debt securities; loans and mezzanine financing. The Investment Manager will seek to construct the Sub-Fund's portfolio of Private Equity Investments flexibly by selecting Private Equity Investments with economic returns and risk profiles that are aligned with the Sub-Fund's investment objective. Notwithstanding the foregoing, the Sub-Fund will not invest in debt or other securities in which the Sub-Fund does not hold (directly or indirectly) an equity interest.

The Sub-Fund's liquid investments may include investments in liquid investment funds (including, without limitation, funds investing in fixed income securities and funds investing in

liquid alternatives) (the "Liquid Funds"), cash and cash-equivalents, liquid securities, collateralised loan obligations, over-the-counter transactions, equities, equity-related investments, fixed income securities, fixed income-related investments, deposits, and money market instruments (the "Liquid Securities" and, together with the Liquid Funds, the "Liquid Investments" and, together with the Private Equity Investments, "Investments").

Subject to the investment restrictions below, there is no limit on the geographic region or economic sector in which the Sub-Fund's Investments can be located.

The Sub-Fund is expected to make certain of its Investments alongside other Client Accounts. Investments of the Sub-Fund may be held indirectly via BlackRock-managed intermediary vehicles.

The Sub-Fund may, on an ancillary basis, use derivatives for hedging foreign exchange, equity and interest rate risks. These may include, without limitation, futures, forwards, options, and swaps, as well as any suitable new techniques and instruments which may be developed. Investments may be denominated in Euros, U.S. Dollars or various other currencies.

**Investment Guidelines and Restrictions**

1. *Target Allocations between Private Equity Investments and Liquid Investments*

Although no binding range or limits apply, the Sub-Fund will target investment of approximately 80% of its Net Asset Value in Private Equity Investments and 20% of its Net Asset Value in Liquid Investments.

The Private Equity Investment and Liquid Investment portfolios will be reviewed regularly and may, in the Investment Manager's sole discretion, be subject to adjustments to align with the above target allocations, including, without limitation, because of changes in the valuation of the Sub-Fund's investments, the realisation of investments, subscription activity, regulatory compliance reasons and the financing of Redemption Requests. The above target allocations themselves will also be subject to periodic review and may be updated accordingly. Notwithstanding the above target allocations, a substantial proportion of the Sub-Fund's portfolio may be held in Liquid Investments on a temporary basis, at times when no suitable Private Equity Investments have been identified and/or to manage the Sub-Fund's liquidity.

2. *Private Equity Investment Guidelines*

Following the end of the Portfolio Ramp-Up Period:

(a) up to 100% of the Sub-Fund's Private Equity Investments may be made in Direct Co-Investments and up to 40% of the Sub-Fund's Private Equity Investments may be made in secondary participations in Underlying Funds on an opportunistic basis; and

(b) in respect of the Sub-Fund's Direct Co-Investments, it is intended that, following the Sub-Fund making any such Direct Co-Investment:

- up to 70% of the Net Asset Value of the Sub-Fund's Direct Co-Investments (the "Direct Co-Investments NAV") will be invested directly or indirectly in portfolio companies whose principal business operations are located in North America;
- up to 70% of the Direct Co-Investments NAV will be directly or indirectly invested in portfolio companies whose principal business operations are located in Europe; and
- up to 25% of the Direct Co-Investments NAV will be invested in portfolio companies whose principal business operations are located in any region of the world other than North America and Europe.

The foregoing investment guidelines are non-binding targets only, and there can be no assurance that such targets will be achieved or maintained. The reference to such targets does not imply that the Sub-Fund will achieve or maintain ranges similar to the specified targets, and neither the AIFM nor the Investment Manager will be liable for any failure of the Sub-Fund to achieve or maintain such targets. The Sub-Fund's investments may be below or in excess of such targets at any point. The Private Equity Investments portfolio will be regularly reviewed and may, in the Investment Manager's sole discretion, be subject to adjustments to align with the above targets, including, without limitation, because of changes in the valuation of the Sub-Fund's investments, the realisation of investments, subscription activity, regulatory compliance reasons and the financing of Redemption Requests. The above targets will themselves also be subject to periodic review and may be updated accordingly.

The determination of which category each Investment is ascribed to will be made by the Investment Manager in its absolute discretion at the time an Investment is made. The Investment Manager may also reassign such categorisation in its absolute discretion and at any time.

3. *Investment restrictions prescribed by the ELTIF Regulation*

The AIFM and/or the Investment Manager shall procure that:

(a) the Sub-Fund shall only invest in (i) Eligible Investment Assets and (ii) UCITS Eligible Assets;

(b) the Sub-Fund shall not undertake any of the following activities:

(i) short selling of assets;

(ii) taking direct or indirect exposure to commodities, including via financial derivative instruments, certificates representing them, indices based on them or any other means or instrument that would give an exposure to them;

(iii) entering into securities lending, securities borrowing, repurchase transactions, or any other agreement which has an equivalent economic effect and poses similar risks, if thereby more than 10% of the assets of the Sub-Fund are affected by such transactions;

(iv) using financial derivative instruments, except where the use of such instruments solely serves the purpose of hedging the risks inherent to other investments of the Sub-Fund;

(c) at least 55% of the Sub-Fund's capital[4] shall be invested in Eligible Investment Assets;

(d) no more than 20% of the Sub-Fund's capital shall be invested in instruments issued by, or loans granted to, any single Qualifying Portfolio Undertaking;

(e) no more than 20% of the Sub-Fund's capital shall be invested in any single Real Asset;

(f) no more than 20% of the Sub-Fund's capital shall be invested in units or shares of any single ELTIF, EuVECAs, EuSEFs, undertaking for collective investment in transferable securities (UCITS) or EU AIF managed by an EU alternative investment fund manager;

(g) no more than 10% of the Sub-Fund's capital shall be invested in UCITS Eligible Assets referred to in Article 9(1)(b) of the ELTIF Regulation, other than UCITS, where those assets have been issued by any single issuer (and the concentration limits set out in Article 56(2) of the UCITS Directive shall also apply to investments in such assets by the Sub-Fund); and

(h) the aggregate risk exposure to any single counterparty of the Sub-Fund in relation to over-the-counter (OTC) derivative transactions, repurchase agreements or reverse repurchase agreements, shall not exceed 10% of the value of the capital of the ELTIF.

The investment limits in (c), (d), (e), (f), (g) and (h) above shall, in each case in accordance with the ELTIF Regulation: (i) apply as from the end of the Portfolio Ramp-Up Period until the commencement of the winding-up of the Sub-Fund; and (ii) be temporarily suspended, for a period not exceeding twelve (12) months, where the Sub-Fund raises additional capital or reduces its existing capital.

The 10% limit in (g) above may be increased to 25% where bonds are issued by a credit institution that has its registered office in a Member State and that is subject by law to special public supervision designed to protect bond-holders (in particular, sums deriving from the issue of those bonds shall be invested in accordance with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in the event of failure of the issuer, would be used on a priority

[4] For the purposes of this paragraph 3 (*Investment restrictions prescribed by the ELTIF Regulation*), 'capital' means the subscriptions of Investors for Shares in the Sub-Fund, calculated on the basis of amounts investible after deduction of all fees, charges and expenses that are directly or indirectly borne by investors.

basis for the reimbursement of the principal and payment of the accrued interest).

Companies which are included in the same group for the purposes of consolidated accounts, as regulated by Directive 2013/34/EU on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, as amended, or in accordance with recognised international accounting rules, shall be regarded as a single Qualifying Portfolio Undertaking or a single body for the purpose of calculating the limits referred to in this paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*).

In the event that the Sub-Fund infringes on any of the investment restrictions set out above in this paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*) and that infringement is beyond the control of the AIFM or the Investment Manager, they shall, within an appropriate period of time, take such measures as are necessary to rectify the position, taking due account of the best interests of the Shareholders.

The AIFM and undertakings that belong to the same group as the AIFM, and their staff, may co-invest in the Sub-Fund and co-invest with the Sub-Fund in the same asset, provided that the AIFM has put in place organisational and administrative arrangements designed to identify, prevent, manage and monitor conflicts of interest and provided that such conflicts of interest are adequately disclosed.

4. *ESG Investment Guidelines*

The Sub-Fund will be classified as Article 8 under SFDR.

The Sub-Fund will not invest in any Investments where, at the time the investment is made by the Sub-Fund in such Investment, the Investment Manager is aware, to its actual knowledge (having undertaken customary due diligence), that such Investment is in an entity:

(a) that derives any revenue from the manufacture or distribution of weapons in violation of one or more of: (i) The Convention on the Use of Certain Conventional Weapons, (ii) The Chemical Weapons Convention, (iii) The Biological Weapons Convention, (iv) The Convention on Cluster Munitions (the Oslo Convention), (v) The Anti-Personnel Landmines Convention (the Ottawa Convention) and (vi) The Nuclear Non-Proliferation Treaty;

(b) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from the extraction and sale of coal (including, for the avoidance of doubt, ignite, bituminous, anthracite and steam coal), as well as production and power generation from thermal coal;

(c) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from (i) tar sands extraction, or (ii) peat-fired power generation;

(d) that is involved in the manufacturing of controversial weapons, cluster bombs, landmines, depleted uranium weapons, chemical and biological weapons, blinding laser weapons, incendiary weapons and/or non-detectable fragment weapons;

(e) that derives more than 10% of its most recently completed fiscal years' annual sales revenue from the production, distribution or sale of weapons or ammunition (including, for the avoidance of doubt, "civilian" weapons or ammunition) or from the production, distribution or sale of military hardware;

(f) that is a manufacturer or a provider of components or auxiliary services related to nuclear warheads and missiles, or an assembler of delivery platforms for nuclear weapons; (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

(g) that is principally involved in the manufacturing of conventional weapons and weapons components for military use; (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

(h) that derives more than 5% of its most recently completed fiscal years' annual sales revenue from production, distribution, retail and supply of tobacco-related products, tobacco leaf growing, harvesting, curing, leaf processing, end-product manufacturing;

(i) that derives any sales revenue from the production of pornography; or

(j) that, to the Investment Manager's actual knowledge obtained in the ordinary course of Investment Manager's due diligence process (in reliance on responses provided by any investment or sponsor of an investment through any due diligence questionnaire) relating to a Direct Co-Investment or follow-on investment to such Direct Co-Investment conducted prior to the Sub-Fund acquiring such Direct Co-

Investment or follow-on investment to such Direct Co-Investment, has violated the UN Global Compact's 10 Principles for Business.

Regarding the above investment guidelines, (i) with respect to Direct Co-Investments, eligibility for an investment is determined through the completion of a proprietary Direct Co-Investment ESG scorecard; (ii) with respect to secondary participations in Underlying Funds, eligibility for an investment is determined through the completion of a proprietary secondary ESG scorecard with a look-through materiality threshold of 15% of Net Asset Value for the baseline screen test; (iii) with respect to Liquid Funds, eligibility for an investment is determined based on each relevant Liquid Fund being classified as Article 8 under SFDR by the relevant fund manager and/or adviser; and (iv) with respect to Liquid Securities, eligibility for an investment is determined with respect to the screening criteria (a) to (j) above being applied solely at level of the underlying security (and not at the level of the parent/issuer). For the avoidance of doubt, Liquid Investments may still retain an indirect exposure to assets that may violate the screening criteria (a) to (j) above, including through the use of derivatives.

In addition, when considering potential investments, the Investment Manager may apply additional and/or more stringent ESG screening criteria such as those required by Bundesverband Investment und Asset Management. The Investment Manager does not anticipate that such additional and/or more stringent ESG screening criteria will constitute a material change to the Investment Strategy of the Sub-Fund. To the extent this were to be the case, the Investment Manager will follow the procedure set out in "*Amendments*" below.

5. *Additional Regulatory Investment Guideline*

In accordance with Circular IML 91/75 (as amended), the Sub-Fund may not at any one time hold more than 20% of its Net Asset Value in any single Investment, as measured at the time of investment. This guideline will be assessed on a look-through basis and no remedial action will be required if such guideline is exceeded for any reason other than the acquisition of a new Investment (including the exercise of rights attached to an Investment). This diversification requirement will not apply during the Portfolio Ramp-up Period or the liquidation/realisation period of the Sub-Fund. It will also not apply in respect of any investment vehicles which provide access to a pool of assets.

To the extent that there is any conflict between paragraph 3 (*Investment Restrictions prescribed by the ELTIF Regulation*), on the one hand, and any of paragraphs 1 (*Target Allocations between Private Equity Investments and Liquid Investments*), 2 (*Private Equity Investment Guidelines*), 4 (*ESG Investment Guidelines*) and/or 5 (*Additional Regulatory Investment Guideline*), on the other hand, the investment restrictions set out in paragraph 3

(*Investment Restrictions prescribed by the ELTIF Regulation*) shall prevail.

**Currency of the Sub-Fund**

The Sub-Fund will be denominated in Euro.[5]

**BlackRock Subscriptions, Seed Portfolio and Warehousing**

BlackRock, certain BlackRock Affiliates and/or any of their respective directors, officers, employees or other personnel (the "BLK Investors") may subscribe for Shares in the Sub-Fund from time to time. It is expected that such BlackRock Investors will subscribe for and hold Class X Shares. Class X Shares are also available to (i) Investors who have entered into a separate agreement with the Investment Manager or any other BlackRock Affiliate and such agreement relates (wholly or partially) to their subscription for Class X Shares, and (ii) funds (of any other legal form) or accounts (in each case) managed or advised by the Investment Manager or any other BlackRock Affiliate (collectively, and including the BLK Investors, the "Class X Investors"). The Board shall otherwise have the discretion to determine additional eligible Investors to subscribe for Class X Shares from time to time and to be considered as Class X Investors.

In addition, BlackRock and/or certain of BlackRock's Affiliates (the "BLK Seed Investors") may subscribe for Class Y Shares and such capital may be utilised by the Sub-Fund to acquire a seed portfolio of Private Equity Investments (the "Seed Portfolio").

The Class Y Shares may not be redeemed by the BLK Seed Investors before the Board has determined that the Sub-Fund has reached sufficient capital considering the investment strategy of the Sub-Fund (the "Class Y Minimum Holding Period"). Where the Board has made such determination that the Sub-Fund has reached such sufficient capital, the Class Y Shares will no longer be subject to the Class Y Minimum Holding Period and may be redeemed in accordance with the process set out in "*Redemption of Shares*" below, provided that any limitations or restrictions on the redemption of Shares set out in "*Redemption of Shares*" or "*Minimum Holding Period and Limits on Redemptions*" below or in any other section of the Prospectus, including but not limited to the Minimum Holding Period and the Redemption Limits, shall not apply to the redemption of Class Y Shares.

In addition, in order to allow the Sub-Fund to acquire the Seed Portfolio, the Sub-Fund or its subsidiaries may enter into one or more credit facilities, borrowings and/or other financing arrangements (in each case, a "Seed Facility") with BlackRock and/or any of BlackRock's Affiliates as lender (in such capacity, the "Seed Lender"). The Seed Facility may be utilised to acquire the Seed Portfolio prior to, on and/or following the First Subscription Date and may be drawdown across multiple transactions. The interest payable to the Seed Lender by the Fund will be on an arm's-length basis, and will be payable on amounts drawn down

[5] For the avoidance of doubt, the Share Classes will be denominated in various different currencies, as further specified in Section 6 of this Schedule "*Share Classes*".

under the Seed Facility. The Sub-Fund will repay any Seed Facility using subscriptions made to the Sub-Fund on or after the First Subscription Date.

Further, BlackRock or its Affiliates may, or BlackRock may engage a third-party service provider to, operate a warehousing arrangement to make one or more investments on an interim basis with the intention that such investments will be transferred to the Sub-Fund (each, a "Warehoused Investment"). The Sub-Fund will purchase Warehoused Investments from BlackRock, its Affiliate or the relevant third party (as applicable) on or following the First Subscription Date. The purchase price for a Warehoused Investment is expected to be an amount equal to the cost to BlackRock, its Affiliate or the relevant third party (as applicable) with respect to such Warehoused Investment, including any expenses attributable thereto (including the costs of any leverage arrangements to acquire a Warehoused Investment); provided, however, that BlackRock may determine another methodology for pricing such transactions, including fair value, at the time of transfer and having regard to BlackRock's policies and procedures. An additional warehousing fee, interest rate or other carrying charge may be payable by the Sub-Fund with respect to any Warehoused Investment.

The Investment Manager may in its sole discretion, and without limitation, appoint the Board or one or more other persons (or committee of persons) who are not affiliated with BlackRock (any such person, committee or the Board, an "Independent Person") to review and approve or disapprove, at the request of the Investment Manager and on behalf of the Shareholders, certain matters in connection with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" (including any proposed transfer valuation) that require consent under the Advisers Act or other applicable law, and to review and approve or disapprove any other matters presented to them, including potential conflicts of interest. Any such approval will be binding upon the Sub-Fund and all the Shareholders.

By subscribing for Shares in the Sub-Fund, each Shareholder consents to (A) BlackRock transferring any Warehoused Investments to the Sub-Fund, (B) the Sub-Fund redeeming Class Y Shares at such time as BlackRock may determine in accordance with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" and (C) the appointment of an Independent Person to review and approve or disapprove, on behalf of all Shareholders, any matters in connection with this Section 4 "*BlackRock Subscriptions, Seed Portfolio and Warehousing*", including, without limitation, any conflicts of interests, valuations or any matters requiring approval under applicable laws, including the Advisers Act.

**Share Classes**

The Fund is offering Shares in the Sub-Fund to certain investors that are Eligible Investors. See "*Eligible Investors*" below.

The Fund is initially offering the Share Classes set out in Section 6 of this Schedule "*Share Classes*".

Additional Share Classes may be established in the Sub-Fund with such rights and characteristics which may differ from any rights and characteristics attached to any existing Share Classes, as the Board may determine in its discretion without notice to, or the consent of, any Investor. In addition, the Board may apply for certain Share Classes of the Sub-Fund to listing and/or admission to trading on the Luxembourg Stock Exchange and/or another stock exchange.

Unless otherwise waived by the Board, with respect to each Share Class, each Investor must subscribe for a minimum amount of capital as set forth in Section 6 of this Schedule "*Share Classes*".

The relevant Share Class will determine the Applicable Management Fee Rate and Performance Fee rate applicable to an Investor. In the event that Shares are transferred or sold in accordance with the Prospectus, such Shares will retain the relevant Applicable Management Fee Rate and Performance Fee rate applicable to such Shares upon such transfer or sale.

For detailed information regarding the characteristics and terms of each Share Class, and the estimated expenses relating to each Share Class, please refer to Section 2 "*Sub-Fund Fees and Expenses*" and Section 6 "*Share Classes*" of this Schedule.

**Subscriptions**

A prospective Shareholder, or an existing Shareholder seeking to purchase additional Shares, on or after each Initial Issuance Date, may subscribe for Shares in the Sub-Fund in accordance with the procedure set out below. With respect to the issuance that will take place on each Initial Issuance Date, the Board will issue new Shares of the relevant Share Class subscribed for, at a purchase price per Share of €100 (or, in the case of a Share Class denominated in another currency, the nominal amount of 100 in that currency) or as otherwise determined by the Board. Upon each issuance after the relevant Initial Issuance Date, the Board will issue new Shares of the relevant Share Class subscribed for, at a purchase price per Share calculated based on the Sub-Fund's Net Asset Value as at the relevant Monthly Dealing Day, which shall be finalised and published up to eighteen (18) Business Days after the Monthly Dealing Day (or such later date as the Board may determine) (the "NAV Publication Date"). The relevant Shareholder will therefore only receive confirmation of the relevant subscription following the finalisation and publication of the Sub-Fund's Net Asset Value (as further described below). Investors should also note the other information regarding the Shares issued by the Fund set out in Section 8 of the General Section "*Shares*".

Investors may subscribe for Shares indirectly through a financial intermediary, other type of intermediary or feeder fund arrangement or directly. Investors seeking to subscribe indirectly via a financial intermediary, other type of intermediary or feeder fund arrangement will be able to receive further information on the procedure applicable to

their specific investment from the Distributor with which they deal. Investors may be required to complete a Subscription Form. Receipt by the Board, its duly authorised delegates or a Distributor (as the case may be) of a properly completed Subscription Form constitutes an agreement by the prospective Shareholder to be bound by the terms of such Subscription Form, the Articles and the Prospectus.

Each request to subscribe for Shares (together with any required additional accompanying documentation) (a "Subscription Request") must be received by the Administrator no later than 5:00 p.m. Central European Time on the day falling ten (10) Business Days prior to the relevant Monthly Dealing Day (or such other date as may be notified to the Investor by the Board or its duly authorised delegates in relation to each Initial Issuance Date, a "Cut-Off Time") and will only be accepted by the Board or its duly authorised delegates if the Cooling-Off Period – if applicable – has expired by this Cut-Off Time. Subscription Requests may be made via a telecommunications system or network (including SWIFT) or fax, or by such other method as may be agreed with relevant Investors and/or Distributors. All documentation relevant to the subscription process shall be completed and returned in electronic format or such other format as requested by the Board or the Administrator. Subject to the Cooling-Off Period (if applicable), once a Subscription Request is made by an Investor, such Subscription Request and the payment required to be made to the Sub-Fund in respect thereof, shall be binding and irrevocable. Subject to the applicable law, the Board or its duly authorised delegates may, in their sole discretion, allow an Investor to amend its Subscription Request or accept a delayed Subscription Request. There is no cap on the number of Shares that may be subscribed for by any single Investor or, for the avoidance of doubt, the number of Subscription Requests that may be made by a single Investor with respect to separate Monthly Dealing Days. Notwithstanding the foregoing, the Board or its duly authorised delegates reserve the right to reject any subscription in whole or in part, or to allocate subscriptions in such a manner as it deems appropriate.

A contract note in respect of a valid Subscription Request, setting out the number of Shares that will be issued to the relevant Shareholder and certain other information, will be sent to the applicable Shareholder by close of business within one (1) Business Day after the NAV Publication Date (or such other date as may be notified to a prospective Shareholder by the Board or its duly authorised delegates in relation to subscriptions made in respect of each Initial Issuance Date).

A prospective Shareholder must ensure that the Sub-Fund receives payment for the subscription of Shares by close of business on the day falling three (3) Business Days after the NAV Publication Date (or such date with respect to each Initial Issuance Date as may be notified to a prospective

Shareholder by the Board or its duly authorised delegates in relation to subscriptions made in respect of such Initial Issuance Date). Payment for the subscription of Shares can be by electronic payment by prior arrangement with the Board or its duly authorised delegates. It is expected that the amount of Shares issued to a relevant Shareholder will be determined on the NAV Publication Date with respect to relevant Monthly Dealing Day (or in relation to subscriptions made in respect of each Initial Issuance Date, such Initial Issuance Date). Although those Investors that have their Subscription Requests accepted with respect to any Monthly Dealing Day will be treated as having held their Shares from the first day of the relevant month following the Monthly Dealing Day, the Sub-Fund will not have access to the relevant subscription payments from such Investors until at least eighteen (18) Business Days after the relevant Monthly Dealing Day and the Sub-Fund will only be in a position to invest such amounts after the receipt of thereof. No certificates are issued for Shares in the Sub-Fund. No interest will be paid to prospective Shareholders during any period in which subscription monies are required to be held by the Fund.

If timely settlement is not made, the Board or its duly authorised delegates may, in its sole discretion: (i) cancel the relevant subscription of Shares; (ii) charge the applicant an administration charge to cover any resultant costs (such as overdraft charges) and losses incurred by the Sub-Fund, the AIFM, the Investment Manager and/or any of their respective Affiliates; and/or (iii) take other action deemed reasonable by the Board or its duly authorised delegates in order to recover any monies due.

Any Subscription Request for a specific Monthly Dealing Day not accepted in full will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Monthly Dealing Day(s). The relevant existing or prospective Shareholder will need to submit a new Subscription Request if they so wish at the subsequent Monthly Dealing Day in relation to the portion of the intended subscription which was not accepted under the original Subscription Request.

If an Investor purchases Shares in a Share Class in which that Investor does not meet the eligibility criteria, the Board shall redeem its' holding without the consent of the relevant Investor. In such a scenario, the Board is not obliged to give the Investor prior notice of its actions. Instead of a compulsory redemption, the Board may also decide, upon prior consultation with, and the approval of, the Shareholder who does not meet the investment criteria, to switch the Shareholder into a more appropriate Share Class in the Sub-Fund; provided that, for the avoidance of doubt, the Board is under no obligation to move any such Shareholder. The Board, its duly authorised delegates, the Depositary and/or the Administrator may request additional documentation from the relevant Investor in order to process

any such switch. Switches between Share Classes will be implemented on a Net Asset Value-for-Net Asset Value basis by redeeming existing Shares and issuing new Shares at a price per Share calculated based on the Sub-Fund's Net Asset Value as at the relevant Monthly Dealing Day, which shall be finalised and published on the NAV Publication Date. The relevant Shareholder will therefore only receive confirmation of the switch following the finalisation and publication of the Sub-Fund's Net Asset Value. However, the switch will be deemed to have occurred as at the relevant Monthly Dealing Day and accordingly will be treated as part of the same Class of Shares issued at that Monthly Dealing Day for the purposes of the Investor Minimum Holding Period (see below "*Minimum Holding Period and Limits on Redemptions*"). It is not expected that switches will be permitted between Share Classes of differing currencies. Switches will not, for the avoidance of doubt, be subject to the redemption limits set out below under "*Minimum Holding Period and Limits on Redemptions*".

The ability to subscribe for Shares in a Share Class will be suspended during any such period when the calculation and publication of the Net Asset Value of such Share Class is suspended in accordance with Section 9 of the General Section "*Valuations and Net Asset Value Calculation – Temporary suspension of the Net Asset Value calculation"*. In addition, the Board or its duly authorised delegates may, at any time and in its sole discretion, temporarily or otherwise, not accept subscriptions to the Sub-Fund for any reason, including, *inter alia*, the following considerations:

(a) the availability of suitable investment opportunities;

(b) the amount of uninvested capital available to the Sub-Fund;

(c) the rate at which the Sub-Fund is expected to deploy uninvested capital; and

(d) the best interests of the Sub-Fund and the Shareholders.

The Board has not placed a limit on the maximum size of the Sub-Fund.

Each Investor appoints the Board or its duly authorised delegates as its attorney-in-fact to execute any documents required in connection with its subscription.

Notwithstanding anything to the contrary in this Section, the Sub-Fund will not allocate to investments any subscription which is still subject to a Cooling-Off Period until such Cooling-Off Period has ended.

**Eligible Investors**

Shares in the Sub-Fund may be offered to Investors in the EEA and in certain jurisdictions outside the EEA, provided that U.S. Persons will not be permitted to own Shares. Shares in the Sub-Fund will only be offered to Eligible Investors who are:

(i) with respect to EEA Investors (a) Professional Investors, or (b) Retail Investors that are eligible for marketing of the

Shares under the ELTIF Regulation and subject to the conditions set out therein, or otherwise eligible for marketing of the Shares in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled); and

(ii) with respect to Investors not resident or domiciled in the EEA, Investors to whom Shares may be lawfully marketed in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled).

Without prejudice to the above, the Shares in the Sub-Fund may be sold to, and beneficially and/or legally held or owned by, Eligible Investors and any person who may beneficially and/or legally, as applicable, own the Shares in the Sub-Fund in accordance with applicable laws and regulations (including those in the jurisdiction in which such person is domiciled).

**Allocations**

Investment opportunities will be allocated to the Sub-Fund based on the Investment Manager's allocation guidelines. The Investment Manager may change its allocation guidelines from time to time without the consent of the Investors provided that any material changes regarding the allocation guidelines will be notified to the Investors. For the avoidance of doubt, the Investment Manager's allocation guidelines will at all times respect and comply with the ELTIF Regulation. See Section 13 of the General Section "*Conflicts of Interest*" and Section 9 of this Schedule "*Summary of the Investment Manager's Allocation Policy*" for further information.

**Term**

The Sub-Fund has been set up for a fixed life of 99 years commencing from 6 September 2024, being the date of incorporation of the Fund, subject to up to three (3) consecutive extensions of up to one (1) year following the 99th anniversary of the date of establishment of the Sub-Fund in the sole discretion of the Investment Manager (the "Term" and the final date of the Term, the "Termination Date").

**Dissolution Rights**

A Special Majority-in-Interest of the Investors may elect to dissolve the Sub-Fund. Within fifteen (15) Business Days following an affirmative vote to dissolve the Sub-Fund, the Board shall commence the orderly liquidation of the Sub-Fund in accordance with the provisions of the Articles and the Prospectus.

The Board may decide, in its sole discretion, to dissolve the Sub-Fund if the subscription program is limited or suspended in whole or in part for twelve consecutive Calendar Months.

The surplus (if any) resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the Shareholders in proportion to the number of Shares held by them in the Sub-Fund. Liquidation proceeds which have not been claimed by Shareholders at the time of the closure of the liquidation shall be deposited with the *Caisse de Consignation* in Luxembourg in favour of the

beneficiaries, in accordance with Luxembourg law. Proceeds not claimed within the statutory period shall be forfeited in accordance with Applicable Requirements.

In connection with the dissolution and liquidation of the Sub-Fund by the Board, the Board may, subject to prior CSSF approval, in its discretion, appoint a trustee or other person who will have the power to liquidate the Sub-Fund and distribute its assets and to perform all acts, including terminating the Sub-Fund, and engage in all activities and transactions which it may deem necessary or advisable thereto.

**Management Fee**

The Sub-Fund will pay a management fee (the "Management Fee") to the AIFM, which shall be calculated based on an annual rate, accrues monthly taking into account the actual count of days within each month and is payable in arrears. The annual Management Fee rate applicable to each Share Class (the "Applicable Management Fee Rate") is set out in Section 6 of this Schedule "*Share Classes*". The Applicable Management Fee Rate will be applied to a Shareholder's total shareholding (based on the Net Asset Value attributable to such shareholding as at each Monthly Dealing Day, prior to any adjustment for payment or accrual of any applicable Performance Fee and Management Fee for the current month, to the extent applicable) for as long as the Shareholder holds its Shares, and will be pro-rated for any partial month in which a Shareholder holds its Shares.

If the AIFM, the Investment Manager, their respective Affiliates (which are wholly-owned by BlackRock) or their respective employees (in their capacity as such) receive directors' fees or consulting fees from Private Equity Investments, the Management Fee will be reduced by an amount equal to the portion of such fees that corresponds to the Sub-Fund's interest in the Private Equity Investments. The Sub-Fund's pro-rata share of all commitment fees and break-up fees payable in respect of the Sub-Fund's Investments will be paid to the AIFM or an Affiliate of the AIFM, and 100% of such fees will be credited against the Management Fee (with any excess credits carried forward) so that the net amount received by BlackRock from a combination of such retained fees and the Management Fee shall equal the Management Fee to which BlackRock was originally entitled.

For the purposes of the Management Fee calculation, in order to avoid duplication of management fees, the Net Asset Value will exclude Private Equity Investments in Associated Funds to the extent that the Sub-Fund pays management fees or the equivalent with respect to such Investments. For the avoidance of doubt, any management fees charged by (i) Underlying Funds which are not Associated Funds and (ii) by any fund or similar vehicle in which the Sub-Fund invests as part of its Liquid Investment strategy, will in each case be borne by the Sub-Fund indirectly as they will be accounted for in the Net Asset Value.

The AIFM may waive all or any portion of the Management Fee payable with respect to one or more Investors, including employees and Affiliates of the AIFM, the Investment Manager and BlackRock, in which case the Board will be authorised to make appropriate adjustments to the provisions of the Prospectus.

For the avoidance of doubt (i) the Applicable Management Fee Rate attributable to a certain Share Class may vary the Net Asset Value of the Shares held by relevant Investors as against the Net Asset Value of the Shares held by other Investors holding Shares of a different Share Class which has a different Applicable Management Fee Rate and (ii) given, as noted above in this Section, the Applicable Management Fee Rate attributable to each Share Class is calculated based on the Net Asset Value attributable to such shareholding as at each Monthly Dealing Day, the Net Asset Value upon which the Applicable Management Fee Rate is based for any given month may vary compared to the Net Asset Value as reported in the audited financial statements of the Fund.

**Placement of Shares**

Subscriptions for Shares may be offered to Investors by certain Affiliates of the Investment Manager and certain third-party distributors (each, a "Distributor" and together, the "Distributors"). The AIFM will not directly offer, place or recommend Shares to Retail Investors. The Distributors, to the extent applicable to them, will be responsible for complying with the specific requirements concerning the distribution of the Shares to Retail Investors as provided for by Article 30 of the ELTIF Regulation. When subscribing for Shares in the Sub-Fund via a Distributor, Retail Investors shall be able to cancel their initial subscription in the Sub-Fund and have their money returned without penalty during the subscription period and a period of two weeks after the signature (or equivalent confirmation of subscription) of the Subscription Form of the relevant Share Class (the "Cooling-Off Period"). Unless otherwise agreed by the Board or its duly authorized delegates, Distributors (including their intermediaries) shall only transmit initial Subscription Requests related to requests to subscribe for Shares from Retail Investors to the Sub-Fund after the expiry of the Cooling-Off Period. Any request to subscribe for Shares may only be accepted if received by the Administrator no later than by the Cut-Off Time and only if the Cooling-Off Period - if applicable – is deemed to be expired by this Cut-Off Time. This means that Retail Investors must have handed in their requests for subscription of Shares to their relevant Distributors no later than two weeks prior to the Cut-Off Time. Under the ELTIF Regulation, the Distributor or any other distribution agent, including third party Distributors, shall obtain information regarding the following: (a) the Retail Investor's knowledge and experience in the investment field relevant to the ELTIF; (b) the Retail Investor's financial situation, including that investor's ability to bear losses; (c) the Retail Investor's investment objectives, including that investor's risk tolerance.

Distributors may be entitled to a subscription or other similar fee (a "Subscription Fee") payable by the Investor directly to the Distributor and which shall be separate from and in

addition to such Investor's subscription to the Sub-Fund. The maximum Subscription Fee rate applicable to each Share Class is set out in Section 6 of this Schedule "*Share Classes*".

In addition to the Subscription Fee, certain Investors may be subject to additional fees in respect of certain advisory, account and/or other ancillary services that may be provided by their Distributors (the "Other Distributor Fees"). Such Other Distributor Fees will be payable by the relevant Investors directly to their respective Distributors and shall be separate from and in addition to such Investor's subscription to the Sub-Fund.

Distributors (and any other financial institutions through which Shares are purchased), which may include Affiliates, may also receive compensation from BlackRock relating to the purchase of Shares by such Distributors' clients, whether or not such clients are required to pay a Subscription Fee or Other Distributor Fees. These payments to the Distributors and/or their representatives, which may be significant, may create an incentive for the Distributors (and any other financial institutions through which Shares are purchased) to recommend the Sub-Fund over other products.

**Each Investor should contact its Distributor or financial institution, as applicable, for details of any Subscription Fee and any Other Distributor Fees that it may be required to pay to the Distributor in connection with a subscription for Shares in the Sub-Fund.**

**Servicing Fees**

The AIFM is entitled, at its sole discretion and without recourse or cost to the Sub-Fund, to determine to make payments of servicing or other similar fees to Distributors out of the Management Fees charged to certain Shareholders.

Such payments of servicing or other similar fees will not exceed the amount of the relevant Management Fee.

The terms of any such payments of servicing or other similar fees will be agreed with the relevant Distributors from time to time.

**Each Investor should contact its Distributor or financial institution, as applicable, for details of any such payments of servicing or other similar fees.**

**Allocation of Proceeds / Distributions**

Proceeds, following any deduction, retention or restriction described in this Section, will be allocated (i) first, to each Share Class, pro rata (subject to such adjustment as the Board reasonably determines is appropriate to reflect any different Applicable Management Fee Rates, Performance Fees and other rights and obligations associated with each Share Class), and (ii) then, to each Shareholder pro rata based on the number of Shares held by the Shareholder within the respective Share Class.

It is expected that all capital proceeds from Investments will, in the sole discretion of the Investment Manager, either be reinvested or retained for liquidity management or other purposes.

It is expected that income proceeds will not be distributed and instead such income proceeds will either be reinvested or retained for liquidity management or other purposes (i.e., it is expected that all Shares will capitalise their entire earnings).

For the avoidance of doubt, the Investment Manager will be entitled to withhold amounts to create, in its discretion, appropriate reserves for expenses and liabilities, as well as for any required tax or tax withholdings. Tax credits received, amounts borne, paid or withheld for taxes, and any costs (including taxes) of any structure of the Sub-Fund or an underlying investment will be treated as distributions for the purposes of the calculations described below.

The Board may modify these provisions under certain circumstances as permitted by the Prospectus. For the avoidance of doubt, to the extent that the Sub-Fund were to ever make distributions, the Board shall not be required to make a distribution if such distribution may result in the subscribed capital of the Fund falling below an amount equal to EUR 1,250,000, unless such distribution relates to the final liquidation of the Fund.

**Performance Fee**

The Sub-Fund shall pay the Performance Fee to the Investment Manager, subject to and in accordance with the following provisions. A separate Performance Fee calculation will be carried out in respect of each Share Class.

In the event that the Net Asset Value per Share of a Share Class as of the final date of a Performance Period exceeds the Net Asset Value per Share of such Share Class as of the first date of such Performance Period plus the Preferred Return thereon, the Investment Manager shall be entitled to be paid a fee out of the assets of the Sub-Fund equal to 12.5% of the amount by which the Net Asset Value per Share as of the final date of such Performance Period exceeds the Reference NAV per Share multiplied by the number of Shares in the relevant Share Class (the "Performance Fee").

For the purposes of the foregoing:

- "Performance Period" means the First Performance Period and each Subsequent Performance Period. The "First Performance Period" means, with respect to each Share Class, the Initial Issuance Date relating to such Share Class and ending on the following 31 December. A "Subsequent Performance Period" means: (i) each 12-month period subsequent to the First Performance Period commencing on 1 January and ending on the following 31 December or (ii) where applicable, a period shorter than twelve (12) months commencing on 1 January and ending on the liquidation of the Sub-Fund.

- "Preferred Return" means, in respect of the relevant Performance Period and Share Class, an amount equal to the product of (i) an annualised interest rate of 5% simple interest and (ii) the Net Asset Value per Share of

the relevant Share Class at the beginning of such Performance Period. For the avoidance of doubt, the Preferred Return shall not be cumulative and shall reset at the beginning of each Performance Period, and the Preferred Return calculation shall be pro-rated for any partial periods.

- "Reference NAV" means, with respect to a Share Class, the higher of the High Water Mark and the Money Weighted Price with respect to the relevant Performance Period.

- "High Water Mark" means, with respect to a Share Class, until such time as a Performance Fee has accrued in respect of such Share Class, the Net Asset Value per Share attributable to such Share Class at the time of the initial issuance of Shares relating to such Share Class and, thereafter, the Net Asset Value per Share attributable to such Share Class as at the end of the most recent Performance Period in respect of which a Performance Fee has accrued or been paid out in respect of such Share Class. For the avoidance of doubt, the High Water Mark will remain unchanged during a Performance Period and will be adjusted upwards only at the end of a Performance Period if a Performance Fee is accrued or paid with respect to such Performance Period.

- "Money Weighted Price" means, with respect to each Performance Period of each Share Class, the weighted average across all Monthly Dealing Days during a Performance Period of the number of Shares issued and the Net Asset Value per Share within a Share Class at which such Shares were issued.

The Performance Fee is calculated and accrued monthly. It shall crystallise and become payable to the Investment Manager at the end of each Performance Period. However, if a Shareholder redeems all or part of its Shares before the end of a Performance Period, any accrued Performance Fee with respect to such redeemed Shares will crystallise and will be payable to the Investment Manager on the relevant Quarterly Dealing Day.

For the avoidance of doubt, the Net Asset Value per Share used for the above Performance Fee rate calculations attributable to each Share Class will not be based upon the Net Asset Value per Share for each relevant period as reported in the audited financial statements of the Fund, and therefore may vary compared to such Net Asset Value per Share as reported on the audited financial statements of the Fund.

The Investment Manager, in its discretion, may waive the Performance Fee with respect to one or more Investors, including employees and Affiliates of the AIFM and the Investment Manager, in which case the Board will be

authorised to make any appropriate adjustments to the relevant provisions of the Prospectus as it determines to be necessary in its sole discretion.

**Distributions in Kind**

Distributions will normally be paid to Shareholders in cash. The Sub-Fund will only distribute assets in kind to a Shareholder where the Board or its duly authorised delegates receive a request in writing from such Shareholder that such assets be distributed in kind. Distributions in kind made by the Sub-Fund, if any, will only be made where permitted under the ELTIF Regulation and generally will be made pro rata to all of the Sub-Fund's Shareholders in accordance with the distribution priorities described above. Any costs incurred in connection with a distribution in kind, including the costs of issuing a valuation report (if applicable), shall be borne by the Sub-Fund Shareholders receiving such distributions or by such other third party as agreed by the Board. The Sub-Fund generally intends to distribute assets in kind only upon the liquidation of the Sub-Fund. However, the Sub-Fund will use commercially reasonable efforts to liquidate such assets and distribute cash rather than distribute assets in kind. When the Sub-Fund liquidates or otherwise disposes of an investment to generate cash for distributions, it will bear brokerage commissions, dealer mark-ups and mark-downs, transfer fees, taxes and other costs associated with the disposition. These costs will reduce the proceeds available for distribution.

**Redemption of Shares**

A Shareholder may submit a request to redeem its Shares (together with any accompanying documentation) (a "Redemption Request") to the Administrator no later than 5:00 p.m. Central European Time on the day falling on the last Business Day of the month prior to the relevant Quarterly Dealing Day (a "Redemption Cut-Off Time"). Redemption Requests may be made via a telecommunications system or network (including SWIFT) or fax, or by such other method as may be agreed with relevant Shareholders. Subject to applicable law (in particular, any rules relating to notification periods and cut-off times), the Board or its duly authorised delegates may, in their sole discretion, allow a Shareholder to amend or withdraw its Redemption Request, or accept a delayed Redemption Request, subject to the redemption policy of the Sub-Fund.

The Board reserves the right to bring forward the Redemption Cut-Off Time (thus extending the notice period for Redemption Requests) if, in the Board's and/or AIFM's reasonable judgment, it deems such action to be necessary or advisable for liquidity management purposes.

Subject to the redemption limits set out in "*Minimum Holding Period and Limits on Redemptions*" and in the other Sections of the Prospectus, a redeeming Shareholder will receive the appropriate proceeds of redemption (priced on a forward pricing basis by reference to the Net Asset Value per Share at the relevant Quarterly Dealing Day, no later than by the close of business sixty (60) calendar days after the Quarterly Dealing Day in respect of which the Redemption Request was submitted, or as soon as practicable thereafter (including to the extent that delay is incurred on account of the failure of any third party to supply necessary information regarding an investment in a timely manner)). In certain market conditions, subject to the ELTIF Regulation, the Board or its duly authorised delegates may extend the settlement period in relation to Redemption Requests received in respect of a given Quarterly Dealing Day, where the Board or its duly authorised delegates (after prior consultation with the Depositary) believe it to be in the best interests of the Sub-Fund and the Shareholders to do so. Redemptions in kind are not permitted.

Failure to return all relevant documents which the Board, its duly authorised delegates or the Depositary may request, may result in a delay in processing any Redemption Requests or may result in withholding redemption proceeds. Any such redemption monies will be held by the Fund and no interest will be paid to Shareholders during the period the monies are treated as client money.

Investors who have subscribed indirectly via an intermediary arrangement or a feeder fund will be able to receive further information on the redemption procedure applicable to the Shares which they intend to redeem from the Distributor which effected the subscription in such Shares.

Any Shareholder that becomes a U.S. Person will be required to redeem its Shares.

**Minimum Holding Period and Limits on Redemptions**

Shareholders in general should not have a right to redeem their Shares before the expiry of the second anniversary of the First Subscription Date (the "Minimum Holding Period"), provided that the Board or its duly authorised delegates may reduce the Minimum Holding Period to the expiry of the first anniversary, in its sole discretion, subject to compliance with the applicable requirements under the ELTIF Regulation.

If the Shareholders submit the Redemption Requests before the expiry of the Minimum Holding Period, the Board or its duly authorised delegate, may accept such Redemption Requests, in certain exceptional circumstances affecting such Shareholders or the underlying Investors who have subscribed to Shares indirectly via such Shareholders. Such exceptional circumstances include, but are not limited to, death, divorce, legal incapacity, bankruptcy of the Investors, termination of the contractual relationship between the Shareholders and the underlying Investors who have subscribed to Shares via such Shareholders or other similar circumstances outside of the Investors' control or not in the ordinary course of management of their investments (the "Exceptional Circumstances"). The Board or its duly authorised delegates, may limit all or a portion of the Redemption Requests received from the Shareholders, during the Minimum Holding Period based on the Exceptional Circumstances, in excess of 0.5% of the Sub-Fund's Net Asset Value as at the previous Quarterly Dealing Day (the "Exceptional Circumstances Redemption Limits"), subject to the ELTIF Redemption Limit (as defined below).

After the Minimum Holding Period, the Shareholders will have a right to redeem their Shares, irrespective of the Exceptional Circumstances, provided that the Board or its duly authorised delegates may limit all or a portion of the Redemption Requests received from Shareholders in respect of any Quarterly Dealing Day in excess of 5% of the Sub-Fund's Net Asset Value as at the previous Quarterly Dealing Day (or such higher amount as the Board or its duly authorised delegates may determine, in their sole discretion) (the "Redemption Limits") subject to the ELTIF Redemption Limit (as defined below).

Notwithstanding the preceding paragraphs, the Board or its duly authorised delegates will limit all or a portion of the Redemption Requests in excess of an amount equal to 27.30% of the sum of (i) the portion of the Sub-Fund's assets held in UCITS Eligible Assets on the day on which the Board or its duly authorised delegates decide on the Redemption Requests received in respect of the relevant Quarterly Dealing Day, and (ii) the expected cash flows of the Sub-Fund forecasted on a prudent basis over 12 months, determined in accordance with the ELTIF Regulation (the "ELTIF Redemption Limit"). The Board, in consultation with the AIFM, may adjust the maximum percentage of the ELTIF

Redemption Limit as it deems necessary to comply with the requirements of the ELTIF Regulation and/or the ELTIF Delegated Regulation, and the Board will have the right to amend this Schedule accordingly.

After the Minimum Holding Period, the Board or its duly authorised delegates in their sole discretion may allow for redemptions above the Redemption Limits provided that such redemptions do not exceed the ELTIF Redemption Limit, if it is deemed in the best interest of the Sub-Fund and the Shareholders and if such decision will be made at the Sub-Fund-level and not at the level of the separate Share Classes in the Sub-Fund.

Unless waived by the Board or its duly authorised delegates as provided above, the Exceptional Circumstances Redemption Limits or the Redemption Limits, where applicable, will be applied across all Shareholders who have made a Redemption Request on a pro rata basis in the manner set out below. Any Redemption Request not accepted on account of the Exceptional Circumstances Redemption Limits, the Redemption Limits, the ELTIF Redemption Limit or for any other reason will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Quarterly Dealing Day(s). The relevant Shareholder will need to submit a new Redemption Request if they so wish with respect to the subsequent Quarterly Dealing Day in relation to the portion of the intended redemption which was not accepted under the original Redemption Request. Shareholders may therefore again be limited in the number of Shares they can redeem. It follows that a Shareholder may be subject to numerous consecutive limited redemption rounds in this way before it is able to redeem Shares for any or the total amount of its original Redemption Request.

The allocation process outlined above is subject to such adjustments as the Board or its duly authorised delegates may reasonably require in relation to any Quarterly Dealing Day in order to accommodate either: (i) their powers of mandatory redemption, cancellation, switching, conversion or transfer of Shares and its power to sell holdings; or (ii) any rights of Shareholders under applicable laws to redeem or cancel their Shares.

In exceptional circumstances and not on a systematic basis, the Board or its duly authorised delegates may, in accordance with the redemption policy of the Sub-Fund, suspend redemptions in whole or in part and/or apply redemption gates (*i.e.,* more stringent limits) below the Redemption Limits in respect of any Quarterly Dealing Day(i) where they determine that such action is in the best interest of the Sub-Fund or the Shareholders as a whole or (ii) where they deem it necessary or advisable in the event of extraordinary market conditions or conditions which are otherwise out of the control of the AIFM (such as where Liquid Investments are not considered sufficient to satisfy

Redemption Requests, there are consecutive aggregate Net Asset Value net outflows, or equal to or greater than 20% of the total assets of the Sub-Fund have an uncertain valuation) or (iii) during any suspension of calculation and/or publication of the Net Asset Value of a Share Class in accordance with Section 9.4 of the General Section "*Temporary suspension of the Net Asset Value calculation"*. A suspension of the redemption program will not necessarily result in a suspension of Net Asset Value calculations being performed.

In making such a determination to limit or suspend redemptions and/or apply redemption gates the Board or its duly authorised delegates will, in accordance with the redemption policy of the Sub-Fund, have regard to the liquidity expected to be available to the Sub-Fund, including without limitation (i) the Liquid Investments forming part of the Sub-Fund's portfolio, or (ii) any distributable proceeds, provided that the Sub-Fund is under no obligation to realise investments or take any specific actions, solely for the purpose of meeting redemption requests.

Any Redemption Request not accepted on account of the redemption gates will be cancelled to the extent not accepted and will not carry forward automatically to the subsequent Quarterly Dealing Day(s).

Material modifications to the Sub-Fund's redemption program will be disclosed to the affected Shareholders via the Sub-Fund's electronic secure platform or otherwise. If the redemption program is suspended, then the Board or its duly authorised delegates will be required to evaluate on a quarterly basis whether the continued suspension of the redemption program is in the best interests of the Sub-Fund and its Shareholders.

For the avoidance of doubt, the above Minimum Holding Period and restrictions on redemptions shall not apply to the Class Y Shares in accordance with the terms of "*BlackRock Subscriptions, Seed Portfolio and Warehousing*" above. Instead, the Class Y Minimum Holding Period shall apply to the Class Y Shares.

**Borrowings and Leverage**

The Sub-Fund may borrow and enter into credit facilities or other financing transactions or otherwise incur leverage or other indebtedness (including by way of guarantees or pursuant to hedging arrangements) for the purposes set out in the Prospectus on terms the AIFM determines in its discretion are commercially reasonable; provided that such borrowings: (i) do not at any time represent more than 50% of the Net Asset Value of the Sub-Fund; (ii) are for the purposes set out in the Prospectus, including making investments or providing liquidity, including to pay costs and expenses, provided that the holdings in cash or cash equivalents of the Sub-Fund are not sufficient to make the investment concerned; (iii) where applicable, are in the same currency as the assets to be acquired or in another currency where currency exposure has been appropriately

hedged; and (iv) have a maturity no longer than the life of the Sub-Fund.

When borrowing cash or in connection with other indebtedness, including guarantees or hedging arrangements, the Sub-Fund may encumber assets to implement its borrowing strategy or support the incurrence of any other indebtedness. The borrowing limits set out above shall only apply as from the date falling three (3) years after the date on which marketing of the Sub-Fund has commenced. The borrowing limits set out above shall be temporarily suspended where the Sub-Fund raises additional capital or reduces its existing capital, in accordance with the ELTIF Regulation. Such suspension shall be limited in time to the period that is strictly necessary taking due account of the interests of the Investors in the Sub-Fund and, in any case, shall last no longer than twelve (12) months.

Pursuant to its regulatory obligations, the AIFM is required to express the level which the Sub-Fund's leverage will not exceed. For the purposes of this disclosure, leverage is any method by which a fund's exposure is increased, whether through borrowing of cash or securities, or, where relevant, leverage embedded in derivative positions, or by any other means. The AIFMD requires that each leverage ratio be expressed as the ratio between an AIF's exposure and its net asset value, and requires two prescribed methodologies to be used for calculating such exposure: the gross methodology and the commitment methodology (both set out in detail in the AIFMR).

Using the methodologies prescribed under the AIFMD, the Sub-Fund is generally expected to be leveraged at the ratio of 1.3:1 using the commitment methodology and 1.3:1 using the gross methodology. The Sub-Fund's leverage will not exceed the ratio of 3:1 using the commitment methodology and 3:1 using the gross methodology, other than during the Portfolio Ramp-Up Period as described below.

Early in the Sub-Fund's life, when its Net Asset Value is small and relatively large initial investments may be made, any borrowing and/or other relevant exposures could have an amplified effect on the Sub-Fund's level of leverage. It is expected that the level of the Sub-Fund's leverage will reduce as additional investments are made, subscription payments are received from Investors, and its Net Asset Value increases. While the Sub-Fund may therefore have higher levels of leverage during the Portfolio Ramp-Up Period than during other periods, leverage will not exceed the ratio of 30:1 using the commitment methodology and 30:1 using the gross methodology during the Portfolio Ramp-Up Period.

The Sub-Fund does not intend to enter into any collateral and asset re-use arrangements.

**Transfer and Withdrawal**

Save as set out in the section titled "*Redemptions"* above, Shareholders are prohibited, under the ELTIF Regulation, from requesting to withdraw from the Fund prior to or on the Termination Date, subject to certain limited restrictions.

Investors may, directly or indirectly, sell, assign, encumber, mortgage, transfer or otherwise dispose of any portion of its Shares (each, a "Transfer") to any person, *i.e*., the transferee. Any such Transfer will be only accepted by the Board or its duly authorised delegates provided that such transferee (subject to any additional conditions set out in the Prospectus and the Articles): (i) qualifies as Eligible Investor, and (ii) completes a Subscription Form, if applicable. Receipt by the Board, its duly authorised delegates or a Distributor (as the case may be) of a properly completed Subscription Form constitutes an agreement by the transferee to be bound by the terms of such Subscription Form, the Articles and the Prospectus. For the avoidance of doubt, Transfers to U.S. Persons are prohibited.

Any Indirect Transfer whereby both the transferor and the transferee hold, or will hold, their Shares indirectly through the same financial intermediary, other type of intermediary or feeder fund arrangement, may be subject to the approval of the Distributor, if applicable, which had originally offered, placed or recommended such investment to the Eligible Investors. In addition, Eligible Investors holding Shares of any Share Class through a Distributor or other financial intermediary may transfer their existing holdings to another Distributor or financial intermediary which has an agreement with BlackRock, subject to the conditions set out in the Prospectus and the Articles, compliance with all applicable requirements under Section 8.7 of the General Section "*Anti-Money Laundering and Counter-Terrorist Financing*" and provided that the Investor's rights are not adversely affected by such Transfer.

An Investor will be responsible for all costs associated with an attempted or realised Transfer.

The Sub-Fund may unilaterally cause the withdrawal of an Investor upon at least five (5) Business Days' prior written notice if the Board determines that the continued participation of an Investor in the Sub-Fund may materially adversely affect the Sub-Fund, the Fund, the AIFM, the Investment Manager or any of their Affiliates (e.g., by causing adverse tax consequences, involving the Fund in litigation, causing the Fund to be an investment company under applicable law), to the extent required under any other applicable law or to the extent otherwise contemplated by such Investor's Subscription Form. In the event of such a withdrawal, the Board will have the option of (i) causing the Sub-Fund to pay the Investor within sixty (60) calendar days thereafter (or as soon thereafter as the Sub-Fund has available funds) eighty per cent (80%) of an amount equal to the Net Asset Value attributable to the Shareholder's holding of Shares on the final day of such financial Quarter (such amount, the "Withdrawal Amount"), with the balance of the Withdrawal Amount (subject to audit adjustment) to be paid within thirty (30) calendar days following the completion of the audit for the fiscal year in which the withdrawal occurs (or as soon thereafter as the Sub-Fund has available funds), or (ii) transferring such Investor's Shares to a third party (including Affiliates of BlackRock) for an amount not less than the Withdrawal Amount. Unless the Sub-Fund transfers a terminated Investor's Shares pursuant to clause (ii) above, the Shares held or formerly held by such

terminated Investor will not be included in calculating the Shares of the Investors required to take any action under the Prospectus after the date of such termination. Notwithstanding the foregoing, the Sub-Fund may redeem or terminate, in whole or in part, an Investor's Shares on terms determined by the Board in its reasonable discretion to the extent necessary to comply with applicable law.

If and so long as an Investor qualifies as a German Regulated Investor or as a German capital investment company holding its Shares for an open-ended investment fund subject to the provisions of the German Capital Investment Act (*Kapitalanlagegesetzbuch*), such Investor shall have the right, at any time, to Transfer all or part of its Shares without the prior consent of the Board or any Shareholder to a transferee that executes a Subscription Form and qualifies as an institutional investor or financial intermediary, which includes insurance companies, social insurance carriers, pension funds, investment funds, foundations or credit institutions unless the proposed transferee is considered by the Board as a competitor of the AIFM, the Investment Manager and/or their Affiliates and unless such Transfer would result in a violation of any applicable law or regulation. For potential transferees other than institutional investors or financial intermediaries the provisions at the beginning of this section ("*Transfer and Withdrawal*") apply. On the Transfer of all or part of its Shares by a German Regulated Investor, the transferee shall accept and become solely liable for all liabilities and obligations relating to such Shares and the transferring German Regulated Investor shall be released from (and shall have no further liability of any nature, not even a secondary or joint and several liability, for) such liabilities and obligations. The Board shall not refuse to register such a Transfer. The preceding transfer provision shall also apply to an Investor which is fully owned by a German Regulated Investor or, respectively, German Regulated Investors.

Insofar and as long as a German Regulated Investor holds its Shares as part of its guarantee assets (*Sicherungsvermögen*) as defined in Section 125 of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*) and such German Regulated Investor is either in accordance with Section 128 of the German Insurance Supervisory Act under the legal obligation to appoint a trustee (*Treuhänder*) or is subject to similar legal requirements, such German Regulated Investor shall dispose of its Shares only with the prior written consent of such trustee or its authorised representative appointed in accordance with the German Insurance Supervisory Act, as amended from time to time. In a case of an emergency which requires that an Investor dispose of its Shares at short notice (i.e., within five (5) Business Days), a consent from such trustee (or such authorised representative) in form of an email or fax, rather than a written consent of such trustee, shall be sufficient, but the Investor shall remain obligated to deliver the written consent of such trustee (or such authorised representative) without undue delay.

Unless this has been otherwise agreed by the transferor and the transferee, a transfer of Shares does not include a transfer of any Shareholder's recontribution obligations as

the transferor remains liable for its obligations thereto under its Subscription Form. Such Shareholder's recontribution obligations are transferable subject to the same conditions as Shares in the Sub-Fund of the Fund (including the specific provisions for German Regulated Investors) provided that a transfer is prohibited if the proposed transferee is not an Eligible Investor, is not of sufficient creditworthiness (i.e., benefits from an "investment grade" credit rating or provides for sufficient security) or is considered by the Board as a competitor of the AIFM, the Investment Manager and/or their Affiliates.

**Tax Treatment**

The Sub-Fund is expected to be taxed as a corporation for U.S. federal income tax purposes.

**ESC**

The Investment Manager or any of its Affiliates may establish an employee securities company ("ESC") and one or more other vehicles in which employees of the Investment Manager and its Affiliates invest (collectively with any ESC, "Employee Funds") that are expected to invest alongside, or as a feeder fund into, multiple clients of BlackRock to whom the AIFM, the Investment Manager and their respective Affiliates provide discretionary and non-discretionary management services, including funds sponsored by the Investment Manager and its Affiliates, such as the Fund, government retirement plans and plans regulated by ERISA (collectively, and including funds and accounts that may be sponsored or managed by the Investment Manager or its Affiliates in the future, including ESCs, the "BLK Clients").

The costs of organising and establishing any Employee Fund will be borne by the Investment Manager and/or any of its Affiliates. The Sub-Fund and any Employee Fund are generally expected to invest alongside each other pro-rata based on committed capital (including, in the case of any Employee Fund, the amount of capital commitments the Investment Manager, in its discretion, allocates to investments alongside the Sub-Fund), subject to any legal, tax, regulatory, contractual or other similar concerns.

BlackRock, in its sole discretion, may transfer any investment made by an ESC in any investment made by the Sub-Fund, as may be required or advisable for legal, tax or regulatory concerns.

The amount invested by an ESC in any such investment is expected to be based on the amount that the ESC has allocated to investing in investments made by such BLK Client at such time, which amount may be adjusted from time to time by BlackRock.

**Amendments**

This Schedule may be amended by the Board subject to the prior approval of the CSSF.

In accordance with, and to the extent required by, applicable laws and regulations, notably Circular 14/591, the Shareholders in the Sub-Fund will be informed about such amendments and, where required, will be given at least one (1) month prior notice of any proposed material changes (such as (a) changes to the Investment Strategy of the Sub-Fund; (b) increase an Investor's Applicable Management Fee Rate; (c) increase an Investor's liability or obligations;

or (d) reduce disproportionately an Investor's right to distributions), in order to arrange for the redemption of their Shares, without any repurchase or redemption charge, should they communicate their objection to such proposed material changes to the Board or the Administrator in writing prior to the expiry of such notice period. Such Redemption Requests will be treated equally together with other accepted Redemption Requests subject to the application of the Exceptional Circumstances Redemption Limits and the Redemption Limits set out above under "*Minimum Holding Period and Limits on Redemptions*" and other conditions set out in this Schedule.

Notwithstanding the foregoing, the Board may, without the consent of the Investors, amend this Schedule in order to reduce or eliminate the Performance Fee and/or Management Fee with respect to one or more Share Classes, and to cure any ambiguity or as required as a result of any change in applicable law or regulation, in particular a change associated with the ELTIF Regulation and/or the ELTIF Delegated Regulation as further described under Section 8.2 of this Schedule "*Sub-Fund Specific Risk Factors – Investment*".

In addition, this Schedule may be amended by the Board in the manner and for the purposes set forth herein, without the approval of any other person in order to effect a change that is necessary or advisable, as determined by the Board in its discretion, to comply with any law, rule, regulation or directive applicable to BlackRock, its Affiliates, the Sub-Fund or the Fund.

Amendments to the Prospectus (including, for the avoidance of doubt, this Schedule), to the extent that such amendments to the Prospectus affect the Sub-Fund, will be subject to the prior approval of the CSSF.

Any amendments to the Prospectus (including, for the avoidance of doubt, this Schedule) may be made available or disclosed to Investors via any of the legally acceptable disclosure methods (the "Information Disclosure Methods"), including in a durable medium or by means of a website. A paper copy shall be delivered to Retail Investors upon request and free of charge. The Prospectus provides specific Information Disclosure Methods through which an Investor may access the amended Prospectus. No Investor will be allowed to invoke or claim the unavailability or non-disclosure of any amendments to the Prospectus if such amendments were made available or disclosed through any of the Information Disclosure Methods.

**Voting**

Each Shareholder will have one vote per Share to vote on matters relating to the Sub-Fund and, where applicable, the Fund. Where applicable, Distributors will communicate voting guidelines to Investors separately.

A Shareholder may only cast its votes uniformly, provided that the Board may, in its sole discretion, permit intermediary arrangements or feeder structures holding shares indirectly on behalf of multiple underlying Investors to split votes pursuant to voting instructions from such underlying Investors.

**Annual Reports and Half-Yearly Financial Statements and other information**

The Fund's fiscal year ends on 31 December. Investors will be provided with or will be given access to the Annual Report and audited financial statements of the Fund within six months from the fiscal year end, which will include information specific to the Sub-Fund, on an annual basis. A paper copy of the Annual Report shall be delivered to Retail Investors by the relevant Distributor (or such other person as may be agreed by the Board) upon request and free of charge.

Investors will also be provided with or will be given access to Fund's half-yearly report, which will include a summary of the Sub-Fund's activities, for the first half of each year within three months or as soon as is reasonably practicable after the end of the first half (i.e., 30 June) of each year and after receipt by the Fund of any information necessary for the preparation of such summary. Such summary shall include information about the composition of the portfolio of the Sub-Fund. Half-yearly report might not include the name of or otherwise identify each investment made by the Fund or the Sub-Fund. It is expected that half-yearly report will comply with IFRS.

The AIFM may limit the information provided to some or all Investors, in particular those Investors subject to any applicable freedom of information law or regulation. Reports or other information will be provided to the Investors in such manner as is indicated to the Investor, which may include, without limitation, by email or other electronic means. In addition, some or all Investors may be provided information in a non-printable/non-downloadable format.

The Fund's Annual Report prepared in accordance with the 2013 Law and the ELTIF Regulation will be made available to Investors on request, and, to the extent available, to the Investors prior to their investment in the Sub-Fund. This will be provided in such a manner as is indicated to the Investor at the time. For example, it may be dispatched directly, posted on a website, or made available through any other medium. The Annual Report will also be made available to the CSSF.

Following the Termination Date, with the consent of the Board and a Majority-in-Interest of the Investors, the Board may reduce the respective reporting obligations of the Sub-Fund as the Board deems appropriate.

In addition to the above, the Board may decide, in its sole discretion, to prepare separate annual reports and half-yearly summaries specific to the Sub-Fund.

**Sub-Fund Expenses**

Please see Section 2 of this Schedule "*Sub-Fund Fees and Expenses*" and Section 10 of the General Section "*Fees and Expenses*".

**Additional information**

The following information will be made available to Investors, as a minimum, as part of the Annual Report:

(a) the percentage of the Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature;

(b) the current risk profile of the Sub-Fund and the risk management systems employed by the AIFM to manage those risks;

(c) the total amount of leverage employed by the Sub-Fund;

(d) in accordance with the ELTIF Regulation, to the extent applicable (i) the market value of the Shares along with the Net Asset Value per Share; and (ii) details of any material change in the value of an asset of the Sub-Fund; and

(e) in accordance with the ELTIF Regulation, (i) a cash flow statement, (ii) information on any participation in instruments involving EU budgetary funds, (iii) information on the value of the individual Qualifying Portfolio Undertakings and the value of other assets in which the Sub-Fund has invested, including the value of financial derivative instruments used; and (iv) information on the jurisdictions in which the assets of the Sub-Fund are located.

Where relevant, Investors will also be provided with information regarding changes to: (i) the maximum level of leverage which the Sub-Fund, or the AIFM on its behalf, may employ; or (ii) the rights for re-use of collateral under the Sub-Fund's leveraging arrangements; or (iii) any guarantee granted under the Sub-Fund's leveraging arrangements. This information will be made available to Investors without undue delay following the occurrence of that change, for example by way of update to the Prospectus. Where required, such change will be preceded by notification to Investors.

It is intended that Investors will be notified immediately if the Sub-Fund activates liquidity management arrangements. Investors will also be notified whenever the AIFM or its duly authorised delegates makes material changes to liquidity management systems and procedures employed in respect of the Sub-Fund.

**Additional Information to be provided by Investors**

If requested by the AIFM, each Investor (including end clients of Distributors) shall deliver to the Sub-Fund any form, instrument or information reasonably requested by the AIFM relating to such Investor. Each Investor (including end clients of Distributors) confirms that any such information, forms and/or instruments provided by such Investor pursuant to the foregoing shall be true and accurate, and undertakes that, where there is any change in any information, form or instrument previously provided such that the previously provided information, form or instrument is no longer true or accurate, it will promptly correct or update any such previously provided information, form or instrument, and agrees to indemnify the Sub-Fund from any and all penalties, damages, costs and expenses resulting from the provision of inaccurate or incomplete information, forms and/or instruments or any failure to correct or update any previously provided information, forms and/or instruments. The AIFM may be required to provide such information to regulatory and/or tax authorities, in which

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| | case the AIFM will do so to the extent required by the relevant authorities. |
| **Risk Factors and Conflicts of Interest** | An investment in the Sub-Fund carries with it certain risks, including without limitation the risks associated with investments in Private Equity Investments and Liquid Investments generally, illiquidity, availability and diversification of investments and conflicts of interest. For a more detailed discussion of such risks, see Section 8 of this Schedule "*Sub-Fund Specific Risk Factors*", Section 6 of the General Section "*Investment Considerations and Risk Factors*", and Section 13 of the General Section "*Conflicts of Interest*". |

## 5. CERTAIN DEFINITIONS

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| **Accumulating Share Class** | means any Share Class consisting of Accumulating Shares. |
| **Administrator** | means State Street Bank International GmbH, Luxembourg Branch. |
| **AIFM** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management of the Sub-Fund*". |
| **Applicable Client Accounts** | has the meaning given to it in Section 9 of this Schedule "*Summary of the Investment Manager's Allocation Policy*". |
| **Applicable Management Fee Rate** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee*". |
| **Associated Funds** | means any Underlying Fund established and managed by BlackRock or its Affiliates. |
| **BLK Clients** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC"*. |
| **BLK Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **BLK Seed Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Class X Investors** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Class X Shares** | means one or more classes of X shares issued to Class X Investors. |
| **Class Y Minimum Holding Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Class Y Shares** | means one or more classes of Y shares issued to Class Y Investors. |
| **Confidential Information** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Cooling-Off Period** | has the meaning given to it in Section 4 "*Summary of* Principal *Terms and Conditions of the Sub-Fund – Placement of Shares*". |

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| **Cut-Off Time** | has the meaning given to it in Section 4 "*Summary of* Principal *Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **Direct Co-Investments** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Direct Co-Investments NAV** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Guidelines and Restrictions*". |
| **Distributor** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Eligible Investment Assets** | means, within the meaning of the ELTIF Regulation, an asset which falls into one of the following categories:<br>(a) equity or quasi-equity instruments which have been:<br>(i) issued by a Qualifying Portfolio Undertaking and acquired by the Sub-Fund from that Qualifying Portfolio Undertaking or from a third party via the secondary market;<br>(ii) issued by a Qualifying Portfolio Undertaking in exchange for an equity or quasi-equity instrument previously acquired by the Sub-Fund from that Qualifying Portfolio Undertaking or from a third party via the secondary market;<br>(iii) issued by an undertaking in which a Qualifying Portfolio Undertaking holds a capital participation in exchange for an equity or quasi-equity instrument acquired by the Sub-Fund in accordance with points (i) or (ii) of this paragraph;<br>(b) debt instruments issued by a Qualifying Portfolio Undertaking;<br>(c) loans granted by the Sub-Fund to a Qualifying Portfolio Undertaking with a maturity that does not exceed the life of the Sub-Fund;<br>(d) units or shares of one or several other ELTIFs, European Venture Capital Funds (EuVECAs), European Social Entrepreneurship Funds (EuSEFs), Undertaking for Collective Investment in Transferable Securities (UCITS) and EU alternative investment funds (EU AIFs) managed by EU alternative investment fund managers provided that those ELTIFs, EuVECAs, EuSEFs, UCITS and EU AIFs invest in eligible investments as referred to in Article 9(1) and (2) of the ELTIF Regulation and have not themselves invested more than 10% of their assets in any other collective investment undertaking; |

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| | (e) Real Assets;<br>(f) ELTIF-Eligible STS Securitisations; and<br>(g) bonds issued, under Union legislation on environmentally sustainable bonds, by a Qualifying Portfolio Undertaking. |
| **Eligible Investor** | has the meaning given to it in Section 8.5 of the General Section "*Eligible Investors*". |
| **ELTIF** | means a European long-term investment fund regulated by the ELTIF Regulation. |
| **ELTIF Delegated Regulation** | means Commission Delegated Regulation (EU) 2024/2759 of 19 July 2024 supplementing Regulation (EU) 2015/760 of the European Parliament and of the Council with regard to regulatory technical standards specifying when derivatives will be used solely for hedging the risks inherent to other investments of the European long-term investment fund (ELTIF), the requirements for an ELTIF's redemption policy and liquidity management tools, the circumstances for the matching of transfer requests of units or shares of the ELTIF, certain criteria for the disposal of ELTIF assets, and certain elements of the costs disclosure. |
| **ELTIF-Eligible STS Securitisations** | means 'simple, transparent and standardised securitisations' for the purposes of the ELTIF Regulation where the underlying exposures correspond to one of the following categories:<br>(i) assets listed in Article 1, points (a)(i), (ii) or (iv), of Commission Delegated Regulation 2019/1851[6]; or<br>(ii) assets listed in Article 1, points (a)(vii) and (viii), of Delegated Regulation 2019/1851[7], provided that the proceeds from the securitisation bonds are used for financing or refinancing long-term investments. |
| **ELTIF Redemption Limit** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Employee Funds** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC*". |
| **ePrivacy Directive** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |

[6] As of the date of this Schedule, such assets include but are not limited to: (i) certain types of residential loans, including those secured by one or more mortgages on residential immovable property, (ii) commercial loans that are secured by one or more mortgages on commercial immovable property; and (iii) credit facilities, including loans and leases, provided to any type of enterprise or corporation.

[7] As of the date of this Schedule, such assets include but are not limited to trade receivables.

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| **ePrivacy Regulation** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **ESC** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – ESC*". |
| **ESG** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **EuSEF** | means a European Social Entrepreneurship Fund regulated by Regulation (EU) No 346/2013 of the European Parliament and of the Council. |
| **EuVECA** | means a European Venture Capital Fund regulated by Regulation (EU) No 345/2013 of the European Parliament and of the Council. |
| **Exceptional Circumstances Redemption Limits** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Exceptional Circumstances** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Fair Market Value** | means the value of Investments as determined in accordance with Section 9 of the General Section "*Valuations And Net Asset Value Calculation – Valuation of the Fund's Assets"* |
| **Financial Undertaking** | means, within the meaning of the ELTIF Regulation, any of the following:<br>(a) a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 of the European Parliament and of the Council;<br>(b) an investment firm as defined in point (1) of Article 4(1) of MiFID II;<br>(c) an insurance undertaking as defined in point (1) of Article 13 of Directive 2009/138/EC of the European Parliament and of the Council;<br>(d) a reinsurance undertaking as defined in Article 13, point (4), of Directive 2009/138/EC of the European Parliament and of the Council;<br>(e) a financial holding company as defined in point (20) of Article 4(1) of Regulation (EU) No 575/2013;<br>(f) a mixed-activity holding company as defined in point (22) of Article 4(1) of Regulation (EU) No 575/2013;<br>(g) a management company as defined in point (b) of Article 2(1) of Directive 2009/65/EC; or |

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| | (h) an alternative investment fund manager as defined in point (b) of Article 4(1) of the AIFMD. |
| **First Subscription Date** | means 30 April 2025, being the first date upon which Investors (other than any BLK Seed Investors) subscribed for Shares in the Sub-Fund. |
| **Fund** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – The Sub-Fund*". |
| **GDPR** | has the meaning given to it in Section 8 *"Sub-Fund Specific Risk Factors"*. |
| **General Section** | has the meaning given to it in Section 1 "*General*". |
| **German Regulated Investor** | means an Investor qualifying as a German insurance company, German *Pensionskasse* or German pension fund (including a German *Versorgungswerk*) or any other entity subject to the investment restrictions of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*) or an investment ordinance issued thereunder holding an interest as part of its guarantee assets (*Sicherungsvermoegen*) as defined in the German Insurance Supervisory Act or which are governed by the general principles set out in Section 124 of the German Insurance Supervisory Act. |
| **Governmental Entities** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **High Water Mark** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Indirect Transfer** | means the transfer of Shares between Eligible Investors where both the transferor and the transferee hold, or will hold, their Shares indirectly through the same financial intermediary, other type of intermediary or feeder fund arrangement. |
| **Initial Issuance Date** | means, with respect to a Share Class of the Sub-Fund, the first dealing date upon which Investors subscribe for Shares in such Share Class. |
| **Information Disclosure Methods** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Amendments"*. |
| **Investments** | means Liquid Investments and Private Equity Investments. |
| **Investors** | means the Eligible Investors wishing to subscribe or subscribing directly or indirectly for Shares in the Sub-Fund, as the context requires. |

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| **Investment Committee** | means the BlackRock Alternative Portfolio Solutions Executive Investment Committee. |
| **Liquidator** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |
| **Liquid Funds** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Liquid Investments** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Liquid Securities** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Majority-in-Interest of the Investors** | means 51% or more of the Investors, excluding any BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding the BlackRock Seed Investors. |
| **Majority-in-Interest of the Shares** | means 51% or more of the Shares, excluding any Shares held by BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding any Shares held by the BlackRock Seed Investors. |
| **Management Fees** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Management Fee*". |
| **Minimum Holding Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Money Weighted Price** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Monthly Dealing Day** | means the final Business Day of each calendar month or such other date as may be notified to the Investor by the Board or its duly authorised delegates. |
| **NAV Publication Date** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **OTC** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |

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| **Other Distributor Fees** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Performance Fee** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Performance Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Portfolio Ramp-Up Period** | means the period starting on the date of the Sub-Fund's authorisation as an ELTIF and ending on the date that is the earlier of (i) five years after the date of the Sub-Fund's authorisation as an ELTIF and (ii) half the term of the Sub-Fund. |
| **PPA** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Preferred Return** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Private Equity Investments** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy".* |
| **Professional Investor** | means an Investor which is considered to be a professional investor, or may, on request, be treated as a professional investor in accordance with annex II of MiFID II. |
| **Prospectus** | has the meaning given to it in Section 1 "*General*". |
| **Qualifying Portfolio Undertaking** | means, within the meaning of the ELTIF Regulation, a portfolio undertaking other than a collective investment undertaking that meets the following requirements:<br>(a) it is not a financial undertaking, unless:<br>(i) it is a financial undertaking that is not a financial holding company or a mixed-activity holding company; and<br>(ii) that financial undertaking has been authorised or registered more recently than five (5) years before the date of the initial investment;<br>(b) it is an undertaking which:<br>(i) is not admitted to trading on a regulated market or on a multilateral trading facility; or<br>(ii) is admitted to trading on a regulated market or on a multilateral trading facility and has a |

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| | market capitalisation of no more than EUR 1,500,000,000;<br>(c) it is established in a Member State, or in a third country provided that the third country:<br>(i) is not identified as high-risk third country listed in the delegated act adopted pursuant to Article 9(2) of Directive (EU) 2015/849 of the European Parliament and of the Council; and<br>(ii) is not mentioned in Annex I to the Council conclusions on the revised EU list of non-cooperative jurisdictions for tax purposes. |
| **Quarter** | means each calendar quarter ending on 31 March, 30 June, 30 September and 31 December in each year. |
| **Quarterly Dealing Day** | means the last Business Day of each Quarter. |
| **Real Asset** | means, within the meaning of the ELTIF Regulation, an asset that has intrinsic value due to its substance and properties. |
| **Redemption Cut-Off Time** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Redemption of Shares*". |
| **Redemption Limits** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Minimum Holding Period and Limits on Redemptions*". |
| **Redemption Request** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Redemption of Shares*". |
| **Reference NAV** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Retail Investor** | has the meaning given to it in article 2(3) of the ELTIF Regulation, being an EEA Investor that is not a Professional Investor. |
| **SEC** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Seed Facility** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Seed Lender** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |

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| **Seed Portfolio** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – BlackRock Subscriptions, Seed Portfolio and Warehousing*". |
| **Shareholder** | means any person holding the Shares in the Sub-Fund and being registered as a shareholder in the register of Shares of the Sub-Fund. |
| **Share** | means shares in the capital of the Sub-Fund. |
| **Share Class** | has the meaning given to it in Section 1 "*General*". |
| **Sovereign Debt** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors"*. |
| **Special Majority-in-Interest of the Investors** | means 75% or more of the Investors, excluding any BLK Investors and, from such time that the total value of the Shares held by non-BlackRock Seed Investors exceeds the total value of the Shares held by the BLK Seed Investors, excluding the BlackRock Seed Investors. |
| **Subscription Fee** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Placement of Shares*". |
| **Subscription Request** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Subscriptions*". |
| **Subsequent Performance Period** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Performance Fee*". |
| **Suspension** | has the meaning given to it in Section 8 "*Sub-Fund Specific Risk Factors*". |
| **Term** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Term*". |
| **Termination Date** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Term*". |
| **Transfer** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal*". |
| **UCITS Directive** | means Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as amended. |
| **UCITS Eligible Assets** | means those assets referred to in Article 50(1) of the UCITS Directive. |

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| **Underlying Funds** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Investment Strategy*". |
| **Withdrawal Amount** | has the meaning given to it in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal*". |

## 6. SHARE CLASSES[8]

| Share Class | Currency[9] | Distributing/ Accumulating | Hedged/ Unhedged | Minimum Subscription (€)[10] | Management Fee | Performance Fee | Subscription Fee[11] |
|---|---|---|---|---|---|---|---|
| ***Standard Share Classes*** | | | | | | | |
| D | EUR | Accumulating | Unhedged | 10,000 | 1.25% | 12.50% | Up to 5% |
| A1 | EUR | Accumulating | Unhedged | 10,000 | 1.75% | 12.50% | Up to 5% |
| B1 | EUR | Accumulating | Unhedged | 10,000 | 2.25% | 12.50% | Up to 5% |
| C1 | EUR | Accumulating | Unhedged | 10,000 | 1.95% | 12.50% | Up to 5% |
| I1 | EUR | Accumulating | Unhedged | 1,000,000 | 1.25% | 12.50% | N/A |
| I2 | EUR | Accumulating | Unhedged | 25,000,000 | 1.15% | 12.50% | N/A |
| X[12] | EUR | Accumulating | Unhedged | N/A | N/A | N/A | N/A |
| Y[13] | EUR | Accumulating | Unhedged | N/A | N/A | N/A | N/A |
| ***Size Discount Share Classes*** | | | | | | | |
| A2 | EUR | Accumulating | Unhedged | 500,000 | 1.60% | 12.50% | Up to 5% |
| B2 | EUR | Accumulating | Unhedged | 500,000 | 2.05% | 12.50% | Up to 5% |

[8] Certain of the Share Classes described in this table have not yet launched. The Share Classes described in this table that have not yet launched will be launched solely at the discretion of the Board.

[9] The Sub-Fund has established unhedged alternative Share Classes to the EUR Share Classes depicted above in USD, GBP, CHF, AUD, JPY and SEK. Although not depicted in the above table, Investors will have the opportunity to subscribe for USD, GBP, CHF, AUD, JPY and SEK unhedged Share Classes with the same characteristics as those set out above. For example, in addition to the A1 EUR Share Class, the Sub-Fund has also established A1 USD, A1 GBP, A1 CHF, A1 AUD, A1 JPY and A1 SEK (all unhedged) with the same terms as A1 EUR.

[10] Where Share Class is not denominated in Euro, the minimum subscription means the Euro-equivalent of such other currency.

[11] Such Subscription Fees are payable by Investors directly to their Distributors and are separate from and in addition to the subscription amount applicable for a given Share of this Schedule. The maximum Subscription Fee rate applicable to an Investor's subscription for Shares of a particular Share Class is expressed, in this table, as a one-off percentage of the amount of the subscription.

[12] Class X Shares are only available to the Class X Investors.

[13] Class Y Shares are only available to the BLK Seed Investors.

| Share Class | Currency[9] | Distributing/ Accumulating | Hedged/ Unhedged | Minimum Subscription (€)[10] | Management Fee | Performance Fee | Subscription Fee[11] |
|---|---|---|---|---|---|---|---|
| C2 | EUR | Accumulating | Unhedged | 250,000 | 1.75% | 12.50% | Up to 5% |
| ***Founders Share Classes*** | | | | | | | |
| ZD | EUR | Accumulating | Unhedged | 10,000 | 0.95% | 12.50% | Up to 5% |
| ZA1 | EUR | Accumulating | Unhedged | 10,000 | 1.45% | 12.50% | Up to 5% |
| ZB1 | EUR | Accumulating | Unhedged | 10,000 | 1.95% | 12.50% | Up to 5% |
| ZA2 | EUR | Accumulating | Unhedged | 500,000 | 1.30% | 12.50% | Up to 5% |
| ZB2 | EUR | Accumulating | Unhedged | 500,000 | 1.75% | 12.50% | Up to 5% |
| ZEIT | EUR | Accumulating | Unhedged | 10,000 | 2.50% | 12.50% | Up to 3% |
| ZI1 | EUR | Accumulating | Unhedged | 1,000,000 | 0.95% | 12.50% | N/A |
| ZI2 | EUR | Accumulating | Unhedged | 25,000,000 | 0.85% | 12.50% | N/A |
| **Region/Distributor Share Classes** | | | | | | | |
| EIT | EUR | Accumulating | Unhedged | 10,000 | 2.50% | 12.50% | Up to 3% |

## 7. SFTR – PROPORTION OF NET ASSET VALUE SUBJECT TO SFTs

*General*

Securities Financing Transactions ("SFTs") such as securities lending, repurchase transactions, total return swaps ("TRS") and contracts for difference ("CFDs") may be used by the Sub-Fund (subject to their investment objective and policy) either to help meet the investment objective of the Sub-Fund and/or as part of efficient portfolio management.

Total return swaps involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments. The Sub-Fund may enter into swaps as either the payer or receiver of payments under such swaps.

Contracts for difference are similar to swaps and may also be used by the Sub-Fund. A CFD is an agreement between a buyer and a seller stipulating that the seller will pay the buyer the difference between the current value of a security and its value when the contract is made. If the difference turns out to be negative, the buyer pays the seller.

SFTs are defined as:

(a) repurchase transaction (which means a transaction governed by an agreement by which a counterparty transfers securities, commodities, or guaranteed rights relating to title to securities or commodities where that guarantee is issued by a recognized exchange which holds the rights to the securities or commodities and the agreement does not allow a counterparty to transfer or pledge a particular security or commodity to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities or commodities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities or commodities and a reverse repurchase agreement for the counterparty buying them);

(b) securities lending and securities borrowing (which means transactions governed by an agreement by which a counterparty transfers securities, or guaranteed rights relating to title to securities where that guarantee is issued by a recognized exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them);

(c) buy-sell back transaction or sell-buy back transaction (which means transactions by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities or commodities, agreeing, respectively, to sell or to buy back securities, commodities or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities, commodities or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy-sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse-repurchase agreement); and

(d) margin lending transaction (which means a transaction in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, but not including other loans that are secured by collateral in the form of securities).

The Sub-Fund do not currently intend to use SFTs described in paragraph (b) above.

The types of assets that may be subject to SFTs, total return swaps and contracts for difference include equity securities, fixed income securities, collective investment schemes, money

market instruments and cash. Use of such assets is subject to the Sub-Fund's investment objective and policy.

*Proportions of Sub-Fund property subject to SFTs*

The maximum proportion of the Sub-Fund's net asset value that can be subject to securities lending is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to securities lending is 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to repurchase transactions is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to repurchase transactions is up to 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to total return swaps and contracts for differences is 5%. The expected proportion of the Sub-Fund's net asset value that will be subject to total return swaps and contracts for differences is up to 0%.

The maximum proportion of the Sub-Fund's net asset value that can be subject to margin lending is 0%. The expected proportion of the Sub-Fund's net asset value that will be subject to margin lending is up to 0%.

In each case, the expected proportions are not limits and the actual percentages may vary over time depending on factors including, but not limited to, market conditions. The maximum proportions are limits.

*Counterparty selection and review; acceptable collateral*

Acceptable Collateral: Collateral obtained in respect of derivatives (including forward exchange) and efficient portfolio management techniques, such as repo transactions or securities lending arrangements ("Collateral"), must comply with the following criteria:

(a) liquidity: Collateral (other than cash) should be sufficiently liquid in order that it can be sold at a price that is close to its pre-sale valuation;

(b) valuation: Collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as Collateral unless suitably conservative haircuts are in place;

(c) issuer: Collateral (other than cash) may be issued by a range of issuers;

(d) correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

(e) diversification: there are no restrictions on the level of diversification required with respect to any country, market or issuer; and

(f) maturity: Collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity.

The value of Collateral obtained is marked to market on a daily basis. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the general intention of BlackRock that any Collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. In addition, BlackRock has implemented a haircut policy in respect of each class of assets received as Collateral. A haircut is a discount applied to the value of a Collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the Collateral and the price volatility of the Collateral.

*Counterparty Selection and Review*: BlackRock select from an extensive list of full service and execution-only brokers and counterparties. All prospective and existing counterparties require the approval of the CCRG, which is part of RQA.

In order for a new counterparty to be approved, a requesting portfolio manager or trader is required to submit a request to the CCRG. The CCRG will review relevant information to assess the credit-worthiness of the proposed counterparty in combination with the type and settlement and delivery mechanism of the proposed security transactions. A list of approved trading counterparties is maintained by the CCRG and reviewed on an on-going basis.

Counterparty reviews take into account the fundamental creditworthiness (ownership structure, financial strength, regulatory oversight) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities. Counterparties are monitored on an ongoing basis through the receipt of audited and interim financial statements, via alert portfolios with market data service providers, and where applicable, as part of BlackRock's internal research process. Formal renewal assessments are performed on a cyclical basis.

BlackRock select brokers based upon: (a) their ability to provide good execution quality (i.e., trading), whether on an agency or a principal basis; (b) their execution capabilities in a particular market segment; and (c) their operational quality and efficiency. BlackRock expects them to adhere to regulatory reporting obligations.

Once a counterparty is approved by the CCRG, broker selection for an individual trade is then made by the relevant dealer at the point of trade, based upon the relative importance of the relevant execution factors. For some trades, it is appropriate to enter into a competitive tender amongst a shortlist of brokers. BlackRock perform pre-trade analysis to forecast transaction cost and to guide the formation of trading strategies including selection of techniques, division between points of liquidity, timing and selection of broker. In addition, BlackRock monitors trade results on a continuous basis.

Broker selection will be based on a number of factors including, but not limited to the following:

(a) ability to execute and execution quality;

(b) ability to provide liquidity/capital;

(c) price and quote speed;

(d) operational quality and efficiency; and

(e) adherence to regulatory reporting obligations.

*Safekeeping of Collateral*: Where there is title transfer, the Collateral received should be held by the Depositary, or its agent. This is not applicable in the event that there is no title transfer in which case the Collateral will be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the Collateral.

*Returns generated by SFTs*

All returns generated from the use of repurchase transactions, total return swaps and contracts for difference will be paid to the Sub-Fund.

## 8. SUB-FUND SPECIFIC RISK FACTORS

### 8.1 The Sub-Fund

Investor Suitability. An investment in the Sub-Fund may not be suitable for an Investor. An investment in the Sub-Fund should only be considered by Investors who are able to bear the risks associated with such investment for an indefinite period of time and afford a loss of their entire investment. The Sub-Fund is only appropriate for Investors who are able to sustain a long-term and illiquid commitment. An investment in the Sub-Fund should not be considered a complete investment program. Investors are advised to seek professional advice from their investment adviser(s) on the suitability or otherwise of an investment in the Sub-Fund.

By subscribing for Shares, an Investor represents that it is familiar with and understands the terms, risks and merits of an investment in the Sub-Fund, that it has such knowledge and experience in financial and business matters generally and that it is capable of evaluating the merits and risks of an investment in the Sub-Fund. In addition, it will be required to stipulate in its Subscription Form that it has not relied upon the Sub-Fund, a placement agent or distributor, the AIFM, the Investment Manager or any of their respective affiliates for tax or legal advice, that it has relied on its own adviser(s) with respect to the tax and other legal aspects of an investment in the Shares and that it has not relied upon any information about the Sub-Fund other than the Prospectus, the Subscription Form, any supplements, and the Articles. The Subscription Form and the supplement thereto contain other representations, warranties, and covenants that Investors will be required to make, and the Sub-Fund may impose suitability requirements in addition to those listed above. The Board may waive or modify any of the Sub-Fund's suitability requirements in its discretion.

Regulatory Capital Treatment. There can be no assurance that the regulatory capital treatment of the Shares will not change. Investors are urged to consult their advisers prior to making an investment in the Sub-Fund.

No Operating History. The Sub-Fund is newly formed with no operating history upon which potential Investors may evaluate its likely performance. While the Investment Manager has experience managing investment funds, the Sub-Fund is expected to have a different portfolio of investments and, accordingly, its results are independent of the previous results obtained by other investment funds managed by the Investment Manager. Past performance of investment funds managed by the Investment Manager is not indicative of, nor does it guarantee, the Sub-Fund's performance.

Investments Unspecified. As of the date of the Prospectus, apart from the Seed Portfolio, none or only a limited number of the Sub-Fund's investments may have been identified. Investors, therefore, will be relying on the Investment Manager's ability to find and close suitable investments. Because such investments are likely to occur over a substantial period of time, the Sub-Fund is subject to the risk of adverse changes in the markets in which it invests, including economic, legal and regulatory changes.

Investors Will Not Have Any Direct Interest in Investments. The offering of Shares does not constitute a direct or indirect offering of interests in the Sub-Fund's investments. Investors will not be investors in underlying investment vehicles or equity holders in investments, will have no direct interest in investments and generally will have no voting rights in the Sub-Fund's investments or standing or recourse against any of the Sub-Fund's investments. Moreover, none of the Investors will have the right to participate in the control, management or operations of any of the Sub-Fund's investments, or have any discretion over the management of any of the Sub-Fund's investments by reason of their investment in the Sub-Fund.

Fees and Expenses. As described more fully in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund*", Investors will bear their allocable shares of expenses (including the Management Fee, the cost of service providers and organisational

expenses) of the Sub-Fund. Accordingly, gross returns, if any, will be reduced by the foregoing fees and expenses.

Performance Fee. The Performance Fee is accrued and paid based on performance of the relevant Share Class during each Performance Period and therefore an Investor subscribing for Shares part way through a Performance Period may bear their allocable portion of any Performance Fee notwithstanding that the Net Asset Value of such Share Class has not increased relative to the Net Asset Value at which the relevant Investor purchased its Shares.

Additional Reserves. Reserves may be set aside for actual or projected expenses, liabilities or other obligations, contingent or otherwise (including Management Fees and Performance Fee). These reserves generally will be invested in money market funds or other short-term, liquid investments, including, without limitation, investments managed by BlackRock or its affiliates. It is expected that these short-term, liquid investments will yield relatively low returns. As a result, Investors' returns may be reduced if amounts are retained in reserves in lieu of being distributed. Where such reserves are held in cash and placed with a financial institution, the Sub-Fund will also be exposed to counterparty credit risk relating to that institution.

Acquisition and Disposal Risk. The Sub-Fund may purchase or dispose of investments at any time subject to the terms of the Prospectus and the Articles. During periods of limited liquidity and higher price volatility, the Sub-Fund's ability to acquire or dispose of investments at a price and time that the Sub-Fund deems advantageous may be impaired.

Portfolio Liquidity. The Sub-Fund expects to acquire securities that are subject to legal or other restrictions on transfer or for which no liquid market exists, including equities and/or securities that cannot be sold except pursuant to a registration statement filed under the Securities Act, or in accordance with Rule 144 promulgated under the Securities Act. As a result, the Sub-Fund may be unable to liquidate all or a portion of its position in such securities in a timely fashion. In addition, the market prices, if any, for such securities tend to be more volatile and the Sub-Fund may not be able to realise what it perceives to be their fair value in the event of a sale.

Markets for certain types of investments have suffered periods of extreme illiquidity in the past. As a result, calculating the fair market value of the Sub-Fund's holdings may be difficult. For example, at times, certain sectors of the fixed-income markets have in the past experienced significant declines in liquidity. While such events may sometimes be attributable to changes in interest rates or other factors, the cause is not always apparent. During such periods of market illiquidity, the Sub-Fund may not be able to sell assets in its portfolio or may only be able to do so at unfavourable prices. Such "liquidity risk" could adversely impact the value of the Sub-Fund's portfolio and may be difficult or impossible to hedge against. Dispositions of investments may require a lengthy time period and, from time to time, the Sub-Fund may make distributions in kind (including of illiquid securities) to the Investors subject to the terms of the Prospectus and the Articles.

Moreover, the Sub-Fund expects to invest in securities that are not listed on a stock exchange or traded in an over-the-counter market. As a result of the absence of a public trading market for these securities, they may be less liquid than publicly traded securities. The Sub-Fund may encounter substantial delays in attempting to sell non-publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realised from these sales could be less than those originally paid by the Sub-Fund. Further, companies whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded.

The Sub-Fund has a very long life of ninety-nine (99) years (which may be extended further by up to three (3) years) and redemptions may not be permitted. An investment in the Sub-Fund is suitable only for Investors not requiring liquidity for their investment. Pursuant to the Prospectus and the Articles, Investors are restricted in their right to redeem their Shares.

Further, Investors whose Redemption Requests are satisfied will continue to be Investors of the Sub-Fund until they are fully redeemed. In addition, although the Sub-Fund's redemption terms are designed to allocate less liquid Investments fairly among withdrawing and continuing Investors, certain Investments may be less liquid than originally anticipated. An Investor's right to redemption proceeds also may be limited to the extent the assets of the Sub-Fund serve as collateral for any derivative transaction entered into by the Sub-Fund, or the Sub-Fund is otherwise unable or restricted in its ability to provide redemption proceeds (see "*Sub-Fund—Limitations on the Redemption of Shares*" below).

Uncertain Exit Strategies. Due to the illiquid nature of some of the positions which the Sub-Fund may acquire, as well as the uncertainties of the reorganisation and active management process, the AIFM and/or the Investment Manager are unable to predict with confidence what the exit strategy will ultimately be for any given position, or that one will definitely be available. Exit strategies which appear to be viable when an investment is initiated may be precluded by the time the investment is ready to be realised due to economic, legal, political or other factors.

Involuntary Sale of Shares. Pursuant to the Prospectus and the Articles, the Sub-Fund may unilaterally cause the withdrawal of an Investor upon at least five (5) Business Days' prior written notice if the Board determines that the continued participation of an Investor in the Sub-Fund may materially adversely affect the Sub-Fund, the AIFM, the Investment Manager or any of their Affiliates.

Transferability of Sub-Fund Shares**.** The Shares offered hereby have not been registered under United States federal or state securities laws and are subject to restrictions on transfer contained in such laws. The Shares are not transferable except with the prior written consent of the Board, which may be withheld in its sole and absolute discretion, subject to an Investor's entitlement to freely Transfer any portion of its Shares in the Sub-Fund as described in Section 4 of this Schedule "*Summary of Principal Terms and Conditions of the Sub-Fund – Transfer and Withdrawal"*. In addition, any transfer of Shares will be subject to the anti-money laundering policies and procedures and other regulatory requirements applicable to the Sub-Fund, as determined by the Administrator and the AIFM. There will not be any market for the purchase or sale of Shares, and none is expected to develop.

Dilution.

The Sub-Fund will accept additional subscriptions from new or existing Shareholders from time to time. Shareholders subscribing for Shares with respect to Monthly Dealing Days subsequent to the First Subscription Date will participate in existing Investments of the Sub-Fund, therefore diluting existing Shareholders.

Determination of Share Price on Subscription. The calculation of the price of Shares may be based on estimated and unaudited data available at the time and adjustments and revisions may be made to the Net Asset Value of the Sub-Fund following the year-end audit of the Sub-Fund.

In the absence of published current redemption prices or net asset values of Investments, the AIFM may have to determine valuations in respect of such Investments. Adequate information may not always be available to the AIFM for that purpose and consequently such valuations may not accurately reflect the realisable value of the Sub-Fund's holdings.

Consequently, the value of the Sub-Fund, and hence the price of the Shares upon subscription by any Investor, may not accurately reflect the value that would have been received by the Sub-Fund had holdings of investments been realised on that same day. However, no revision to the value of a Shareholder's Shares will be made based upon audit adjustments, provided that the prices were calculated in accordance with the AIFM's valuation policy.

Suspension Risk. The Sub-Fund may in accordance with the terms of the Prospectus, the Articles and the redemption policy of the Sub-Fund, suspend redemptions (and/or the payment

of redemption proceeds in respect thereof) and/or the calculation of its Net Asset Value (each, a "Suspension"). This could be as a result of adverse economic or market conditions, or due to adverse business conditions for the Sub-Fund, the AIFM, or the Investment Manager or their respective affiliates. For example, a Suspension may occur to effect an orderly liquidation of the Sub-Fund's assets necessary to effect redemptions, when one or more investments have gated, suspended or otherwise limited redemptions (or the payment of redemption proceeds) or met redemptions in whole or in part, in kind, or due to other legal, regulatory or judicial limitations.

Limitations on the Redemption of Shares. As described in Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*", each Investor desiring to redeem all, or a portion of its Shares generally may submit a Redemption Request. However, Investors should understand that this redemption right is significantly limited and therefore, there can be no assurance that the Sub-Fund will satisfy any Redemption Requests. The liquidity of Investments will vary depending on the investment strategy of the particular Investment, and redemptions from Investments may be delayed by, among other things, redemption or transfer restrictions applicable to, the Investments. The Investment Manager generally will have complete discretion in the selection of assets to be redeemed or liquidated. The Sub-Fund may have to delay the payment of redemption proceeds and the redeeming Investor will remain subject to investment-related risks until such time as such Investment redemptions are effected and related proceeds are received by the Sub-Fund.

For the avoidance of doubt, an Investor will remain subject to all the risks associated with an investment in the Sub-Fund until all of such Investor's Shares have been redeemed in accordance with Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*" herein. Therefore, even if a Shareholder's Redemption Request is ultimately satisfied (of which there can be no assurance), such Shareholder will remain a Shareholder, and participate in new investments and the appreciation and depreciation of, the Sub-Fund's net assets, and will indirectly bear the fees and expenses of the Sub-Fund for a significant period of time following the date on which it submitted such Redemption Request.

Payment of Redemption Proceeds to Redeeming Shareholders Based on Unaudited Data. The calculation and payment of a Shareholder's redemption proceeds may be based on estimated and unaudited data. Accordingly, adjustments and revisions may be made to the Net Asset Value of the Sub-Fund following the year-end audit of the Sub-Fund. However, once paid, no revision to a Shareholder's redemption proceeds will be made based upon audit adjustments. Thus, the Sub-Fund will not seek reimbursement in the event of any overpayment and will not pay additional amounts in the event of an underpayment. As a result, a redeeming Shareholder may be positively or negatively affected by a revision to the Sub-Fund's Net Asset Value. To the extent that such revisions to Net Asset Value decrease the Net Asset Value of the Sub-Fund, the outstanding Shares will be adversely affected by redemptions. Conversely, any increases in the Net Asset Value of the Sub-Fund resulting from such adjustments will be entirely for the benefit of the outstanding Shares. Notwithstanding the above, in the event of a material error in the determination of the Net Asset Value used to calculate redemption proceeds, the Board may, in its sole and absolute discretion, require reimbursement in the event of any overpayment and cause payment of additional amounts in the event of an underpayment.

Shareholders should be aware that the Sub-Fund intends to accrue for potential tax liabilities, including in respect of any unrealised gains on investments. Due to uncertainties regarding the amount of tax liabilities to which the Sub-Fund will ultimately be subject, including as a result of uncertainties regarding the amount of gain that will ultimately be realised, such accruals for potential tax liabilities may exceed or be less than the amount of tax liabilities that are ultimately paid by the Sub-Fund. Shareholders that redeem their Shares will bear a reduction in redemption proceeds attributable to accruals for potential tax liabilities and generally will not receive any additional amounts if such tax liabilities are not ultimately paid. Furthermore, the

Sub-Fund may be subject to tax liabilities that are attributable to unrealised gains that accrued and were allocable to other Shareholders, including as a result of a rebalancing.

Potential Impact of Redemption Requests on Investment Decisions. The Sub-Fund's investment opportunities may be limited as a result of its redemption terms (or anticipated liquidity needs). For example, the Investment Manager may advise other funds or accounts with investment objectives similar to the Sub-Fund's, but which offer different liquidity terms. Investment opportunities that may not be appropriate for the Sub-Fund may be appropriate for these other funds or accounts due to their ability to invest in underlying investments offering less frequent redemption options and/or requiring longer lock-up periods. The Sub-Fund may seek to redeem investments to reallocate Sub-Fund assets, raise redemption proceeds for redeeming Investors, repay borrowings or for other purposes. In the event that there are substantial redemptions from the Sub-Fund within a limited period of time, and the Sub-Fund satisfies these redemptions, the Investment Manager may find it difficult to adjust its investment strategies to the suddenly-reduced amount of assets under management. Such substantial redemptions may also limit the ability of the other Investors to redeem their Shares in a timely manner. Finally, a reduction in the size of the Sub-Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, imbalances in the Sub-Fund's portfolio, reductions in the Sub-Fund's ability to take advantage of particular investment increases or decreases in the ratio of the Sub-Fund's income to its expenses.

In addition, as a result of differences between redemption terms (or anticipated liquidity needs) of the Sub-Fund and of investments, the Investment Manager may be required to select investments for liquidation on the basis of the redemption terms of investments rather than other investment considerations, which may result in the remaining portfolio of investments being less diverse in terms of investment strategies, number of investments, liquidity or other investment considerations than would otherwise be the case. Moreover, redemption restrictions imposed by investments may delay or preclude portfolio adjustments the Investment Manager would otherwise implement. Investments could depreciate in value during the time a redemption is delayed and the Sub-Fund would be precluded from redeploying its capital to more advantageous investment opportunities. In addition, the redemption of the Sub-Fund from an investment could also involve expense to the Sub-Fund under the terms of the investment.

Effect of Redemptions. Where a Redemption Request is accepted, the Shares will be treated as having been redeemed with effect from the completion of the relevant settlement period irrespective of whether or not such redeeming Shareholder has been removed from the Sub-Fund's register of members or the Net Asset Value for such redemption has been determined or remitted. On and from the acceptance of a Redemption Request, Shareholders in their capacity as such will not be entitled to or be capable of exercising any rights arising under the Prospectus and the Articles with respect to Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Sub-Fund) save the right to receive the redemption proceeds (with respect to the Shares being redeemed). Such redeemed Shareholders will be creditors of the Sub-Fund with respect to the redemption proceeds. In an insolvent liquidation, redeemed Shares will rank behind ordinary creditors but ahead of non-redeemed Shares.

Redemptions May Have a Material Adverse Effect on the Sub-Fund and Non-Redeeming Shareholders. In connection with the redemption of Shares by Shareholders, the Sub-Fund may use any amounts received from subscriptions to redeem any Shares with respect to which a Redemption Request has been submitted and remains unsatisfied (and has not been withdrawn or cancelled) before using such amounts for any other purpose. As a result, the amount of such new subscriptions that will be available to be used by the Sub-Fund to make additional investments or to satisfy expenses will be reduced and it is possible that, as a result of such reduction, no such subscriptions will be available to make additional investments or to satisfy expenses. Similarly, to the extent that the Board determines to treat liquid investments

as available to satisfy Redemption Requests, such amounts will also not be available to be used with respect to the Sub-Fund to make additional investments or to pay expenses. Therefore, the Sub-Fund permitting redemptions of Shares as contemplated under Section 4 "*Summary of Principal Terms and Conditions of the Sub-Fund*": (i) may result in the Sub-Fund being unable to take advantage of potential investment opportunities, (ii) will result in the Sub-Fund becoming less diversified and being less liquid and (iii) will result in the remaining Shareholders bearing a higher percentage of the Sub-Fund's expenses. In addition, any redemptions may have the effect of concentrating the ownership of the remaining Shareholders in existing and future investments, which may have legal, tax or regulatory implications, and redemptions may otherwise give rise to adverse legal, tax or regulatory considerations for the remaining Shareholders. Thus, the redemption of Shares may have a material adverse effect on the Sub-Fund and on non-redeeming Shareholders.

Access to Information and Effect on Redemptions. In response to questions and requests, pursuant to and/or in connection with due diligence meetings and other communications, the Sub-Fund, the Investment Manager and/or the AIFM may provide additional information to certain Investors and prospective Investors that is not distributed to other Investors and prospective Investors. Such information may affect a prospective Investor's decision to invest in the Sub-Fund, and Investors (which may include BlackRock, its Affiliates or their respective personnel) may be able to act on such additional information and redeem their Shares potentially at higher values than other Investors. Each Investor or prospective Investor is responsible for asking such questions as it believes are necessary in order to make its own investment decisions, must decide for itself whether the limited information provided by the Sub-Fund, the Investment Manager and/or the AIFM is sufficient for its needs and must accept the foregoing risks.

Disposition of Investments. In connection with the disposition of an investment, the Sub-Fund may be required to make representations about the business and financial affairs of the relevant investment typical of those made in connection with the sale of any security or business. The Sub-Fund may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate or misleading. These arrangements may result in contingent liabilities, which may ultimately have to be funded by the Sub-Fund.

Cross Trades. In certain cases, investments that the Investment Manager may wish to dispose of or redeem may be appropriate investments for one or more other investment funds or accounts managed by the Investment Manager. Rather than disposing of or redeeming the Sub-Fund's interests in such investments, the Investment Manager may attempt to transfer such interests to one or more investment funds or accounts managed by the Investment Manager. Any such transfer generally would be effected at a price equal to the sale or redemption price that the Sub-Fund otherwise would have received in respect of such investment upon its sale or redemption. The Sub-Fund may also acquire interests in investments in a similar manner.

Distributions. The Sub-Fund is not expected to make distributions with respect to capital or income received by the Sub-Fund to any Share Class.

Distributions in Kind. Under certain limited circumstances, potentially including for redemptions, distributions in kind of the Sub-Fund's investments for which market quotations are not readily available may be made. If distributions are made of property other than cash, the amount of any such in kind distribution will be valued by the AIFM as more fully described in the Prospectus and the Articles. Upon commencement of dissolution of the Sub-Fund, the Sub-Fund's investments may be distributed in kind. Interests in investments that are distributed in kind may be subject to significant restrictions on transfer or resale, or otherwise may be difficult to liquidate. Widespread holding of the Sub-Fund's investments, particularly of private illiquid securities, may entail a significant administrative burden. In addition, the direct holding of certain investments may subject the holder to suit or taxes in states in which such

investments are located. In connection with a distribution in kind, the Sub-Fund may distribute cash to certain Investors and other property or in kind securities to other Investors, including as necessary or advisable to address legal, accounting, business, tax, regulatory or other considerations or restrictions. After a distribution of securities is made to the Investors, many Investors may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by Investors may be lower than the value of such securities determined pursuant to the Prospectus and the Articles, including the value used to determine the amount of Performance Fee with respect to such investment.

Effects of Sub-Fund Liquidation. In the event that the Sub-Fund is put into liquidation, the timing of distributions in liquidation will be based in large part on the Sub-Fund's ability to dispose of its investments. Since certain investments may be difficult to dispose of at various times, Investors may not receive final liquidating distributions for a significant period of time following a determination to dissolve the Sub-Fund, potentially several years. During such times, the Investors will continue to be exposed to the risks associated with holding Shares and the value of the Shares remaining outstanding will continue to fluctuate with the value of the investments. The Investors will also be subject to continued payment of Management Fees and the Performance Fee, as applicable.

The Sub-Fund would not expect, and will not be required, to comply with the investment guidelines described in the Prospectus during any liquidation of its investment portfolio. In addition, the timing of liquidating distributions will be based in large part on the Sub-Fund's ability to withdraw from investments. Since certain investments may impose significant restrictions on withdrawal (including without limitation, minimum holding periods, infrequent withdrawal dates, holdbacks and the segregation of assets by the investments through the use of side-pockets), and other investments may have suspended, delayed or otherwise limited redemptions, Investors may not receive final liquidating distributions for a significant period of time following a determination to wind up the Sub-Fund, potentially several years. During such time, the Investors will continue to be exposed to the risks associated with holding Shares and the value of the Shares remaining outstanding will continue to fluctuate with the value of the Sub-Fund's investments. In addition to the liquidation of the Sub-Fund, the risks described above will also apply if the Investment Manager determines, in its sole discretion, to cease the Sub-Fund's operations, and the Sub-Fund compulsorily redeems all Investors.

In the event of a redemption of all or substantially all outstanding Shares of the Sub-Fund (including, without limitation, following a decision by the Board that the Sub-Fund cease operations), distributions in respect of such required redemptions, which may be made in multiple payments and in cash or in kind, will be made to Investors as determined by the Board in its reasonable and good faith discretion after proceeds are received from the disposition of the Sub-Fund's investments. Such distributions may be delayed by, among other things, minimum holding periods and redemption or transfer restrictions applicable to the Sub-Fund's investments, and Investors will continue to be subject to market risk until such investments are disposed of by the Sub-Fund. In addition, such distributions will be subject to the discretion of the Sub-Fund to provide reserves for expenses, liabilities and contingencies of the Sub-Fund, even if such reserves are not required by the relevant accounting standards, and the final distribution in respect of such required redemptions may not be made until completion of an audit of the Sub-Fund.

Similarly, the Board may have rights to compulsorily redeem any or all of a Sub-Fund's interest in an investment that may be similar to or different than those described above.

Duration of Liquidation. Following the dissolution of the Sub-Fund, the Sub-Fund may continue to hold investments until such time as the Board or a liquidating agent or other representative as appointed in accordance with the terms of the Prospectus or the Articles (the "Liquidator"), in its sole discretion, determines is appropriate (including to maximise gains or minimise losses), and the Liquidator shall have the full right and unlimited discretion to determine, in its

sole discretion, the time, manner and terms of any sale or sales of Sub-Fund property. For the avoidance of doubt, the Liquidator is not obligated to cause the Sub-Fund to distribute Sub-Fund property in kind, and the Sub-Fund may continue to hold investments for an extended period following the dissolution of the Sub-Fund.

Protection of Confidentiality. Subject to the exceptions set forth in the Prospectus and the Articles, including exceptions with respect to tax-related matters as described in the Prospectus and the Articles and disclosures to authorised representatives, Investors will be required to keep confidential any information relating to the Fund and Sub-Fund and its affairs, including the identities of the other Investors, all offering materials used in connection with the marketing and private placement of Shares in the Sub-Fund, all books and records of the Fund and Sub-Fund, any information or matter related to the Sub-Fund's investments and any communications from the Board, the AIFM or the Investment Manager. To protect the sensitive nature of this information, the Board, the AIFM and/or the Investment Manager may, to the maximum extent permitted by applicable law, keep confidential from any Investor any information the disclosure of which (i) may be required pursuant to the Freedom of Information Act, 5 U.S.C. § 552, or any comparable law or regulation, whether currently in force or enacted in the future, (ii) the Board believes that any such disclosure is not in the best interest of the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates, or is otherwise adverse to the interests of the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates, including as a result of such disclosure preventing the Sub-Fund from investing in an investment or in other investments sponsored by the same sponsor or (iii) the Fund, Sub-Fund, the AIFM, the Investment Manager or any of their affiliates is required by law or by an agreement with any person to keep confidential the information that would otherwise be disclosed to the Investor. With respect to any Investor that is subject to, or believes that it is subject to, any "freedom of information", "sunshine" or other law, rule or regulation that imposes upon such Investor an obligation to make certain information available to the public, the Sub-Fund will request confidential treatment, to the maximum extent permitted under such law, rule or regulation, of all confidential information. Each Investor will agree not to release any confidential information pursuant to any law, rule or regulation, including any "freedom of information", "sunshine" or similar law, without, to the maximum extent permitted by applicable law, first giving the Board at least 30 days' notice and providing the Board with its reasonable cooperation in contesting, eliminating or otherwise mitigating the obligation to make such release. Investors generally will bear the expenses of responding to disclosure requests, including in connection with state public records, similar freedom of information and other laws, whether or not the Sub-Fund succeeds in asserting confidentiality for requested documents and other materials, and BlackRock reserves the right to withhold certain information from Investors subject to such laws for reasons relating to BlackRock's public reputation, business strategy or other reasons. For the avoidance of doubt, nothing in the Prospectus and the Articles, or in any related document prevents an individual from communicating directly with a regulatory or law enforcement authority about any possible violation of law or regulation.

Disclosure of Information. Subject to the terms of the Prospectus and the Articles, the Sub-Fund, the AIFM, the Investment Manager and/or their respective affiliates and/or service providers or agents of the Sub-Fund, the AIFM or the Investment Manager may from time to time be required or may, in their sole discretion, determine that it is advisable to disclose certain information about the Fund, the Sub-Fund and the Investors, including investments held by the Sub-Fund and the names and level of beneficial ownership of Investors ("Confidential Information"), to (i) regulatory and/or taxing authorities of jurisdictions which have or assert jurisdiction over the disclosing party or in which the Sub-Fund directly or indirectly invests and/or (ii) any counterparty of or service provider to the Fund, the Sub-Fund, the AIFM or the Investment Manager. Furthermore, certain Investors may be required by law or otherwise to disclose Confidential Information. By virtue of signing the Subscription Form, each Investor will have consented to any such disclosures relating to such Investor. Such disclosures may affect the ability of the Sub-Fund to realise its investments, may affect the price that the Sub-Fund is

able to obtain upon any subsequent realisation or may otherwise adversely affect the Sub-Fund.

Electronic Delivery of Certain Documents. The Investors will be deemed to consent to electronic delivery or posting to a website or other service of: (i) any notices or communications required or contemplated to be delivered to the Investors by the Sub-Fund, the AIFM, the Investment Manager, or any of their respective affiliates, pursuant to applicable law or regulation; (ii) certain tax-related information and documents; and (iii) notices, requests, demands, consents or other communications and any financial statements, reports, schedules, certificates or opinions required to be provided to the Investors under the Prospectus, the Articles or under any other documents. There are certain costs and possible risks associated with electronic delivery. Moreover, the Sub-Fund, the AIFM, the Investment Manager, or any of their respective affiliates cannot provide any assurance that these communication methods are secure and will not be responsible for any computer viruses, problems or malfunctions resulting from the use of such communication methods. See also Section 6 of the General Section "*Investment Considerations and Risk Factors—Management—Information Technology Systems*" and "*Investment Considerations and Risk Factors—Management—Cyber Security*".

Mail. Mail addressed to the Fund or Sub-Fund and received at their registered office will be forwarded unopened to the forwarding address supplied by the Fund and Sub-Fund to be dealt with. None of the Fund, the Sub-Fund or any of the Fund's directors, officers, advisors or service providers will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address.

Adequacy and Availability of Insurance. While the Sub-Fund may seek to make investments where insurance and other risk management products are, to the extent available on commercially reasonable terms, utilised to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, such coverage may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and any insurance proceeds from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or any necessary replacement or rehabilitation, as applicable. Certain losses of a catastrophic nature (i.e., those caused by force majeure events) may be either uninsurable or insurable at such high rates as to adversely impact the Sub-Fund's profitability if such insurance were obtained.

Sovereign Immunity. The Articles and the Subscription Form relating to the Sub-Fund are governed by the laws of the Grandy Duchy of Luxembourg and provide for disputes to be determined by the courts of Luxembourg.

The Sub-Fund is an international sub-fund, and the Board may decide to admit Investors to the Sub-Fund notwithstanding that they may be established and based outside of the country in which the Articles and the Subscription Form are governed or in which disputes relating thereto are to be held. Investors may have either no assets or only limited assets in such country. Further, Investors admitted to the Sub-Fund may enjoy sovereign or other immunities and privileges under the law of the country in which the Articles and the Subscription Form are governed or in which disputes relating thereto are to be held or may claim to be restricted in their ability to submit to the jurisdiction of particular courts and tribunals, including those designated in the Articles and the Subscription Form. These factors may make it substantially more difficult for the Board or other parties to enforce the contractual obligations of an Investor in the Sub-Fund, if necessary, by obtaining a judgment or arbitration award and by enforcing that judgment or award against the Investor's assets.

Absence of US Regulatory Oversight. The offering and sale of Shares will be exempt from registration under the laws described below. Accordingly, the Sub-Fund's governing

documents have not been filed with, or reviewed by, the U.S. Securities and Exchange Commission ("SEC"), the CFTC or any other U.S. regulatory authority.

The Investment Manager is not required to be registered with the CFTC as a CPO and a commodity trading advisor, as defined by the CFTC. The CFTC regulations may, where applicable, provide certain protections to investors by imposing certain disclosure, reporting and recordkeeping obligations on CPOs. However, the Investment Manager or an Affiliate, with respect to the Sub-Fund, may claim an exemption from the obligations of a registered CPO pursuant to CFTC Rule 4.13(a)(3) and, accordingly, is not expected to be subject to certain regulatory requirements with respect to the Sub-Fund (which are intended to provide certain regulatory safeguards to investors) that would otherwise be applicable absent such an exemption. For example, the Investment Manager or such Affiliate is not expected to be required to deliver to Shareholders certified annual reports and a disclosure document that are otherwise required to be delivered pursuant to the CFTC regulations. Such materials would contain certain disclosures required thereby that may not be included herein or in the reports to be provided to the Shareholders by the Sub-Fund. An exemption under CFTC Rule 4.13(a)(3) is available to operators of pools (i) whose participants are limited to "accredited investors" as defined in Rule 501 of Regulation D under the Securities Act and "qualified eligible persons" as defined in CFTC Rule 4.7 and (ii) who engage in a limited amount of commodity interest transactions, among other things. As a result of the limitation on commodity interest transactions, the Sub-Fund's performance may be adversely affected. Each purchaser of Shares may be required to represent that it is a "qualified eligible person" (as defined in Rule 4.7 promulgated under the CFTC regulations). Generally, a "qualified purchaser" under the Investment Company Act is a "qualified eligible person" under the Commodity Exchange Act.

The Investment Manager is registered as an investment adviser under the Advisers Act and is consequently subject to the recordkeeping, disclosure and other fiduciary obligations specified in the Advisers Act.

Effect of Speculative Position Limits. In regulated industries and in certain markets, and in certain futures and derivative transactions, there may be limits on the aggregate amount of investment by affiliated investors that may not be exceeded without a regulatory filing, the grant of an exemption or other regulatory or corporate consent. For example, the CFTC, the U.S. commodities exchanges and certain non-U.S. exchanges have established limits referred to as "speculative position limits" or "position limits" on the maximum net long or net short (or, for some commodities, the gross) positions which any person or group of persons may own, hold or control in certain futures or options on futures contracts, and such rules generally require aggregation of the positions owned, held or controlled by related entities. Any such limits may prevent the Sub-Fund from acquiring positions that might otherwise have been desirable or profitable. Under certain circumstances, the Investment Manager may restrict a purchase or sale of securities, derivative instruments, or other assets on behalf of accounts (including the Sub-Fund) in anticipation of a future conflict that may arise if such purchase or sale would be made. Any such determination will take into consideration the interests of the relevant accounts, the circumstances that would give rise to the future conflict and applicable laws. Such determination will be made on a case by case basis.

In addition, pursuant to the Dodd-Frank Act, the CFTC has adopted position limit rules for futures contracts on 25 agricultural, energy and metal commodities, along with certain linked futures and options on futures contracts, as well as economically equivalent swaps. Such rules and any additional rules or rule amendments adopted by the CFTC in the future may hinder the Sub-Fund's ability to trade such products and could have a material adverse effect on the Sub-Fund.

The CFTC has also adopted rules and rule amendments that add certain exemptions from aggregation (certain aspects of which are currently subject to CFTC staff no-action relief), but which incorporate aggregation criteria which are more restrictive in some respects than prior rules. These rules and rule amendments require, among other things, that a trader aggregate

its positions in all pools or accounts that have substantially identical trading strategies. This requirement applies if a person holds positions in more than one account or pool with substantially identical trading strategies, or controls the trading of such positions without directly holding them, notwithstanding the availability of any exemption. Each Investor is responsible for complying with this requirement in connection with its investment in the Sub-Fund and any of its other investments and should consult with its own legal advisors with regard to this requirement.

New Issue Investments. FINRA rules regulate securities firms' activities related to the sale of "new issues" (as defined under applicable FINRA rules) to investment funds if "restricted" persons (generally, people engaged in the securities industry) or executive officers or directors (or persons supported by executive officers or directors) of certain companies hold beneficial interests in the Sub-Fund. As a result, to comply with the FINRA rules the Sub-Fund may, in the Investment Manager's sole and absolute discretion, elect not to participate in new issues.

Borrowing and Leverage. Subject to certain limitations set forth in the Prospectus and the Articles, the Sub-Fund may, from time to time, directly or indirectly, borrow or otherwise incur, guarantee and/or secure indebtedness, or provide other forms of credit support, at the level of the Sub-Fund, at a subsidiary of the Sub-Fund or at another entity through which the Sub-Fund invests on a secured or unsecured basis for any purpose permitted by the Prospectus, including (i) for investment purposes and funding acquisitions in anticipation of receiving further subscriptions; (ii) meeting redemption requests; (iii) funding any shortfall occasioned by an investor having defaulted on the settlement of its subscription; (iv) paying expenses in order to avoid forced, unplanned sales of portfolio securities, (v) bridge financing, (vi) to fund expense disbursements when liquid funds are not readily available and (vii) for hedging purposes and/or otherwise in connection with the use of swaps, options, futures contracts, forward contracts and other derivative instruments. As described below, failure to satisfy the terms of indebtedness incurred by the Sub-Fund or any such subsidiary (or any entity through which the Sub-Fund invests) can have negative consequences, including forced liquidation of investments in order to satisfy the borrower's obligations. Indebtedness may be secured by the assets of the Sub-Fund including without limitation, the Sub-Fund's bank accounts and investments. In addition, the Investment Manager intends to evaluate whether it is prudent and appropriate to incur leverage and there can be no assurance that leverage will be incurred given that adverse economic factors, such as a significant rise in interest rates or worsening of other available financing terms (including the maximum available advance rates in respect of the Fund's portfolio of investments), may cause the Investment Manager, in its discretion, to elect not to incur such leverage. There is also no assurance that leverage will be incurred. The Sub-Fund may generate leverage by its use of derivatives in accordance with the Sub-Fund's investment objective and investment strategy. Forward hedging permits the use of leverage, and accordingly, a relatively small movement in currency rates may result in a change in the value of the forward contract. The use of leverage in this manner may increase or decrease the volatility of the Sub-Fund and its sensitivity to changes in currency rates.

The extent to which the Sub-Fund or a subsidiary (or an entity through which the Sub-Fund invests) uses leverage and the applicable terms of such leverage may have important consequences to the Investors, including, but not limited to, the following: (a) greater fluctuations in the net assets of the Sub-Fund, (b) use of cash flow (including subscriptions) for debt service and related costs and expenses, rather than for additional investments, distributions or other purposes, (c) increased interest expense if interest rate levels were to increase, (d) in certain circumstances, the Sub-Fund being required to dispose of investments prematurely or at a loss or otherwise on unattractive terms in order to service the Sub-Fund's debt obligations, and (e) limitation on the flexibility of the Sub-Fund to make distributions to its Investors or sell assets that are pledged or charged to secure the indebtedness. There can be no assurance that the Sub-Fund will have sufficient cash flow to meet its debt service obligations. As a result, the Sub-Fund's exposure to losses may be increased due to the illiquidity of its investments generally. In addition, while gains made with borrowed funds

generally would cause the Sub-Fund's value to increase faster than without borrowed funds, losses incurred with borrowed funds would cause the Sub-Fund's value to decrease faster and more significantly than without the use of borrowed funds. Further, Investors may be obligated to subordinate any rights or claims they have against the Sub-Fund to the rights and claims of lenders. Credit facilities may impose certain restrictions on the operations of the Sub-Fund, including prohibiting or deferring distributions to Investors under certain circumstances.

While the Sub-Fund is subject to certain limits on borrowings as set forth in the Prospectus and the Articles, investment holding companies and/or special purpose entities formed by the Sub-Fund to hold investments (i.e., asset level vehicles) may engage in borrowings and incur leverage, which will not count towards any caps on borrowings and guarantees on the Fund, as contained in the Prospectus and the Articles. This is the case even if such borrowings or leverage by entities owned by the Fund engage in joint borrowings and/or are cross-collateralised with or among other such entities, such that multiple investments secure, and are at risk with respect to, a borrowing in connection with a single investment (even if the amounts involved are greater than the single investment diversification limit set forth in the Prospectus and the Articles).

It is expected that interest will accrue on any such outstanding borrowings at a rate lower than the preferred return, which does not accrue on such borrowings and will begin accruing when capital contributions to fund such investments, or to repay borrowings used to fund such investments, are actually made to the Sub-Fund. As a result, the use of a credit facility with respect to investments and ongoing capital needs may reduce or eliminate the preferred return received by the Investors and accelerate or increase distributions of carried interest. Furthermore, calculations of invested capital for purposes of determining Management Fees will include any borrowings used to fund such investments. Because the preferred return does not accrue on such outstanding borrowings, the Board has an incentive to cause the Sub-Fund to borrow in this manner in lieu of receiving subscriptions and, in view of the fact that the Management Fee payable by the Sub-Fund is the same whether investments are funded with capital contributions or Sub-Fund borrowings, the Board may benefit from operating the Sub-Fund in this manner. As a general matter, use of leverage in lieu of receiving subscriptions amplifies returns (either negative or positive) to Investors.

The Sub-Fund may need to refinance its outstanding debt as it matures and financing obtained at the time of investment may not be available for the life of the asset. Additionally, the Management Fee will be calculated on the Net Asset Value, which may include any amount funded by borrowings or other indebtedness. A decrease in the market value of the investments would increase the effective amount of leverage and could result in the possibility of a violation of certain financial covenants pursuant to which the Sub-Fund must either repay all or a portion of such leverage, which could cause foreclosure or forced liquidation of the pledged or charged assets.

The Board has the right, at its option, to cause the Sub-Fund and any other entity established as part of the Sub-Fund to incur indebtedness or leverage or provide other forms of credit support either individually or on a joint and several basis and accordingly leverage may be incurred jointly with other vehicles. In such circumstances, indebtedness may be structured in a way that (i) the individual vehicles (including the Sub-Fund) are jointly and/or severally responsible (including on a cross-guaranteed or cross-collateralised basis and/or through the provision of other credit support) for the repayment (directly or indirectly) of indebtedness and/or (ii) the assets of any vehicle (including the Sub-Fund) are pledged or charged to secure indebtedness obtained for the benefit of one or more other vehicles (or third party sponsors). In certain circumstances, any vehicle (including the Sub-Fund) may provide credit support as described in this paragraph with respect to an obligation of one or more other vehicles even if such other vehicles do not provide similar credit support in connection with such leverage and no compensation is paid for providing such credit support. Investments may also be cross-collateralised or cross-defaulted, such that multiple investments may be subject to the risk of

loss. As a result, the Sub-Fund could lose its interests in performing investments in the event such investments are cross-collateralised or cross-defaulted with poorly performing or nonperforming investments.

Seed Facility. The Sub-Fund or its subsidiaries may enter into a Seed Facility prior to, on or following the First Subscription Date in order for the Sub-Fund to acquire the Seed Portfolio. Any such Seed Facility may be entered into with BlackRock or one of its Affiliates. In such circumstances, the Seed Lender under any Seed Facility may therefore be an Affiliate of the AIFM and the Investment Manager. Whilst BlackRock considers that such a Seed Facility will generally contain customary market terms, including, but not limited to, the interest payable by the Sub-Fund on borrowings drawn down pursuant to the Seed Facility, such arrangements could give rise to a conflict of interest between the Sub-Fund in entering into the Seed Facility and the affiliated Seed Lender and in the negotiation and agreement of the terms of such Seed Facility. In addition, the Seed Lender will have different interests and priorities which may conflict with those of the Sub-Fund and the Investors, in particular its interest in receiving interest and other fees under the Seed Facility, along with repayment of all amounts outstanding. The Seed Lender may, in certain circumstances, pursue or enforce rights or take other actions with respect to the Sub-Fund.

Financing Risks. The economic performance of investments generally assumes financial leverage and structuring, which introduces potential risks regarding such assumptions and of potential refinancing. There is a risk that the current availability of debt providers, tax equity investors or other sources of finance will not continue in the future. Further, there is a risk that while such financing partners may be available, they will not participate at spreads or levels as have been assumed. Finally, in certain instances the financing obtained at the time of investment may not be available for the life of the asset. For example, if leverage with respect to an investment must be repaid, the investments may not be able to obtain new leverage to repay such leverage or, if it is able to obtain such new leverage, it may not be able to obtain it on terms that are as favourable as those it obtained with respect to the prior leverage (including with respect to the maximum advance rates available in respect of the Sub-Fund's investments). Therefore, there is a risk that, in the future, the financing market may materially change and impact the return on the Sub-Fund's investments.

Additional Different Terms. The Sub-Fund has established and may in the future establish classes of Shares that are subject to terms that are different than those to which the Shares held by any given Shareholder are subject, including, without limitation, classes of Shares that are subject to different liquidity terms than other classes of Shares. The Sub-Fund may also in the future establish classes of Shares that are subject to terms that are different than those to which the Shares offered pursuant to this Prospectus are subject for prospective Shareholders. The terms of such Shares may permit their holders to redeem more frequently or on less notice than is permitted for the Shares offered pursuant to this Prospectus. Redemptions by holders of such Share Classes could have an adverse impact on the value of the other Shareholders' Shares and could result in the Sub-Fund being required to liquidate their assets at a time when it is not considered by the AIFM or Investment Manager to be an optimal time to do so, which could have a material adverse effect on the Sub-Fund's portfolio. In addition, holders of Share Classes with more frequent liquidity may possess information relating to the Sub-Fund at a time that they are permitted to submit a redemption request. Shareholders holding Share Classes with less frequent liquidity may also possess such information, but are unable to submit redemption requests at such time (unlike holders of classes of Shares with more frequent liquidity). As a result, Shareholders holding classes of Shares with less frequent liquidity may be harmed by substantial redemptions by Shareholders holding classes of Shares with more frequent liquidity. In addition, given the High Water Mark for each Share Class begins on the date of the launch of such Share Class, a Share Class launched subsequent to another Share Class may provide the Investment Manager with the opportunity to receive the Performance Fee in a shorter time frame than the Share Classes launched at such earlier date.

Uncertainty of Estimates. Given the various factors affecting estimates regarding the Sub-Fund's Net Asset Value, Investors should note that any estimates as to the size of the Sub-Fund, the Sub-Fund's Net Asset Value or similar are complex and require significant decisions and assumptions, and such estimates are subject to wide variances based on changes in the decisions and assumptions upon which they are based. Accordingly, it is possible for such estimates to be significantly revised from time to time and any estimate as to the size of the Sub-Fund, the Sub-Fund's Net Asset Value or similar in this Schedule should not be relied upon by investors. In particular, the fees and expenses set out in Section 2 of this Schedule are based upon, among other things, such estimates of the size of the Sub-Fund, the Sub-Fund's Net Asset Value and similar measurements, and therefore may not accurately reflect the actual fees and expenses which each Investor will be required to bear.

**8.2 Investment**

Investment and Trading Risks. All investments in securities and other financial instruments risk the loss, including the complete loss, of capital. The Sub-Fund's investment program may utilise investment techniques with significant risk characteristics, including risks arising from leverage, margin transactions, short sales, swaps, options on securities and forward contracts, volatility of the credit, fixed income, equity, commodity, currency and other financial markets, the risk of loss from counterparty defaults and the risks of borrowing or in relation to the incurrence of indebtedness, including for purposes of making investments, and risks associated with making investments outside developed markets. These investment techniques may, in certain circumstances, increase the adverse impact to which the Sub-Fund may be subject.

Investment Strategy and Allocation. The Sub-Fund has established certain investment criteria and allocation targets as described in its investment guidelines. These investment criteria and allocation targets are intended to provide Investors with an understanding of the Sub-Fund's current investment strategy. However, due to a variety of factors, including prevailing market conditions and available opportunities, these criteria and/or targets may not be met, may change or may be exceeded. This may be the case, for example, due to the uncertainty of appropriate investment opportunities in the future. Investors should understand that any targets of the Sub-Fund (other than those prescribed by regulation) are not strict policies that BlackRock will necessarily follow and that BlackRock has complete flexibility to invest the Sub-Fund's assets as it sees fit under then prevailing circumstances.

Limitations on Potential Investments. The Sub-Fund's investment restrictions may restrict the universe of investments that the Investment Manager may select for the Sub-Fund and may prevent the Investment Manager from selecting certain investments for the Sub-Fund that would otherwise have been selected. Other Client Accounts may have similar investment objectives to that of the Sub-Fund and may invest in potential investments that the Sub-Fund's investment restrictions may restrict. The investment performance of the Sub-Fund and any such Client Accounts may vary significantly as a result of different investments and/or different investment allocations made by the Sub-Fund because of the Sub-Fund's investment restrictions. See Section 4 "*Summary of Principal Terms of the and Conditions of the Offering*".

Inflation. The U.S., the UK, the EU and other developed economies have been experiencing, starting early 2022, higher-than-normal inflation rates. It remains uncertain whether substantial inflation in such economies will be sustained over an extended period of time or have a significant effect on the impacted economies. Inflation and rapid fluctuations in inflation rates have had in the past, and may in the future have, negative effects on economies and financial markets. Certain portfolio companies may be impacted by inflation, such as current inflation related to global supply chain disruptions, and to geopolitical uncertainties resulting from the Russian invasion of Ukraine, and NATO's and the international community response thereto. Recent inflationary pressures have increased the cost of energy and raw materials and may adversely affect consumer spending, economic growth and operations of portfolio companies.

If portfolio companies are unable to pass any increases in their costs along to their customers, it could adversely affect their results and impact their profitability. In addition, any projected future decreases in portfolio companies' operating results due to inflation could adversely impact the fair value of those investments. Any decreases in the fair value of the Sub-Fund's investments could result in future realised or unrealised losses and therefore reduce the Sub-Fund's net assets and/or investment returns. There can be no assurance that inflation will not have an adverse impact on the Sub-Fund's returns.

Inflation Rate Risk. The Sub-Fund and the entities in which it will directly or indirectly invest may invest in countries that have experienced substantial rates of inflation in recent years. If the inflation rate changes, the net cash flows arising at the investment level may be adversely affected. Inflation and rapid fluctuations in inflation rates have had, and may in the future have, negative effects on the economies and securities markets of certain economies. There can be no assurance that inflation will not become a problem in the future and have an adverse impact on the Sub-Fund, and the entities in which it directly or indirectly invests, investing in these countries or the returns from such investments.

Interest Rate Risks. General interest rate fluctuations may have a substantive negative impact on the investments and the Sub-Fund's investment opportunities. Changes in interest rates may adversely affect the value or profitability of the assets of the Sub-Fund, as a result of, inter alia, internal pressure on cash flows of portfolio companies in which the Sub-Fund has made investments, especially those with significant additional debt liabilities. In addition, changes in the general level of interest rates may impact the Sub-Fund's rate of return by affecting the spread between, among other things, the income on its assets and the expense of any of its interest-bearing liabilities and accordingly may have an adverse effect on the Sub-Fund's investment objectives. An increase in interest rates would make it more expensive to utilise leverage in making investments.

Interest rate changes may affect the value of the assets of the Sub-Fund indirectly (in particular with respect to fixed rate instruments) and directly (in particular with respect to instruments whose rates are adjustable). For example, the value of fixed-rate debt and preferred stock securities can be expected to vary inversely with changes in prevailing interest rates.

Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Adjustable interest rate instruments also react to interest rate changes in a similar manner, although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). During periods of rising interest rates, the average life of certain fixed rate debt and preferred stock securities is extended because of slower than expected principal payments. This may lock-in a below-market interest rate and extend the duration of these securities, especially mortgage related securities, making them more sensitive to changes in interest rates. As a result, in a period of rising interest rates, these securities may exhibit additional volatility and additional loss in value. For other investments, a rise in interest rates could trigger a prepayment of the principal investment by the borrower prior to the investment's maturity.

Interest rates are highly sensitive to many factors beyond the control of the Sub-Fund or the Investment Manager, including, but not limited to, governmental, monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits and regulatory requirements.

To the extent the European Central Bank's, the U.S. Federal Reserve System's, or other central banks' deposit rate from time to time results in a bank incurring negative deposit rates as a result of maintaining any accounts on the Sub-Fund's behalf, the Sub-Fund will be required to reimburse such bank in an amount equal to the chargeable interest incurred on such accounts as a result of such negative deposit rates. Any such payments may have a negative impact on the amounts available to the Sub-Fund to distribute to Shareholders.

Currently, interest rates are generally rising, and such increases may have an adverse impact on the performance of the Sub-Fund. However, the performance of the Sub-Fund may also be affected adversely by a fall in interest rates.

Foreign Exchange Risk. Changes in foreign currency exchange rates may affect the value of investments. Currencies of certain countries may be volatile and therefore may affect the value of investments denominated in such currencies, which means that the Net Asset Value of the Sub-Fund could decline as a result of changes in the exchange rates between foreign currencies and the reference currency of the Sub-Fund. The Sub-Fund's reference currency is generally the Euro; however, certain investments may be made in or affected by other currencies, in which case changes in the foreign currency exchange rates between the Euro and such other currencies may also impact returns.

The Investment Manager may operate a hedging program. The hedging program would seek to mitigate the impact of changes in currency exchange rates that affect the value of investments. The program would involve the Sub-Fund seeking to undertake hedging transactions depending on market conditions. There is no guarantee that any such hedging activities will be successful.

Defaults, prepayments, trading and other events increase the risk of a mismatch between the currency hedges and investments. This may cause losses. In addition, the Sub-Fund may be limited at the time of reinvestment in its choice of investments because of the cost of such hedging and due to any restrictions binding on it with respect to such hedging.

Hedging techniques employed by the Investment Manager may be entered into whether the hedged currency is declining or increasing in value relative to the reference currency of the Sub-Fund. Although these techniques are intended to minimise the risk of loss due to a decline in the value of the hedged currency, at the same time they may limit any potential gain that might be realised should the value of the hedged currency increase. In addition, the precise matching of amounts with respect to the hedging techniques employed and the value of the underlying securities or other assets will not generally be possible. For example, precise matching of forward foreign exchange contract amounts generally is not possible; various factors may impact this matching, including, but not limited to, differing interest rates between currencies. Therefore, the successful execution of a hedging strategy which matches exactly the profile of the underlying investments and other assets cannot be assured.

Currency Concentration Risk. At certain times, the Sub-Fund's investments may be concentrated and a significant proportion of the Sub-Fund's assets may be denominated in a single currency. To the extent that there is a concentration in a single currency, the overall impact of adverse developments in the currency could be considerably greater than if there had not been such a concentration.

Hedging Risks. The Investment Manager may utilise a variety of financial instruments, such as swaps, options, futures contracts, forward contracts and other derivatives, for various hedging purposes, including to protect against possible changes in the market value of the Sub-Fund's investments resulting from fluctuations in the securities markets and changes in interest rates, protect unrealised gains in the value of the investments, facilitate the sale of any such investments, enhance or preserve returns, spreads or gains on any investment in the Sub-Fund, hedge the interest rate or currency exchange rate on certain liabilities or assets or protect against any increase in the price of any securities or other instruments which the Investment Manager anticipates purchasing on behalf of the Sub-Fund at a later date or for any other reason that the Investment Manager deems appropriate. However, other than as prescribed under the ELTIF Regulation, the Investment Manager is not obligated to, and may choose not to, hedge against risks. Where consistent with its investment objectives and policy, the Sub-Fund may utilise over-the-counter ("OTC") FX derivative instruments including, as part of its investment policy for hedging purposes. Any such hedging is designed to mitigate risk

and the Investment Managers do not intend to generate leverage through hedging activities or enter into hedging arrangements for speculative purposes.

Hedging techniques involve risks different than those of underlying investments. In particular, the variable degree of correlation between price movements of hedging instruments and price movements in the position being hedged by the Sub-Fund creates the possibility that losses on the hedge may be greater than gains in the value of investments. Such losses can be substantial and include losses on the hedged position, the attempted hedged position or both. Hedging transactions also generally limit the potential gain which might result if the value of an investment should increase, due to the cost of hedging or a decline in the value of the hedged position. As a result, although the Investment Manager may enter into hedging transactions with respect to the Sub-Fund to seek to reduce risk, those transactions may result in a poorer overall performance for the Sub-Fund than if it had not engaged in any such hedging transactions.

The ability of the Sub-Fund to hedge successfully will depend on the ability of the Investment Manager to predict pertinent market movements and to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the investments in the portfolio being hedged, which cannot be assured. Since the characteristics of many securities change as markets change or time passes, the success of the hedging strategy with respect to any of the Sub-Fund's investments is subject to the Investment Manager's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. For a variety of reasons, in managing the Sub-Fund, the Investment Manager may not seek, or be able, to establish a perfect correlation between a hedging instrument and the position being hedged, and may not anticipate a particular risk so as to hedge against it. Any such imperfect correlation may prevent the Investment Manager from achieving the intended hedge or expose the Sub-Fund to risk of loss. In addition, the Sub-Fund will always be subject to risks that cannot be hedged. Accordingly, there can be no assurance that all or any portion of the Sub-Fund's investments will be hedged against investment risks or that the hedging strategies, if employed, will prove successful.

The Investment Manager or its delegates may enter into forward contracts and options on behalf of the Sub-Fund (or a subsidiary thereof) which are not traded on exchanges and are generally not regulated. There are no limitations on daily price moves of forward contracts. Counterparties with whom the Sub-Fund may maintain accounts may require the Sub-Fund to deposit margin with respect to such trading (including pursuant to EMIR, see Section 6.3 of the General Section "*Certain Legal and Regulatory Risks*"). The Sub-Fund's counterparties are not required to continue to make markets in such contracts and these contracts can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain counterparties have refused to continue to quote prices for forward contracts or have quoted prices with an unusually wide spread (the difference between the price at which the counterparty is prepared to buy and that at which it is prepared to sell). Arrangements to trade forward contracts may be made with only one or a few counterparties, which potentially reduces liquidity. The imposition of credit controls by governmental authorities might limit such forward trading to less than that which the Investment Manager would otherwise recommend, to the possible detriment of the Sub-Fund. In addition, the Sub-Fund may be exposed to credit risks with regard to counterparties with whom it trades as well as risks relating to settlement default (see Section 6 of the General Section "*Investment Considerations and Risk Factors–Management–Settlement Risks*" and *"Investment Considerations and Risk Factors–Counterparty Risk*"). Such risks could result in substantial losses to the Sub-Fund.

Recent legal, regulatory and market developments and related regulations and other requirements (including in respect of documentation, clearance and settlement practices) may significantly increase costs of entering into hedging transactions, lead to the Sub-Fund's inability to purchase additional investments or have unforeseen legal consequences for the Sub-Fund or the Investment Manager or have other material adverse effects on the Sub-Fund.

There can be no assurance that hedging transactions will be successful in protecting against adverse market and/or currency movements.

Interest Rate Hedging. The Sub-Fund may enter into interest rate hedging agreements. The Sub-Fund's interest rate hedging activity will vary in scope based on the level and volatility of interest rates, the type of portfolio investments held, the denomination of investments and other changing market conditions. Interest rate hedging may fail to protect or could adversely affect the Sub-Fund because, among other things:

(i) interest rate hedging can be expensive, particularly during periods of rising or volatile interest rates;

(ii) available interest rate hedging may not correspond directly with the interest rate risk for which protection is sought;

(iii) the duration of the hedge may not match the duration of the related liability;

(iv) the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs the Sub-Fund's ability to sell or assign its side of the hedging transaction;

(v) the party owing money in the hedging transaction may default on its obligation to pay; and

(vi) the Sub-Fund's hedging activity may adversely affect the Sub-Fund's returns.

Therefore, while the Sub-Fund may enter into hedging transactions to seek to reduce interest rate risks, unanticipated changes in interest rates may result in poorer overall investment performance than if the Sub-Fund had not engaged in any such hedging transactions. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the portfolio positions being hedged may vary. Moreover, for a variety of reasons, the Sub-Fund may not seek to establish a perfect correlation between such hedging instruments and the investments being hedged. Any such imperfect correlation may prevent the Sub-Fund from achieving the intended hedge and expose the Sub-Fund to risk of loss.

Derivatives Risk. Derivative instruments, or “derivatives”, include swaps, options, futures contracts, forward contracts and other instruments and contracts that are derived from, and are valued in relation to, one or more underlying securities, financial benchmarks, or indices (each, a “reference asset”). Derivatives typically allow an investor to hedge or speculate, on a leveraged basis, upon the price movements of a particular reference asset at a fraction of the cost of acquiring, borrowing, or selling short the reference asset; provided, however, that the Sub-Fund will utilise derivatives for hedging purposes only.

The value of a derivative depends largely upon price movements in the reference asset. Therefore, many of the risks applicable to trading the reference asset are also applicable to derivatives trading. Consequently, if the reference asset that is the subject of a derivative is subject to risks described elsewhere in the Prospectus, then such derivative will also be subject to those risks. However, there are a number of additional risks associated with derivatives trading. For example, derivatives may have very high leverage embedded in them, which significantly increases the sensitivity of the market value of derivatives to changes in the market value of the reference assets and may result in losses greater than the amount of the investment. Derivatives are also subject to various other types of risk, including market risk, liquidity risk, structuring risk, event risk, counterparty financial soundness, credit worthiness, performance and termination risk, legal risk, and operational risk. Moreover, the use of derivatives involves a risk of the loss of the entire amount invested or, in the case of certain derivatives transactions (e.g., selling (writing) an “uncovered” option), unlimited loss.

Transactions in certain derivatives are subject to certain regulatory and exchange requirements that may restrict the Sub-Fund’s use of such derivatives. For example, the U.S. Commodity Futures Trading Commission and U.S. futures exchanges have established limits

referred to as “speculative position limits” on the maximum net long or net short position which any person may hold or control in particular commodity contracts. All of the positions held by all accounts owned or controlled by the Investment Manager, including the Sub-Fund, will be aggregated for the purposes of determining compliance with position limits. It is possible that the trading instructions for the Sub-Fund may have to be modified and that positions held by the Sub-Fund may have to be liquidated in order to avoid exceeding such limits. Such modification or liquidation, if required, could adversely affect the operations and profitability of the Sub-Fund.

Transactions in other derivatives (e.g., forward contracts and certain swaps) are subject to risks of trading in the “over-the-counter” markets described below. Transactions in other derivatives (e.g., non-U.S. futures contracts) may involve executing and clearing trades on non-U.S. exchanges and, therefore, are subject to risks of trading on such exchanges. No U.S. organisation regulates the activities of a non-U.S. exchange, including the execution, delivery and clearing of transactions on such an exchange, and no U.S. regulator has the power to compel enforcement of the rules of the non-U.S. exchange or the laws of non-U.S. jurisdictions. Moreover, such laws or regulations will vary depending on the jurisdiction in which the transaction occurs. For these reasons, in connection with such investments, the Sub-Fund may not be afforded certain of the detailed financial, trade practice and customer protections which apply to derivative transactions executed and cleared on a U.S. exchange, including the right to use U.S. alternative dispute resolution procedures.

Certain derivative instruments that the Sub-Fund may use for hedging purposes, including total rate of return swaps and other credit derivatives, are relatively recent developments in the financial markets. Consequently, there are certain legal, tax, regulatory and market uncertainties that present risks in entering into such derivatives. For example, there is currently little or no case law or litigation characterising total rate of return swaps or other credit derivatives, interpreting their provisions, or characterising their tax treatment. In addition, regulations and laws may apply to total rate of return swaps and other credit derivatives that have not heretofore been applied. There can be no assurance that future decisions construing similar provisions to those in any swap agreement or other related documents or additional regulations and laws governing such derivatives will not have a material adverse effect on the Sub-Fund.

OTC Transactions. There is less governmental regulation and supervision of transactions in OTC markets (in which currencies, forward, spot and option contracts, credit default swaps, total return swaps and certain options on currencies and other types of derivative instruments are generally traded) than organised exchanges. Many of the protections afforded to transactions on organised exchanges such as the performance guarantee of an exchange clearing house may not exist for OTC transactions. The risk of counterparty default therefore exists (See Section 6 of the General Section *“Investment Considerations and Risk Factors—Management—Counterparty Risks*”). Other risks include:

(i) price risk – the risk that a price change in the market underlying a derivative contract or in the derivative contract itself, is adverse to the derivative position held;

(ii) leveraging risk – due to the nature of derivatives, it is possible to create greater exposure to a market than the assets backing the position, thus potentially magnifying the risk of loss; and

(iii) liquidity risk – the risk that a derivative position cannot be reversed.

Further, in contrast to exchange traded instruments, forward, spot and option contracts on currencies do not provide the Investment Manager or its delegate with the possibility to offset a Sub-Fund’s obligations through an equal and opposite transaction. For this reason, entering into forward, spot or options contracts, the Sub-Fund may be required, and must be able to, perform its obligations under the contracts.

Investments May be Concentrated. Except as set forth in the Prospectus or Articles, there can be no assurance as to the degree of diversification that will be achieved in the Sub-Fund's investments, and the Sub-Fund's investment portfolio could become highly concentrated (in terms of geography, currency, sector, asset class or otherwise), and the performance of a few holdings may substantially affect its aggregate return. Concentrated investment exposure by the Sub-Fund could magnify the other risks described herein. Similarly, as a result of disposal of assets during the winding up of the Sub-Fund, the Sub-Fund may not be able to dispose of assets across various asset classes proportionally, which could result in the Sub-Fund becoming highly concentrated.

Risks Related to Data Protection. Data protection and regulations related to privacy, data protection and information security could increase costs, and a failure to comply could result in fines, sanctions or other penalties, which could materially and adversely affect the results of operations of a portfolio company, issuer and/or Underlying Fund as an investment.

Investments, issuers and the Sub-Fund are subject to regulations related to privacy, data protection and information security in the jurisdictions in which they do business. As privacy, data protection and information security laws are implemented, interpreted and applied, compliance costs may increase, particularly in the context of ensuring that adequate data protection and data transfer mechanisms are in place.

Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended (the "GDPR") took direct effect across EU Member States on 25 May 2018. The GDPR seeks to harmonise national data protection laws across the EU, while at the same time, modernising the law to address new technological developments. Compared to the previous EU data protection laws derived from the Data Protection Directive (Directive 95/46/EC) (which was replaced by the GDPR), the GDPR notably has a greater extra-territorial reach and has a significant impact on data controllers and data processors either with an establishment in the EU, or which offer goods or services to EU data subjects or monitor EU data subjects' behaviour within the EU. The regime imposes more stringent operational requirements on both data controllers and data processors, and introduces significant penalties for non-compliance with fines of up to 4% of total annual worldwide turnover or €20 million (whichever is higher), depending on the type and severity of the breach.

Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (the "ePrivacy Directive"), might be repealed by the proposal for a regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications (the "ePrivacy Regulation") which aims to reinforce trust and security in the digital single market by updating the legal framework on ePrivacy. A draft of the ePrivacy Regulation is subject to ongoing trilogue negotiations (between the Council of the EU, the European Parliament and the European Commission). A compulsory grace period of a maximum of two years will then apply to allow EU Member States to implement the ePrivacy Regulation before it is brought into effect.

Compliance with current and future privacy, data protection and information security laws could significantly impact current and planned privacy and information security related practices, the collection, use, sharing, retention and safeguarding of personal data and some of our current and planned business activities. A failure to comply with such laws could result in fines, sanctions or other penalties, which could materially and adversely affect results of operations and overall business, as well as have an impact on reputation.

Material, Non-Public Information. From time to time, the Investment Manager may come into possession of confidential or material, non-public information concerning an issuer in which the Sub-Fund has invested, or may invest, and the possession of such information may limit

the ability of the Sub-Fund to acquire or dispose of investments. The Sub-Fund's investment flexibility may be constrained as a consequence of the Investment Manager's inability to use such information for investment purposes. The Investment Manager may be subject to other restrictions on its investment flexibility. See Section 4 (*Summary of Principal Terms and Conditions of the Sub-Fund*).

Restrictions on Repatriation of Capital and Profits. The Sub-Fund may invest directly and indirectly in countries that control, in varying degrees, the repatriation of capital and profits that result from foreign investment. In such countries, capital markets, often opaque, continue to be highly regulated and will likely be subject to *continuing* government restrictions. There can be no assurance that the Sub-Fund or its investments will be permitted to repatriate capital or profits, if any, from these countries.

Cash, Cash Equivalents and other Liquid Instruments. The Sub-Fund is expected to hold cash, cash equivalents, U.S. and non-U.S. government bonds, and other short-term securities, or money market funds pending investment, to fund anticipated redemptions or expenses or for such other reasons as determined by the Investment Manager in its sole discretion. Any such positions could prevent the Sub-Fund from achieving its investment objective.

Subject to applicable laws, the Sub-Fund may invest in cash management products that are sponsored, managed or serviced by the Investment Manager or its affiliates. In connection with any of these investments, the Sub-Fund will bear all fees pertaining to the investments, including advisory, administrative or 12b-1 fees.

Non-EU Investments. Investments in jurisdictions outside the EU involve certain considerations not typically associated with investing in EU, including risks relating to (i) currency exchange matters (including fluctuations in the rate of exchange between the Euro and the various non-Euro currencies in which the Sub-Fund's investments may be denominated (including risks associated with potentially rapid inflation), and costs associated with conversion of investment principal and income from one currency into another); (ii) exposure to fluctuations in interest rates payable with respect to the instruments in which the Sub-Fund invests; (iii) differences in conventions relating to documentation, settlement, corporate actions, stakeholder rights and other matters; (iv) differences between EU and non-EU credit and securities markets (including potential price volatility in, and relative illiquidity of, certain non-EU credit and securities markets); (v) the absence of uniform accounting, auditing, and financial reporting standards, practices and disclosure requirements, and less or more government supervision and regulation; (vi) certain economic, social and political risks (including potential exchange control regulations, restrictions on non-EU investment and repatriation of capital, and the risks of political, economic, governmental or social instability (including the risk of sovereign defaults, regulatory change, and the possibility of expropriation or confiscatory taxation)); (vii) the possible imposition of non-EU taxes on income, gains and gross sales or other proceeds recognised with respect to non-EU securities or instruments; (viii) the application of complex EU and non-EU tax rules to cross-border investments; (ix) possible non-EU tax return filing requirements for the Sub-Fund and/or certain Investors; (x) differing and potentially less well-developed or well-tested corporate laws regarding stakeholder rights, creditors' rights (including the rights of secured parties), fiduciary duties and the protection of investors; (xi) differences in the legal and regulatory environment (including enhanced legal and regulatory compliance); (xii) political hostility to investments by foreign or private equity investors; and (xiii) less publicly available information.

Additionally, the Sub-Fund may be less influential than other market participants in jurisdictions where the Sub-Fund, the AIFM and/or the Investment Manager and their affiliates do not have a significant presence, and it may have greater difficulty enforcing its legal rights in a non-EU jurisdiction. The Sub-Fund may be subject to additional risks, which include possible adverse political and economic developments, possible seizure or nationalisation of foreign deposits and possible adoption of governmental restrictions which might adversely affect the payment of principal and interest to investors located outside the country of the issuer, whether from

currency blockage or otherwise. Furthermore, certain of the Sub-Fund's investments may be subject to brokerage taxes levied by non-EU governments, the effect of which would be to increase the cost of such an investment and reduce the realised gain (or increase the realised loss) on such an investment at the time of its disposition. While the Investment Manager intends, where it deems appropriate, to manage the Sub-Fund in a manner that will minimise exposure to the foregoing risks and to take these factors into consideration in making investment decisions for the Sub-Fund, there can be no assurance that adverse developments with respect to such risks will not adversely affect the assets of the Sub-Fund that are held in certain non-EU jurisdictions.

Emerging Markets. The Sub-Fund may invest a limited portion of its assets in, or in investments with exposure to, emerging markets. The value of emerging market investments may be significantly affected by certain considerations not usually associated with investing in developed market companies or countries, including political and economic considerations, the potential difficulty of repatriating funds, general social, political and economic instability and adverse diplomatic developments and the low volume of trading, resulting in potential lack of liquidity and in price volatility, and certain government policies that may restrict the Sub-Fund's investment opportunities. There is also less regulation, generally, of the securities markets in emerging market countries than there is in developed markets.

There may be additional impacts on the value of assets in, or investments with exposure to, emerging markets as a result of sustainability risks, in particular those caused by environmental changes related to, and which may be exacerbated by, climate change, social issues (including but not limited to relating to labour rights) and governance risk (including but not limited to risks around board independence, ownership and control, or audit and tax management). The Investment Manager may also encounter problems in assessing investment opportunities in certain emerging markets in light of limitations on available information.

Sustainability Risks. Sustainability risk is an inclusive term to designate investment risk (probability or uncertainty of occurrence of material losses relative to the expected return of an investment) that relates to environmental, social or governance issues.

Sustainability risk around environmental issues includes, but is not limited to, physical and transition risk. Physical risk arises from the physical effects of climate change, acute or chronic. For example, frequent and severe climate-related events can impact products and services and supply chains. Transition risk, whether policy, technology, market or reputation risk arises from the adjustment to a low-carbon economy in order to mitigate climate change. Risks related to social issues can include but are not limited to labour rights and community relations. Governance related risks can include, but are not limited to, risks around board independence, ownership and control, or audit and tax management. These risks can impact an issuer's operational effectiveness and resilience as well as its public perception and reputation, affecting its profitability and in turn, its capital growth, and ultimately impacting the value of Shares in the Sub-Fund.

These are only examples of sustainability risk factors and sustainability risk factors do not solely determine the risk profile of the investment. The relevance, severity, materiality and time horizon of sustainability risk factors and other risks can differ significantly between investments.

Sustainability risk can manifest itself through different existing risk types (including, but not limited to, market, liquidity, concentration, credit, asset-liability mismatches etc.). By way of example, the Sub-Fund may invest in the equity or debt of an issuer that could face potentially reduced revenues or increased expenditures from physical climate risk (e.g., decreased production capacity due to supply chain perturbations, lower sales due to demand shocks or higher operating or capital costs) or transition risk (e.g., decreased demand for carbon-intensive products and services or increased production costs due to changing input prices).

As a result, sustainability risk factors may have a material impact on an investment, may increase the volatility, affect liquidity and may result in a decrease in the value of Shares in the Sub-Fund.

The impact of such risks may be higher for investments in subsidiary holding companies, partnerships, other co-investment vehicles and/or Underlying Funds with particular sectoral or geographic concentrations (e.g., those with geographical concentration in locations susceptible to adverse weather conditions where the value of the investments in the subsidiary holding companies, partnerships, other co-investment vehicles and/or Underlying Funds may be more susceptible to adverse physical climate events) or with specific sectoral concentrations such as investing in industries or issuers with high carbon intensity or high switching costs associated with the transition to low carbon alternatives.

All or a combination of these factors may have an unpredictable impact on the Sub-Fund's investments. Under normal market conditions, such events could have a material impact on the value of Shares in the Sub-Fund.

Assessments of sustainability risk are specific to the asset class and to the Sub-Fund's objective. Different asset classes require different data and tools to apply heightened scrutiny, assess materiality, and make meaningful differentiation among issuers and assets. Risks are considered and risk managed concurrently, by prioritising based on materiality and on the Sub-Fund's objective.

The impacts of sustainability risks are likely to develop over time and new sustainability risks may be identified as further data and information regarding sustainability factors and impacts become available and the regulatory environment regarding sustainable finance evolves. These emerging risks may have further impacts on the value of Shares in the Sub-Fund.

Environmental, Social and Governance ("ESG") Matters. ESG is only one of the many factors the Investment Manager will consider in making an investment, and there is no guarantee that such consideration will cause the Investment Manager to successfully implement and make investments in companies that create positive ESG impact or have enhanced long-term Investor value and financial returns. To the extent that the Investment Manager engages with companies on ESG-related practices and potential enhancements thereto, such engagements may not achieve the desired financial results, or the market may not view any such changes as desirable, particularly where the Sub-Fund holds debt or an otherwise non-controlling interest in a company. Successful engagement efforts on the part of the Investment Manager will depend on the Investment Manager's skill in properly identifying and analysing material ESG factors and their value, and there can be no assurance that the strategy or techniques employed will be successful. Considering ESG qualities when evaluating an investment may result in the selection or exclusion of certain investments based on the Investment Manager's view of certain ESG-related factors, and carries the risk that the Investment Manager may underperform funds that do not take ESG-related factors into account because the market at a given point in time may have a different view of a particular company's performance than that anticipated by the Investment Manager. Consideration of ESG factors may affect the Investment Manager's exposure to certain companies, sectors, regions, countries or types of investments, which could negatively impact the Sub-Fund's performance depending on whether such investments are in or out of favour. The Investment Manager intends to keep the ESG factors it considers in respect of its management of the Sub-Fund, including exclusionary screens, under review during the life of the Sub-Fund and the application of any additional criteria may amplify the risks described above. Applying ESG factors to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria utilised by the Investment Manager or any judgment exercised by the Investment Manager will reflect the beliefs or values of any particular Investor or align with future market trends. In evaluating and managing a company, the Investment Manager is dependent upon information and data obtained through voluntary or third-party reporting that may be incomplete, inaccurate or unavailable, which could cause the Investment Manager to incorrectly assess a company's

ESG practices and/or related risks and opportunities. ESG-related practices differ by region, industry and issue and are evolving accordingly, and a company's ESG-related practices or the Investment Manager's assessment of such practices may change over time. Finally, there is growing regulatory interest, particularly in the U.S., UK, and EU, in improving transparency around how investment managers define and measure ESG performance, in order to allow investors to validate and better understand sustainability claims. The Investment Manager's ESG practices could become subject to additional regulation in the future (including pursuant to the various legislative initiatives stemming from the action plan on sustainable finance adopted by the EU Commission in March 2018), and the Investment Manager cannot guarantee that its current approach will meet future regulatory requirements.

Projections. The Sub-Fund will rely upon projections, forecasts or estimates developed by the Board, the AIFM, the Investment Manager and/or an investment concerning the investment's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Sub-Fund's control. Actual events may differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates; domestic and foreign business, market, financial or legal conditions; differences in the actual allocation of the Sub-Fund's investments among different asset categories from those assumed herein; changes in the degree of leverage actually used by the Sub-Fund from time to time; the degree to which the Sub-Fund's investments are hedged and the effectiveness of such hedges; and the terms of any borrowing agreements, among others. In addition, the degree of risk will be increased as a result of leveraging of the investments. Accordingly, there can be no assurance that estimated returns or projections can be realised or that actual returns or results will not be materially lower than those estimated therein. Projections are inherently subject to uncertainty and factors beyond the control of the Board, the AIFM, the Investment Manager and the Sub-Fund. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of other unforeseen events could impair the ability of the Sub-Fund to realise projected values and cash flow. BlackRock disclaims and makes no representation or warranty of any kind whatsoever, express or implied, regarding the accuracy or completeness of any projections or the assumptions underlying such projections or any information provided by third parties. Such information is current as of the date indicated only and there is no obligation to update such information. Further, BlackRock makes no representation or warranty that all the information and/or assumptions that could or should have been included in the projections contained in the Prospectus have been included.

Risks Relating to Due Diligence of and Conduct of Investments**.** Before making investments, the Investment Manager will typically conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. Due diligence may entail evaluation of important and complex business, financial, tax, accounting, sustainability-related risks and legal issues.

Investment analyses and decisions by the Investment Manager may be undertaken on an expedited basis in order for the Sub-Fund to take advantage of available investment opportunities. In such cases, the information available to the Investment Manager at the time the Sub-Fund makes an investment may be limited, and the Investment Manager may not have access to the detailed information regarding the investment opportunity, in each case, to an extent that may not otherwise be the case had the Investment Manager been afforded more time to evaluate the investment opportunity. There may also be other reasons that the information available to the Investment Manager prior to the Sub-Fund making an investment may be less than is generally the case. Therefore, no assurance can be given that the Investment Manager will have knowledge of all circumstances that may materially and adversely affect an investment. Further, the Sub-Fund may conduct its due diligence activities in a very brief period and may assume the risks of obtaining certain consents or waivers under contractual obligations.

When conducting due diligence and making an assessment regarding an investment, the AIFM and/or the Investment Manager may rely on the resources available to it, including information provided by the target of the investment and, in some circumstances, third-party investigations. For example, 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 advisors or consultants may present a number of risks primarily relating to the AIFM's and/or the Investment Manager's reduced control of the functions that are outsourced. The due diligence investigation that the AIFM and/or the Investment Manager carries out with respect to any investment opportunity may not reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation may not necessarily result in the investment being successful. There can be no assurance that attempts to provide downside protection with respect to investments will achieve their desired effect and potential investors should regard an investment in the Sub-Fund as being speculative and having a high degree of risk.

There can be no assurance that the Sub-Fund will be able to detect or prevent irregular accounting, employee misconduct or other fraudulent practices during the due diligence phase or during its efforts to monitor the investment on an ongoing basis. In the event of fraud by any investment or any of its affiliates, the Sub-Fund may suffer a partial or total loss of capital invested in that investment. An additional concern is the possibility of material misrepresentation or omission on the part of the investment or the seller. Such inaccuracy or incompleteness may materially and adversely affect the value of the Sub-Fund's securities and/or instruments in such investment. The Sub-Fund will rely upon the accuracy and completeness of representations made by investments and/or their former owners in the due diligence process to the extent reasonable when it makes its investments, but cannot guarantee such accuracy or completeness. Under certain circumstances, payments to the Sub-Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance or a preferential payment.

Liabilities Resulting from Ownership of Investments. To the extent permitted by the Prospectus and the Articles, the Sub-Fund (alone or together with other investors) may be deemed to have a control position with respect to some of its investments or may take ownership positions in Investments which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as risk of liability for sustainability risks (including environmental damage), product defect, failure to supervise management, labour violations, pension plan underfunding, violation of governmental regulations and other types of liability, in which the limited liability characteristic of business entities may be ignored. If these liabilities were to occur, the Sub-Fund could suffer losses in its investments. The Sub-Fund may also be exposed to risk in connection with the disposition of Investments. When disposing of investments, the Sub-Fund may be required to make representations and warranties about the business and financial affairs of the investments typical of those made in connection with the sale of any business, or may be responsible for the contents of disclosure documents under applicable securities law. The Sub-Fund may also be required to indemnify the purchasers of the Sub-Fund's investments or underwriters to the extent that any such representations and warranties or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which will be borne by the Sub-Fund.

Leveraging by Investments. Certain of the Sub-Fund's investments may engage in various forms of leverage and the Sub-Fund does not limit the use of leverage by Investments (individually or in the aggregate). Leverage may include both investments in derivatives as well as direct borrowings. To the extent that an investment uses leverage, the value of its net assets will tend to increase or decrease at a greater rate than if no leverage were employed. If income and appreciation on investments made with borrowed funds are less than the required interest payments on the borrowings, the value of the Sub-Fund's net assets will decrease. Accordingly, any event which adversely affects the value of an investment would be magnified

to the extent that such investment is leveraged. Leverage has a similar effect on investments themselves, to the extent the issuer is leveraged, and can also affect the issuer's cash flow and operating results.

Use of leverage by investments in a market that moves adversely to such investments could result in a loss to the Sub-Fund that would be greater than if the Investments were not leveraged, and could result in a loss of the Sub-Fund's entire investment in the Investment.

The amount of a leveraged investment's borrowings and the interest rates on those borrowings, which may fluctuate from time to time, as well as the fees and other costs of borrowing may have a marked effect on a leveraged company's performance. These companies may be subject to restrictive financial and operating covenants, which may, due to the amount of leverage borne by the companies, restrict the ability to make distributions to equity holders and the amounts of such distributions. Leverage may also impair these companies' ability to finance their future operations and capital needs. As a result, these companies' flexibility to respond to changing business and economic conditions and to business opportunities may be limited. An investment with a leveraged capital structure will be subject to increased exposure to adverse economic factors such as a significant rise in interest rates, a severe downturn in the economy, or deterioration in the condition of that investment or its industry. In the event that an investment is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of any equity investment by the Sub-Fund in such an investment could be significantly reduced or even eliminated. Further, the inability to refinance the investment's debt, because of market conditions or otherwise, can adversely affect the company and the ability to realise the Sub-Fund's direct or indirect interest in such investment.

A number of investments depend upon the availability of credit to finance their investment strategies. The prime brokers, banks and dealers that may provide financing to investments can apply essentially discretionary margin or other valuation policies. Changes by financing providers to these policies, or the imposition of other credit limitations or restrictions, may result in margin calls, loss of financing, forced liquidation of positions at disadvantageous prices or termination or cross defaults of transactions with the same or other dealers. These adverse effects may be compounded in the event that such limitations or restrictions are imposed suddenly and/or by multiple dealers or counterparties around the same time. In addition, the Sub-Fund itself may enter into financing transactions as described in the Prospectus that would entail similar risks.

In addition, the Sub-Fund itself may utilise leverage to the extent permitted in the Prospectus and the Articles. Use of leverage by the Sub-Fund would be in addition to any leverage utilised by investments and is not limited by the amount, if any, by which investments are leveraged or by leverage incurred by the Sub-Fund in connection with its currency hedging transactions, if any. See "*Borrowing and Leverage*" above. Many of the same risks described with respect to the use of leverage by the Sub-Fund apply to the use of leverage by investments.

Risks Associated with the amendments of the ELTIF Regulation. There is a risk the ELTIF Regulation and/or the ELTIF Delegated Regulation will be amended in the future. Therefore, the features of the Sub-Fund being subject to the ELTIF Regulation and the ELTIF Delegated Regulation could potentially be amended in order to implement such future amendments to the ELTIF Regulation, the ELTIF Delegated Regulation and any new regulatory technical standards or further administrative guidance that may be issued/adopted from time to time. For the avoidance of doubt, changes to the Schedule that are required in order to implement such future amendments will not constitute material changes to this Schedule.

Public Securities. The Sub-Fund may invest in or hold interests in public securities. Such investments may subject the Sub-Fund to risks that differ in type or degree from those involved with 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 Sub-Fund to dispose of such securities at certain times, increased likelihood of shareholder litigation against such companies' board members and increased costs associated with each of the aforementioned risks.

Privatisations. The Sub-Fund may invest in state-owned enterprises that have been or will be transferred from government to private ownership. It is impossible to predict the timing of such privatisations (or give any assurance that they will occur at all), or what the terms or effects of such privatisations may be. There can be no assurance that any privatisations will be undertaken or, if undertaken, that such plans will be successfully completed. There can also be no assurance that, if a privatisation is undertaken on a private placement basis, the Sub-Fund will have the opportunity to participate in the investing consortium. Shareholders should be aware that changes in governments or economic factors could result in a change in a country's policies on privatisation. Should these policies change in the future, it is possible that governments may determine to return projects and companies to state ownership. In such a situation, the level of compensation that would be provided to the owners of the private companies concerned cannot be accurately predicted but could be substantially less than the amount invested in such companies.

Engaged Investors. Activist investors in the Sub-Fund's investments may seek certain changes of an investment, such as selling assets or subsidiaries, increasing dividends or share buy-backs, changing management and/or executives, changing business practices and/or other matters. If an activist investor tries to effect significant change at an investment, successfully or unsuccessfully, such activism may have an adverse effect on the investment or the Sub-Fund's equity or other investments therein or otherwise impact the Sub-Fund's investment objectives with respect to such issuer.

Duration of Investment Positions. The Investment Manager may not know, except in the case of certain options or derivatives positions which have pre-established expiration dates, the maximum—or even the expected (as opposed to optimal)—duration of any particular position at the time of initiation. The length of time for which a position is maintained may vary significantly, based on the Investment Manager's subjective judgment of the appropriate point at which to liquidate a position so as to augment gains or reduce losses. Many of the Investment Manager's transactions involve acquiring related positions in a variety of different instruments or markets at or about the same time. Frequently, optimising the probability of being able to exploit the pricing anomalies among these positions requires holding periods of significant length. Actual holding periods depend on numerous market factors which can both expedite and disrupt price convergences. There can be no assurance that the Sub-Fund will be able to maintain any particular position, or group of related positions, for the duration required to realise the expected gains, or avoid losses, from such positions.

Turnover. The investment strategies of the Sub-Fund may lead to frequent changes in investments, particularly in periods of rapidly fluctuating market environments and the Sub-Fund's activities may involve investment on the basis of various short-term market considerations. Accordingly, turnover rate may be significant. Portfolio turnover generally involves transactional expenses to the Sub-Fund.

Security Breaches. The Sub-Fund will invest in companies that may be vulnerable to security breaches that could adversely affect the operations, business, and reputation of such investments. Certain investments may be vulnerable to damage, disruptions, or shutdowns due to unauthorised access, computer viruses, cyber-attacks, and other security breaches. An attack attempt or security breach could potentially result in (i) interruption or cessation of certain services to customers, (ii) inability to meet expected levels of service, or (iii) data transmitted over customers' networks being compromised. The Board cannot guarantee that the security measures of its investments will not be circumvented, resulting in customer network failures or interruptions that could impact its investment's customers' network

availability and have a material adverse effect on business, financial condition, or operational results. investments may be required to expend significant resources to protect against or recover from such threats. If an actual or perceived breach of an investment's security occurs, the market perception of the effectiveness of that company's security measures could be harmed, which could result in lost customers. Further, the perpetrators of cyber-attacks are not restricted to particular groups or persons. These attacks may be committed by employees of companies the Sub-Fund intends to invest in or external actors operating in any geography. Any such events could result in legal claims or penalties, disruption in operations, misappropriation of sensitive data, damage to reputation, negative market perception, or costly response measures, which could adversely affect the Sub-Fund (also see Section 6 of the General Section "*Investment Considerations and Risk Factors—Management—Cyber Security*").

Bankruptcy. One or more investments may become involved in bankruptcy or similar proceedings. Such proceedings involve significant risks as many events in bankruptcy are beyond the control of the equity holders and creditors, and there can be no assurance that a bankruptcy court would not approve actions that would be contrary to the interests of the Sub-Fund. As a result of a bankruptcy filing, a company may lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. Additionally, the recoveries received by creditors and equity holders, if any, in bankruptcy can be adversely affected by the administrative costs of the bankruptcy proceeding, which, in many countries, are frequently high and paid out of the debtor's estate prior to any recovery to creditors and equity holders, and by any delays resulting from the negotiation, approval, confirmation or implementation of the plan of reorganisation. Moreover, it is often difficult to estimate the extent of, or even to identify, any contingent claims that might be made and certain claims that have priority by law (e.g., claims for taxes) may be significant. In addition, in the event of bankruptcy of an investment, the Sub-Fund could experience delays or limitations with respect to its ability to realise the benefits of the collateral securing an investment. Lastly, if the proceeding is converted to a liquidation, the liquidation value of the asset may not equal the liquidation value that was believed to exist at the time of the investment. In addition, bankruptcy laws may differ between jurisdictions and may introduce additional risks to the Sub-Fund and its investment program.

Acquisition Structures; Special Purpose Vehicles. To the extent permitted by the Sub-Fund's governing documents, it is anticipated that the Sub-Fund will invest in investments located in various jurisdictions and such investment may be made through special purpose acquisition structures. To receive the intended benefits of investing through these structures, the Sub-Fund may have to manage the structures to meet certain criteria or operate them in a prescribed way. If the Sub-Fund is deemed to not meet these criteria or to not operate the structure in the prescribed manner, the Sub-Fund could become subject to adverse consequences such as adverse increased local taxes. If one or more special purpose vehicles are formed, the fees and expenses of the Sub-Fund will be higher than if the applicable investment had been made directly.

Options and Warrants. The Sub-Fund may receive or purchase options and warrants as part of a restructuring or other reorganisation. The successful use of options and warrants depends principally on the price movements of the underlying securities. When the Sub-Fund holds an option or warrant, it runs the risk that it will lose its entire investment in such option or warrant in a relatively short period of time, unless the Sub-Fund exercises such option or warrant or enters into a closing transaction with respect to such option or warrant during the life of such option or warrant. If the price of the underlying security does not rise or fall to an extent sufficient to cover the option or warrant premium and transaction costs, the Sub-Fund will lose part or all of its investment in such option or warrant. There is no assurance that the Sub-Fund will be able to effect closing transactions at any particular time or at any acceptable price, and in the event of the bankruptcy of a broker through which the Sub-Fund engages in transactions in options or warrants, the Sub-Fund could experience delays and/or losses in liquidating open

positions purchased or sold through such broker. In addition, depending on fluctuations of the equity markets and other factors, warrants and other equity securities may become worthless.

Convertible Debt. The Sub-Fund may acquire convertible securities in the context of a restructuring or other reorganisation of an existing debt investment. As with all fixed income securities, the market value of convertible securities tends to decline as interest rates increase and, conversely, to increase as interest rates decline.

However, when the market price of the common stock underlying a convertible security exceeds the conversion price, the convertible security tends to reflect the market price of the underlying common stock. As the market price of the underlying common stock declines, the convertible security tends to trade increasingly on a yield basis and thus, may not decline in price to the same extent as the underlying common stock. Convertible securities rank senior to common stock in an issuer's capital structure and consequently entail less risk than the issuer's common stock. If a convertible security held by the Sub-Fund is called for redemption, the Sub-Fund will be required to permit the issuer to redeem the security, convert it into the underlying stock or sell it to a third party. Any of these actions could have an adverse effect on the Sub-Fund's ability to achieve its investment objective.

Failure of Futures Commission Merchants. Under the Commodity Exchange Act, futures commission merchants are required to maintain each customer's assets in a segregated account. The Sub-Fund will be subject to a risk of loss in the event of the bankruptcy of any of its futures commission merchants if any such futures commission merchant fails to segregate the assets of the Sub-Fund. In addition, under certain circumstances, such as the inability of another customer of a futures commission merchant or a futures commission merchant itself to satisfy substantial deficiencies in the other customer's account, the Sub-Fund may be subject to a risk of loss of its assets on deposit with such futures commission merchant. In certain circumstances, the Sub-Fund may only be able to recover a *pro rata* share of all property available for distribution to a bankrupt futures commission merchant's customers, even in respect of property specifically traceable to the Sub-Fund. See Section 6 of the General Section *"Investment Considerations and Risk Factors—Management—Counterparty Arrangements*" and "*— Counterparty Risks".*

Systemic Risk. Credit risk may also arise through a default by one or several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Sub-Fund interacts on a daily basis.

Highly Volatile Markets. Price movements of the investments (including commodities contracts and all derivative instruments such as futures and options) may be highly volatile and influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. Investors must be prepared to maintain investments in the Sub-Fund for prolonged periods of time, notwithstanding such volatility, as the amount Investors may withdraw or transfer from the Sub-Fund may be limited. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies, financial instruments, futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Sub-Fund is also subject to the risk of the failure of any exchanges on which the positions of the Sub-Fund trade and the potential risk of financial irregularities and/or lack of appropriate risk monitoring and controls by such exchanges or clearinghouses.

Ability to Exit Investments. In evaluating exit strategies for some or all of the investments, the Investment Manager may consider a number of alternatives, including (i) publicly listing the investments of the Sub-Fund, (ii) disposing of or distributing investments to another entity (including to other Client Accounts), including individual assets, in a transaction or series of transactions that may involve all or a substantial portion of the investments, and (iii) merging or otherwise combining Investments or individual assets with another entity (including other Client Accounts). If the Sub-Fund fails to execute a liquidity event in respect of the Sub-Fund or a significant portion of the investment successfully prior to the liquidation of the Sub-Fund, the Sub-Fund may be forced to liquidate its assets on terms less favourable than expected. There can be no assurance that the Sub-Fund will be able to dispose of its investments on favourable terms, in a timely manner or at all, and the proceeds from these investments and the remaining investments, if any, may be adversely affected.

Illiquid and Long-Term Investments. The Sub-Fund may make investments in or otherwise gain exposure to securities that are subject to legal or other restrictions on transfer or for which no liquid market exists, including securities that cannot be sold except pursuant to a registration statement filed under the Securities Act, or in accordance with Rule 144 promulgated under the Securities Act. As a result, the Sub-Fund may be unable to liquidate all or a portion of its position in such securities in a timely fashion. In addition, the market prices, if any, for such securities tend to be more volatile and the Sub-Fund may not be able to realise what it perceives to be their fair value in the event of a sale.

Although the Sub-Fund expects that certain investments may generate current income, the return of capital and the realisation of gains, if any, from an investment generally will occur only upon the partial or complete disposition or refinancing of such investment and investments will be held for an indefinite period of time. Although an investment may be sold at any time, in most cases this will not occur until a number of years after the initial investment is made, if at all. An investment in the Sub-Fund is suitable only for certain Investors who have no need for liquidity in such investment, as an investment in the Sub-Fund requires an indefinite time commitment, with no certainty of return. While an investment may be sold at any time, investments may be held for a longer period of time than such investments are typically held by investment funds, including certain other BlackRock Accounts. It is expected that it will take a significant period of time for the Sub-Fund to complete making an investment. Such investments may take several years from the initial investment date to reach a state of maturity when realisation of the investment can be achieved. Furthermore, investments may be subject to industry cyclicality, downturns in demand, market disruptions and the lack of available capital for potential purchasers and are therefore often difficult or time consuming to liquidate.

Markets for certain types of investments have suffered periods of extreme illiquidity in the past. As a result, calculating the fair market value of the Sub-Fund's holdings may be difficult. For example, at times, certain sectors of the fixed-income markets have in the past experienced significant declines in liquidity. While such events may sometimes be attributable to changes in interest rates or other factors, the cause is not always apparent. During such periods of market illiquidity, the Sub-Fund may not be able to sell assets in its portfolio or may only be able to do so at unfavourable prices. Such "liquidity risk" could adversely impact the value of the Sub-Fund's portfolio and may be difficult or impossible to hedge against. Any dispositions of Investments may therefore require a lengthy time period.

Moreover, the Sub-Fund expects to invest in securities that are not listed on a stock exchange or traded in an over-the-counter market. As a result of the absence of a public trading market for these securities, they may be less liquid than publicly traded securities. The Sub-Fund may encounter substantial delays in attempting to sell non-publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realised from these sales could be less than those originally paid by the Sub-Fund. Further, companies whose securities are not publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were publicly traded. In

particular, the investments will be highly illiquid and there can be no assurance that the Sub-Fund will be able to realise an investment in a timely manner, if at all, if the Sub-Fund decides to sell such investment. Illiquidity may result from the absence of an established market for the investments, as well as legal or contractual restrictions on their resale by the Sub-Fund. Over the longer term, if the Sub-Fund was required to liquidate parts of its portfolio for any reason, including in response to changes in economic conditions, the Sub-Fund may not be able to sell any portion of its portfolio on favourable terms or at all. Investments by their nature are often difficult or time consuming to liquidate. This, as well as the redemption limitations, may result in Redemption Requests not being satisfied for extended periods of time, and there can be no assurances as to when a Shareholder's Shares will be completely redeemed.

Broad Discretion of Investment Manager; Diversification Policies. Subject to applicable law, there are no restrictions on the investment discretion of the Investment Manager. In particular, the Investment Manager is not restricted from investing a large portion of the assets of the Sub-Fund in any one geographic region, sector or financial instrument. As a result, investments may be concentrated in particular geographic regions, industries or companies. The investment risk of a portfolio that may be concentrated in particular geographic regions, industries or companies is greater than if the portfolio is invested in a more diversified manner among various geographic regions, industries or companies. An unfavourable performance by one or more of a Sub-Fund's relatively large investments could have a substantial adverse impact on the Sub-Fund's aggregate returns. There can be no assurance that the Investment Manager will be able to select investments that attain the investment objectives of the Sub-Fund since the return from those investments may depend on a number of factors, including conditions in regional and local economies, conditions in the securities markets generally and in the securities markets in particular industries or regions and political and technological developments which may be beyond the control of the Sub-Fund and the Investment Manager.

Analytical Model Risks. The Sub-Fund may employ certain strategies that depend upon the reliability, accuracy and analyses of the investment team's analytical models. To the extent such models (or the assumptions underlying them) do not prove to be correct or to the extent that market conditions and participants change over time, the Sub-Fund may not perform as anticipated, which could result in substantial losses. All models ultimately depend upon the judgment of the investment team and the assumptions embedded in the models. To the extent that the judgment or assumptions are incorrect with respect to any investment or the investment team's quantitative and analytical models become outdated or inaccurate, the Sub-Fund could suffer substantial losses.

Controlled Portfolio Assets. Although not generally expected because the Sub-Fund will generally focus on non-control positions, the Sub-Fund may be deemed to have a control position with respect to some of its investments, which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as additional risks of liability for environmental damage, product defects, failure to supervise management teams, labour violations, pension plan underfunding, violation of governmental regulations and other types of liability in which the general limited liability characteristic of business operations may be ignored.

Distressed Investments. The Sub-Fund may make investments in the securities and obligations of companies that are experiencing or are expected to experience financial difficulties, including through pre-packaged bankruptcy plans or reorganisations. These financial difficulties may never be overcome and may cause such companies to become subject to bankruptcy proceedings. Such investments by the Sub-Fund could, in certain circumstances, subject the Sub-Fund to certain additional potential liabilities that may exceed the value of the Sub-Fund's original investment therein. For example, under certain circumstances, a lender who has inappropriately exercised control over the management and policies of a debtor may have its claims subordinated or disallowed or may be found liable for damages suffered by parties as a result of such actions. In addition, under certain

circumstances, payments to the Sub-Fund and distributions by the Sub-Fund to its investors, including the Sub-Fund may be reclaimed if any such payment or distribution is later determined to have been a fraudulent conveyance, preferential payment or similar transaction under applicable bankruptcy and insolvency laws. Furthermore, investments in restructurings may be materially and adversely affected by statutes relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims or re-characterise investments made in the form of debt as equity contributions.

Mezzanine Securities. Although mezzanine securities are typically senior to common stock or other equity securities, the preferred equity and debt securities in which the Sub-Fund may invest will generally be unsecured and subordinated to substantial amounts of senior debt, all or a significant portion of which may be secured. In addition, these securities may not be protected by any or all of the financial covenants, such as limitations upon additional indebtedness, typically protecting such senior debt. Holders of mezzanine debt and other junior capital securities generally are not entitled to receive any payments in bankruptcy or liquidation until senior creditors are paid in full. Holders of preferred equity are not entitled to payments until all creditors are paid in full. In addition, the remedies available to holders of mezzanine debt are normally limited by restrictions benefiting senior creditors. In the event any portfolio company cannot generate adequate cash flow to meet senior debt service, the Sub-Fund may suffer a partial or total loss of capital invested in such preferred equity and/or debt securities.

Inability to Realise Current Income. Although the Sub-Fund's Investments may generate current income, any particular Investment may not generate distributable current income with any regularity, if at all. In select situations, the Investment Manager may deem it prudent to use financial leverage in order to reduce the size of equity commitments and to seek to enhance equity returns, with the aim of creating long-term capital appreciation. In certain situations, and depending upon the structure of such financial leverage, this may reduce the amount of distributable current income in the near term from an investment. Many Underlying Funds in which the Sub-Fund may invest, invest in assets that do not generally generate current income and only generate distributions upon realisation of their underlying investments.

Start-up or Venture Investments**.** The Sub-Fund may invest in the venture capital space or in start-up companies. Investments in portfolio companies that are newly formed, less mature than their competition, or that are engaged in business in a rapidly evolving industry involve a particularly high degree of business and financial risk, are considered highly speculative and may result in the loss of the Sub-Fund's entire investment. These companies may: (a) be in an early stage of development and not have a proven operating history; (b) be operating at a loss or have significant variations in operating results; (c) be engaged in a rapidly changing business with products subject to a substantial risk of obsolescence; (d) require substantial additional capital to support their operations, to finance expansion or to maintain their competitive position; (e) rely on the services of a limited number of key individuals, the loss of any of whom could significantly adversely affect such portfolio company's performance; and (f) otherwise have a weak financial condition or be experiencing financial difficulties. In addition, such portfolio companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, and a larger number of qualified management and technical personnel.

A portfolio company's ability to succeed will be dependent upon its ability to constantly evolve its business to be sure that its products keep pace with changing technologies and markets. In addition, a portfolio company will need to implement appropriate sales and marketing, inventory, finance, personnel, and other operational strategies in order to become and remain successful.

The Sub-Fund may invest in the private equity of companies at an early stage of development, which involves a high degree of business and financial risk. Early-stage companies with little

or no operating history may require substantial additional capital to support expansion or to achieve or maintain a competitive position and may produce substantial variations in operating results from period to period or may operate at a loss. The capital of the Sub-Fund is limited and may not be adequate to protect the Sub-Fund from dilution in multiple rounds of funding. In addition, such investments may face intense competition, including competition from companies with greater financial resources, more extensive development, better marketing and service capabilities and a larger number of qualified management and technical personnel. The public market for early stage companies is highly volatile. Such volatility may adversely affect the ability of portfolio companies to raise capital when needed, the ability of the Sub-Fund to dispose of investments and the value of the Sub-Fund's investment securities on the date of sale or distribution. Securities of any such Investment will likely be thinly traded and undercapitalised and will therefore be more sensitive to adverse business or financial developments. In the event that any such investment is unable to generate sufficient cash flow or raise additional equity capital to meet its projected cash needs, the value of the Sub-Fund's investment could be significantly reduced or even lost entirely. Such risks may adversely affect the performance of such investments and result in substantial losses.

Investments in Less Established Companies. The Sub-Fund may invest a portion of its assets in the securities of less-established portfolio companies. Investments in such early-stage companies may involve greater risks than are generally associated with investments with more-established portfolio companies. Less-established companies tend to have lower capital and fewer resources, and therefore, often are more vulnerable to financial failure. See also "*Start-up or Venture Investments"* above.

Risk of Minority Positions; Investments with Third Parties. The Sub-Fund will generally hold a non-controlling interest in each Private Equity Investment and, therefore, will have a limited ability to protect its position in such Private Equity Investments. While the Sub-Fund will seek to get the appropriate governance and exit rights at the time of investment in its Private Equity Investments, there may be instances in which the Sub-Fund may not be able to exercise control over its Investments. For example, in certain situations, minority investors in both the context of the Sub-Fund's Direct Co-Investments and investments via Underlying Funds may be subject to the decisions taken by majority investors, and the outcome of the Sub-Fund's investment may depend on such majority controlled decisions, which decisions may not be consistent with the Sub-Fund's objectives.

Co-Investment. The Sub-Fund expects to co-invest with third parties through consortiums of other investors or other similar arrangements. Direct Co-Investments may involve risks not present in investments where third parties are not involved, including the possibility that a co-investor may at any time have economic or business interests or goals which are inconsistent with those of the Sub-Fund, may take a different view than that of the Investment Manager as to the appropriate strategy for a co-investment, may be in a position to take action contrary to the Sub-Fund's investment objective or may become bankrupt or otherwise default on their obligations. Further, it is possible that no single co-investor will have a controlling interest in the investments, giving no party the ability to control the transaction and potentially resulting in increased costs, delays or even termination of the proposed investment. In addition, the Sub-Fund may in certain circumstances be liable for the actions of its third-party partners or co-venturers, which may have a material adverse effect on the Sub-Fund.

The Sub-Fund (alone or together with other investors) may be deemed to have a control position with respect to certain Direct Co-Investments, which could expose the Sub-Fund to liabilities not normally associated with minority equity investments, such as 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.

In addition, the Sub-Fund may hold a non-controlling interest with respect to some Direct Co-Investments and, therefore, may have a limited ability to protect its position in such investment or to divest at the desired time. In such cases, the Sub-Fund will typically be significantly reliant on third-party co-investors with whom the Sub-Fund is not affiliated. Such third-parties may have economic or business interests or goals which are inconsistent with those of the Sub-Fund, or may be in a position to take (or block) action in a manner contrary to the best interests of the Sub-Fund.

Disposition of Co-Investments. In connection with the disposition of a Direct Co-Investment, the Sub-Fund may be required to make representations about the business and financial affairs of the relevant co-investment typical of those made in connection with the sale of any security or business. The Sub-Fund may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate or misleading. These arrangements may result in contingent liabilities, which may ultimately have to be funded by the Sub-Fund.

Allocations to Investments that Issue Capital Calls. The Sub-Fund may make commitments to Private Equity Investments that issue capital calls to their investors over a period of time. If the Sub-Fund makes such Private Equity Investments, the Investment Manager will endeavour to manage the Sub-Fund's assets in a manner intended to provide sufficient liquidity to meet future capital calls by, among other means, holding a portion of the Sub-Fund's assets in cash or investing a portion of the Sub-Fund's assets in cash equivalents, other short-term securities or money market funds or borrowing money. If none of the above are possible, the Sub-Fund may be required to liquidate certain of its Private Equity Investments more rapidly than otherwise desirable in order to raise cash to fund the capital calls. Any of the foregoing could have an adverse effect on the Sub-Fund's investment program and/or performance.

Once a capital commitment is made, the Sub-Fund will be legally required to satisfy such capital calls and may have a limited period of time to pay amounts due. Given the limited liquidity of the Sub-Fund's Private Equity Investments and other factors, it is possible that the Sub-Fund may not have sufficient cash available to fund a capital call within the prescribed period of time. If the Sub-Fund fails to make a timely payment of amounts called by such an investment, the Sub-Fund may be deemed to be in default under such investment's organisational documents. Upon any such default, the Sub-Fund generally would continue to remain liable for the full unpaid portion of its committed capital, and generally would be liable for costs incurred by the investment in collecting or attempting to collect such late payment. The Sub-Fund may also lose any entitlement to make further capital contributions and, in certain cases, some or all of such interests in such an investment may also be subject to forfeiture.

Fund of Funds Risks. The Sub-Fund may invest directly in, or obtain exposure to, Underlying Funds as part of its investment strategy. Consequently, the Sub-Fund is also subject to the risks of such Underlying Funds.

Underlying Fund interests in which the Sub-Fund seeks to invest are highly illiquid and typically subject to significant transfer restrictions, including approval requirements from the relevant manager of the Underlying Fund and rights of first refusal in favour of other applicable investors. Completion of transfers is often time-consuming and difficult. There can be no assurance that the Sub-Fund will be successful in transferring its interests in Underlying Funds, even in situations where it has signed a binding contract to dispose of its interests.

Compliance with the ELTIF Regulation and Impact on Investments in Underlying Funds. Pursuant to the ELTIF Regulation, the Sub-Fund is prohibited from investing in any alternative investment fund that is not managed by an alternative investment fund manager domiciled in a country within either in the European Union or the European Free Trade Association. As a result, the Investment Manager will have available to it a reduced pool of Underlying Fund opportunities than what it would have had were it not an ELTIF. In particular, traditional

secondary fund investments typically involve portfolios purchased on an all or nothing basis and, therefore, the Sub-Fund could only participate in such traditional secondary fund investments if all funds in the relevant portfolio satisfied the abovementioned ELTIF Regulation requirements. It is therefore expected that the Sub-Fund's ability to participate in traditional secondary transactions will be significantly limited.

Secondary Investments. The Sub-Fund may acquire secondary investments from existing investors in co-investments and Underlying Funds, but also in certain cases from the issuers of such interests or other third parties. In many such cases, the Sub-Fund will not have the opportunity to negotiate the terms of its secondary investments, including any special rights or privileges. In addition, valuation of secondary investments may be difficult, since there generally will be no established market for such interests or for the securities of privately held portfolio companies which such secondary investments may own.

The acquisition price paid by the Sub-Fund for a secondary investment may not be identical to the subsequent fair value of the secondary investment, which may be, at times, higher or lower than such acquisition price. Moreover, the purchase price of secondary investments will be subject to negotiation with the sellers of such interests. The overall performance of the Sub-Fund will depend in large part on the acquisition price paid by the Sub-Fund for its secondary investments, the structure of such acquisitions and the overall success of the Underlying Funds. The Investment Manager may have the opportunity to acquire, for the account of the Sub-Fund, a portfolio of secondary investments from a seller on an "all or nothing" basis. In some such cases, certain of the secondary investments may be less attractive than others, and certain of the managers of the secondary investments may be more experienced or highly regarded than others. In such cases, it may not be possible for the Sub-Fund to carve out from such purchase those investments that the Investment Manager considers (for commercial, tax, legal or other reasons) less attractive. It may also be more difficult for the Investment Manager to successfully value and close on investments being sold on a portfolio basis. In addition, the Sub-Fund may invest in secondary investments with other investors through the use of joint ventures and similar arrangements. Such arrangements may involve the Sub-Fund taking on greater risk with an expected greater return or reducing their risk with corresponding reduction in the rate of return. Such arrangements also subject the Sub-Fund to the risk that the counterparty will not meet its obligations. If structured as such, the tax consequences of an investment in the Sub-Fund may be different than otherwise described herein, including, for example, the amount, timing and character of distributions by the Fund. Moreover, the historical performance of managers is not a guarantee or prediction of their future performance, which can vary considerably. In addition, the diligence process for secondary investments may differ from the diligence process conducted in connection with primary investments. There are no assurances that the Fund will be able to invest fully its target allocation to secondary investments or that suitable investment opportunities will be identified, which may adversely affect the Sub-Fund's performance. Equally, there can be no assurance that the Sub-Fund will be able to realise any secondary investment at a price that reflects what the Investment Manager believes to be its market value. In addition, the term "secondary investment" is defined broadly and the Investment Manager will have the ability as well as the incentive to categorise certain investments as secondary investments when they could also be categorised as primary investments.

Certain other risks associated with secondary investments include, among others: (i) the overall performance of secondary investments will depend in large part on the performance of the underlying assets and the acquisition price paid for such secondary investments, which may be negotiated based on incomplete or imperfect information; (ii) where the Sub-Fund acquires a Underlying Fund interest as a secondary investment, the Sub-Fund will generally not have the ability to modify or amend such Underlying Fund constitution's documents (e.g., limited partnership agreements) or otherwise negotiate the economic terms of the interests being acquired; and (iii) the secondary investments may be acquired at a discount to the Underlying Fund net asset value. Secondary investments acquired at a discount may result in unrealized

gains at the time the Sub-Fund next calculates its Net Asset Value. Such unrealized gains will increase the Sub-Fund's Net Asset Value and performance by the difference between the most recent net asset value reported by the Underlying Fund and the negotiated purchase price.

Sponsor-Led Secondary Investments. The Sub-Fund's secondary investments are expected to include non-traditional secondaries, including sponsor-led (or manager-led or GP-led) secondaries. Such sponsor-led transactions are subject to a number of risks, including, without limitation, potential challenges to the transaction and the transaction process itself by existing investors and the associated expenses incurred in defending such actions; the existence of various closing conditions (e.g., the negotiation of definitive transaction agreements with new investors, the completion of financing, receipt of required consents and approvals; and sufficient existing investor and/or new investor demand); and the ability of the Underlying Fund to retain its investment professionals following the transaction. The structure and terms of such transactions (including those related to allocations of fees and expenses) are often based primarily on negotiations and discussions with the lead or anchor investor with little or no flexibility for the other investors (including, potentially, the Sub-Fund) to amend, modify or negotiate the constituent documents of the Underlying Fund.

Additional Costs and Resources relating to Secondary Investments. The costs and resources required to investigate the commercial, tax and legal issues relating to secondary investments may be greater than those relating to primary investments.

Contingent Liabilities Associated with Portfolio Fund Interests Acquired in Secondary Transactions. Where the Sub-Fund acquires a portfolio fund interest as a secondary investment, the Sub-Fund may acquire contingent liabilities associated with such interest. Specifically, where the seller has received distributions from the relevant investment and, subsequently, that investment recalls any portion of such distributions, the Sub-Fund (as the purchaser of the interest to which such distributions are attributable) may be obliged to pay an amount equivalent to such distributions to such investment. While in some circumstances the Sub-Fund may be able, in turn, to make a claim against the seller of the interest for any monies so paid to the investment, there can be no assurance that the Sub-Fund would prevail in such claim.

Difficulty in Obtaining Accurate Valuations. Interests in Underlying Funds are generally valued based on the value of the underlying assets of the applicable Underlying Fund, which will ordinarily be based on (or heavily influenced by) valuations provided by the applicable manager of the Underlying Fund. Investment managers may be incentivised to overstate the value of such securities. For example, higher valuations may overstate the current investment returns for an Underlying Fund, which may influence potential investors to invest or may result in increased management fees to the relevant investment manager. In any event, valuation of underlying assets is difficult, because there generally is no established market for securities of the privately-held companies typically held by an Underlying Fund, and access to information to make a more fully informed valuation may be limited and/or it may be impracticable or cost-prohibitive to attempt any such valuation.

Reliance on other Investment Managers. The returns of the Sub-Fund with respect to investments made in Underlying Funds will depend largely on the performance of managers of the Underlying Funds and their key personnel/management teams and their successful operation of an Underlying Fund, in accordance with the Sub-Fund's plans and/or objectives which performance includes services with respect to the making, holding and disposing of investments, as well as appropriately managing the affairs of themselves and the Underlying Funds (e.g., maintaining appropriate internal controls, risk management policies and complying with applicable laws). There can be no assurance that the Underlying Funds and their respective investments will achieve their respective investment or performance objectives, which could have a material adverse effect on the Sub-Fund. Further, in all cases, the Sub-Fund will rely on each Underlying Fund manager to manage its activities in a manner consistent

with its stated disclosures and applicable laws and regulations and in a manner that will permit such Underlying Fund manager to maintain a quality reputation.

The AIFM and the Investment Manager will not have an active role in the day-to-day management of the Underlying Funds in which the Sub-Fund invests, as applicable.

Limited Track Records of Certain Underlying Fund Managers. The Sub-Fund may invest in Underlying Funds run by Underlying Fund managers who have established their own funds after working with various investment groups including, for example, BlackRock. In such cases, there is likely to be little, if any, historical performance data available to the Investment Manager for the new manager. In addition, the data on past performance of the manager's personnel's prior fund or investments (whether in a principal capacity or an advisory role) available to the Investment Manager may not be an indication of the future performance of the new manager's new fund or investments. There can be no assurance that these Underlying Funds will achieve their respective investment or performance objectives. The failure of one or more of the Underlying Funds to meet their investment or performance objectives could have a material adverse effect upon the Sub-Fund.

Limited Ability to Negotiate Structures. The Sub-Fund's performance with respect to investments made through Underlying Funds will be affected by the structure of the acquisition and the terms of the Underlying Funds including legal, tax, regulatory and/or other considerations, over which the Sub-Fund may have limited control. The Investment Manager may believe an investment opportunity is a generally appropriate investment for the Sub-Fund even though the opportunity may have legal, tax or regulatory terms that are not for the benefit of the Sub-Fund.

Limited Ability to Control Tax Consequences to Shareholders. The tax consequences to the Shareholders will depend to a significant degree on the types of investments made by the Sub-Fund and the manner in which such investments are structured, as well as the investments and activities of the Underlying Funds. Because the Underlying Funds' activities and investments will not be controlled by the Sub-Fund, the ability of the Sub-Fund to influence the activities of underlying entities or the structuring of investments made by such entities may be limited or non-existent. Moreover, in certain circumstances, the Sub-Fund may be required to hold an investment that was not structured as most appropriately for the investor profile of the Sub-Fund or the Shareholders, in which case the Sub-Fund and the Shareholders may be subject to additional tax leakage than may have been otherwise expected.

For these and other reasons, the Sub-Fund may be limited in its ability to avoid adverse U.S. federal, state, local, and/or non-U.S. tax consequences with respect to the Shareholders. Each Investor is urged to consult its tax advisor with respect to the specific U.S. federal, state, local, and non-U.S. tax and/or filing consequences of an investment in the Sub-Fund.

Underlying Funds Invest Independently. The Underlying Funds in which the Sub-Fund will invest generally will invest wholly independently of one another and may at times hold economically offsetting positions. To the extent that the Underlying Funds do, in fact, hold such positions, the Underlying Funds in which the Sub-Fund invests, considered as a whole, may not achieve any gain or loss despite incurring fees and expenses in connection with such positions. In addition, the Underlying Fund managers may be compensated based on the performance of their investments. Accordingly, there may often be times when the Underlying Fund managers may receive incentive compensation in respect of their investments for a period even though the Underlying Funds in which the Sub-Fund invested overall depreciated during such period.

Changes in Expected Investment Objectives or Strategies of Underlying Funds May be Adverse to the Sub-Fund. The Underlying Funds in which the Sub-Fund invests may have the ability to change their investment objectives and strategies and economic and other fund terms after the Sub-Fund has acquired an interest in such Underlying Funds, and such change in the

investment objectives and strategies may be adversely different from the objectives currently expected by the Investment Manager. The Sub-Fund may not have the ability to reduce its commitment to such investment or withdraw from such Underlying Funds.

While the Sub-Fund will seek to invest into Underlying Funds focused on private equity investments consistent with the Sub-Fund's investment strategy, it cannot be excluded that the Underlying Funds may make changes to their own investment strategies or otherwise hold investments which are not consistent with the Sub-Fund's investment strategy.

Ability of Underlying Funds and Underlying Fund Managers to Enter New Lines of Business. Underlying Funds and/or their managers may enter into new lines of business not anticipated by the Sub-Fund at the time the Sub-Fund invests in such Underlying Funds. The Sub-Fund will likely not have the ability to prevent Underlying Funds from taking such action and will likely not have the ability to reduce or withdraw its investments in such Underlying Funds following such decisions to enter into new lines of business. As a result, such decisions by the Underlying Funds may negatively impact the performance of the Sub-Fund.

Multiple Levels of Fees and Expenses. By investing in the Sub-Fund, Investors will bear any asset-based fees and performance-based fees or allocations at the level of the Sub-Fund, in addition to any asset-based fees and performance-based fees or allocations at the Underlying Fund level. Moreover, an Investor in the Sub-Fund will bear a proportionate share of the fees and expenses of the Sub-Fund (including organisational and offering expenses, operating costs, sales charges, brokerage expenses, taxes and administrative fees) and, indirectly, similar expenses of the Underlying Funds. Thus, Investors in the Sub-Fund may be subject to higher operating expenses than if the Sub-Fund did not make an investment through an Underlying Fund, or if the Investor invested in Underlying Funds directly. The Sub-Fund will take into account the expected impact of management fees and expected incentive allocations, carried interest and other performance fees of Underlying Funds, when evaluating investment opportunities and seek to adjust the purchase price in an effort to mitigate some or all of the incremental fees and expenses.

The Sub-Fund generally will be subject to a performance-based fee or allocation from each Underlying Fund, irrespective of the performance of other Underlying Funds and the Sub-Fund generally. Accordingly, an Underlying Fund with positive performance may bear performance-based compensation, which would be borne by the Sub-Fund and thus, indirectly by the Investors, even if the Sub-Fund's overall performance is negative. The Sub-Fund may, in the Investment Manager's sole discretion, allocate assets to Underlying Fund managers that receive fixed fees, asset-based fees, performance-based fees and/or allocations or other compensation at rates that materially exceed the percentages used to calculate the Management Fee and distributions of carried interest or that structure their compensation in materially different ways.

Risks Relating to the Use of Leverage by the Underlying Funds and their Investments. In addition to the risks described in "*Borrowing and Leverage*" above, if the Sub-Fund makes an investment in a leveraged Underlying Fund there is a risk that the Underlying Fund will be unable to complete successfully a refinancing, if one is desired. An Underlying Fund's leveraged investment may face similar difficulty. This could lead to increased risk as a result of an Underlying Fund having a longer-term investment than expected and/or a larger equity investment than expected. In using leverage, to the extent permitted by applicable law, including the Dodd-Frank Act, the portfolio companies and Underlying Funds, as applicable, may borrow money from BlackRock or may enter into other transactions with BlackRock, which may give rise to certain conflicts of interest.

Giveback Obligations; No Recourse to Seller. The terms of the investments may require the Sub-Fund to accept contingent liabilities associated with any such investments, including to return distributions received from such investments upon the occurrence of certain circumstances. For example, in connection with the disposition of an investment, the Sub-Fund

or an Underlying Fund may be required to make representations and warranties about the business and financial affairs of such investment and indemnify the purchasers to the extent that any of these representations and warranties turn out to be inaccurate or misleading. The Sub-Fund may be required to return certain distributions to the Underlying Fund to fund such indemnification or other obligations. While in some circumstances the Sub-Fund may be able to make a claim against the seller of the investment for any such amounts paid to an Underlying Fund, there can be no assurance that the Sub-Fund would prevail in any such claim. In addition, the Sub-Fund may be responsible for its share of any "giveback" related to the Sub-Fund's investment in an Underlying Fund or indirect investment in such an investment. Giveback obligations will reduce the amount of funds available for distribution to the Investors or to make additional Investments.

Carried Interest and PE Sponsors. Underlying managers of the funds in which the Sub-Fund will invest typically will receive incentive compensation (such as carried interest or performance fee). Such a compensation arrangement may incentivise Underlying Fund managers to make investments that are riskier or more speculative than would be the case if such arrangement were not in effect. Furthermore, if an Underlying Fund manager is in a position where it is unlikely that it will receive carried interest compensation from an Underlying Fund (e.g., if there has been a write-off of the underlying investment), such manager may perhaps lose interest and focus on another fund or endeavour with more upside potential. In addition, it is possible that Underlying Fund managers may seek to "reset" their carried interest compensation if the Underlying Funds' portfolios have incurred significant losses which the Underlying Fund managers believe are difficult to overcome. In this situation, the Underlying Fund and investors, including the Sub-Fund, may be asked to consent to an amendment allowing the Underlying Fund manager to receive their carried interest compensation based on performance from a specified date or valuation, rather than overall performance. If such an amendment is adopted, regardless of whether the Sub-Fund consents or not to such amendment, the proceeds from investments in the Underlying Funds realised by the Sub-Fund may be adversely affected.

Uncertainty of Financial Projections. The Investment Manager will generally base their investment decisions and determinations with regards to acquisitions of interests in Underlying Funds on the basis of financial projections for the relevant Underlying Funds. Projected operating results will normally be based on projections and estimates of cash flows from prospective investments. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projections. General economic, political and market conditions, which are not predictable, can have a material adverse impact on the reliability of such projections.

Reliance on Reporting from Underlying Funds. The Sub-Fund's ability to deliver accurate and timely reports, with respect to Underlying Funds, is generally dependent upon the accuracy and timeliness of the reports received from Underlying Fund managers. The position of Investors in the Sub-Fund may depend on the amount of information the Sub-Fund receives from the Underlying Fund managers. If the Sub-Fund does not have the right to access particular information about an investment, Investors' positions, including their tax position, may be prejudiced.

Underlying Fund managers may utilise divergent reporting standards that may make it difficult for BlackRock to accurately assess the prior performance of an Underlying Fund. In addition, such reporting variances may affect the ability of BlackRock to accurately value and monitor Underlying Funds. Such variances typically involve the calculation of the internal rate of return on investment; the Underlying Fund may have different policies regarding the inclusion of fees due to the manager and/or investment professionals and expenses of such Underlying Funds when calculating the return on investment.

Certain investment managers (in particular those that are subject to the SFDR) are also in the relatively early stages of developing processes to produce sustainability or ESG information

relating to their investments. Accordingly, the processes or information are particularly susceptible to inaccuracies, or to be changed in response to developing market or regulatory standards. For example, some managers may seek to change the SFDR classification of the relevant Underlying Fund after the Sub-Fund has invested. Any inaccuracies or changes will affect the Sub-Fund's ability to produce accurate and timely reports.

Interests in Underlying Funds may be difficult to value because it may be relatively difficult for the Sub-Fund to obtain reliable valuations of the Underlying Fund when making investment decisions. Investors should be aware that situations involving uncertainties as to the valuation of assets could have an adverse effect on the returns of the Sub-Fund.

**8.3 Risks Relating to Liquid Investments**

Liquidity risk (more liquid, listed or traded assets). Liquidity risk exists when the sale of assets or exit of trading positions is impaired by such factors as decreased trading volume, increased price volatility, industry and government regulations, and overall position size and complexity. It may be impossible or costly for the Sub-Fund to liquidate positions rapidly particularly if there are other market participants seeking to dispose of similar assets at the same time or the relevant market is otherwise moving against a position or in the event of trading halts or daily price movement limits on the market or otherwise. It may be difficult to achieve a realisation of the Sub-Fund's entire portfolio of investments.

Derivative transactions that are particularly large or traded off market (i.e., over the counter) and bonds traded in the secondary market may be less liquid and it may be difficult to achieve fair value on transactions. Closing positions held in the secondary markets prematurely, for instance to meet client Redemption Requests, can result in increased transaction costs which will be reflected in the investment returns.

Investments in Smaller Companies with Quotations. The quoted securities of smaller companies tend to be more volatile and less liquid than the securities of large companies. As securities of smaller companies may experience more market price volatility than securities of larger companies, to the extent the Sub-Fund invests in quoted smaller companies, the net asset value of the Sub-Fund may reflect this volatility. Smaller companies, as compared with larger companies, may have a shorter history of operations, may not have as great an ability to raise additional capital, may have a less diversified product line making them susceptible to market pressure and may have a smaller public market for their securities.

Investment in smaller companies may involve relatively high investment costs and accordingly investment in the Sub-Fund which may invest in smaller companies should be viewed as a long-term investment.

Sovereign Debt. Certain countries are large debtors. Investment in debt obligations ("Sovereign Debt") issued or guaranteed by governments or their agencies and instrumentalities ("Governmental Entities") may involve a high degree of risk. The governmental entities that control the repayment of Sovereign Debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. A governmental entity's willingness or ability to repay principal and interest due in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the governmental entity's policy towards the International Monetary Fund and the political constraints to which a governmental entity may be subject.

Governmental entities may also be dependent on expected disbursements from other governments, multilateral agencies and others to reduce principal and interest arrearage on their debt. The commitment on the part of these governments, agencies and others to make such disbursements may be conditioned on a governmental entity's implementation of

economic reforms and/or economic performance and the timely service of such debtor's obligations. Failure to implement such reforms, achieve such levels of economic performance or repay principal or interest when due may result in the cancellation of such third parties' commitments to lend funds to the governmental entity, which may further impair such debtor's ability or willingness to service its debt on a timely basis. Consequently, governmental entities may default on their Sovereign Debt. Holders of Sovereign Debt, including the Sub-Fund or other funds, may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities. There is no bankruptcy proceeding by which Sovereign Debt on which a governmental entity has defaulted may be collected in whole or in part. Such risks may adversely impact the Sub-Fund's financial returns from investments in Sovereign Debt.

Fixed Income Transferable Securities. The Sub-Fund may have direct or indirect exposure to bonds or other fixed income securities. Fixed income securities are obligations of the issuer to make payments of principal or interest on future dates. The fixed income securities that the Sub-Fund may invest in include public and private non-investment grade bonds, secured loans, second lien debt, convertible securities, options, swaps and other securities with fixed-income characteristics.

Debt securities are subject to both actual and perceived measures of creditworthiness. The amount of credit risk is measured by the issuer's credit rating which is assigned by one or more independent rating agencies. This does not amount to a guarantee of the issuer's creditworthiness but provides a strong indicator of the likelihood of default. Securities which have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. Companies often issue securities which are ranked in order of seniority which in the event of default would be reflected in the priority in which investors might be paid back. The “downgrading” of a rated debt security or adverse publicity and investor perception, which may not be based on fundamental analysis, could decrease the value and liquidity of the security, particularly in a thinly traded market.

Non-investment grade debt may be highly leveraged and carry a greater risk of default.

The Sub-Fund or its investments may be affected by changes in prevailing interest rates and by credit quality considerations. Changes in market rates of interest will generally affect the Sub-Fund’s or other fund’s asset values as the prices of fixed rate securities generally increase when interest rates decline and decrease when interest rates rise. Prices of shorter-term securities generally fluctuate less in response to interest rate changes than do longer-term securities. An economic recession may adversely affect an issuer's financial condition and the market value of high yield debt securities issued by such entity. The issuer’s ability to service its debt obligations may be adversely affected by specific issuer developments, or the issuer's inability to meet specific projected business forecasts, or the unavailability of additional financing. In the event of bankruptcy of an issuer, the Sub-Fund or other fund may experience losses and incur costs. In addition, non-investment grade securities tend to be more volatile than higher rated fixed-income securities, so that adverse economic events may have a greater impact on the prices of non-investment grade debt securities than on higher rated fixed-income securities.

Bank Corporate Bonds. Corporate bonds issued by a financial institution may be subject to the risk of a write down or conversion (i.e., “bail-in”) by a relevant authority in circumstances where the financial institution is unable to meet its financial obligations. This may result in bonds issued by such financial institution being written down (to zero), converted into equity or alternative instrument of ownership, or the terms of the bond may be varied. ‘Bail-in’ risk refers to the risk of relevant authorities exercising powers to rescue troubled banks by writing down or converting rights of their bondholders in order to absorb losses of, or recapitalise, such banks. Investors should be alerted to the fact that relevant authorities are more likely to use a ‘bail-in’ tool to rescue troubled banks, instead of relying on public financial support as they have in the past. Relevant authorities now consider that public financial support should only

be used as a last resort after having assessed and exploited, to the maximum extent practicable, other resolution tools, including the 'bail-in' tool. A 'bail-in' of a financial institution is likely to result in a reduction in value of some or all of its bonds (and possibly other securities) and the Sub-Fund holding such securities when a 'bail-in' occurs will also be similarly impacted.

## 9. SUMMARY OF THE INVESTMENT MANAGER'S ALLOCATION POLICY

The Investment Manager provides discretionary and non-discretionary management services to a variety of Client Accounts ("Applicable Client Accounts"). Applicable Client Accounts vary in a number of ways, including with respect to investment objectives, investment strategies and guidelines, types of investments they may make and vintage focus.

Investment opportunities will be allocated in accordance with the Allocation Policy applicable to the Investment Manager and other personnel directly responsible for managing the Sub-Fund. Allocations will be made across Applicable Client Accounts (including the Sub-Fund) on a pro rata basis, based on the maximum amount of capital available for the investment opportunity deemed appropriate by the Investment Manager, taking into account each Applicable Client Account's investment guidelines.

Exceptions to this general rule may be made in certain circumstances in the discretion of the Investment Manager, in which case investments will be allocated by the Investment Manager in a fair and equitable manner, taking into account various factors it believes are appropriate. The factors that the Investment Manager may consider, which may change over time, currently include an Applicable Client Account's investment objective and strategy, the amount of an Applicable Client Account's capital available for investment (based on the maximum amount of committed capital (whether or not funded)), the composition of an Applicable Client Account's portfolio (taking into account such factors as geography, vintage year, type of investment, sector, etc.), any relevant investment restrictions, an Applicable Client Account's regulatory or tax status, the remaining time during which the Investment Manager may commit an Applicable Client Account's capital (for Applicable Client Account portfolios with more than one year remaining during which the Investment Manager may commit the Applicable Client Account's capital, the Investment Manager may assign a portion of such period to each of the remaining years), whether the Applicable Client Account is the source of the investment opportunity, whether an Applicable Client Account has previously invested in the investment opportunity as a result of a recommendation by the Investment Manager, allocations previously received by an Applicable Client Account and the size of the investment opportunity. If the size of an investment opportunity would result in one or more Applicable Client Accounts receiving a de minimis allocation of such investment, as determined by the Investment Manager, then the Investment Manager may exclude such Applicable Client Account from participating in the investment and thereby increase the participation of other Applicable Client Accounts. The Investment Manager may make exceptions to this de minimis exclusion in its discretion, including, without limitation, in connection with investments in which the Investment Manager has determined at the time of investment that such investment has a high return potential. Except in cases where an Applicable Client Account is the source of an investment opportunity and the Investment Manager has agreed to give such Applicable Client Account an exclusive or priority allocation of that opportunity, no one factor will control an allocation decision and different factors may be given different weights by the Investment Manager at different times, although it is likely that whether an Applicable Client Account has previously invested in the investment opportunity as a result of a recommendation by the Investment Manager will be a key consideration when allocating opportunities. It is likely that an Applicable Client Account will not participate in every investment in which other Applicable Client Accounts participate or participate to the same extent that it might otherwise have, especially since Applicable Client Accounts generally have different investment objectives and strategies.

The Investment Manager may change its allocation guidelines from time to time without the consent of the Investors provided that any material changes regarding the allocation guidelines

will be notified to the Investors. For the avoidance of doubt, the Investment Manager's allocation guidelines will at all times respect and comply with the ELTIF Regulation. See Section 13 of the General Section "*Conflicts of Interest*".

## 10. ESG INTEGRATION

BlackRock's Approach to Sustainable Investing

Environmental, Social and Governance ("ESG") investing, is often conflated or used interchangeably with the term "sustainable investing". BlackRock has identified sustainable investing as being the overall framework and ESG as a data toolkit for identifying and informing our solutions. BlackRock has defined ESG integration as the practice of incorporating material ESG information and consideration of sustainability risks into investment decisions in order to enhance risk-adjusted returns. BlackRock recognises the relevance of material ESG information across all asset classes and styles of portfolio management. The Investment Manager may incorporate sustainability considerations in its investment process. ESG information and sustainability risks are included as a consideration in investment sourcing, investment research, investment due diligence, investment decision-making, portfolio construction and portfolio review, and investment stewardship processes.

The Investment Manager considers ESG insights and data, including sustainability risks, within the total set of information in its research process and makes a determination as to the materiality of such information in its investment process. ESG insights are not the sole consideration when making investment decisions. The Investment Manager's evaluation of ESG data may be subjective and could change over time in light of emerging sustainability risks or changing market conditions. This approach is consistent with the Investment Manager's regulatory duty to manage its funds (including the Sub-Fund) in accordance with their investment objectives and policies and in the best interests of investors. The firm's Risk and Quantitative Analysis group will review the portfolio of the Sub-Fund with the Investment Manager to ensure that sustainability risks are considered regularly alongside traditional financial risks, that investment decisions are taken in light of relevant sustainability risks and that decisions exposing portfolios to sustainability risks are deliberate, and the risks diversified and scaled according to the investment objective of the Sub-Fund.

BlackRock's approach to ESG integration is to broaden the total amount of information the Investment Manager considers with the aim of improving investment analysis and understanding the likely impact of sustainability risks on the investments. The Investment Manager assesses a variety of economic and financial indicators, which may include ESG data and insights, to make investment decisions appropriate for the Sub-Fund's objectives. This can include relevant third-party insights or data, internal research or engagement commentary and input from BlackRock Sustainable Investment.

Sustainability risks are identified at various steps of the investment process, where relevant, including research, allocation, selection, portfolio construction decisions, or management engagement, and are considered relative to the Sub-Fund's risk and return objectives. Assessment of these risks is done relative to their materiality (i.e., probability of impacting returns of the investment) and in tandem with other risk assessments (e.g., liquidity, valuation, etc.).

ESG integration does not change the Sub-Fund's investment objective or constrain the Investment Manager's investable universe, and there is no indication that an ESG or impact focused investment strategy or exclusionary screens will be adopted by the Sub-Fund. Similarly, ESG integration does not determine the extent to which the Sub-Fund may be impacted by sustainability risks. Please refer to "*Environmental, Social and Governance ("ESG") Matters*" and "*Sustainability Risk*" in Section 8.2 of this Schedule "*Investment Considerations and Risk Factors*".

BlackRock discloses further information about ESG risk integration practices at the team or platform level and for each unique investment strategy through a series of integration statements that are publicly available on product pages where permitted by law/regulation or otherwise made available to current and prospective investors and investment advisors.

Investment Stewardship

BlackRock undertakes investment stewardship engagements and proxy voting with the goal of protecting and enhancing the long-term value of the Sub-Fund's assets for relevant asset classes. In our experience, sustainable financial performance and value creation are enhanced by sound governance practices, including risk management oversight, board accountability, and compliance with regulations. We focus on engagement with sponsors and general partners of fund investments and direct co-investments and secondary investments and with portfolio companies in an effort to improve long-term performance.

BlackRock takes a long-term perspective in its investment stewardship work informed by two key characteristics of our business: the majority of our investors are saving for long-term goals, so we presume they are long-term shareholders; and BlackRock offers strategies with varying investment horizons, which means BlackRock has long-term relationships with its investee companies.

For further detail regarding BlackRock's approach to sustainable investing and investment stewardship please refer to the website at www.blackrock.com/corporate/sustainability and https://www.blackrock.com/corporate/about-us/investment-stewardship#our-responsibility.

**ANNEX I – SFDR PRE-CONTRACTUAL DISCLOSURES**

**Pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852**

**Sustainable investment** means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

**Product name:** BlackRock Private Equity Fund (the "Sub - Fund")

**Legal entity identifier:** 529900ZVH6VSNA3RSW20

## Environmental and/or social characteristics

**Does this financial product have a sustainable investment objective?**

| ●● ☐ **Yes** | ●○ ☒ **No** |
|---|---|
| ☐ It will make a minimum of **sustainable investments with an environmental objective:** ___% <br>☐ in economic activities that qualify as environmentally sustainable under the EU Taxonomy <br>☐ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy | ☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ___% of sustainable investments <br>☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy <br>☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy <br>☐ with a social objective |
| ☐ It will make a minimum of **sustainable investments with a social objective:** ___% | ☒ It promotes E/S characteristics, but **will not make any sustainable investments** |

### What environmental and/or social characteristics are promoted by this financial product?

In order to achieve its investment objective, the Sub-Fund will primarily invest, directly and indirectly, in a diversified, portfolio of long-term private equity investments ("**Private Equity Investments**"). Such Private Equity Investments may include Direct Co-Investments (as defined below) and investments in Underlying Funds (as defined below).

The Sub-Fund will also invest in a portfolio of liquid investments ("**Liquid Investments**" and, together with the Private Equity Investments, the "**Investments**"). Liquid Investments may include investments in liquid investment funds (the "**Liquid Funds**") and cash and cash-equivalents, liquid securities, collateralised loan obligations, over-the-counter transactions, equities, equity-related investments, fixed income securities, fixed income-related investments, deposits, and money market instruments (collectively, the "**Liquid Securities**").

The Sub-Fund seeks to promote environmental and social characteristics by pursuing certain environmental and social initiatives on a binding basis.

For an Investment to qualify for investment by the Sub-Fund, the investee entity must:

1) Fulfil the good governance requirement following an assessment of key governance criteria such as sound management structures, remuneration of staff, employee relations and tax compliance;
2) Meet the Baseline Screens (as defined below), including not being at a Very High risk of a UN Global Compact violation;
3) Have an Overall ESG Score, as described below, of greater than or equal to 2.

The Sub-Fund will not invest in any Investments where, at the time the investment is made by the Sub-Fund in such Investment, the Investment Manager is aware, to its actual knowledge (having undertaken customary due diligence), that such Investment is in an entity:

1. that derives any revenue from the manufacture or distribution of weapons in violation of one or more of: (i) The Convention on the Use of Certain Conventional Weapons, (ii) The Chemical Weapons Convention, (iii) The Biological Weapons Convention, (iv) The Convention on Cluster Munitions (the Oslo Convention), (v) The Anti-Personnel Landmines Convention (the Ottawa Convention) and (vi) The Nuclear Non-Proliferation Treaty;

2. that derives more than 5% of its most recently completed fiscal years' annual sales revenue from the extraction and sale of coal (including, for the avoidance of doubt, ignite, bituminous, anthracite and steam coal), as well as production and power generation from thermal coal;

3. that derives more than 5% of its most recently completed fiscal years' annual sales revenue from (i) tar sands extraction, or (ii) peat-fired power generation;

4. that is involved in the manufacturing of controversial weapons, cluster bombs, landmines, depleted uranium weapons, chemical and biological weapons, blinding laser weapons, incendiary weapons and/or non-detectable fragment weapons;

5. that derives more than 10% of its most recently completed fiscal years' annual sales revenue from the production, distribution or sale of weapons or ammunition (including, for the avoidance of doubt, "civilian" weapons or ammunition) or from the production, distribution or sale of military hardware;

6. that is a manufacturer or a provider of components or auxiliary services related to nuclear warheads and missiles, or an assembler of delivery platforms for nuclear weapons; Note that: (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

7. that is principally involved in the manufacturing of conventional weapons and weapons components for military use; Note that: (i) companies involved in the manufacturing of military weapons for entities that are not governments or governmental organisations, police forces, state-owned companies or supranational organisations are fully excluded, and (ii) companies selling to governments or governmental organisations, state-owned companies or supranational organisations are flagged to the private equity investment committee of the Investment Manager for additional scrutiny;

8. that derives more than 5% of its most recently completed fiscal years' annual sales revenue from production, distribution, retail and supply of tobacco-related products, tobacco leaf growing, harvesting, curing, leaf processing, end-product manufacturing;

9. that derives any sales revenue from the production of pornography; or

10. that, to the Investment Manager's actual knowledge obtained in the ordinary course of the Investment Manager's due diligence process (in reliance on responses provided by any investment or sponsor of an investment through any

due diligence questionnaire) relating to the Direct Co-Investment or follow-on investment to such Direct Co-Investment conducted prior to the Sub-Fund acquiring such Direct Co-Investment or follow-on investment to such Direct Co-Investment, has violated the UN Global Compact's 10 Principles for Business.

It is possible that the Investment Manager will not receive sufficient information to correctly assess whether investee companies comply with the above obligations post-investment (collectively, the "**Baseline Screens**"). The Investment Manager may not be able to independently verify the accuracy of responses to the ESG Questionnaire described below and will rely on investee companies to provide accurate responses.

**Sustainability indicators** measure how the environmental or social characteristics promoted by the financial product are attained.

- ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

With respect to Direct Co-Investments, eligibility for an investment is determined through the completion of a proprietary Direct Co-Investment ESG scorecard. The deal teams are required to either (a) assign each investment a 1-5 rating (1 - Identified Issue; 2 - Identified Issue with Adequate Mitigants; 3 - Adequate Risk Control; 4 - Strong Practices; 5 - Key Driver of Underlying Business); or (b) answer yes/no across Environmental, Social, Governance, Data Quality, Other, Baseline Screens and Heightened Scrutiny questions. Where needed, the deal team will substantiate the answer or identify mitigants. The deal team's assessment is combined with an industry scoring based on SASB resulting in an Overall ESG Score for the prospective Direct Co-Investment.

With respect to secondary participations in Underlying Funds, eligibility for an investment is determined through the completion of a proprietary secondary ESG scorecard with a look-through materiality threshold of 15% of Net Asset Value for the Baseline Screens. The proprietary ESG scorecard will use the same 1-5 rating system described above and will focus on practices of the general partners and/or managers of such Underlying Funds across Identification, Contribution and Monitoring, with additional assessment of good governance, data quality and baselines screens related to the portfolio. The deal team's assessment results in an Overall ESG Score attributed to the portfolio.

With respect to Liquid Investments: (i) eligibility for an investment in a Liquid Fund is determined based on whether the relevant Liquid Fund constitutes a financial products as described in Article 8 SFDR as determined by the relevant fund manager and/or adviser; and (ii) eligibility for an investment in a Liquid Securities is determined based on the application of the Baseline Screens at the level of the underlying security (and not at the level of the parent/issuer). For the avoidance of doubt, Liquid Investments may still retain an indirect exposure to assets that may violate the Baseline Screens, including through the use of derivatives.

- ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

The Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

- ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

**Principal adverse impacts** are the most significant negative impacts of investment decisions on sustainability factors

The Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

*How have the indicators for adverse impacts on sustainability factors been taken into account?*

relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

Not applicable as the Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio. Please refer to the section below, "Does this financial product consider principal adverse impacts on sustainability factors?", which describes how the Sub-Fund considers PAIs on sustainability factors.

*How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:*

Not applicable as the Sub-Fund does not commit to holding sustainable investments, however, they may form part of the portfolio.

*The EU Taxonomy sets out a "do not significant harm" principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*
The "do no significant harm" principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.
*Any other sustainable investments must also not significantly harm any environmental or social objectives.*

## Does this financial product consider principal adverse impacts on sustainability factors?

☒ **Yes**_____ _____
Through its ESG screening process, the Sub-Fund considers and reports on the following PAI indicators:

1) Exposure to companies active in the fossil fuel sector;

2) Violations of UN Global Compact principles and Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises; and

3) Exposure to controversial weapons (anti-personnel mines; cluster munitions; chemical weapons and biological weapons).

The Sub-Fund will provide information on the PAIs considered through the ESG due diligence and monitoring process, based on the assessment of available information, in the Annual Report.

☐ **No**

## What investment strategy does this financial product follow?

In order to achieve its investment objective, the Sub-Fund will primarily invest, directly and indirectly, in a diversified, portfolio of long-term Private Equity Investments.

The Sub-Fund will also invest in a portfolio of Liquid Investments, which may include investments in Liquid Funds including, without limitation, funds investing in fixed income securities and funds investing in liquid alternatives and Liquid Securities.

Private Equity Investments may be made in a variety of ways, including by investing in (i) equity and equity-like interests in subsidiary holding companies, partnerships and other co-investment vehicles; and (ii) corporate finance instruments in the form of shareholder loans or other shareholder financing. The Sub-Fund will not seek control positions with

respect to its Private Equity Investments. Instead, the Sub-Fund intends to make investments on a co-investment basis ("**Direct Co-Investments**") alongside financial, strategic or other third-party private equity sponsors who sponsor and facilitate co-investments ("**PE Sponsors**"). Such PE Sponsors will generally either be well known to the Investment Manager, or other funds managed by the Investment Manager will have co-invested alongside them. The Sub-Fund's Direct Co-Investments may be made on a primary or secondary basis. In addition, the Sub-Fund may also make Private Equity Investments by investing in secondary participations in underlying private equity focused investment funds ("**Underlying Funds**").

All potential investments considered for the Sub-Fund will be subject to a detailed ESG assessment and risk rating process prior to an investment decision being made to ensure that they meet the Sub-Fund's ESG criteria.

The Sub-Fund will not invest in any investee undertaking which, at the time that the Sub-Fund makes its initial investment therein, is determined by the Investment Manager to be high risk in accordance with the BlackRock ESG risk rating for BlackRock Private Equity Partners framework (or any successor or equivalent framework adopted by the Investment Manager from time to time), unless such investee undertaking is contractually obliged or incentivised to make positive ESG changes to its business or operations within eighteen (18) months of the date of initial investment such that it would then meet the Investment Manager's criteria for investment by the Sub-Fund; provided that, for the avoidance of doubt, the foregoing shall not limit in any way the ability of the Sub-Fund to make follow-on investments in such investee companies where intended primarily to maintain or protect the value of an existing Investment, and any such follow-on investment shall not be subject to the foregoing limitations or requirements.

Beyond the integration of ESG in the due diligence process, each of the Investments will be made in accordance with a framework designed to achieve compliance with Article 8 of SFDR. All proposed investments to be made by the Sub-Fund are assessed against the environmental and social characteristics being promoted by the Sub-Fund, as outlined above.

**The investment strategy** guides investment decisions based on factors such as investment objectives and risk tolerance.

- ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

Each Private Equity Investment is considered in relation to the proprietary ESG scorecards described above. The process is integrated across the different stages of the investment process. The assessment of individual Investments is a key consideration in the Sub-Fund's Investment Committee process and the ultimate investment decision.

In addition, pursuant to the Sub-Fund's investment restrictions, the Sub-Fund will not invest in any Investment, which, at the time the relevant Investment is made, to the actual knowledge of the Investment Manager or the AIFM having undertaken customary due diligence, neither the Sub-Fund, nor any investment holding vehicles established by the Sub-Fund, would contravene the Baseline Screens as they are described above to apply to that type of Investment (other than Liquid Funds, which do not apply the Baseline Screens).

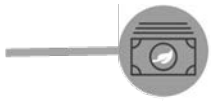
- ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

Not applicable.

**Good governance** practices include sound management structures, employee relations, remuneration of staff and tax compliance.

- ***What is the policy to assess good governance practices of the investee companies?***

For each Private Equity Investment, the Investment Manager completes a comprehensive proprietary ESG scorecard as described above, which includes questions on key governance criteria including, but not limited to, sound management structures, employee relations and remuneration of staff. In addition, the Investment Manager ensures tax compliance by conducting tax due diligence as part of the underwriting for which the investment teams leverage in-house experts as well as external advisors. With respect to good governance, the Investment Manager takes into consideration certain of the UN Global Compact principles and OECD Guidelines for Multinational Enterprises.



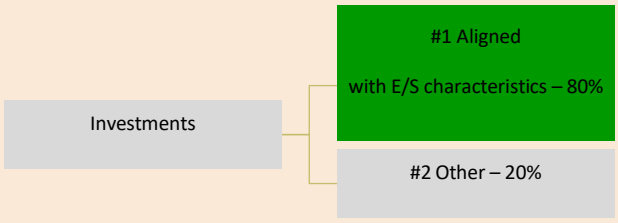
## What is the asset allocation planned for this financial product?

A minimum of 80% of the Sub-Fund's total assets will be invested in Investments that are aligned with environmental and/or social characteristics described above (#1 Aligned with E/S characteristics).

The Sub-Fund may invest up to 20% of its total assets in other investments (#2 Other investments).

The proposed asset allocation set out above does not take into account any temporary cash holdings arising due to capital contributions which are pending investment, proceeds from the realisation of assets in the portfolio which are pending re-investment or distribution, or other similar circumstances.

**Asset allocation** describes the share of investments in specific assets.




**#1 Aligned with E/S characteristics** includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

**#2 Other** includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

- ***How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?***

Not applicable. The Sub-Fund will not use derivatives to attain the environmental or social characteristics being promoted.

Taxonomy-aligned activities are expressed as a share of:

## To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

-**turnover** reflecting the share of revenue from green activities of investee companies
-**capital expenditure** (CapEx) showing the green investments made by investee companies, e.g., for a transition to a green economy.
-**operational expenditure** (OpEx) reflecting green operational activities of investee companies.

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

The Sub-Fund does not currently commit to investing more than 0% of its assets in sustainable investments with an environmental objective aligned with the EU Taxonomy, however, these investments may form part of the portfolio.

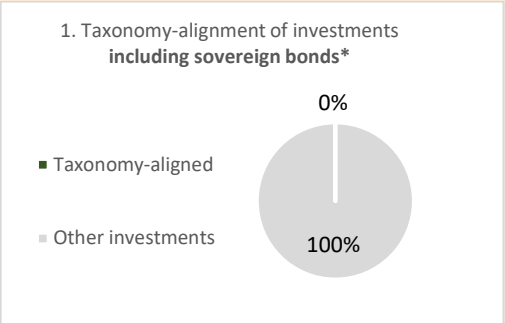
- ***Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy[14]?***

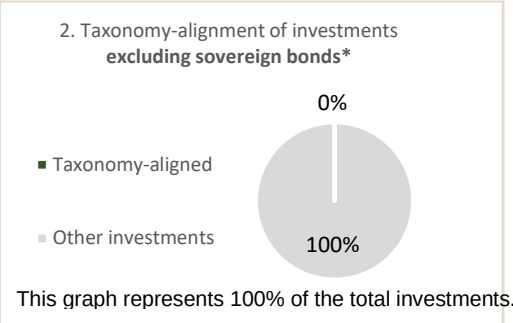
☐ **Yes**

☐ **In fossil gas** ☐ **In nuclear energy**

☒ **No**

***The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.***




This graph represents 100% of the total investments.

** For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures*

[14] Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objectives - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective**.**

**Transitional activities are** activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.

- ***What is the minimum share of investments in transitional and enabling activities?***

The Sub-Fund does not commit to investing in sustainable investments with an environmental objective, however, these investments may form part of the portfolio.

**What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?**

The Sub-Fund does not commit to investing in sustainable investments with an environmental objective, however, these investments may form part of the portfolio.

**What is the minimum share of socially sustainable investments?**

The Sub-Fund does not currently commit to investing more than 0% of its assets in socially sustainable investments, however, these investments may form part of the portfolio.

**What investments are included under "#2 Other", what is their purpose and are there any minimum environmental or social safeguards?**

The Sub-Fund may on an ancillary basis invest in liquid instruments, including Liquid Investments, and the Sub-Fund may use derivatives for purposes of hedging. For the avoidance of doubt, liquid instruments and derivatives will not be aligned with the environmental and social characteristics outlined above.

In addition, certain Investments may be temporarily inconsistent with the E/S characteristics defined herein.

## Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

No.

**Reference benchmarks** are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

Not applicable.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

Not applicable.

- ***How does the designated index differ from a relevant broad market index?***

Not applicable.

- ***Where can the methodology used for the calculation of the designated index be found?***

Not applicable.

**Where can I find more product specific information online?**

**More product-specific information can be found on the website:**

Please refer to the website page for the Sub-Fund, which can be found by typing the name of the Sub-Fund into the search bar on the BlackRock website: www.blackrock.com.

## ANNEX II - OFFERING LEGENDS

NOTICE TO PROSPECTIVE INVESTORS GENERALLY

THE DISTRIBUTION OF THIS PROSPECTUS AND/OR THE OFFER AND SALE OF THE SHARES IN CERTAIN JURISDICTIONS OR TO CERTAIN INVESTORS MAY (IN ADDITION TO THOSE RESTRICTIONS UNDER THE LAWS OF VARIOUS JURISDICTIONS DESCRIBED HEREIN) BE RESTRICTED OR PROHIBITED BY LAW. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE AND DOMICILE WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSITION OF THE SHARES.

COPIES OF THIS PROSPECTUS DISTRIBUTED TO INVESTORS IN A PARTICULAR JURISDICTION MAY INCLUDE AN ADDITIONAL NOTICE REGARDING THE OFFERING AND SALE OF THE SHARES IN THAT JURISDICTION, WHICH NOTICE, IF INCLUDED, WILL BE AFFIXED ON THE COVER OF THIS PROSPECTUS.

NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA ("EEA")

PURSUANT TO THE AIFMD, THE SUB-FUND WILL CONSTITUTE AN EU AIF WHOSE ALTERNATIVE INVESTMENT FUND MANAGER IS ITSELF AN EU AIFM. EACH MEMBER STATE OF THE EEA HAS ADOPTED LEGISLATION IMPLEMENTING THE AIFMD INTO NATIONAL LAW. UNDER THE AIFMD, MARKETING OF THE SHARES TO ANY PROSPECTIVE INVESTOR DOMICILED OR WITH A REGISTERED OFFICE IN THE EEA WILL BE RESTRICTED BY SUCH LAWS AND NO SUCH MARKETING SHALL TAKE PLACE EXCEPT AS PERMITTED BY SUCH LAWS. POTENTIAL INVESTORS SHOULD ENSURE THEY ARE ABLE TO SUBSCRIBE FOR SHARES IN THE SUB-FUND IN ACCORDANCE WITH THE ABOVE LAWS. IN ADDITION, THE SUB-FUND QUALIFIES AS AN ELTIF UNDER THE ELTIF REGULATION.

IN ACCORDANCE WITH ARTICLE 31(2) OF THE ELTIF REGULATION AND ARTICLE 32 OF THE AIFMD, THE SUB-FUND MAY BE MARKETED UNDER AN AIFMD MARKETING PASSPORT IN THE MEMBERS STATES OF THE EEA TO WHICH THE AIFMD MARKETING PASSPORT PERMISSIONS RELATE TO: (I) PROFESSIONAL INVESTORS; AND (II) RETAIL INVESTORS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ELTIF REGULATION, IN EACH CASE WHERE THE PROSPECTIVE INVESTOR IS DOMICILED OR HAS A REGISTERED OFFICE IN A MEMBER STATE OF THE EEA IN RESPECT OF WHICH AIFMD MARKETING PASSPORT PERMISSIONS HAVE BEEN RECEIVED. OTHER INVESTORS SHOULD NOT, AND SHOULD NOT BE INVITED TO, SUBSCRIBE FOR SHARES UNLESS SUCH SUBSCRIPTION IS OTHERWISE PERMITTED BY APPLICABLE LAWS.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM (THE "UK")

IN THE UK, THE SUB-FUND MAY BE MARKETED TO: (I) PROFESSIONAL CLIENTS; AND (II) HIGH NET WORTH AND SOPHISTICATED INVESTORS. FOR THE PURPOSES OF THIS PARAGRAPH, "PROFESSIONAL CLIENTS", "HIGH NET WORTH INVESTOR" AND "SOPHISTICATED INVESTOR" HAVE THE MEANING SET OUT IN THE FCA HANDBOOK.

NOTICE TO RESIDENTS OF SWITZERLAND

THE OFFER AND THE MARKETING OF SHARES OF THE SUB-FUND IN SWITZERLAND WILL BE EXCLUSIVELY MADE TO, AND DIRECTED AT, QUALIFIED INVESTORS (THE "QUALIFIED INVESTORS"), AS DEFINED IN ARTICLE 10(3) AND (3TER) OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT AS OF 23 JUNE 2006 AND ITS IMPLEMENTING ORDINANCE. ACCORDINGLY, THE SUB-FUND HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY. THIS PROSPECTUS AND/OR ANY OTHER OFFERING OR MARKETING MATERIALS RELATING TO THE SHARES OF THE SUB-FUND MAY BE MADE AVAILABLE IN SWITZERLAND SOLELY TO QUALIFIED INVESTORS.

FOR INFORMATION ON ART. 8 / 9 FINANCIAL SERVICES ACT (FINSA) AND ON YOUR CLIENT SEGMENTATION UNDER ART. 4 FINSA, PLEASE SEE THE FOLLOWING WEBSITE: WWW.BLACKROCK.COM/FINSA.

THE REPRESENTATIVE IN SWITZERLAND IS BLACKROCK ASSET MANAGEMENT SCHWEIZ AG, BAHNHOFSTR. 39, 8001 ZÜRICH, SWITZERLAND (THE "REPRESENTATIVE"). THE PAYING AGENT IN SWITZERLAND IS STATE STREET BANK INTERNATIONAL GMBH, MUNICH, ZÜRICH BRANCH, BEETHOVENSTRASSE 19, CH-8002 ZÜRICH, SWITZERLAND.

THIS PROSPECTUS AND ANY OTHER OFFERING MATERIALS RELATING TO THE SHARES OF THE SUB-FUND, AS WELL AS THE ANNUAL REPORT OF THE SUB-FUND, MAY BE OBTAINED FREE OF CHARGE FROM THE REPRESENTATIVE IN SWITZERLAND. THE PLACE OF PERFORMANCE FOR SHARES OF THE SUB-FUND OFFERED IN SWITZERLAND IS THE REGISTERED OFFICE OF THE REPRESENTATIVE. THE PLACE OF JURISDICTION IS AT THE REGISTERED OFFICE OF THE REPRESENTATIVE OR AT THE REGISTERED OFFICE OR PLACE OF RESIDENCE OF THE INVESTOR.

THE AIFM AND ITS AGENTS PAY NO FEES TO THIRD PARTIES FOR DISTRIBUTION ACTIVITY OF THE SUB-FUND IN SWITZERLAND, NOR FOR TRANSACTION FACILITATION ACTIVITIES IN SWITZERLAND IN RELATION TO THE SUB-FUND.

THE AIFM AND/OR ITS AGENTS MAY PAY FEE REBATES DIRECTLY TO SOME INVESTORS, IN ORDER TO REDUCE THE CHARGES OR COSTS BORNE BY SUCH INVESTORS. PURSUANT TO SWISS LAWS GOVERNING THE SUB-FUND DISTRIBUTION ACTIVITIES IN SWITZERLAND, REBATES ARE ALLOWED AS LONG AS THEY ARE PAID OUT OF THE FEES DUE TO THE AIFM OR ITS AGENTS AND NOT CHARGED TO THE SUB-FUND AS AN EXTRA COST AND GRANTED ON THE BASIS OF OBJECTIVE CRITERIA TO ALL INVESTORS WHO REQUEST REBATES AND FULFIL THE OBJECTIVE CRITERIA EQUALLY.

THE OBJECTIVE CRITERIA FOR PAYMENT OF REBATES ARE (FOR EXAMPLE):

- THE LEVEL OF ASSETS INVESTED BY THE INVESTOR IN THE SUB-FUND OR IN ALL SUB-FUNDS AND OTHER PRODUCTS WHICH FORM PART OF THE PRODUCT OFFERING OF THE PROMOTER OF THE SUB-FUND;

- THE LEVEL OF FEES PAID BY THE INVESTOR TO THE AIFM;

- INVESTOR SUPPORT FOR THE SUB-FUND DURING SUCH SUB-FUND'S FUNDRAISING PERIOD.

FURTHER INFORMATION ABOUT THESE CRITERIA MAY BE OBTAINED FROM THE AIFM UPON REQUEST.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

THIS DOCUMENT MAY NOT BE DISTRIBUTED IN THE KINGDOM OF SAUDI ARABIA EXCEPT TO SUCH PERSONS AS ARE PERMITTED UNDER THE INVESTMENT FUNDS REGULATIONS ISSUED BY THE CAPITAL MARKET AUTHORITY.

THE CAPITAL MARKET AUTHORITY DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THIS DOCUMENT, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS ARISING FROM, OR INCURRED IN RELIANCE UPON, ANY PART OF THIS DOCUMENT.

PROSPECTIVE SUBSCRIBERS OF THE SHARES OFFERED HEREBY SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE ACCURACY OF THE INFORMATION RELATING TO THE SHARES TO BE OFFERED. IF YOU DO NOT UNDERSTAND THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISER.

NOTICE TO RESIDENTS OF AUSTRALIA

THIS PROSPECTUS IS NOT A PROSPECTUS OR PRODUCT DISCLOSURE STATEMENT UNDER THE CORPORATIONS ACT 2001 (CTH) (CORPORATIONS ACT) AND DOES NOT CONSTITUTE A RECOMMENDATION TO ACQUIRE, AN INVITATION TO APPLY FOR, AN OFFER TO APPLY FOR OR BUY, AN OFFER TO ARRANGE THE ISSUE OR SALE OF, OR AN OFFER FOR ISSUE OR SALE OF, ANY SECURITIES IN AUSTRALIA, EXCEPT AS SET OUT BELOW. THE SUB-FUND HAS NOT AUTHORISED NOR TAKEN ANY ACTION TO PREPARE OR LODGE WITH THE AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION AN AUSTRALIAN LAW COMPLIANT PROSPECTUS OR PRODUCT DISCLOSURE STATEMENT. ACCORDINGLY, THIS PROSPECTUS MAY NOT BE ISSUED OR DISTRIBUTED IN AUSTRALIA AND THE SHARES IN THE SUB-FUND MAY NOT BE OFFERED, ISSUED, SOLD OR DISTRIBUTED IN AUSTRALIA BY ANY PERSON, UNDER THIS PROSPECTUS OTHER THAN BY WAY OF OR PURSUANT TO AN OFFER OR INVITATION THAT DOES NOT NEED DISCLOSURE TO INVESTORS UNDER PART 6D.2 OR PART 7.9 OF THE CORPORATIONS ACT, WHETHER BY REASON OF THE INVESTOR BEING A 'WHOLESALE CLIENT' (AS DEFINED IN SECTION 761G OF THE CORPORATIONS ACT AND APPLICABLE REGULATIONS) OR OTHERWISE. THIS PROSPECTUS DOES NOT CONSTITUTE OR INVOLVE A RECOMMENDATION TO ACQUIRE, AN OFFER OR INVITATION FOR ISSUE OR SALE, AN OFFER OR INVITATION TO ARRANGE THE ISSUE OR SALE, OR AN ISSUE OR SALE, OF SHARES TO A 'RETAIL CLIENT' (AS DEFINED IN SECTION 761G OF THE CORPORATIONS ACT AND APPLICABLE REGULATIONS) IN AUSTRALIA.

NOTICE TO RESIDENTS OF BELGIUM

THE SHARES IN THE SUB-FUND ARE REGISTERED/NOMINATIVE SHARES. IN ORDER TO ALLOW BELGIAN INVESTORS TO RECORD THE SUB-FUND'S SHARES ON A SECURITIES ACCOUNT OPENED WITH A BELGIAN DISTRIBUTOR, THE LATTER CAN PROPOSE A SUBSCRIPTION SERVICE IN WHICH IT ACTS AS A NOMINEE.

A NOMINEE SYSTEM MEANS THAT THE POSITIONS OF INVESTORS HOLDING REGISTERED SHARES ARE BEING RECORDED IN INDIVIDUAL SECURITIES ACCOUNTS OPENED IN THEIR OWN NAME WITH THE NOMINEE AND THAT THE OVERALL POSITION OF SUCH INVESTORS TAKEN TOGETHER IS IN TURN REFLECTED IN A GENERIC REGISTRATION IN THE NAME OF THE NOMINEE (BUT ON BEHALF OF SUCH INVESTORS) IN THE SHAREHOLDERS' REGISTER OF THE SUB-FUND.

A BELGIAN DISTRIBUTOR WHO OFFERS SUCH NOMINEE SERVICES MAY ACT AS A NOMINEE ITSELF OR APPOINT A THIRD-PARTY NOMINEE. THE SUB-FUND IS NOT INVOLVED IN THE PROCESS OF IDENTIFYING OR NOMINATING THIRD-PARTY NOMINEES BY A BELGIAN DISTRIBUTOR. WHEN A BELGIAN DISTRIBUTOR USES A THIRD-PARTY NOMINEE, THE IDENTITY OF THIS THIRD-PARTY NOMINEE CAN BE OBTAINED FROM THE BELGIAN DISTRIBUTOR.

EACH BELGIAN DISTRIBUTOR THAT OFFERS NOMINEE SERVICES SHALL COMPLY WITH FSMA'S CIRCULAR LETTER OPC 4/2007 OF 24 OCTOBER 2007 CONCERNING

THE HOLDING OF SECURITIES OF COLLECTIVE INVESTMENT UNDERTAKINGS THROUGH AN INTERMEDIARY (NOMINEE).

INVESTORS MAY AT ANY TIME SUBMIT A REQUEST TO THEIR BELGIAN DISTRIBUTOR FOR DIRECT REGISTRATION IN THE SUB-FUND'S REGISTER OF REGISTERED SHARES. INVESTORS SHOULD REFER TO THEIR BELGIAN DISTRIBUTOR FOR AN INDICATION OF THE FEES THAT IT MAY CHARGE IN THE EVENT OF A DIRECT REGISTRATION REQUEST.

BEFORE MAKING AN INVESTMENT DECISION, IT IS RECOMMENDED THAT EACH INVESTOR OBTAINS FROM HIS OR HER BELGIAN DISTRIBUTOR FURTHER INFORMATION ON THE NOMINEE THAT THE BELGIAN DISTRIBUTOR MAY USE, THE PROCEDURES PUT IN PLACE BY THE BELGIAN DISTRIBUTOR TO PROTECT THE RIGHTS OF INVESTORS IN THE EVENT OF THE INSOLVENCY OF THE BELGIAN DISTRIBUTOR AND/OR THE THIRD-PARTY NOMINEE.

NOTICE TO RESIDENTS OF BRAZIL

THE SHARES IN THE SUB-FUND MAY NOT BE OFFERED OR SOLD TO THE PUBLIC IN BRAZIL. ACCORDINGLY, THE SHARES IN THE SUB-FUND HAVE NOT BEEN NOR WILL BE REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION - CVM NOR HAVE THEY BEEN SUBMITTED TO THE FOREGOING AGENCY FOR APPROVAL. DOCUMENTS RELATING TO THE SHARES IN THE SUB-FUND, AS WELL AS THE INFORMATION CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN BRAZIL, AS THE OFFERING OF SHARES IN THE SUB-FUND IS NOT A PUBLIC OFFERING OF SECURITIES IN BRAZIL, NOR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF SECURITIES TO THE PUBLIC IN BRAZIL.

NOTICE TO RESIDENTS OF CHILE

ESTA OFERTA PRIVADA SE INICIA EL DÍA INDICADO EN LA PORTADA DE ESTE MEMORANDUM Y SE ACOGE A LAS DISPOSICIONES DE LA NORMA DE CARÁCTER GENERAL Nº 336 DE LA SUPERINTENDENCIA DE VALORES Y SEGUROS, HOY COMISIÓN PARA EL MERCADO FINANCIERO.

ESTA OFERTA VERSA SOBRE VALORES NO INSCRITOS BAJO LA LEY DE MERCADO DE VALORES EN EL REGISTRO DE VALORES O EN EL REGISTRO DE VALORES EXTRANJEROS QUE LLEVA LA COMISIÓN PARA EL MERCADO FINANCIERO, POR LO QUE TALES VALORES NO ESTÁN SUJETOS A LA FISCALIZACIÓN DE ÉSTA;

POR TRATARSE DE VALORES NO INSCRITOS, NO EXISTE OBLIGACIÓN POR PARTE DEL EMISOR DE ENTREGAR EN CHILE INFORMACIÓN PÚBLICA RESPECTO DE LOS VALORES SOBRE LOS QUE VERSA ESTA OFERTA;

ESTOS VALORES NO PODRÁN SER OBJETO DE OFERTA PÚBLICA EN CHILE MIENTRAS NO SEAN INSCRITOS EN EL REGISTRO DE VALORES CORRESPONDIENTE;

ESTE CONTENIDO NO CONTIENE NINGUNA RECOMENDACIÓN O EVALUACIÓN DE INVERSIÓN, LEGAL, FISCAL O DE OTRO TIPO Y NO DEBE INTERPRETARSE COMO ASESORÍA DE INVERSIÓN O DE CUALQUIER OTRA NATURALEZA. CADA INVERSIONISTA DEBE CONSULTAR A SU ASESOR DE INVERSIÓN, ASESOR FISCAL Y LEGAL ANTES DE TOMAR CUALQUIER DECISIÓN DE INVERSIÓN. BLACKROCK NO HA

CONSIDERADO LA IDONEIDAD O RAZONABILIDAD DE CUALQUIER INVERSIÓN EN FUNCIÓN DE LAS NECESIDADES DE AHORRO, PERFIL DE INVERSIÓN, EXPECTATIVAS, CIRCUNSTANCIAS O TOLERANCIA AL RIESGO DE PERSONA ALGUNA Y NO ASUME RESPONSABILIDAD ALGUNA EN RELACIÓN CON ELLO;

INVERTIR IMPLICA RIESGOS, INCLUYENDO LA POSIBLE PÉRDIDA DEL CAPITAL. LAS INVERSIONES EN ACTIVOS FINANCIEROS IMPLICAN CIERTO GRADO DE RIESGO. EL VALOR DE LAS INVERSIONES Y EL INGRESO QUE GENEREN LAS MISMAS PUEDE VARIAR, POR LO CUAL, EL VALOR DE LA INVERSIÓN INICIAL NO PUEDE SER GARANTIZADO. NO EXISTE GARANTÍA ALGUNA DE QUE SE CUMPLAN LAS PREVISIONES U OPINIONES EXPRESADAS EN ESTE DOCUMENTO.

THIS PRIVATE OFFER COMMENCES ON THE LAUNCH DATE OF THE SUB-FUND SET FORTH IN THIS PROSPECTUS AND IT IS SUBJECT TO GENERAL REGULATION NO. 336 OF THE SUPERINTENDENCE OF SECURITIES AND INSURANCES (CURRENTLY THE FINANCIAL MARKETS COMMISSION).

THIS OFFER RELATES TO SHARES NOT REGISTERED PURSUANT TO THE SECURITES MARKET LAW WITH THE SECURITIES REGISTRY OR THE REGISTRY OF FOREIGN SECURITIES OF THE FINANCIAL MARKETS COMMISSION, AND THEREFORE SUCH SECURITIES ARE NOT SUBJECT TO OVERSIGHT BY THE LATTER;

BEING UNREGISTERED SHARES, THERE IS NO OBLIGATION ON THE ISSUER TO PROVIDE PUBLIC INFORMATION IN CHILE REGARDING SUCH SHARES;

THESE SHARES MAY NOT BE SUBJECT TO A PUBLIC OFFER IN CHILE UNTIL THEY ARE REGISTERED IN THE CORRESPONDING SECURITIES REGISTRY;

THIS CONTENT DOES NOT INCLUDE OR ENTAIL ANY INVESTMENT, LEGAL, TAX OR OTHER RECOMMENDATION OR EVALUATION AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR OF ANY OTHER NATURE. EACH INVESTOR SHOULD CONSULT HIS OR HER INVESTMENT ADVISOR, TAX AND LEGAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISION. BLACKROCK HAS NOT CONSIDERED THE SUITABILITY OR REASONABLENESS OF ANY INVESTMENT BASED ON THE SAVINGS NEEDS, INVESTMENT PROFILE, EXPECTATIONS, CIRCUMSTANCES OR RISK TOLERANCE OF ANY PERSON AND ACCEPTS NO LIABILITY IN RELATION THERETO;

INVESTING INVOLVES RISKS INCLUDING POSSIBLE LOSS OF PRINCIPAL. INVESTMENTS IN FINANCIAL ASSETS INVOLVE A CERTAIN DEGREE OF RISK. THE VALUE OF THE INVESTMENTS AND THE INCOME THEY GENERATE MAY VARY, THEREFORE, THE VALUE OF THE INITIAL INVESTMENT CANNOT BE GUARANTEED. THERE IS NO GUARANTEE OF ANY FORECASTS OR OPINIONS EXPRESSED HEREIN.

<u>NOTICE TO RESIDENTS OF COLOMBIA</u>

THIS DOCUMENT DOES NOT CONSTITUTE A PUBLIC OFFER IN THE REPUBLIC OF COLOMBIA. THE SUB-FUND IS OFFERED UNDER CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES UNDER APPLICABLE COLOMBIAN SECURITIES LAWS AND REGULATIONS. THE OFFER OF THE SUB-FUND IS ADDRESSED TO LESS THAN ONE HUNDRED SPECIFICALLY IDENTIFIED INVESTORS. THE SUB-FUND MAY NOT BE PROMOTED OR MARKETED IN COLOMBIA OR TO COLOMBIAN RESIDENTS, UNLESS SUCH PROMOTION AND MARKETING IS MADE IN COMPLIANCE WITH DECREE 2555 OF 2010 AND OTHER APPLICABLE RULES AND

REGULATIONS RELATED TO THE PROMOTION OF FOREIGN SECURITIES IN COLOMBIA.

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF SHARES MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS FOR GENERAL GUIDANCE ONLY, AND IT IS THE RESPONSIBILITY OF ANY PERSON OR PERSONS IN POSSESSION OF THIS PROSPECTUS AND WISHING TO MAKE APPLICATION FOR SHARES TO INFORM THEMSELVES OF, AND TO OBSERVE, ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION. PROSPECTIVE APPLICANTS FOR SHARES SHOULD INFORM THEMSELVES OF ANY APPLICABLE LEGAL REQUIREMENTS, EXCHANGE CONTROL REGULATIONS AND APPLICABLE TAXES IN THE COUNTRIES OF THEIR RESPECTIVE CITIZENSHIP, RESIDENCE OR DOMICILE.

NOTICE TO RESIDENTS OF COSTA RICA

THIS IS AN INDIVIDUAL AND PRIVATE OFFER WHICH IS MADE IN COSTA RICA UPON RELIANCE ON AN EXEMPTION FROM REGISTRATION BEFORE THE GENERAL SUPERINTENDENCY OF SECURITIES ("SUGEVAL"), PURSUANT TO ARTICLE 6 OF THE REGULATIONS ON THE PUBLIC OFFERING OF SECURITIES ("REGLAMENTO SOBRE OFERTA PÚBLICA DE VALORES"). THIS INFORMATION IS CONFIDENTIAL, AND IS NOT TO BE REPRODUCED OR DISTRIBUTED TO THIRD PARTIES AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES IN COSTA RICA.

AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES UNDER THE DEFINITION SET FORTH IN THE SECURITIES MARKET STATUTE ("LEY REGULADORA DEL MERCADO DE VALORES"), THE PRODUCT BEING OFFERED IS NOT INTENDED FOR THE COSTA RICAN PUBLIC OR MARKET AND NEITHER IS IT REGISTERED OR WILL BE REGISTERED BEFORE THE SUGEVAL AND, ACCORDINGLY, IT IS NOT COVERED BY THE SUPERVISION, DISCIPLINARY REGIME AND PROTECTIONS AFFORDED TO LOCAL INVESTORS BY THE SECURITIES MARKET STATUTE WITH REGARDS TO THE PUBLIC OFFERINGS OF SECURITIES, AND IT IS NOT REGISTERED IN THE NATIONAL REGISTRY OF SECURITIES AND INTERMEDIARIES ("REGISTRO NACIONAL DE VALORES E INTERMEDIARIOS").

AS THIS IS A PRIVATE OFFERING OF SHARES, THE INVESTOR WILL NOT HAVE ACCESS TO ONGOING REPORTING REQUIRED BY THE REGULATIONS SET FORTH BY THE NATIONAL COUNCIL FOR SUPERVISION OF THE FINANCIAL SYSTEM ("CONASSIF") AND THE SUGEVAL.

AS THIS IS NOT A PUBLIC OFFERING OF SECURITIES REGISTERED IN THE NATIONAL REGISTRY OF SECURITIES AND INTERMEDIARIES, THE INVESTOR WILL NOT BE ABLE TO TRADE THE PRODUCT IN THE SECONDARY MARKET IN COSTA RICA.

NOTICE TO RESIDENTS OF EL SALVADOR

THIS PROSPECTUS HAS BEEN PRODUCED FOR THE PURPOSE OF PROVIDING INFORMATION ABOUT THE SHARES. THIS PROSPECTUS IS MADE AVAILABLE ON THE CONDITION THAT IT IS FOR THE USE ONLY BY THE RECIPIENT AND MAY NOT BE PASSED ON TO ANY OTHER PERSON OR BE REPRODUCED IN ANY PART. THE SHARES HAVE NOT BEEN AND WILL NOT BE OFFERED IN THE COURSE OF A PUBLIC OFFERING OR OF EQUIVALENT MARKETING IN EL SALVADOR AND THEREFORE, THE PROVISIONS OF THE STOCK MARKET LAW OF 1994 (LEY DEL MERCADO DE

VALORES) AS AMENDED, RELATING TO REGISTRATION REQUIREMENTS AND TO PROSPECTUS REQUIREMENTS DO NOT APPLY. THE SHARES HAVE THUS NEITHER BEEN REGISTERED FOR PUBLIC DISTRIBUTION IN EL SALVADOR WITH THE STOCK SUPERINTENDENCY NOR BEEN THE SUBJECT MATTER OF A PROSPECTUS COMPLIANT WITH THE STOCK MARKET LAW. ANY SUBSCRIPTION APPLICATION BY ANY PERSON OTHER THAN THE INITIAL RECIPIENT OF THIS PROSPECTUS WILL BE REJECTED.

NOTICE TO RESIDENTS OF GUATEMALA

THIS COMMUNICATION AND ANY ACCOMPANYING INFORMATION IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE (AND SHOULD NOT BE INTERPRETED TO CONSTITUTE) A PUBLIC OFFERING, SELLING, OR CONDUCTING OF BUSINESS WITH RESPECT TO THE SHARES DESCRIBED HEREIN, IN GUATEMALA), OR THE CONDUCTING OF ANY BROKERAGE, BANKING OR OTHER SIMILARLY REGULATED ACTIVITIES IN GUATEMALA. NEITHER BLACKROCK, NOR THE SHARES DESCRIBED HEREIN, ARE REGISTERED (OR INTENDED TO BE REGISTERED) IN GUATEMALA. FURTHERMORE, NEITHER BLACKROCK, NOR THE SHARES DESCRIBED HEREIN, ARE REGULATED OR SUPERVISED BY ANY GOVERNMENTAL OR SIMILAR AUTHORITY IN GUATEMALA. THIS INFORMATION IS PRIVATE, CONFIDENTIAL AND IS SENT FOR THE EXCLUSIVE USE OF THE ADDRESSEE. THIS DOCUMENT MUST NOT BE PUBLICLY DISTRIBUTED AND ANY USE OF THIS DOCUMENT BY ANYONE OTHER THAN THE ADDRESSEE IS NOT AUTHORIZED. THE ADDRESSEE IS REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS IN ITS JURISDICTION, INCLUDING, WITHOUT LIMITATION, TAX LAWS AND EXCHANGE CONTROL REGULATIONS, IF ANY.

NOTICE TO RESIDENTS OF HONG KONG

WARNING THE CONTENTS OF THIS DOCUMENT HAVE NOT BEEN REVIEWED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THE OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. IN ADDITION, ALTHOUGH NOT A LEGAL REQUIREMENT COUNSEL RECOMMEND THAT THE FOLLOWING WORDING BE INCLUDED IN ALL MARKETING MATERIALS: FUNDS IN CORPORATE FORM THIS PROSPECTUS HAS NOT BEEN REGISTERED BY THE REGISTRAR OF COMPANIES IN HONG KONG. THE SUB-FUND IS A COLLECTIVE INVESTMENT SCHEME AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE OF HONG KONG (THE “ORDINANCE”) BUT HAS NOT BEEN AUTHORISED BY THE SECURITIES AND FUTURES COMMISSION PURSUANT TO THE ORDINANCE. ACCORDINGLY, THE SHARES MAY ONLY BE OFFERED OR SOLD IN HONG KONG TO PERSONS WHO ARE “PROFESSIONAL INVESTORS” AS DEFINED IN THE ORDINANCE AND ANY RULES MADE UNDER THE ORDINANCE OR IN CIRCUMSTANCES WHICH ARE PERMITTED UNDER THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE OF HONG KONG AND THE ORDINANCE. IN ADDITION, THIS PROSPECTUS MAY NOT BE ISSUED OR POSSESSED FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, AND THE SHARES MAY NOT BE DISPOSED OF TO ANY PERSON UNLESS SUCH PERSON IS OUTSIDE HONG KONG, SUCH PERSON IS A “PROFESSIONAL INVESTOR” AS DEFINED IN THE ORDINANCE AND ANY RULES MADE UNDER THE ORDINANCE OR AS OTHERWISE MAY BE PERMITTED BY THE ORDINANCE. FUNDS IN PARTNERSHIP OR UNIT TRUST FORM: THE SUB-FUND IS A COLLECTIVE INVESTMENT SCHEME BUT IS NOT AUTHORISED UNDER SECTION 104 OF THE SECURITIES AND FUTURES

ORDINANCE OF HONG KONG BY THE SECURITIES AND FUTURES COMMISSION OF HONG KONG. ACCORDINGLY, THE DISTRIBUTION OF THIS PROSPECTUS, AND THE PLACEMENT OF SHARES IN HONG KONG, IS RESTRICTED. THIS PROSPECTUS MAY ONLY BE DISTRIBUTED, CIRCULATED OR ISSUED TO PERSONS WHO ARE PROFESSIONAL INVESTORS UNDER THE SECURITIES AND FUTURES ORDINANCE AND ANY RULES MADE UNDER THAT ORDINANCE OR AS OTHERWISE PERMITTED BY THE SECURITIES AND FUTURES ORDINANCE.

NOTICE TO RESIDENTS OF JAPAN

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED PURSUANT TO ARTICLE 4, PARAGRAPH 1 OF THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948, AS AMENDED) AND, ACCORDINGLY, NONE OF THE SHARES NOR ANY INTEREST THEREIN MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT, OF ANY JAPANESE PERSON OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO ANY JAPANESE PERSON EXCEPT UNDER CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND GUIDELINES PROMULGATED BY THE RELEVANT JAPANESE GOVERNMENTAL AND REGULATORY AUTHORITIES AND IN EFFECT AT THE RELEVANT TIME. FOR THIS PURPOSE, A “JAPANESE PERSON” MEANS ANY PERSON RESIDENT IN JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANISED UNDER THE LAWS OF JAPAN.

NOTICE TO RESIDENTS OF MEXICO

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL REGISTRY OF SECURITIES, MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION AND, AS A RESULT, MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO. THE FUND AND ANY UNDERWRITER OR PURCHASER MAY OFFER AND SELL THE SHARES OF THE SUB-FUND IN MEXICO ON A PRIVATE PLACEMENT BASIS TO INSTITUTIONAL AND QUALIFIED INVESTORS PURSUANT TO ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW. POTENTIAL INVESTORS ARE REQUIRED TO INFORM THEMSELVES OF, AND TO OBSERVE, ANY LEGAL RESTRICTIONS ON THEIR INVOLVEMENT IN THE OFFERING.

NOTICE TO RESIDENTS OF PANAMA

THESE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE SUPERINTENDENCE OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA UNDER DECREE LAW N°1 OF JULY 8, 1999 (THE “PANAMANIAN SECURITIES ACT”) AND MAY NOT BE PUBLICLY OFFERED OR SOLD WITHIN PANAMA, EXCEPT IN CERTAIN LIMITED TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE PANAMANIAN SECURITIES ACT. THESE SHARES DO NOT BENEFIT FROM THE TAX INCENTIVES PROVIDED BY THE PANAMANIAN SECURITIES ACT AND ARE NOT SUBJECT TO REGULATION OR SUPERVISION BY SUPERINTENDENCE OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA.

NOTICE TO RESIDENTS OF PERU

THIS SUB-FUND HAS NOT BEEN REGISTERED WITH THE SUPERINTENDENCIA DEL MERCADO DE VALORES (SMV) AND ANY INFORMATION IN CONNECTION WITH THE SUB-FUND IS BEING PLACED BY MEANS OF A PRIVATE OFFER. THE SMV HAS NOT

REVIEWED THE INFORMATION PROVIDED TO THE INVESTOR AND IT DOES NOT EXERCISE ANY SUPERVISION OVER THIS SUB-FUND AND THEREFORE, OVER ITS MANAGEMENT. THIS PROSPECTUS IS ONLY FOR THE EXCLUSIVE USE OF INSTITUTIONAL INVESTORS IN PERU AND IS NOT FOR PUBLIC DISTRIBUTION.

NOTICE TO RESIDENTS OF SINGAPORE

OFFERS MADE UNDER THE INSTITUTIONAL INVESTOR EXEMPTION "THIS PROSPECTUS HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THIS PROSPECTUS AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF SHARES MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY SHARES BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR PURSUANT TO SECTION 304 OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (THE "SFA")) OR (II) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA."

NOTICE TO RESIDENTS OF TAIWAN

THE SHARES MAY BE MADE AVAILABLE OUTSIDE TAIWAN FOR PURCHASE OUTSIDE TAIWAN BY TAIWAN RESIDENT INVESTORS, BUT MAY NOT BE OFFERED OR SOLD IN TAIWAN.