

KKR

KKR EUROPEAN HIGH YIELD BOND FUND

DATED 10 JUNE 2022

KKR MULTI-ASSET CLASS CREDIT PLATFORM ICAV

SHAREHOLDER INTERESTS

SUPPLEMENT

FOR

KKR EUROPEAN HIGH YIELD BOND FUND

Important Information

This supplement (as amended, restated and/or supplemented from time to time, this "Supplement") is a supplement to the prospectus dated 10 June 2022 (the "Prospectus") issued, and may be amended from time to time, by KKR Multi-Asset Class Credit Platform ICAV, an Irish collective asset-management vehicle with registered number C460225 structured as an umbrella fund with segregated liability between its sub-funds pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended (the "UCITS Regulations") (the "ICAV"). This Supplement is being furnished by KKR Credit Advisors (Ireland) Unlimited Company, the investment manager of the Fund (the "Investment Manager") (together with its affiliates, "KKR," the "Firm" or "we") on a confidential basis to a limited number of sophisticated investors for the purpose of providing certain information about an investment in shares (the "Shares") in KKR European High Yield Bond Fund, an open-ended sub-fund of the ICAV (the "Fund"). **This Supplement forms part of the Prospectus and should be read in conjunction with the Prospectus.** Each offeree to whom this Supplement has been delivered agrees to treat the information contained herein in a confidential manner. Such information may not be reproduced or used in whole or in part for any purpose other than consideration of an investment in the Shares, nor may it be disclosed without the prior written consent of KKR to anyone other than representatives of the offeree directly concerned with the decision regarding such investment who have agreed to abide by the foregoing restrictions. Each offeree, by accepting this Supplement, thereby agrees to return it promptly upon request.

The Investment Manager is authorised by the Central Bank as an investment firm pursuant to the European Union (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017), as amended, restated or otherwise modified from time to time (the "MiFID Regulations").

The distribution of this Supplement and the offer and sale of the Shares in certain jurisdictions may be restricted by law. This Supplement does not constitute an offer to sell or the solicitation of an offer to buy any Shares in any jurisdiction where, or to or from any person to or from whom, such offer or solicitation is unlawful or not authorised. The Shares are offered subject to the right of the directors of the ICAV (the "Directors"), FundRock Management Company S.A. (the "Manager") or the Investment Manager to reject, on behalf of the Fund, any subscription in whole or in part.

In making an investment decision, prospective investors must rely on their own examination of the Fund and the terms of this offering, including the merits and risks involved. Prospective investors should not construe the contents of this Supplement as legal, tax, investment or accounting advice, and each prospective investor is urged to consult with its own advisors with respect to the legal, tax, regulatory, financial and accounting consequences of its investment in the Shares. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of Shares and any currency risks that may be relevant thereto.

Investment in the Shares will involve potential conflicts of interest and a high degree of risk (including the possible loss of a substantial part, or even the entire amount, of such investment) due to, among other things, the nature of the Fund's investments and investment strategy, which prospective investors should carefully consider before investing in Shares.

Investment in the Shares will be subject to the provisions of the instrument of incorporation of the ICAV (the "Instrument of Incorporation"), the Prospectus and this Supplement, including the exhibits thereto, copies of which will be furnished to prospective investors upon request. The Directors reserve the right to modify any of the terms of the offering and the Shares described herein and, subject to Shareholder approval where required by applicable law and regulation, to revise and reissue the Instrument of Incorporation, the Prospectus and this Supplement.

No person has been authorised in connection with this offering to give any information or make any representations other than as contained in this Supplement, and any representation or information not contained herein must not be relied upon as having been authorised by the Fund, the Directors or KKR. Unless otherwise indicated, statements in this Supplement are made as of the date of this Supplement. Neither the delivery of this Supplement at any time, nor any sale hereunder, shall under any circumstances create an implication that the information contained herein is correct as of any time subsequent to such date or any other date as of which information included in this Supplement is provided. Statements contained herein that are attributable to the investment team, the Directors, the Investment Manager, the Fund or KKR are not made in any person's individual capacity but rather on behalf of the Directors and the Investment Manager, which manage and implement the investment program of the Fund.

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SUMMARY OF PRINCIPAL TERMS

The following is a summary of the principal terms of KKR European High Yield Bond Fund (the "Fund"), a sub-fund of KKR Multi-Asset Class Credit Platform ICAV (the "ICAV"). The following summary is qualified in its entirety by reference to the detailed information appearing elsewhere in this supplement, as may be amended from time to time (this "Supplement") and by the terms and conditions of the instrument of incorporation of the ICAV, as it may be amended from time to time (the "Instrument of Incorporation"), the prospectus of the ICAV, as it may be amended from time to time (the "Prospectus") and the subscription documents of the Fund, which should be read carefully by each prospective shareholder before investing. To the extent that any of the terms described herein are inconsistent with the terms described in the Prospectus, the terms described herein shall control.

THE ICAV: The ICAV is an Irish collective asset-management vehicle registered with the Central Bank of Ireland (the "Central Bank") on 29 July 2021 pursuant to the Irish Collective Asset-management Vehicles Act 2015. The ICAV is structured as an umbrella fund with segregated liability between sub-funds pursuant to the UCITS Regulations.

THE FUND: The Fund is a sub-fund of the ICAV. The Fund has been approved by the Central Bank as a UCITS for the purposes of the UCITS Regulations and is managed by the Manager (as defined below).

THE INVESTMENT PROGRAM: The investment objective of the Fund is to outperform the ICE BofA Euro Non-Financial Fixed & Floating Rate High Yield Index (HEAE) (the "Benchmark") over a credit cycle. The Fund targets outperformance over the Benchmark across the credit cycle primarily from income with some potential capital appreciation. The Investment Manager currently considers that the duration of the credit cycle is in the approximate range of between 4-5 years but, given that credit cycles are not static, this may change over time.

The Fund does not seek to allocate its investments in line with, or seek to control risk relative to, any securities market index or the Benchmark. **There is no guarantee that the Fund's performance will match or exceed the Benchmark or any other index.**

The Fund intends to achieve its investment objective by investing in a diversified portfolio of high yield bonds and floating rate notes ("FRNs") of issuers organised, domiciled or incorporated in Europe or whose Group (each as defined below) carry on a majority of its operations in Europe (each, an "Investment" and collectively, the "Investments"). These Investments will largely be bonds or FRNs that primarily have a credit rating of between BB and CCC as rated by a Recognised Rating Agency (as defined below). The extent to which the Fund will invest in FRNs will depend on the Investment Manager's assessment of market conditions and available investment opportunities, and it is possible that the Fund may be invested up to 100% in FRNs.

The Investment Manager employs a bottom-up fundamentally-driven investment strategy which is based on intensive credit analysis, capital preservation and active portfolio management. Intensive credit analysis involves a comprehensive fundamental evaluation of a company and includes historical and projected financial modeling, an

analysis of the terms and structure of a company's debt and equity securities relative to the company's business risk, a consideration of the enterprise value of a company in both the public and private markets, and research and data systems which provide real-time portfolio-level information. Capital preservation focuses on long-term returns versus mark-to-market volatility where capital preservation is key. Active portfolio management involves the continuous integration of fundamental and relative value analysis across capital structures and asset classes combined with opportunistic management of the portfolio. The fundamental and relative value analysis employed by the Investment Manager incorporates intensive credit analysis. Intensive credit analysis includes: (i) business analysis, which involves a comprehensive fundamental evaluation of a company and includes historical and projected financial modelling; (ii) capital structure analysis, which evaluates the terms and structure of a company's debt and equity securities relative to the company's business risk; (iii) valuation analysis, which considers the enterprise value of a company in both the public and private markets; and (iv) research and data systems which provide real-time portfolio-level information. Opportunistic management is the process by which the Investment Manager's investment decisions follow a clear investment strategy that is developed using its proprietary resources and knowledge. Every investment for the Fund requires a deep due diligence analysis which includes a comprehensive stress test with a challenged downside scenario. The Investment Manager looks for misunderstood credit investments and then evaluates the opportunity. In looking for misunderstood credit investments, the Investment Manager carries out due diligence on relevant credit investments, and evaluates any opportunities in investments that offer the potential for attractive returns on a risk-adjusted basis when compared with their current valuations. The opportunistic nature of this strategy enables the Investment Manager to invest in the best risk-adjusted opportunities in the credit markets, as opposed to being restricted to one asset class or being mapped to a benchmark.

In implementing this strategy, the Investment Manager utilizes internally-generated credit models as well as third-party research, systems and analytics. Third party research, systems and analytics means external systems including Bloomberg, MSCI and other third party providers. These systems produce a variety of reports to evaluate risk in client portfolios, ensure guidelines adherence and assist the Investment Manager with pre- and post-trade analysis, as well as showing exposure to currencies, sectors and subsectors, broken down by various groupings including maturity bands, duration bands and credit quality.

Once a potential Investment has been identified, the Investment Manager carries out a business risk assessment which involves a review of the demand in the industry, the performance and competitive position of the issuer, and an assessment of any financial risk relating to cash flow, interest and leverage. Once this process has been completed, the Investment Manager makes a decision as to whether to proceed with the Investment.

The maximum investment by the Fund in any one "Industry Group" as

classified in the Global Industry Classification System (“GICS”)¹ shall not, as of the date of acquisition of the relevant asset(s), exceed an amount equal to 25% of the of the Net Asset Value of the Fund.

The Investments that the Fund will invest in may be fixed or floating rate securities and may be senior secured, unsecured and subordinated corporate bond obligations. The Fund may from time to time invest in options, futures, forwards, swaps, swaptions, warrants, rights and convertible securities for efficient portfolio management purposes (including hedging). In this context, efficient portfolio management purposes include: the reduction of risk, the reduction of cost and the generation of additional capital or income for the Fund with a level of risk that is consistent with the risk profile of the Fund.

The Fund may also invest in ETFs (which, for the avoidance of doubt, shall not include U.S. ETFs), including ETFs that are classified under the UCITS Regulations as collective investment schemes or issuers of transferable securities, for investment purposes and cash management and other efficient portfolio management purposes. Any ETFs that are classified as collective investment schemes will be UCITS or UCITS Equivalent Schemes. The Fund may also, subject to the limits set out in Schedule 2 of the Prospectus, invest up to 10% of its Net Asset Value in the aggregate in UCITS Equivalent Schemes and in UCITS.

The Fund also may invest in cash directly (e.g., Treasury bills, Treasury floating rate notes, Treasury notes, Federal Home Loan Bank discount notes, U.K. government bills, German government bills, Japanese government bills), in money market funds which may or may not be managed by or affiliated with the Investment Manager, or directly in the types of investments typically held by money market funds. The Fund may invest up to 10% of its Net Asset Value in such money market funds.

The Fund may enter into hedging transactions, including FX swaps, options and forward contracts, where the Investment Manager believes it is appropriate, to hedge any FX risks associated with the investment portfolio.

Subject to the conditions and limits set out in the Central Bank UCITS Regulations, the Fund may invest up to 10% of the Net Asset Value of the Fund in Securities Financing Transactions (as defined below) for efficient portfolio management purposes or invest in total return swaps. It is currently intended that the only Securities Financing Transactions used by the Fund will be repurchase, reverse repurchase or securities lending transactions. To the extent the Fund engages in Securities Financing Transactions or invests in total return swaps, in each case, the underlying assets of the relevant Securities Financing Transaction(s) or total return swap(s) are expected to be comprised of assets which are consistent with the investment objective and policy of the Fund.

Following an insolvency, work-out or other arrangement with an obligor, the Fund may hold equity or equity-related securities (including shares, warrants, options and convertible securities) which

¹ The list of sectors classified in the GICS is available here: <https://www.msci.com/gics>

may be listed or unlisted. The Fund may sell, deal in or hold such securities. It is not intended that the Fund would hold such securities in the long term. However, the securities will not necessarily be sold at the earliest opportunity, as the circumstances may be such that holding the securities for a longer period may be determined by the Investment Manager to be a better way of realising value from the sale of such securities.

“Europe”, for the purpose of this Supplement, means the Akrotiri and Dhekelia territories located in Cyprus, the Åland islands near Finland, Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Northern Cyprus, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard, Sweden, Switzerland, Turkey, Ukraine, the United Kingdom, Vatican City, any member of the European Union not otherwise included above and, with respect to any of the foregoing, any of their possessions or territories or any successor states on their respective territories.

“Group”, for the purpose of this Supplement, means a borrower and any entity controlling, controlled by or under common control as the borrower as reasonably determined by the Investment Manager.

“Recognised Rating Agency”, for the purposes of this Supplement, means Moody’s, Standard and Poor’s, Fitch and any other internationally recognised rating agency equivalent to any of them.

“Securities Financing Transactions” include repurchase transactions, securities or commodities lending and securities or commodities borrowing, buy-sell back transactions or sell-buy back transactions or margin lending transactions.

**SUSTAINABLE
FINANCE
DISCLOSURES
REGULATION:**

The Fund is an Article 8 Fund. An Article 8 Fund promotes environmental or social characteristics, but does not have as its objective sustainable investments.

What environmental and/or social characteristics are promoted by the Fund?

The Investment Manager promotes environmental and social characteristics for the Fund by completing, for each investment, on an initial and ongoing basis, an ESG scorecard (the “KKR ESG Scorecard”) which is a proprietary scorecard system that is based, among others, upon an assessment of certain ESG criteria in relation to each investment, such as carbon intensity, environmental management, social management, diversity and inclusion, sponsor reputation, financial controls, committed management, organizational structure and litigation issues.

Where possible, the Investment Manager assesses, on an ongoing basis, relevant ESG criteria in relation to each investment during its period of ownership, to track progress and engage with the company. The Investment Manager considers engagement on material ESG

issues to be an important element of its active management of the companies in the Fund's portfolio, depending on its level of influence and governance in relation to an investment.

What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by the Fund?

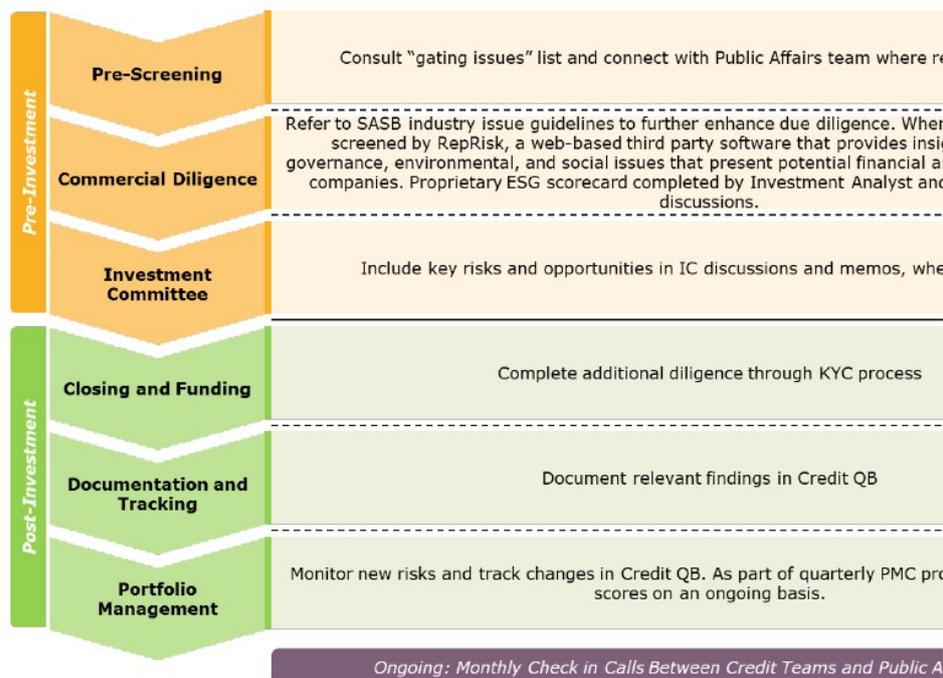
The KKR ESG Scorecard is informed by:

- (a) the Investment Manager's "Gating Issues" list (as described in the section of the Prospectus entitled "Funds – ESG Integration Processes") that notes whether a target business or investment involves any critical ESG or reputational concerns;
- (b) where available, responses provided by target investments to questions posed by the Investment Manager on specific environmental and social issues relevant to the investment's industry and based on the SASB Engagement Guide for Asset Owners and Asset Managers;
- (c) where available, using the ESG platform RepRisk to conduct research on any ESG controversies related to a potential investment;
- (d) where available, information collected from a target investment by asking them to complete a modified version of the ESG diligence questionnaire prepared by the Loans Syndication and Trading Association ("LSTA");
- (e) assessment of the target's "ESG Core Criteria", which are carbon intensity, environmental management, social management, diversity and inclusion, sponsor reputation, financial controls, committed management, organizational structure and litigation issues. The assessment also includes consideration of climate change related risks and opportunities, and engagement on these issues with borrowers. The Investment Manager assesses the "ESG Core Criteria" on the basis of information either derived from the investment's industry sector or information from the target investment; and
- (f) evaluation of the "Near-Term Outlook Criteria", which is an assessment of the target investment's potential positive environmental, social, and/or governance performance. For example, if the Investment Manager believes that the company has a strong environmental policy and the company demonstrates that it will continue to progress on its environmental objectives and/or goals, the Investment Manager scores the company accordingly.

By completing the ESG Scorecard, the Investment Manager generates for each investment a quantitative ESG score that the investment team may use to compare across the portfolio and new issues. This score is assessed prior to investment and on an annual basis. Where possible, the Investment Manager assesses, on an ongoing basis, relevant ESG criteria in relation to each investment during its period of ownership, to track progress and engage with the company.

The chart below summarizes the ESG process applicable to the Fund.

KKR CREDIT'S ESG PROCESS



Does the Fund take into account principal adverse impacts on sustainability factors?

The Investment Manager does not currently consider the principal adverse impacts of investment decisions on sustainability factors in connection with all its products and services. This is because the Investment Manager is not, in its view, currently in a position to obtain and/or measure all the data which it would be required by the SFDR to report, or to do so systematically, consistently and at a reasonable cost with respect to all their investment strategies to clients and investors. This is in part because underlying investments are not widely required to, and may not currently, report by reference to the same data.

However, the Investment Manager has decided, on a voluntary basis, to consider principal adverse impacts of its investment decisions on sustainability factors in relation to the Fund, applying the same standards under Article 7 of the SFDR, where such information is available to the Investment Manager and the Investment Manager considers such information to be material.

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 Manager's investment

strategy to assess the environmental and social characteristics is its KKR ESG Scorecard, as described above.

The Investment Manager's measuring, tracking and reporting of the environmental and social characteristics will inform the manner in which it manages the investment.

How is that strategy implemented in the investment process on a continuous basis?

The Investment Manager will assess the environmental, social and governance topics in the KKR ESG Scorecard in respect of each investment on an ongoing basis.

What is the policy to assess good governance practices?

As part of the Investment Manager's assessment of a target investment in its KKR ESG Scorecard, the Investment Manager assesses the target's "ESG Core Criteria", which include the target's carbon intensity, environmental management, social management, diversity and inclusion, sponsor reputation, financial controls, committed management, organizational structure and litigation issues. Depending on the target investment and availability of information, the Investment Manager will assess whether the company has a diverse board, adequate data privacy practices in place, a stable management team with limited turnover and that executive compensation is not excessive, that the company does not have a complex organizational structure and related party activities that may cause concerns, and that the company's level of litigation is low. The Investment Manager will also perform checks to comply with anti-money laundering and applicable "know your customer" regulations.

What are the asset allocation and the minimum share of sustainable investments?

The Investment Manager will attain the environmental or social characteristics promoted by the Fund by applying the binding elements of the Investment Manager's investment strategy to assess the environmental and social characteristics described above to each of the Fund's investments.

The Fund does not commit to making sustainable investments within the meaning of Article 2(17) of SFDR. The Investment Manager expects that 100% of the Fund's investments, excluding investments made for the purposes of currency hedging or the management of cash or other ancillary liquid assets, will be aligned with the environmental and social characteristics described above.

Where can I find more product specific information online?

<https://www.kkr.com/eu-sustainable-finance-disclosure-regulation>

MANAGER: FundRock Management Company S.A. (the "Manager"), a company incorporated in Luxembourg, serves as the manager of the ICAV. The Manager has ultimate responsibility for the investment management of the ICAV and the Fund. Pursuant to a management agreement (the "Management Agreement"), the Manager will also be responsible for ensuring compliance with the UCITS Requirements.

Subject to the Manager's overall supervision and control, the Manager may delegate certain of its management functions with respect to the Fund to third parties and in particular will delegate discretionary portfolio management activities to KKR Credit Advisors (Ireland) Unlimited Company (the "Investment Manager"), pursuant to an investment management agreement entered into with respect to the Fund (as amended, the "Investment Management Agreement"), which will be compensated as described in the section entitled **Management Fee**. Decisions, approvals and other actions with respect to which the Manager may exercise authority under the terms of this Supplement may instead be made or taken by the Investment Manager on the Manager's behalf, to the extent consistent with applicable law (including, without limitation, the UCITS Requirements), the Management Agreement and the Investment Management Agreement.

The Investment Manager was incorporated on 29 July 2002 and has its registered office at 75 St. Stephen's Green, Dublin 2, Ireland. The Investment Manager is authorised by the Central Bank as an investment firm pursuant to the MiFID Regulations.

As at 31 March 2021, total funds under management by KKR Credit was approximately \$164.9 billion across its credit strategies (with approximately \$98.1 billion of this capital in leveraged credit strategies). "KKR Credit" conducts its business through the Investment Manager, KKR Credit Advisors (US) which is registered with the U.S. Securities and Exchange Commission and KKR Credit Advisors (EMEA) LLP, which is authorized and regulated by the United Kingdom Financial Conduct Authority.

The Investment Manager may, with the prior consent of the Manager, delegate all or part of its investment management functions to a sub-investment manager provided that such delegation is made in accordance with the requirements of the Central Bank. Information on any sub-investment manager appointed will be provided to Shareholders on request, details of the sub-investment manager will be disclosed in the annual report and accounts and the fees of the sub-investment manager will not be paid out of a Fund's assets.

Except as prescribed by law, none of the Investment Manager, its affiliates and each of their respective members, partners, directors, shareholders, officers and employees, and legal representatives (e.g., executors, guardians and trustees) of any of them, including persons formerly serving in such capacities (each, an "Indemnified Party") shall be liable to the ICAV or the Manager for any costs, losses, claims, damages, liabilities, taxes (including interest, penalties and additions to tax), expenses (including reasonable legal and other professional fees and disbursements), judgments, fines or settlements (collectively, "Indemnified Losses") arising out of, related to or in

connection with any act or omission of such Indemnified Party taken, or omitted to be taken, in connection with the ICAV, the Manager or the Investment Management Agreement, except for any Indemnified Losses arising out of, related to or in connection with any act or omission that is found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed ("Judicially Determined") to be primarily attributable to the bad faith, gross negligence, wilful misconduct or fraud of such Indemnified Party. In addition, no Indemnified Party shall be liable to the ICAV or the Manager for any Indemnified Losses arising out of, related to or in connection with any act or omission taken, or omitted to be taken, by any broker or agent of the ICAV or the Manager if such broker or agent was selected, engaged and retained by such Indemnified Party directly or on behalf of the ICAV or the Manager in the absence of such Indemnified Party's bad faith, gross negligence, wilful misconduct or fraud.

To the fullest extent permitted by law, the ICAV shall indemnify each Indemnified Party for certain losses, claims, demands, costs, damages, liabilities, reasonable expenses of any nature (including costs of investigation and attorneys' fees and disbursements), judgments, fines, settlements and other amounts, of any nature whatever, known or unknown, liquidated or unliquidated arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, incurred in connection with any act or omission performed or omitted by any of them unless the act or failure to act of the Indemnified Party was not in good faith or not in a manner it believed to be in, or not contrary to, the best interests of the Manager, the ICAV or any Fund or the Indemnified Party's conduct resulted in a criminal conviction of such person or which constituted fraud, wilful misconduct, gross negligence, a material breach of the Instrument, Prospectus or such other fund document or a material violation of applicable securities laws.

The Investment Management Agreement shall remain in effect until terminated (i) by any party hereto at any time upon 90 days' prior written notice to the other party hereto; and/or (ii) by the Manager, if in its reasonable good faith opinion, such action is in the best interests of the Shareholders.

DEPOSITARY: The Manager and the ICAV have appointed European Depositary Bank SA, Dublin Branch with offices at 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin 1, Ireland (the "Depositary"), to act as the depositary of the ICAV pursuant to the terms of a depositary agreement between each of the ICAV, the Manager and the Depositary (the "Depositary Agreement"). The Depositary is entitled to receive an annual fee out of the assets of the Fund, accrued and calculated monthly, at a rate of up to a maximum amount of 0.015% per annum of the Net Asset Value of the ICAV.

The Depositary is also entitled to receive a fee for custodial services relating to custody of fixed income securities that are transacted on the Euroclear and Depositary Trust Company clearing systems of 0.005% of the assets in custody. The Depositary may charge other custodial fees and transaction fees at normal commercial rates.

The Depositary will also be reimbursed by the ICAV for reasonable out-of-pocket expenses. All fees and expenses of the Depositary are exclusive of VAT.

ADMINISTRATOR:

Apex Fund Services (Ireland) Limited, a company incorporated under the laws of Ireland and having its registered office at 1st Floor, Block 2 Harcourt Centre, Harcourt Street, Dublin 2, Ireland (the "Administrator"). The ICAV and the Manager have entered into an administration agreement (the "Administration Agreement") with the Administrator for the provision of certain services. The Administrator is entitled to receive an annual fee out of the assets of the sub-funds of the ICAV (with the Fund bearing its pro rata share), accrued and calculated monthly, in the following amounts per annum of the ICAV's assets:

- 0.03% of the Net Asset Value of the ICAV under €500 million;
- 0.025% of the Net Asset Value of the ICAV for the next €500 million; and
- 0.02% of the Net Asset Value of the ICAV thereafter,

subject to a minimum monthly fee of €3,000 per sub-fund.

The Administrator will also be reimbursed by the ICAV for reasonable out of pocket expenses. All fees and expenses of the Administrator are exclusive of VAT.

MANAGEMENT FEE:

The Fund will pay the Manager a management fee (the "Management Fee") out of the assets of the Fund calculated as a percentage of the Net Asset Value of the Fund.

The Manager is entitled to receive an annual fee out of the assets of the Fund, accrued and calculated monthly, at a rate of up to a maximum of 0.03% of the Net Asset Value, which is subject to a minimum monthly fee of €3,350 per sub-fund.

The fee will be determined as at each Valuation Day (as defined below), adjusted for subscriptions and redemptions, and prorated for partial periods. The Management Fee is payable monthly in arrears.

The Manager will also be reimbursed by the Fund for reasonable out-of-pocket expenses incurred by the Manager.

INVESTMENT MANAGER FEE:

In consideration of the portfolio management services to be provided by the Investment Manager, the Fund will pay the Investment Manager an investment management fee (the "Investment Management Fee") out of the assets of the Fund calculated as a percentage of the Net Asset Value of the relevant Classes of the Fund.

In respect of the Class A Shares, the Investment Management Fee will be calculated as follows:

- 0.45% of the Net Asset Value of the Shares on investments under \$100 million;
- 0.40% of the Net Asset Value of the Shares on investments between \$100 million and \$200 million; and
- 0.35% of the Net Asset Value of the Shares on investments

above \$200 million.

There is no Investment Management Fee payable in respect of the Class B Shares. The Class B Shares are reserved for investment by the KKR Multi-Asset Class Fund, a sub-fund of the KKR Multi-Asset Class ICAV and other investment vehicles sponsored, managed or advised by KKR or its affiliates.

The fee will be determined as at each Valuation Day (as defined below), adjusted for subscriptions and redemptions, and prorated for partial periods. The Investment Management Fee will accrue weekly and be payable monthly in arrears.

The Investment Manager will also be reimbursed by the Fund for reasonable out-of-pocket expenses incurred by the Investment Manager. The Investment Manager may, in its sole discretion, elect to reduce or rebate the Investment Management Fee with respect to any Shares, including, without limitation, Shares issued to it in respect of certain Shareholders (which may include KKR Personnel, strategic investors and certain partners considered by the Manager to be affiliates of any of the foregoing); provided, that to the extent required by the UCITS Requirements, all Shareholders in a class of Shares of the Fund (a "Class" or together "Classes") are treated equally and all Shareholders in the Fund are treated fairly. The latter proviso shall not prevent the Investment Manager, or an affiliate thereof, from rebating or reducing all or a portion of the Investment Management Fee for certain Shareholders.

OTHER FEES: For further information on the fees and expenses payable by the Fund, see the section in the Prospectus entitled **Fees and Expenses**.

CLASSES OF SHARES: The Fund will offer various Classes. The Classes will be denominated in the currency specified in **Appendix 1 – Classes of Shares**.

Initially, the Classes detailed in **Appendix 1 – Classes of Shares** will be issued in respect of the Fund. Pursuant to the Instrument of Incorporation additional Classes may be issued by the Fund in accordance with the requirements of the Central Bank on such terms as may from time to time be determined. Shares of any particular Class may accommodate different subscriptions and/or redemption and/or dividend provisions and/or charges and/or fee arrangements.

INITIAL OFFER PERIOD: The initial offer period in respect of each Class shall be the period of six months from 13 June 2022 at 9.00 a.m. (Irish time) to 9 December 2022 at 5.00 p.m. (Irish time) or such earlier or later date as the Directors may determine in accordance with the requirements of the Central Bank (the "Initial Offer Period").

ISSUANCE OF SHARES: Following the close of the Initial Offer Period, Shares will be offered on each Subscription Dealing Day (as defined below) at an issue price per Share equal to the Net Asset Value per Share on the immediately preceding Valuation Day, together with any duties and charges (as set out in the Instrument of Incorporation). The ICAV will not charge any subscription fee. However, an anti-dilution levy which may, at the sole discretion of the Investment Manager, be payable where there are net subscriptions on a Subscription Dealing Day to cover dealing costs in order to preserve the value of the underlying assets of the

Fund. Such levy shall not exceed 3% of the subscription monies. The ICAV shall not issue Shares, or if issued, shall cancel such Shares unless the required subscription proceeds are paid into the assets of the Fund within 10 calendar days of the relevant Subscription Dealing Day or such other deadline as may be specified and notified to the relevant investors by the Investment Manager.

BUSINESS DAY: Unless otherwise determined by the Directors, "Business Day" shall mean any day other than: (a) Saturday and Sunday; and (b) any other day on which banks located in Dublin or New York City are closed.

SUBSCRIPTION DEALING DAY: The first Business Day of each week and/or such other day or days as the Directors may in their sole discretion determine and notify in advance to Shareholders and provided that there shall be at least one subscription dealing day per fortnight (each, a "Subscription Dealing Day").

REDEMPTION DEALING DAY: The first Business Day of each week and/or such other day or days as the Directors may in their sole discretion determine and notify in advance to Shareholders and provided that there shall be at least one redemption dealing day per fortnight (each, a "Redemption Dealing Day").

VALUATION POINT: 6:00 p.m. (Dublin time) on the Valuation Day.

DEALING DEADLINE: For subscriptions, no later than 1.00 p.m. (Irish time) on the Business Day which is one Business Day prior to the relevant Subscription Dealing Day (or such later time as the Directors may approve, in exceptional circumstances, provided it is prior to the Valuation Point on the Valuation Day in question).

For redemptions, no later than 1.00 p.m. (Irish time) on the Business Day which is one Business Day prior to the relevant Redemption Dealing Day (or such later time as the Directors may approve, in exceptional circumstances, provided it is prior to the Valuation Point on the Valuation Day in question).

INITIAL OFFER PRICE: EUR 100 per Share for EUR-denominated Classes.

MINIMUM SHAREHOLDING: EUR 1,000,000 or such other amount as may be determined, from time to time, by the Investment Manager in its discretion.

SUBSCRIPTION PROCESS: Each Shareholder will be required to submit an application form (the "Application Form") to the ICAV. Subscription requests should be sent by a PDF instruction via email (with the original to follow, where required, by courier immediately thereafter) to the email address and postal address set out on the Application Form prior to the Dealing Deadline. Applicants should be aware of the risks associated with sending Application Forms by email. Neither the Administrator nor the ICAV accepts any responsibility for any loss caused due to the non-

receipt or illegibility of any applications.

The Administrator accepts no responsibility for any loss caused due to the non-receipt of any email.

This section should be read in conjunction with the section in the Prospectus entitled **Subscription for Shares**.

REDEMPTION OF SHARES:

A Shareholder may redeem all or any portion of its Shares on any Redemption Dealing Day.

Each redemption request should be sent to the Administrator by a PDF instruction via email (with the original, where required, to follow by courier immediately thereafter by post) prior to the Dealing Deadline. The redemption request must specify the number of Shares or the amount in cash to be redeemed. The Administrator will process redemption requests which are initially received by PDF instructions via email, but redemption proceeds will not be paid to a redeeming Shareholder until the Administrator is in receipt of the original redemption request, where required, by the redeeming Shareholder or by an authorised signatory of the redeeming Shareholder together with the original redemption notice and original copies of all documentation for anti-money laundering purposes, where required. Neither the ICAV nor the Administrator shall be responsible for any mis-delivery or non-receipt of any email.

Shares will be redeemed on each Redemption Dealing Day at a price per Share equal to the Net Asset Value per Share on the immediately preceding Valuation Day, together with any duties and charges (as set out in the Instrument of Incorporation). The ICAV will not charge any redemption fee. However, an anti-dilution levy may, at the sole discretion of the Investment Manager, be payable where there are net redemptions on a Redemption Dealing Day to cover dealing costs in order to preserve the value of the underlying assets of the Fund. Such levy shall not exceed 3% of the redemption monies.

If total redemption requests in respect of any Redemption Dealing Day would, if satisfied, result in aggregate redemptions for a calendar quarter exceeding 25% of the Net Asset Value of the Fund on the beginning of such calendar month, the Directors may in their discretion reduce the number of Shares redeemed on such Redemption Dealing Day (including to zero) to the extent required to avoid such result. Any requests for redemption on the relevant Redemption Dealing Day shall be reduced pro rata to the total number of Shares in the Fund held by Shareholders who have submitted redemption requests for the relevant Dealing Day. The balance of redemption requests shall be treated as if they were received in respect of each subsequent Redemption Dealing Day until all the Shares with respect to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier Dealing Day shall rank *pari passu* with redemption requests received in respect of each subsequent Dealing Day until all the shares to which the original request related have been redeemed.

No Shareholder shall be entitled to request redemption of part only of its holding of Shares of any Class in the Fund if such realisation would

result in its holding of Shares of such Class after such realisation being below the applicable Minimum Shareholding.

In the case of redemptions, the Fund will use reasonable commercial efforts to pay settlement proceeds as soon as same are realised from sale of Investments, provided all of the relevant duly signed redemption documentation has been received by the Administrator and in any case, within 10 Business Days of the dealing deadline for the relevant Redemption Dealing Day in accordance with the Central Bank Regulations. Payment of any proceeds of redemptions will only be paid on receipt by the Administrator of any relevant redemption documentation (including any anti-money laundering documentation requested). In the event that a Shareholder requires payment of redemption proceeds to an account of the Shareholder other than that specified in the Application Form, the Shareholder must provide a request, with the original to follow by post where required, executed by an authorised signatory of the Shareholder, to the Administrator on or prior to the receipt of the redemption request form. No third party payments will be made.

This section should be read in conjunction with the section in the Prospectus entitled **Redemption of Shares**.

DETERMINATION OF NET ASSET VALUE; PUBLICATION OF THE PRICE OF THE SHARES:

The Administrator shall calculate to two decimal places the Net Asset Value of the Fund and the Net Asset Value per Share of each Class, as appropriate, on each Business Day immediately preceding the Subscription Dealing Day or the Redemption Dealing Day, as appropriate, or such other time as the Directors may determine from time to time and notify to Shareholders (the "Valuation Day") and in accordance with the Instrument of Incorporation and this Supplement. For the avoidance of doubt, the time at which the Net Asset Value is determined will always be after the Dealing Deadline in respect of applications for subscription or redemptions.

Information regarding the Net Asset Value per Share of each Class will be made available at the office of the Administrator for each Subscription Dealing Day. The ICAV will make the number of Shares held by a Shareholder and the Net Asset Value per Share of its Class available to that Shareholder promptly upon request. Such information shall relate to the number of Shares and Net Asset Value per Share as of the most recent Subscription Dealing Day and is published for informational purposes only. It is not an invitation to subscribe for Shares at that Net Asset Value per Share.

PROFILE OF A TYPICAL INVESTOR:

Investment in the Fund is considered to be suitable for institutional investors seeking capital growth over a medium to long term period with a moderate level of volatility. Such institutional investors may include institutional investors that are investing on their own account or institutional investors that are distributors, platforms and other intermediaries that may provide for indirect participation by retail investors in the relevant Fund.

BASE CURRENCY: The base currency ("Base Currency") of the Fund is the euro. For the avoidance of doubt, Investments may be denominated in currencies other than the euro. Accordingly, changes in currency values may adversely affect the Base Currency value of portfolio Investments, interest, dividends, and other revenue streams received by a Fund, gains and losses realised on the sale of portfolio Investments and the amount of distributions, if any, to be made by the Fund. The Fund may, but is not required to, seek to limit this foreign currency exposure by entering into currency forwards and other foreign currency derivative transactions. The Investment Manager may change the Base Currency of the Fund upon notice to the Shareholders.

DIVIDENDS: The Investment Manager may determine at its sole discretion that sufficient amounts are available to distribute to Shareholders by way of a dividend in respect of the Distributing Share Classes (meaning any Class that is identified as a distributing Class in Appendix 1). Should the Investment Manager make such determination, it is expected that such dividends would be declared at the end of each calendar quarter and paid within one month of the relevant quarter end. The Investment Manager may determine at its sole discretion to declare dividends at a different frequency to that set out above.

The income available for distribution in respect of the Fund shall be the aggregate of the net income (whether in the form of dividends, interest or otherwise and including realised and unrealised capital gains less realised and unrealised capital losses) received by the Fund during a distribution period, subject to such adjustments as may be appropriate. The amount to be distributed is determined at the sole discretion of the Investment Manager in accordance with Instrument of Incorporation. Distributions may also be paid out of capital at the discretion of the Investment Manager. For the avoidance of doubt, and without limitation, the Fund shall be permitted to make a distribution of net income even in the event that the Fund has made a capital loss in the relevant period and such distribution will be made out of the capital of the Fund.

As distributions may be made out of the capital of the Fund, there is a greater risk that capital will be eroded and 'income' will be achieved by foregoing the potential for future capital growth of your investment and the value of future returns may also be diminished. This cycle may continue until all capital is depleted. Distributions made out of capital during the life of the Fund must be understood to be a type of capital reimbursement. Distributions out of capital may have different tax implications to distributions of income and investors should seek appropriate advice in this regard.

Dividends, when declared, will be paid within one month after the relevant date upon which the distribution is to be effected, in accordance with the Instrument of Incorporation and the Prospectus, by bank transfer to the relevant Shareholders. Any dividend unclaimed after 6 years from the date when it first became payable shall be forfeited automatically and will revert to the Fund without the

necessity for any declaration or other action by the Investment Manager.

Subject to certain procedures and requirements set forth in the Instrument of Incorporation, the Prospectus and this Supplement, the Investment Manager may, in its sole discretion, offer the option to all Shareholders to receive an in-kind distribution of securities in lieu of a cash distribution in connection with any proposed disposition by the Fund.

In accordance with the requirements of the Central Bank, any such in-kind distribution must not be prejudicial to the interests of the other Shareholders in the Fund, and asset allocation in respect of the in-kind distribution must be approved by the Depositary.

**BORROWING
S AND
GLOBAL
EXPOSURE:**

The Fund may utilise borrowings for temporary cash management purposes.

The ICAV will use the commitment approach to calculate the global exposure of the Fund, in accordance with the Fund's risk management process. The risk management process enables the Fund to accurately measure, monitor and manage the various risks associated with FDIs. The commitment approach is a methodology that aggregates the underlying market or notional values of FDI to determine the degree of global exposure of the Fund to FDI.

In accordance with the UCITS Regulations, the Fund's global exposure through the use of FDI will not exceed its total net assets, i.e. the Fund will not be leveraged in excess of 100% of its Net Asset Value. It is not anticipated that the Fund will have any exposure to short positions.

HEDGING:

The Fund may engage in bona fide hedging transactions at the portfolio level, i.e. in connection with the acquisition, holding, financing, refinancing or disposition of Investments, including currency hedging, swaps and other derivative contracts or instruments. Any amount paid by the Fund for such hedging transactions may be treated as general expenses of the Fund or as capital invested with respect to the related Investments or other Investments, and any distributions resulting therefrom may be treated as proceeds from the related Investments or other Investments, in each case as the Investment Manager determines in good faith to be appropriate under the circumstances.

The Fund may also comprise Classes denominated in a currency other than the Base Currency. In such case the Investment Manager may, in its discretion (but is not required to), seek to hedge the currency exposure risk between the Base Currency of the Fund and the currency of denomination of Classes of the Fund denominated in currencies other than the Base Currency. Class Currency transactions will be clearly attributable to a specific Class (therefore currency exposures of different currency Classes may not be combined or offset and costs and gains/losses of the hedging transactions will accrue solely to the relevant Class).

Although not intended, over-hedged or under-hedged positions may

arise due to factors outside of the control of the Investment Manager. There can be no assurance that any such currency hedging will be effective.

Over-hedged positions will not be permitted to exceed 105% of the Net Asset Value of the Class. Hedged positions will be kept under review to ensure that over-hedged positions do not exceed the permitted level. This review will also incorporate a procedure to ensure that positions materially in excess of 100% will not be carried forward from month to month. A position shall be over-hedged where the currency forward or other derivative attributable to a specific Class hedges an amount of the currency of denomination of that Class in excess of the Net Asset Value of the Class. Under-hedged positions will not be permitted to fall below 95% of the portion of the Net Asset Value of the Class which is to be hedged, and any under-hedged position will be kept under review to ensure it is not carried forward from month to month.

To the extent that hedging is successful, the performance of the Class is likely to move in line with the performance of the underlying assets. Investors in a hedged Class will not benefit if the currency of denomination of the Class falls against the Base Currency and/or the currency in which the assets of the Fund are denominated.

**RELATIONSHIP
WITH OTHER
KKR
INVESTMENT
VEHICLES:**

From time to time, investment opportunities may arise that are suitable for investment both by the Fund and by other investment funds, vehicles or accounts managed or advised by KKR and its affiliates (including the Investment Manager), including proprietary KKR accounts.

KKR will allocate such investment opportunities among the Fund and such funds, vehicles and accounts in a manner that is consistent with an allocation methodology established by KKR reasonably designed to help ensure allocations of opportunities are made over time on a fair and equitable basis. In determining allocations of investments, KKR will take into account such factors as it deems appropriate, which may include, for example and without limitation: investment objectives and focus; target investment size and target returns, available capital, the timing of capital inflows and outflows and anticipated capital commitments (as applicable) and subscriptions; liquidity profile; applicable concentration limits and other investment restrictions; mandatory minimum investment rights and other contractual obligations applicable to participating funds, vehicles and accounts and/or to their investors; portfolio diversification; tax efficiencies and potential adverse tax consequences; regulatory restrictions applicable to participating funds, vehicles and accounts and their investors; policies and restrictions (including internal policies and procedures) applicable to participating funds, vehicles and accounts; the avoidance of odd-lots or cases where a pro rata or other defined allocation methodology would result in a de minimis allocation to one or more participating funds, vehicles and accounts; the potential dilutive effect of a new position; the overall risk profile of a portfolio; the potential return available from a debt investment as compared to an equity investment; the potential effect on the Fund's performance (positive and negative); and any other considerations deemed relevant by KKR. (See the **Conflicts of Interest** section of

the Prospectus.)

In the event that the any KKR proprietary accounts or vehicles participate in a co-investment, they will (a) participate at the same time as, and on terms that are no more favourable than the terms on which, the Fund participates in the investment and (b) dispose of such co-investment at the same time and on terms that are no more favourable than the terms on which the Fund disposes of the relevant investment (excluding dispositions to other KKR affiliates, any disposition to effect a syndication contemplated on or prior to the date of the relevant investment, any disposition after the date on which the Fund disposes of the relevant investment to the extent reasonably practicable and subject to applicable legal, tax or regulatory considerations To the extent that KKR determines in good faith that an opportunity is most appropriate for the proprietary principal investment activities of KKR or its affiliates due to the strategic nature of the opportunity as it relates to the business of KKR and its affiliates, then such investment opportunity will be deemed not within the investment focus of the Fund and will be allocated accordingly.

RISK FACTORS:

The Fund's investment program is speculative and entails substantial risks. There can be no assurance that the investment strategies described herein will allow the Fund to achieve its investment objective. In fact, the investment techniques that the Investment Manager may employ from time to time can, in certain circumstances, substantially increase the adverse impact that market fluctuations have on the Fund's investment portfolio. Accordingly, the Fund's activities could result in substantial losses under certain circumstances. Prospective Shareholders should carefully consider the risks involved in an investment in the Fund, including, but not limited to, those set out in the Prospectus in the section entitled **Risk Factors**.

CONFLICTS OF INTEREST:

The Fund is subject to a number of actual and potential conflicts of interest involving the Directors, the Manager, the Investment Manager and their respective affiliates. However, the Directors, the Manager, the Investment Manager and their respective affiliates have substantial incentives to see that the assets of the Fund appreciate in value and the mere existence of an actual or potential conflict of interest does not mean that it will be acted upon to the detriment of the Fund. There is no assurance that the Directors or KKR will resolve all conflicts of interest in a manner that is favourable to the Fund.

The Manager, the Investment Manager, KKR and their respective affiliates provide discretionary investment management services and certain administrative and other services to other investment funds, vehicles and accounts (including proprietary KKR accounts, which may include investment and co-investment vehicles established for KKR Personnel, senior advisors and associates, such as employee vehicles and accounts established for the purposes of developing, evaluating and testing potential investment strategies or products and for proprietary investment purposes) and strategic investors of KKR, and might, in the future, provide such services to additional funds, vehicles, clients, accounts and/or strategic investors. The foregoing

funds, vehicles, clients, accounts and/or strategic investors managed or advised by KKR, including, without limitation, private equity, credit, originated loans, long/short equity, long/short credit, special situations, structured credit, natural resources, real estate and infrastructure funds, managed accounts and collateralised loan obligations managed by KKR and funds and accounts managed by the Investment Manager (currently including a number of funds of hedge funds and managed accounts) are collectively referred to herein as "Other KKR Investment Vehicles." Certain Other KKR Investment Vehicles may have investment objectives, programs, strategies and positions that are similar to, or may conflict with, those of the Fund, or may compete with, or have interests adverse to, the Fund. Accordingly, the activities of the Manager, the Investment Manager and their respective affiliates in connection with such Other KKR Investment Vehicles and/or other business activities may give rise to potential conflicts of interest. Similarly, the Directors may serve as directors (or in a similar capacity) with respect to other investment funds and vehicles, and, as a result, may face similar or other distinct conflicts of interest. Prospective Shareholders should carefully consider the risks involved in an investment in the Fund, including, but not limited to, those set out in the Prospectus in the section entitled **Conflicts of Interest.**

TAXATION

Any change in the Fund's tax status or in taxation legislation could affect the value of the investments held by the Fund and could affect the return to investors. Potential investors and Shareholders should note that the statements on taxation, which are set out in the Prospectus are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of the Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Fund.

APPENDIX 1

Classes of Shares

KKR EUROPEAN HIGH YIELD BOND FUND

Class	Hedged / Unhedged	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding
Class A EUR (Distributing)	Unhedged	EUR 1 million	EUR 1 million	EUR 1 million
Class A EUR (Accumulating)	Unhedged	EUR 1 million	EUR 1 million	EUR 1 million
Class A USD (Distributing)	Hedged	USD 1 million	USD 1 million	USD 1 million
Class A USD (Accumulating)	Hedged	USD 1 million	USD 1 million	USD 1 million
Class B EUR (Distributing)	Unhedged	EUR 1 million	EUR 1 million	EUR 1 million
Class B EUR (Accumulating)	Unhedged	EUR 1 million	EUR 1 million	EUR 1 million
Class B USD (Distributing)	Hedged	USD 1 million	USD 1 million	USD 1 million
Class B USD (Accumulating)	Hedged	USD 1 million	USD 1 million	USD 1 million

APPENDIX 2

Benchmark

The ICE BofA Euro Non-Financial Fixed & Floating Rate High Yield Index (HEAE) tracks the performance of fixed and floating rate EUR denominated below investment grade corporate debt publicly issued in the euro domestic or eurobond markets, excluding financials, and caps issuer exposure at 3%. Qualifying securities must have a below investment grade rating (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed, floating or fixed-to-floating rate coupon and a minimum amount outstanding of EUR 250 million.