

**INVESTMENT ADVISORY AGREEMENT**  
**BETWEEN**  
**OWL ROCK TECHNOLOGY FINANCE CORP.**  
**AND**  
**OWL ROCK TECHNOLOGY ADVISORS LLC**

This Agreement (the “Agreement”) is made as of August 10, 2018, by and between Owl Rock Technology Finance Corp., a Maryland corporation (the “Company”), and Owl Rock Technology Advisors LLC, a Delaware limited liability company (the “Adviser”).

WHEREAS, the Company is a closed-end management investment company that intends to elect to be treated as a business development company (“BDC”) under the Investment Company Act of 1940 (the “Investment Company Act”);

WHEREAS, the Adviser is an investment adviser that is registered under the Investment Advisers Act of 1940 (the “Advisers Act”); and

WHEREAS, the Company desires to retain the Adviser to furnish investment advisory services to the Company on the terms and conditions hereinafter set forth, and the Adviser desires to be retained to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereby agree as follows:

**1) Duties of the Adviser**

- a) The Company hereby employs the Adviser to act as the investment adviser to the Company and to manage the investment and reinvestment of the assets of the Company, subject to the supervision of the Board of Directors of the Company (the “Board”), for the period and upon the terms herein set forth, (x) in accordance with the investment objective, policies and restrictions that are set forth in the Company’s registration statement on Form 10 (as amended from time to time, the “Registration Statement”) to be filed with the Securities and Exchange Commission (the “SEC”), and prior to the date on which the SEC declares the Company’s Registration Statement effective, in accordance with the investment objective, policies and restrictions that are set forth in the Company’s confidential private placement memorandum dated May, 2018 (the “PPM”) and as amended from time to time; (y) in accordance with all other applicable federal and state laws, rules and regulations, and the Company’s charter and by-laws as the same shall be amended from time to time; and (z) in accordance with the Investment Company Act. Without limiting the generality of the foregoing, the Adviser shall, during the term and subject to the provisions of this Agreement: (i) determine the composition of the portfolio of the Company, the nature and timing of the changes therein and the manner of implementing such changes; (ii) identify/source, research, evaluate and negotiate the structure of the investments made by the Company; (iii) close and monitor the

Company's investments; (iv) determine the securities and other assets that the Company will purchase, retain, or sell; (v) use reasonable endeavors to ensure that the Company's investments consist mainly of shares, securities or currencies (or derivative contracts relating thereto), which for the avoidance of doubt may include loans, notes and other evidences of indebtedness; (vi) perform due diligence on prospective portfolio companies; and (vii) provide the Company with such other investment advisory, research, and related services as the Company may, from time to time, reasonably require for the investment of its funds, including providing operating and managerial assistance to the Company and its portfolio companies as required. Subject to the supervision of the Board, the Adviser shall have the power and authority on behalf of the Company to effectuate its investment decisions for the Company, including the execution and delivery of all documents relating to the Company's investments and the placing of orders for other purchase or sale transactions on behalf of the Company. In the event that the Company determines to acquire debt financing, the Adviser will arrange for such financing on the Company's behalf, subject to the oversight and approval of the Board. If it is necessary or appropriate for the Adviser to make investments on behalf of the Company through a special purpose vehicle, the Adviser shall have authority to create or arrange for the creation of such special purpose vehicle and to make such investments through such special purpose vehicle (in accordance with the Investment Company Act).

- b) The Adviser hereby accepts such employment and agrees during the term hereof to render the services described herein for the compensation provided herein.
- c) The Adviser shall for all purposes herein provided be deemed to be an independent contractor and, except as expressly provided or authorized herein, shall have no authority to act for or represent the Company in any way or otherwise be deemed an agent of the Company.
- d) The Adviser shall keep and preserve for the period required by the Investment Company Act any books and records relevant to the provision of its investment advisory services to the Company and shall specifically maintain all books and records in accordance with Section 31(a) of the Investment Company Act with respect to the Company's portfolio transactions and shall render to the Board such periodic and special reports as the Board may reasonably request. The Adviser agrees that all records that it maintains for the Company are the property of the Company and will surrender promptly to the Company any such records upon the Company's request, provided that the Adviser may retain a copy of such records.
- e) The Adviser shall be primarily responsible for the execution of any trades in securities in the Company's portfolio and the Company's allocation of brokerage commissions.

## **2) Company's Responsibilities and Expenses Payable by the Company**

Except as otherwise provided herein or in the Administration Agreement (the "Administration Agreement"), dated August 10, 2018, between the Company and the Adviser (the Adviser, in its capacity as the administrator, the "Administrator"), the Adviser shall be solely responsible for the compensation of its investment professionals and employees and all overhead expenses of the Adviser (including rent, office equipment and utilities). The Company

will bear all other costs and expenses of its operations, administration and transactions, including (without limitation): the cost of its organization and any offerings; the cost of calculating its net asset value, including the cost of any third-party valuation services; the cost of effecting any sales and repurchases of the Common Stock and other securities; fees and expenses payable under any dealer manager agreements, if any; debt service and other costs of borrowings or other financing arrangements; costs of hedging; expenses, including travel expense, incurred by the Adviser, or members of the Investment Team, or payable to third parties, performing due diligence on prospective portfolio companies and, if necessary, enforcing the Company's rights; escrow agent, transfer agent and custodial fees and expenses; fees and expenses associated with marketing efforts; federal and state registration fees, any stock exchange listing fees and fees payable to rating agencies; federal, state and local taxes; independent directors' fees and expenses including certain travel expenses; costs of preparing financial statements and maintaining books and records and filing reports or other documents with the SEC (or other regulatory bodies) and other reporting and compliance costs, including registration fees, listing fees and licenses, and the compensation of professionals responsible for the preparation of the foregoing; the costs of any reports, proxy statements or other notices to stockholders (including printing and mailing costs), the costs of any stockholder or director meetings and the compensation of personnel responsible for the preparation of the foregoing and related matters; commissions and other compensation payable to brokers or dealers; research and market data; fidelity bond, directors and officers errors and omissions liability insurance and other insurance premiums; direct costs and expenses of administration, including printing, mailing, long distance telephone and staff; fees and expenses associated with independent audits, outside legal and consulting costs; costs of winding up; costs incurred in connection with the formation or maintenance of entities or vehicles to hold the Company's assets for tax or other purposes; extraordinary expenses (such as litigation or indemnification); and costs associated with reporting and compliance obligations under the Advisers Act and applicable federal and state securities laws. Notwithstanding anything to the contrary contained herein, the Company will bear its allocable portion of the costs of the compensation, benefits and related administrative expenses (including travel expenses) of the Company's officers who provide operational and administrative services hereunder, their respective staffs and other professionals who provide services to the Company (including, in each case, employees of the Adviser or an affiliate) who assist with the preparation, coordination, and administration of the foregoing or provide other "back office" or "middle office" financial or operational services to the Company. Notwithstanding anything to the contrary contained herein, the Company shall reimburse the Adviser (or its affiliates) for an allocable portion of the compensation paid by the Adviser (or its affiliates) to such individuals (based on a percentage of time such individuals devote, on an estimated basis, to the business affairs of the Company and in acting on behalf of the Company). For the avoidance of doubt, the Adviser shall be solely responsible for any placement or "finder's" fees payable to placement agents engaged by the Company or its affiliates in connection with the offering of securities by the Company.

### **3) Compensation of the Adviser**

The Company agrees to pay, and the Adviser agrees to accept, as compensation for the services provided by the Adviser hereunder, a base management fee (the "Management Fee") and an incentive fee (the "Incentive Fee") as hereinafter set forth. The Company shall make any

payments due hereunder to the Adviser or to the Adviser's designee as the Adviser may otherwise direct.

- a) For services rendered under this Agreement, the Management Fee will be payable quarterly in arrears. Management Fees for any partial month or quarter will be appropriately prorated and adjusted for any share issuances or repurchases during the relevant month or quarter. The Management fee shall be calculated as follows:
  - i) Prior to an Exchange Listing, the Management Fee shall be calculated at an annual rate of 0.90% of (i) the average of the Company's gross assets, excluding cash and cash-equivalents but including assets purchased with borrowed amounts, at the end of the two most recently completed calendar quarters; provided, however, that no Management Fee will be charged on the value of the Company's gross assets (excluding cash and cash-equivalents but including assets purchased with borrowed amounts) that is below an asset coverage ratio of 200% calculated in accordance with Sections 18 and 61 of the Investment Company Act and (ii) the average of any remaining undrawn capital commitments at the end of the two most recently completed calendar quarters.
  - ii) Following an Exchange Listing, the Management Fee shall be calculated at an annual rate of (x) 1.50% of the average of the Company's gross assets (excluding cash and cash-equivalents but including assets purchased with borrowed amounts) that is above an asset coverage ratio of 200% calculated in accordance with Sections 18 and 61 of the Investment Company Act, and (y) 1.00% of the average of the Company's gross assets (excluding cash and cash-equivalents but including assets purchased with borrowed amounts) that is below an asset coverage ratio of 200% calculated in accordance with Sections 18 and 61 of the Investment Company Act, in each case, at the end of the two most recently completed calendar quarters.
- b) The Incentive Fee shall consist of two parts, as follows:
  - i) One part will be calculated and payable quarterly in arrears and will be based on (x) prior to an Exchange Listing, "pre-Incentive Fee net investment income" for the immediately preceding calendar quarter and (y) following an Exchange Listing, "pre-Incentive fee net investment income" for the immediately preceding calendar quarter commencing with the first calendar quarter following an Exchange Listing. For this purpose, pre-Incentive Fee net investment income means dividends (including reinvested dividends), interest and fee income accrued by the Company during the calendar quarter, minus the Company's operating expenses for the calendar quarter (including the Management Fee, expenses payable under the Administration Agreement to the Administrator, and any interest expense and dividends paid on any issued and outstanding preferred stock, but excluding the Incentive Fee). Pre-Incentive Fee net investment income includes, in the case of investments with a deferred interest feature (such as original issue discount, debt instruments with pay-in-kind interest and zero coupon securities), accrued income that the Company has not yet received in cash. Pre-Incentive Fee net investment income does not include any realized capital gains, realized capital losses or unrealized capital appreciation or

depreciation. Pre-Incentive Fee net investment income, expressed as a rate of return on the value of the Company's net assets at the end of the immediately preceding calendar quarter, will be compared to a "hurdle rate" of 1.5% per calendar quarter (6% annualized). The Company's net investment income used to calculate this part of the Incentive Fee is also included in the amount of its gross assets used to calculate the Management Fee.

The Company will pay the Adviser an Incentive Fee with respect to the Company's pre-Incentive Fee net investment income in each calendar quarter as follows:

- With the exception of the Capital Gains Incentive Fee (as defined and discussed in greater detail below), no Incentive Fee is payable to the Adviser in any calendar quarter in which the Company's pre-Incentive Fee net investment income does not exceed the hurdle rate of 1.5% for such calendar quarter.
  - 100% of the Company's pre-Incentive Fee net investment income with respect to that portion of such pre-Incentive Fee net investment income, if any, that exceeds the hurdle rate is payable to the Adviser until the Adviser has received (i) prior to an Exchange Listing, 10% of the total pre-Incentive Fee net investment income for that calendar quarter, and (ii) following an Exchange Listing, 17.5% of the total pre-Incentive Fee net investment income for that calendar quarter. The Company refers to this portion of the Company's Pre-Incentive Fee net investment income as the "catch-up."
  - Prior to an Exchange Listing, once the hurdle is reached and the catch-up is achieved, 10% of all remaining pre-Incentive Fee net investment income for that calendar quarter is payable to the Adviser.
  - Following an Exchange Listing, once the hurdle is reached and the catch-up is achieved, 17.5% of all remaining pre-Incentive Fee net investment income for that calendar quarter is payable to the Adviser.
- ii) The second part of the Incentive Fee (the "Capital Gains Incentive Fee") will be determined and payable in arrears as of the end of each calendar year of the Company (or upon termination of this Agreement as set forth below), and will equal (x) prior to an Exchange Listing, 10% of realized capital gains, if any, on a cumulative basis from the date of the first closing of the Company's private placement offering pursuant to the PPM (the "Initial Closing Date") through the end of each calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis from the Initial Closing Date through the end of each calendar year, less the aggregate amount of any previously paid Capital Gains Incentive Fees, and (b) following an Exchange Listing, 17.5% of the Company's realized capital gains, if any, on a cumulative basis from the date on which the Exchange Listing becomes effective (the "Listing Date") to the end of such calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis from the Listing Date through the end of each calendar year, minus the aggregate amount of any previously paid Capital Gains Incentive Fees for prior periods. In no event will the Capital Gains Incentive Fee payable pursuant hereto be in excess of the

amount permitted by the Investment Advisers Act of 1940, as amended, including Section 205 thereof.

- iii) Examples of the quarterly incentive fee calculation are attached hereto as Annex A. Such examples are included for illustrative purposes only and are not considered part of this Agreement.

#### **4) Covenants of the Adviser**

The Adviser agrees that it will remain registered as an investment adviser under the Advisers Act so long as the Company maintains its election to be regulated as a BDC under the Investment Company Act. The Adviser agrees that its activities will at all times be in compliance in all material respects with all applicable federal and state laws governing its operations and investments.

#### **5) Excess Brokerage Commissions**

The Adviser is hereby authorized, to the fullest extent now or hereafter permitted by law, to cause the Company to pay a member of a national securities exchange, broker or dealer an amount of commission for effecting a securities transaction in excess of the amount of commission another member of such exchange, broker or dealer would have charged for effecting that transaction, if the Adviser determines in good faith, taking into account such factors as price (including the applicable brokerage commission or dealer spread), size of order, difficulty of execution, and operational facilities of the firm and the firm's risk and skill in positioning blocks of securities, that such amount of commission is reasonable in relation to the value of the brokerage and/or research services provided by such member, broker or dealer, viewed in terms of either that particular transaction or its overall responsibilities with respect to the Company's portfolio, and constitutes the best net results for the Company.

#### **6) Investment Team**

The Adviser shall manage the Company's portfolio through a team of investment professionals (the "Investment Team") dedicated primarily to the Company's business, in cooperation with the Company's Chief Executive Officer. The Investment Team shall be comprised of senior personnel of the Adviser, supported by and with access to the investment professionals, analytical capabilities and support personnel of the Adviser.

#### **7) Limitations on the Employment of the Adviser**

The services of the Adviser to the Company are not exclusive, and the Adviser may engage in any other business or render similar or different services to others including, without limitation, the direct or indirect sponsorship or management of other investment-based accounts or commingled pools of capital, however structured, having investment objectives similar to those of the Company, so long as its services to the Company hereunder are not impaired thereby, and nothing in this Agreement shall limit or restrict the right of any manager, partner, officer or employee of the Adviser to engage in any other business or to devote his or her time and attention in part to any other business, whether of a similar or dissimilar nature, or to receive any fees or compensation in connection therewith (including fees for serving as a director of, or providing consulting services to, one or more of the Company's portfolio companies, subject to

applicable law). So long as this Agreement or any extension, renewal or amendment remains in effect, the Adviser shall be the only investment adviser for the Company, subject to the Adviser's right to enter into sub-advisory agreements as set forth herein. The Adviser assumes no responsibility under this Agreement other than to render the services called for hereunder. It is understood that directors, officers, employees and stockholders of the Company are or may become interested in the Adviser and its affiliates, as directors, officers, employees, partners, stockholders, members, managers or otherwise, and that the Adviser and directors, officers, employees, partners, stockholders, members and managers of the Adviser and its affiliates are or may become similarly interested in the Company as stockholders or otherwise.

#### **8) Responsibility of Dual Directors, Officers and/or Employees**

If any person who is a manager, partner, officer or employee of the Adviser is or becomes a director, officer and/or employee of the Company and acts as such in any business of the Company, then such manager, partner, officer and/or employee of the Adviser or the Administrator shall be deemed to be acting in such capacity solely for the Company, and not as a manager, partner, officer or employee of the Adviser or the Administrator or under the control or direction of the Adviser or the Administrator, even if paid by the Adviser or the Administrator.

#### **9) Limitation of Liability of the Adviser; Indemnification**

The Adviser (and its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Adviser, including without limitation its sole member) shall not be liable to the Company for any action taken or omitted to be taken by the Adviser in connection with the performance of any of its duties or obligations under this Agreement or otherwise as an investment adviser of the Company (except to the extent specified in Section 36(b) of the Investment Company Act concerning loss resulting from a breach of fiduciary duty (as the same is finally determined by judicial proceedings) with respect to the receipt of compensation for services), and the Company shall indemnify, defend and protect the Adviser (and its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Adviser, including without limitation its general partner or managing member and the Administrator each of whom shall be deemed a third party beneficiary hereof) (collectively, the "Indemnified Parties") and hold them harmless from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) incurred by the Indemnified Parties in or by reason of any pending, threatened or completed action, suit, investigation or other proceeding (including an action or suit by or in the right of the Company or its security holders) arising out of or otherwise based upon the performance of any of the Adviser's duties or obligations under this Agreement or otherwise as an investment adviser of the Company. Notwithstanding the preceding sentence of this Section 9 to the contrary, nothing contained herein shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to the Company or its security holders to which the Indemnified Parties would otherwise be subject by reason of criminal conduct, willful misfeasance, bad faith or gross negligence in the performance of the Adviser's duties or by reason of the reckless disregard of the Adviser's duties and obligations under this Agreement (as the same shall be determined in accordance with the Investment Company Act and any interpretations or guidance by the SEC or its staff thereunder).

## **10) Effectiveness, Duration and Termination of Agreement**

- a) This Agreement shall become effective as of the date first written above. This Agreement may be terminated at any time, without the payment of any penalty, on 60 days' written notice, by the vote of a majority of the outstanding voting securities of the Company or by the vote of the Company's directors or by the Adviser. The provisions of Section 9 of this Agreement shall remain in full force and effect, and the Adviser shall remain entitled to the benefits thereof, notwithstanding any termination of this Agreement. Further, notwithstanding the termination or expiration of this Agreement as aforesaid, the Adviser shall be entitled to any amounts owed under Section 3 through the date of termination or expiration, and Section 9 shall continue in force and effect and apply to the Adviser and its representatives as and to the extent applicable.
- b) This Agreement shall continue in effect for two years from the date hereof, or to the extent consistent with the requirements of the Investment Company Act, from the date of the Company's election to be regulated as a BDC under the Investment Company Act, and thereafter shall continue automatically for successive annual periods, provided that such continuance is specifically approved at least annually by (A) the vote of the Board, or by the vote of a majority of the outstanding voting securities of the Company and (B) the vote of a majority of the Company's directors who are not parties to this Agreement or "interested persons" (as such term is defined in Section 2(a)(19) of the Investment Company Act) of any such party, in accordance with the requirements of the Investment Company Act.
- c) This Agreement will automatically terminate in the event of its "assignment" (as such term is defined for purposes of Section 15(a)(4) of the Investment Company Act).

## **11) Notices**

Any notice under this Agreement shall be given in writing, addressed and delivered or mailed, postage prepaid, to the other party at its principal office.

## **12) Amendments**

This Agreement may be amended by mutual consent, but the consent of the Company must be obtained in conformity with the requirements of the Investment Company Act.

## **13) Entire Agreement; Governing Law**

This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings and arrangements with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of the State of Delaware and in accordance with the applicable provisions of the Investment Company Act. In such case, to the extent the applicable laws of the State of Delaware, or any of the provisions herein, conflict with the provisions of the Investment Company Act, the latter shall control.

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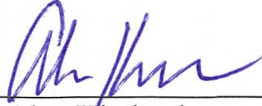
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date above written.

**OWL ROCK TECHNOLOGY FINANCE  
CORP.**

By: \_\_\_\_\_

  
Name: Alan Kirshenbaum

Title: Chief Operating Officer

**OWL ROCK TECHNOLOGY ADVISORS  
LLC**

By: \_\_\_\_\_

  
Name: Alan Kirshenbaum

Title: Chief Operating Officer

[Signature Page to Investment Advisory Agreement]

## Annex A

### Examples of Quarterly Incentive Fee Calculation Before an Exchange Listing

#### Example 1: Income Related Portion of Incentive Fee<sup>1,2</sup>:

##### Alternative 1

###### *Assumptions*

Investment income (including interest, dividends, fees, etc.) = 1.50%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.23%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 1.07%

Pre-incentive net investment income does not exceed hurdle rate, therefore there is no Incentive Fee.

##### Alternative 2

###### *Assumptions*

Investment income (including interest, dividends, fees, etc.) = 2.10%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.23%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 1.67%

Incentive Fee = 100% × pre-Incentive Fee net investment income, subject to the “catch-up”<sup>6</sup>

= 100% × (1.67% - 1.5%)

= 0.17%

##### Alternative 3

###### *Assumptions*

Investment income (including interest, dividends, fees, etc.) = 3.50%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.23%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 3.07%

Incentive Fee = 10% × pre-Incentive Fee net investment income, subject to “catch-up”<sup>6</sup>

Incentive Fee = 100% × “catch-up” + (10% × (pre-Incentive Fee net investment income - 1.67%))

Catch-up = 1.67% - 1.5% = 0.17%

$$\begin{aligned}\text{Incentive Fee} &= (100\% \times 0.17\%) + (10\% \times (3.07\% - 1.67\%)) \\ &= 0.17\% + (10\% \times 1.40\%) \\ &= 0.17\% + 0.14\% \\ &= 0.31\%\end{aligned}$$

<sup>1</sup>*This example assumes that an Exchange Listing has not occurred.*

<sup>2</sup>*The hypothetical amount of pre-Incentive Fee net investment income shown is based on a percentage of total net assets.*

<sup>3</sup>*Represents 6.0% annualized hurdle rate.*

<sup>4</sup>*Represents 1.00% annualized management fee.*

<sup>5</sup>*Excludes organizational and offering expenses.*

<sup>6</sup>*The “catch-up” provision is intended to provide the Adviser with an Incentive Fee of 10% on all of the Company’s pre-Incentive Fee net investment income as if a hurdle rate did not apply. The “catch-up” portion of the Company’s pre-Incentive Fee net investment income is the portion that exceeds the 1.5% hurdle rate but is less than or equal to 1.67% in any quarter.*

**Examples of Quarterly Incentive Fee Calculation  
After an Exchange Listing**

**Example 2: Income Related Portion of Incentive Fee<sup>1,2</sup>:**

**Alternative 1**

*Assumptions*

Investment income (including interest, dividends, fees, etc.) = 1.50%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.38%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 0.92%

Pre-incentive net investment income does not exceed hurdle rate, therefore there is no Incentive Fee.

**Alternative 2**

*Assumptions*

Investment income (including interest, dividends, fees, etc.) = 2.10%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.38%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 1.52%

Incentive Fee = 100% × pre-Incentive Fee net investment income, subject to the “catch-up”<sup>6</sup>

= 100% × (1.52% - 1.50%)

= 0.02%

**Alternative 3**

*Assumptions*

Investment income (including interest, dividends, fees, etc.) = 3.50%

Hurdle rate<sup>3</sup> = 1.50%

Management fee<sup>4</sup> = 0.38%

Other expenses (legal, accounting, custodian, transfer agent, etc.)<sup>5</sup> = 0.20%

Pre-Incentive Fee net investment income

(investment income - (management fee + other expenses)) = 2.93%

Incentive Fee = 17.50% × pre-Incentive Fee net investment income, subject to “catch-up”<sup>6</sup>

Incentive Fee = 100% × “catch-up” + (17.50% × (pre-Incentive Fee net investment income - 1.82%))

Catch-up = 1.82% - 1.50% = 0.32%

Incentive Fee = (100% × 0.32%) + (17.50% × (2.92% - 1.82%))

= 0.32% + (17.50% × 1.10%)

$$\begin{aligned} &= 0.32\% + 0.19\% \\ &= 0.51\% \end{aligned}$$

<sup>1</sup>*This example assumes that an Exchange Listing has occurred.*

<sup>2</sup>*The hypothetical amount of pre-Incentive Fee net investment income shown is based on a percentage of total net assets.*

<sup>3</sup>*Represents 6.0% annualized hurdle rate.*

<sup>4</sup>*Represents 1.50% annualized management fee.*

<sup>5</sup>*Excludes organizational and offering expenses.*

<sup>6</sup>*The “catch-up” provision is intended to provide the Adviser with an Incentive Fee of 17.50% on all of the Company’s pre-Incentive Fee net investment income as if a hurdle rate did not apply. The “catch-up” portion of the Company’s pre-Incentive Fee net investment income is the portion that exceeds the 1.5% hurdle rate but is less than or equal to 1.82% in any quarter.*

### **Example 3: Capital Gains Portion of Incentive Fee (Before an Exchange Listing):**

#### *Assumptions*

- **Year 1:** The Listing Date has not occurred prior to the first day of the first calendar quarter. Prior to the last day of the first calendar quarter the Company has made an investment in Company A (“Investment A”), an investment in Company B (“Investment B”), an investment in Company C (“Investment C”), an investment in Company D (“Investment D”) and an investment in Company E (“Investment E”). On the last day of the first calendar quarter the fair market value (“FMV”) of each of Investment A, Investment B, Investment C, Investment D and Investment E is \$10 million. For purposes of calculating the Capital Gains Incentive Fee, the cost basis of each of Investment A, Investment B, Investment C, Investment D and Investment E is considered to be its FMV as of the last day of the first calendar quarter; provided, however, that in no event will the Capital Gains Incentive Fee payable pursuant hereto be in excess of the amount permitted by the Investment Advisers Act of 1940, as amended, including Section 205 thereof.
- **Year 2:** Investment A sold for \$20 million, fair market value (“FMV”) of Investment B determined to be \$8 million, FMV of Investment C determined to be \$12 million, and FMV of Investments D and E each determined to be \$10 million.
- **Year 3:** FMV of Investment of B determined to be \$8 million, FMV of Investment C determined to be \$14 million, FMV of Investment D determined to be \$14 million and FMV of Investment E determined to be \$16 million.
- **Year 4:** \$10 million investment made in Company F (“Investment F”), Investment D sold for \$12 million, FMV of Investment B determined to be \$10 million, FMV of Investment C determined to be \$16 million and FMV of Investment E determined to be \$14 million.
- **Year 5:** Investment C sold for \$20 million, FMV of Investment B determined to be \$14 million, FMV of Investment E determined to be \$10 million and FMV of Investment F determined to be \$12 million.
- **Year 6:** Investment B sold for \$16 million, FMV of Investment E determined to be \$8 million and FMV of Investment F determined to be \$15 million.
- **Year 7:** Investment E sold for \$8 million and FMV of Investment F determined to be \$17 million.
- **Year 8:** Investment F sold for \$18 million.

These assumptions are summarized in the following chart:

	Investment A	Investment B	Investment C	Investment D	Investment E	Investment F	Cumulative Unrealized Capital Depreciation	Cumulative Realized Capital Losses	Cumulative Realized Capital Gains
Year 1	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	—	—	—	—
Year 2	\$20 million (sale price)	\$8 million FMV	\$12 million FMV	\$10 million FMV	\$10 million FMV	—	\$2 million	—	\$10 million
Year 3	—	\$8 million FMV	\$14 million FMV	\$14 million FMV	\$16 million FMV	—	\$2 million	—	\$10 million
Year 4	—	\$10 million FMV	\$16 million FMV	\$12 million (sale price)	\$14 million FMV	\$10 million (cost basis)	—	—	\$12 million
Year 5	—	\$14 million FMV	\$20 million (sale price)	—	\$10 million FMV	\$12 million FMV	—	—	\$22 million
Year 6	—	\$16 million (sale price)	—	—	\$8 million FMV	\$15 million FMV	\$2 million	—	\$28 million
Year 7	—	—	—	—	\$8 million (sale price)	\$17 million FMV	—	\$2 million	\$28 million
Year 8	—	—	—	—	—	\$18 million (sale price)	—	\$2 million	\$36 million

Before an Exchange Listing, the capital gains portion of the Incentive Fee would be:

- Year 1: None

- Year 2:

Capital Gains Incentive Fee = 10% multiplied by (\$10 million realized capital gains on sale of Investment A less \$2 million cumulative capital depreciation) = **\$0.8 million**

- Year 3:

Capital Gains Incentive Fee = 10% multiplied by (\$10 million cumulative realized capital gains less \$2 million cumulative capital depreciation)) less \$1.6 million cumulative Capital Gains Incentive Fee previously paid = \$1.6 million less \$1.6 million = **\$0.00**

- Year 4:

Capital Gains Incentive Fee = (10% multiplied by (\$12 million cumulative realized capital gains)) less \$1.6 million cumulative Capital Incentive Gains Fee previously paid = \$2.4 million less \$1.6 million = **\$0.4 million**

- Year 5:

Capital Gains Incentive Fee = (10% multiplied by (\$22 million cumulative realized capital gains)) less \$2.4 million cumulative Capital Gains Incentive Fee previously paid = \$4.4 million less \$2.4 million = **\$1.00 million**

- Year 6:

Capital Gains Incentive Fee = (10% multiplied by (\$28 million cumulative realized capital gains less \$2 million cumulative capital depreciation)) less \$4.4 million cumulative Capital Gains Incentive Fee previously paid = \$5.2 million less \$4.4 million = **\$0.40 million**

- Year 7:

Capital Gains Incentive Fee = (10% multiplied by (\$28 million cumulative realized capital gains less \$2 million cumulative realized capital losses)) less \$5.2 million cumulative Capital Gains Incentive Fee previously paid = \$5.2 million less \$5.2 million = **\$0.00**

- Year 8:

Capital Gains Incentive Fee = (10% multiplied by (\$36 million cumulative realized capital gains less \$2 million cumulative realized capital losses)) less \$5.2 million cumulative Capital Gains Incentive Fee previously paid = \$6.8 million less \$5.2 million = **\$0.8 million**



#### **Example 4: Capital Gains Portion of Incentive Fee (After an Exchange Listing):**

##### *Assumptions*

- **Year 1:** The Listing Date is the last day of the first calendar quarter. Prior to the last day of the first calendar quarter the Company has made an investment in Company A (“Investment A”), an investment in Company B (“Investment B”), an investment in Company C (“Investment C”), an investment in Company D (“Investment D”) and an investment in Company E (“Investment E”). On the last day of the first calendar quarter the fair market value (“FMV”) of each of Investment A, Investment B, Investment C, Investment D and Investment E is \$10 million. For purposes of calculating the Capital Gains Incentive Fee, the cost basis of each of Investment A, Investment B, Investment C, Investment D and Investment E is considered to be its FMV as of the last day of the first calendar quarter; provided, however, that in no event will the Capital Gains Incentive Fee payable pursuant hereto be in excess of the amount permitted by the Investment Advisers Act of 1940, as amended, including Section 205 thereof.
- **Year 2:** Investment A sold for \$20 million, fair market value (“FMV”) of Investment B determined to be \$8 million, FMV of Investment C determined to be \$12 million, and FMV of Investments D and E each determined to be \$10 million.
- **Year 3:** FMV of Investment of B determined to be \$8 million, FMV of Investment C determined to be \$14 million, FMV of Investment D determined to be \$14 million and FMV of Investment E determined to be \$16 million.
- **Year 4:** \$10 million investment made in Company F (“Investment F”), Investment D sold for \$12 million, FMV of Investment B determined to be \$10 million, FMV of Investment C determined to be \$16 million and FMV of Investment E determined to be \$14 million.
- **Year 5:** Investment C sold for \$20 million, FMV of Investment B determined to be \$14 million, FMV of Investment E determined to be \$10 million and FMV of Investment F determined to be \$12 million.
- **Year 6:** Investment B sold for \$16 million, FMV of Investment E determined to be \$8 million and FMV of Investment F determined to be \$15 million.
- **Year 7:** Investment E sold for \$8 million and FMV of Investment F determined to be \$17 million.
- **Year 8:** Investment F sold for \$18 million.

These assumptions are summarized in the following chart:

	Investment A	Investment B	Investment C	Investment D	Investment E	Investment F	Cumulative Unrealized Capital Depreciation	Cumulative Realized Capital Losses	Cumulative Realized Capital Gains
Year 1	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	\$10 million (FMV/cost basis)	—	—	—	—
Year 2	\$20 million (sale price)	\$8 million FMV	\$12 million FMV	\$10 million FMV	\$10 million FMV	—	\$2 million	—	\$10 million
Year 3	—	\$8 million FMV	\$14 million FMV	\$14 million FMV	\$16 million FMV	—	\$2 million	—	\$10 million
Year 4	—	\$10 million FMV	\$16 million FMV	\$12 million (sale price)	\$14 million FMV	\$10 million (cost basis)	—	—	\$12 million
Year 5	—	\$14 million FMV	\$20 million (sale price)	—	\$10 million FMV	\$12 million FMV	—	—	\$22 million
Year 6	—	\$16 million (sale price)	—	—	\$8 million FMV	\$15 million FMV	\$2 million	—	\$28 million
Year 7	—	—	—	—	\$8 million (sale price)	\$17 million FMV	—	\$2 million	\$28 million
Year 8	—	—	—	—	—	\$18 million (sale price)	—	\$2 million	\$36 million

After an Exchange Listing, the capital gains portion of the Incentive Fee would be:

- Year 1: None

- Year 2:

Capital Gains Incentive Fee = 17.50% multiplied by (\$10 million realized capital gains on sale of Investment A less \$2 million cumulative capital depreciation) = **\$1.4 million**

- Year 3:

Capital Gains Incentive Fee = 17.50% multiplied by (\$10 million cumulative realized capital gains less \$2 million cumulative capital depreciation)) less \$1.6 million cumulative Capital Gains Incentive Fee previously paid = \$1.6 million less \$1.6 million = **\$0.00**

- Year 4:

Capital Gains Incentive Fee = (17.50% multiplied by (\$12 million cumulative realized capital gains)) less \$1.6 million cumulative Capital Incentive Gains Fee previously paid = \$2.4 million less \$1.6 million = **\$0.7 million**

- Year 5:

Capital Gains Incentive Fee = (17.50% multiplied by (\$22 million cumulative realized capital gains)) less \$2.4 million cumulative Capital Gains Incentive Fee previously paid = \$4.4 million less \$2.4 million = **\$1.75 million**

- Year 6:

Capital Gains Incentive Fee = (17.50% multiplied by (\$28 million cumulative realized capital gains less \$2 million cumulative capital depreciation)) less \$4.4 million cumulative Capital Gains Incentive Fee previously paid = \$5.2 million less \$4.4 million = **\$0.70 million**

- Year 7:

Capital Gains Incentive Fee = (17.50% multiplied by (\$28 million cumulative realized capital gains less \$2 million cumulative realized capital losses)) less \$5.2 million cumulative Capital Gains Incentive Fee previously paid = \$5.2 million less \$5.2 million = **\$0.00**

- Year 8:

Capital Gains Incentive Fee = (17.50% multiplied by (\$36 million cumulative realized capital gains less \$2 million cumulative realized capital losses)) less \$5.2 million cumulative Capital Gains Incentive Fee previously paid = \$6.8 million less \$5.2 million = **\$1.4 million**