

## **INVESTMENT ADVISER BROCHURE**

**H.I.G. CAPITAL, L.L.C.**

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**This Investment Adviser Brochure (“Brochure”) provides information about the qualifications and business practices of H.I.G. Capital, L.L.C., a Delaware limited liability company (“H.I.G. Capital”). If you have any questions about the contents of this Brochure, please contact us at 305-379-2322 or [info@higcapital.com](mailto:info@higcapital.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state authority.**

H.I.G. Capital is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). However, such registration does not imply a certain level of skill or training.

Additional information regarding H.I.G. Capital is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## **MATERIAL CHANGES**

This Brochure contains material changes to the initial Form ADV Part 2 filed by H.I.G. Capital, LLC on April 1, 2013 (the “**Prior Brochure**”). Immediately below is a discussion of such material changes. Such discussion sets forth only material changes to the Prior Brochure.

This Brochure reflects the following material changes to the Prior Brochure: the insertion of language regarding the formation of H.I.G. Europe Capital Partners II, L.P., H.I.G. Middle Market LBO Fund II, L.P., and their general partners, H.I.G. Europe Advisors II, L.P., H.I.G. Middle Market Advisors II, LLC, respectively, and WhiteHorse VII, Ltd.

## ADVISORY BUSINESS

H.I.G. is a private investment management firm, including a registered investment advisory entity and other advisory organizations affiliated with H.I.G. Capital, L.L.C., a Delaware limited liability company (“**H.I.G. Capital**” and, together with such affiliated organizations, collectively, “**H.I.G.**”), that manages, as of December 31, 2013, approximately \$13 billion in private fund assets. As more fully described below, H.I.G., through such affiliated advisory organizations, focuses on private equity, venture capital, debt/credit, real estate and public equity investments, respectively.

H.I.G. Capital is a registered investment adviser that commenced operations in 1993. H.I.G. Capital and its affiliated investment advisers, H.I.G. Advisors L.L.C., (“**PE Onshore Fund II GP**”), H.I.G. Partners II, L.P. (“**PE Offshore Fund II GP**”), H.I.G. Advisors III L.L.C. (“**PE Onshore Fund III GP**”), H.I.G. Associates III, L.P. (“**PE Offshore Fund III GP**”), H.I.G. Bayside Loan Advisors III (Europe-US\$), L.P. (“**Bayside Loan Opportunity Fund III (Europe-US\$) GP**”), H.I.G. Bayside Loan Advisors III (Europe-Euro), L.P. (“**Bayside Loan Opportunity Fund III (Europe-Euro) GP**”), and together with Bayside Loan Opportunity Fund III (Europe-US\$) GP, the “**Bayside Loan Opportunity Europe Funds GPs**”), H.I.G. WhiteHorse Capital, LLC (“**CLO Fund CM**”), H.I.G. Advisors IV, L.L.C. (“**PE Fund IV GP**”), H.I.G. Venture Advisors L.L.C. (“**VC Onshore Fund I GP**”), H.I.G. Venture Associates, L.P. (“**VC Offshore Fund I GP**”), H.I.G. Venture Advisors II, LLC (“**VC Fund II GP**”), H.I.G. BioVentures Advisors, LLC (“**BioVentures Fund GP**”), H.I.G. Growth Advisors II, LLC (“**Growth Equity Fund GP**”), Bayside Opportunity Advisors, L.L.C. (“**Bayside Fund I GP**”), H.I.G. Bayside Advisors II, L.L.C. (“**Bayside Fund II GP**”), H.I.G. Bayside Loan Advisors, LLC (“**Bayside Loan Opportunity Fund II GP**”), H.I.G. Realty Advisors, LLC (“**RE Fund GP**”), Brightpoint Capital GP, LLC (“**Brightpoint Onshore Fund GP**”), Brightpoint Capital (Cayman) GP Limited (“**Brightpoint Offshore Fund GP**”), H.I.G. Advisors V, LLC (“**PE Fund V GP**”), H.I.G. Middle Market Advisors II, LLC (“**MM Fund II GP**”), H.I.G. Europe Advisors, L.P. (“**Europe Fund GP**”), and H.I.G. Europe Advisors II, L.P. (“**Europe Fund II GP**,” and together with PE Onshore Fund II GP, PE Offshore Fund II GP, PE Onshore Fund III GP, PE Offshore Fund III GP, PE Fund IV GP, VC Onshore Fund I GP, VC Offshore Fund I GP, VC Fund II GP, BioVentures Fund GP, Growth Equity Fund GP, Bayside Fund I GP, Bayside Fund II GP, Bayside Loan Opportunity Fund II GP, RE Fund GP, Brightpoint Onshore Fund GP, Brightpoint Offshore Fund GP, PE Fund V GP, MM Fund II GP, and Europe Fund GP, the “**General Partners**”), Bayside Capital, Inc. (“**Bayside Fund MC**”), Brightpoint Capital Advisors, LLC (“**Brightpoint Fund MC**” and, together with Bayside Fund MC, and the General Partners, the “**Affiliated Advisers**”; the Affiliated Advisers and H.I.G. Capital, collectively, the “**Advisers**”) provide investment advisory services to private investment funds. Each Adviser is registered under the Advisers Act pursuant to H.I.G. Capital’s registration in accordance with SEC guidance. This Brochure also describes the business practices of each Adviser, which operates as a single advisory business together with H.I.G. Capital.

H.I.G. Capital, through its shared control of the Affiliated Advisers, manages the business and affairs of the PE Funds, VC Funds, BioVentures Fund, Growth Equity Fund, MM Fund II, Bayside Funds, RE Fund, Brightpoint Funds, Europe Funds, and Bayside Loan Opportunity Europe Funds (each as defined below).

As of December 31, 2013, H.I.G. Capital managed approximately \$13 billion in client assets on a discretionary basis. H.I.G. Capital is controlled by Sami Mnaymneh and Anthony Tamer (the “**Managing Partners**”). The Principal Owners of H.I.G. Capital are Sami Mnaymneh, Anthony Tamer, Mnaymneh H.I.G. Management LP and Tamer H.I.G. Management LP. Additionally, as more fully described below, in the case of the Funds other than the Europe Fund, Europe Fund II, and Bayside Loan Opportunity (Europe-Euro) Fund, H.I.G.-GP II, Inc., a Delaware corporation, controlled by the Managing Partners (the “**H.I.G. UGP**”) serves as the general partner or manager, as applicable, of the general partner of each Fund (or, alternatively, as the manager or general partner of such manager or general partner). H.I.G. UGP is controlled by its shareholders, Sami Mnaymneh and Anthony Tamer, who are its principal owners. In the case of the Europe Fund, Europe Fund II, and Bayside Loan Opportunity (Europe-Euro) Fund, the Managing Partners, directly or indirectly, control H.I.G. Europe Capital Partners GP, Ltd., a Cayman Islands exempted company (the “**Europe UGP**”), which is the general partner such funds.

The Funds and any other Private Investment Funds include private equity, venture capital, debt/credit, real estate and public equity funds. The Funds invest pursuant to and in accordance with the investment criteria and limitations set forth in each Fund’s limited partnership agreement (each a “**Limited Partnership Agreement**”). From time to time, where such investments consist of portfolio companies, the senior principals or other personnel of H.I.G. Capital or its affiliates may serve on such portfolio companies’ respective boards of directors or otherwise act to influence control over the management of a Fund’s portfolio companies. H.I.G. Capital’s investment advisory services to the Funds consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for such investments. These advisory services are detailed in the applicable private placement memoranda and the supplements thereto (each, a “**Private Placement Memorandum**” and, collectively, the “**Private Placement Memoranda**”) and the Limited Partnership Agreements of the Funds, and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss”.

The following is a list of the Funds (together with the applicable general partners and management companies) that comprise each PE Fund, VC Fund, BioVentures Fund, Growth Equity Fund, MM Fund II, Bayside Fund, RE Fund, Brightpoint Fund, Europe Fund, and Bayside Loan Opportunity Europe Fund (each, a “**Fund**,” collectively, the “**Funds**” and together with any future private investment fund managed by H.I.G. Capital, the “**Private Investment Funds**”). The investors of the Funds (other than the General Partners), as applicable, are referred to herein as “**Limited Partners**”, and the Limited Partners together with the General Partners are referred to herein as the “**Partners**”. Investors should refer to the applicable Limited Partnership Agreement for specific terms with respect to such Fund.

#### *PE Funds II-V*

PE Onshore Fund II GP, a Delaware limited liability company, is the general partner of H.I.G. Capital Partners II, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Onshore Fund II**”). PE Offshore Fund II GP, a Cayman Islands exempted limited partnership, is the general partner of H.I.G. Investment Group II, L.P., a Cayman Islands exempted limited partnership

(together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Offshore Fund II**”, together with PE Onshore Fund II, “**PE Fund II**”).

H.I.G. UGP is the manager of PE Onshore Fund II GP and the general partner of PE Offshore Fund II GP. PE Onshore Fund III GP, a Delaware limited liability company, is the general partner of H.I.G. Capital Partners III, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Onshore Fund III**”). PE Offshore Fund III GP, a Cayman Islands exempted limited partnership, is the general partner of H.I.G. Investment Group III, L.P., a Cayman Islands exempted limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Offshore Fund III**”, together with PE Onshore Fund II, “**PE Fund III**”).

H.I.G. UGP is the manager of PE Onshore Fund III GP and the general partner of PE Offshore Fund III GP. PE Fund IV GP, a Delaware limited liability company, is the general partner of H.I.G. Capital Partners IV, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Fund IV**”). PE Fund V GP, a Delaware limited liability company, is the general partner of H.I.G. Capital Partners V, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**PE Fund V**” and, together with PE Fund II, PE Fund III and PE Fund IV, the “**PE Funds**”). H.I.G. UGP is the manager of PE Fund IV GP and PE Fund V GP. H.I.G. Capital serves as the management company of the PE Funds.

#### *VC Funds I and II*

VC Onshore Fund I GP, a Delaware limited liability company, is the general partner of H.I.G. Venture Partners, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**VC Onshore Fund I**”). VC Offshore Fund I GP, a Cayman Islands exempted limited partnership, is the general partner of

H.I.G. Venture Investments, L.P., a Cayman Islands exempted limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**VC Offshore Fund I**”, together with VC Onshore Fund I, “**VC Fund I**”). H.I.G. UGP is the manager of VC Onshore Fund I GP and the general partner of VC Offshore Fund I GP. VC Fund II GP, a Delaware limited liability company, is the general partner of H.I.G. Venture Partners II, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**VC Fund II**” and, together with VC Fund I the “**VC Funds**”). H.I.G. UGP is the manager of VC Fund II GP. H.I.G. Capital serves as the management company of the VC Funds.

#### *BioVentures Fund*

BioVentures Fund GP, a Delaware limited partnership, is the general partner of H.I.G. BioVentures II, LP, a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**BioVentures Fund**”). H.I.G.

UGP is the manager of BioVentures Fund GP. H.I.G. Capital serves as the management company of the BioVentures Fund.

#### Growth Equity Fund

Growth Equity Fund GP, a Delaware limited liability company, is the general partner of H.I.G. Growth Buyouts & Equity Fund II, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Growth Equity Fund**”). H.I.G. UGP is the manager of Growth Equity Fund GP. H.I.G. Capital serves as the management company of the Growth Equity Fund.

#### MM Fund II

MM Fund II GP, a Delaware limited liability company, is the general partner of H.I.G. Middle Market LBO Fund II, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**MM Fund II**”). H.I.G. Capital serves as the management company of MM Fund II.

#### Bayside Funds

Bayside Fund I GP, a Delaware limited liability company, is the general partner of H.I.G. Bayside Opportunity Fund, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Bayside Fund I**”).

H.I.G. UGP is the manager of Bayside Fund I GP. Bayside Fund II GP, a Delaware limited liability company, is the general partner of H.I.G. Bayside Debt & LBO Fund II, L.P., a Delaware limited partnership (together with any feeder vehicles, other alternative investment vehicles and other special purpose entities, “**Bayside Fund II**”). H.I.G. UGP is the manager of Bayside Fund II GP. Bayside Loan Opportunity Fund II GP, a Delaware limited liability company and qualified Cayman Islands foreign company, is the general partner of (x) H.I.G. Bayside Loan Opportunity Fund II, L.P., a Delaware limited partnership and (y) H.I.G. Bayside Loan Opportunity Cayman Fund, L.P., a Cayman Islands exempted limited partnership (collectively, together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Bayside Loan Opportunity Fund II**” and, together with Bayside Fund and Bayside Fund II, the “**Bayside Funds**”). H.I.G. UGP is the manager of Bayside Loan Opportunity Fund GP. Bayside Fund MC, a Florida corporation, serves as the management company of the Bayside Funds.

#### RE Fund

RE Fund GP, a Delaware limited liability company, is the general partner of (x) H.I.G. Realty Fund, L.P., a Delaware limited partnership and (y) H.I.G. Realty International Investors, L.P., a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, the “**RE Fund**”). H.I.G. Capital, a Delaware limited partnership, serves as the management company of the RE Fund.

### Brightpoint Funds

Brightpoint Onshore Fund GP, a Delaware limited liability company, is the general partner of H.I.G. Brightpoint Capital Partners, LP, a Delaware limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Brightpoint Onshore Fund**”). Brightpoint Offshore Fund GP, a Cayman Islands exempted company, is the general partner of H.I.G. Brightpoint Capital Partners (Cayman), L.P., a Cayman Islands exempted limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Brightpoint Offshore Fund**,” and, together with Brightpoint Onshore Fund, collectively, the “**Brightpoint Funds**”). H.I.G. UGP is the manager of H.I.G. Capital Special Account Holdings, LLC, a Delaware limited liability company that is the sole shareholder of Brightpoint Offshore Fund GP. Brightpoint Fund MC, a Delaware limited company, serves as the management company of the Brightpoint Funds. H.I.G. UGP is the manager of Brightpoint Advisors Management, LLC, a Delaware limited liability company that is the manager of Brightpoint Fund MC. The Brightpoint Funds are in the process of being wound down.

### Europe Funds

Europe Fund GP, a Cayman Islands exempted limited partnership, is the general partner of H.I.G. Europe Capital Partners, L.P., a Cayman Islands exempted limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, the “**Europe Fund**”). H.I.G. Capital is the management company of the Europe Fund. The Managing Partners control Europe UGP, which is the general partner of Europe Fund GP.

Europe Fund II GP, a Cayman Islands exempted limited partnership, is the general partner of H.I.G. Europe Capital Partners II, L.P., a Cayman Islands exempted limited partnership (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, “**Europe Fund II**”). H.I.G. Capital is the management company of Europe Fund II. The Managing Partners control Europe UGP, which is the general partner of Europe Fund II GP.

### Bayside Loan Opportunity Europe Funds

Bayside Loan Opportunity Fund III (Europe-US\$) GP, a Cayman Islands exempted limited partnership is the general partner of H.I.G. Bayside Loan Opportunity Fund III (Europe-US\$), L.P., a Cayman Islands exempted limited partnership and H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-US\$), L.P., a Cayman Islands exempted limited partnership (collectively with any other feeder vehicles, alternative investment vehicles and other special purpose entities, the “**Bayside Loan Opportunity (Europe-US\$) Fund**”). Bayside Loan Opportunity Fund (Europe-Euro) GP, a Cayman Islands exempted partnership, is the general partner of H.I.G. Bayside Loan Opportunity Fund III (Europe-Euro), L.P., a Cayman Islands exempted limited partnership, and H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-Euro), L.P., a Cayman Islands exempted limited partnership (collectively with any other feeder vehicles, alternative investment vehicles and other special purpose entities, the “**Bayside Loan Opportunity (Europe-Euro) Fund**”, and together with the Bayside Loan Opportunity Europe-US\$ Fund, the “**Bayside Loan Opportunity Europe Funds**”).



### CLO Funds

CLO Fund CM, a Delaware limited liability company, is the collateral manager of (x) WhiteHorse VI, Ltd., a Cayman Islands exempted limited company (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, the “**CLO Fund VI**”), and (y) WhiteHorse VII, Ltd., a Cayman Islands exempted limited company (together with any feeder vehicles, alternative investment vehicles and other special purpose entities, the “**CLO Fund VII**”). WhiteHorse Capital Partners, L.P., an affiliate of H.I.G. Capital and an investment adviser registered with the SEC (SEC File No. 801-67111), is the manager of WhiteHorse I, Ltd., WhiteHorse II, Ltd., WhiteHorse III, Ltd., WhiteHorse IV, Ltd. and WhiteHorse VI, Ltd., each a Cayman Islands exempted limited company (collectively, with any feeder vehicles, alternative investment vehicles and other special purpose entities and CLO Fund VI and CLO Fund VII, the “**CLO Funds**”). Please see the Form ADV of WhiteHorse Capital Partners, L.P. for more information relating to the CLO Funds other than CLO Fund VI and CLO Fund VII.

H.I.G. Capital’s advisory services for the Private Investment Funds are further detailed in the applicable private placement memoranda and the supplements thereto (each, a “**Private Placement Memorandum**” and, collectively, the “**Private Placement Memoranda**”) and the Limited Partnership Agreements of the Funds and are further described below under “Methods of Analysis, Investment Strategies and Risk of Loss.” Investors in the Private Investment Funds participate in the overall investment program for the applicable fund, but may be excused from a particular investment due to legal, regulatory or other applicable constraints. The Funds or the Advisers have entered into side letters or other similar agreements with certain investors that have the effect of establishing rights under or altering or supplementing the Funds’ Limited Partnership Agreements. The advisory services of H.I.G. Capital are described herein.

## **FEES AND COMPENSATION**

In general, H.I.G. Capital receives management fees (“**Management Fee**”) from the Funds in connection with advisory services it provides them. H.I.G. Capital or other H.I.G. entities or affiliates receive additional compensation in connection with management and other services performed for portfolio companies of the Funds and such additional compensation offsets in whole or in part the Management Fee otherwise payable to H.I.G. Capital. Limited Partners in the Funds also bear certain fund expenses. As further described below, certain operating partners who provide services to (or with respect to) certain portfolio companies in which one or more Funds invest may receive compensation and such compensation will not result in additional offsets to the Management Fee.

### **Management Fees and Expenses**

#### *PE Onshore Fund II*

PE Onshore Fund II no longer pays a Management Fee.

#### *PE Offshore Fund II*

PE Offshore Fund II no longer pays a Management Fee.

PE Fund II pays (or reimburses PE Fund II GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of PE Fund II, including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$800,000. Organizational expenses in excess of this amount, if any, will be borne by PE Fund II GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of PE Fund II or an investment by PE Fund II. PE Fund II pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of PE Fund II financial statements, tax returns and K-1s), expenses of the advisory board and meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### *PE Onshore Fund III*

PE Onshore Fund III no longer pays a Management Fee.

#### *PE Offshore Fund III*

PE Offshore Fund III no longer pays a Management Fee.

PE Fund III pays (or reimburses PE Fund III GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of PE Fund III, including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$800,000. Organizational expenses in excess of this amount, if any, will be borne by PE Fund III GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of PE Fund III or an investment by PE Fund III. PE Fund III pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of PE Fund III financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### *PE Fund IV*

PE Fund IV pays H.I.G. Capital, in advance, and on a quarterly basis, a Management Fee equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the effective date of PE Fund IV, January 1, 2007, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after January 1, 2007, are assessed Management Fees retroactive to January 1, 2007 and, in addition, are charged interest on such amounts at the prime rate plus 2% from January 1, 2007. The Management Fee is paid out of current income and disposition proceeds of PE Fund IV and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The PE Fund IV GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the PE Fund IV GP, H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, PE Fund IV GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and

funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The PE Fund IV GP and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

For purposes of this Brochure, “**Net Fees**” means all fee income received (whether in the form of cash, securities or otherwise) by the applicable Fund’s general partner, management company or their partners, members, managers, officers, employees or affiliates with respect to any portfolio company investment (but with respect to non-cash consideration, only to the extent of the net cash proceeds thereof as and when received by such persons), net of out-of-pocket expenses; “Net Fees” do not include (i) management service, monitoring, advisory and consulting fees and other similar fees (net of unreimbursed out-of-pocket expenses) in each case in amounts that are reasonable in relation to the cost of obtaining similar services from third parties (i.e., “corporate service fees”), (ii) directors fees or (iii) investment banking fees.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the PE Fund IV GP has irrevocably elected to waive in a written notice delivered to PE Fund IV and (ii) the amount that would be payable to the PE Fund IV GP on such Management Fee payment date. Waived Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in PE Fund IV, resulting in an additional benefit to the PE Fund IV GP.

PE Fund IV pays (or reimburses PE Fund IV GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of PE Fund IV, including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$800,000. Organizational expenses in excess of this amount, if any, will be borne by PE Fund IV GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of PE Fund IV or an investment by PE Fund IV. PE Fund IV pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of PE Fund IV financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### PE Fund V

PE Fund V pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of the aggregate PE Fund V capital commitments. After the date that is the earlier of July 1, 2019 and the date on which all capital commitments have been invested or otherwise funded, PE Fund V will pay in advance, and on a quarterly basis, a Management Fee equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period will be adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the effective date of PE Fund V, July 1, 2013, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after July 1, 2013, are assessed Management Fees retroactive to July 1, 2013, and, in addition, are charged interest on such amounts at the prime rate plus 2% from July 1, 2013. The Management Fee is paid out of current income and disposition proceeds of PE Fund V and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The PE Fund V GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the PE Fund V GP, H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, PE Fund V GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The PE Fund V GP and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the PE Fund V GP has irrevocably elected to waive in a written notice delivered to PE Fund V and (ii) the amount that would be payable to the PE Fund V GP on such Management Fee payment date. Waived

Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in PE Fund V, resulting in an additional benefit to the PE Fund V GP.

PE Fund V pays (or reimburses PE Fund V GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of PE Fund V, including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$800,000. Organizational expenses in excess of this amount, if any, will be borne by PE Fund V GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of PE Fund V or an investment by PE Fund V. PE Fund V pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of PE Fund V financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### VC Onshore Fund I

VC Onshore Fund I no longer pays any Management Fees.

VC Onshore Fund I reimburses VC Onshore Fund I GP for organizational expenses up to an aggregate amount not to exceed an amount equal to \$800,000. The aggregate amount of all organizational expenses paid by VC Onshore Fund I are taken into account in determining net short-term profit and net short-term loss in equal installments over the 60-month period commencing on the effective date of VC Onshore Fund I. H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of VC Onshore Fund I or an investment by VC Onshore Fund I. VC Onshore Fund I pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of VC Onshore Fund I financial statements, tax returns and K-1s), expenses of the advisory board and meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### VC Offshore Fund I

VC Offshore Fund I no longer pays a Management Fee.

VC Offshore Fund I reimburses VC Offshore Fund I GP for organizational expenses up to an aggregate amount not to exceed an amount equal to \$800,000. The aggregate amount of all organizational expenses paid by VC Offshore Fund I are taken into account in determining net short-term profit and net short-term loss in equal installments over the 60-month period commencing on the effective date of VC Offshore Fund I. H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of VC Offshore Fund I or an investment by VC Offshore Fund I. VC Offshore Fund I pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of VC Offshore Fund I financial statements, tax returns and K-1s), expenses of the advisory board and meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### VC Fund II

VC Fund II pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2.25% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the initial closing of VC Fund II, January 1, 2005, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after January 1, 2005, are assessed Management Fees retroactive to January 1, 2005 and, in addition, are charged interest on such amounts at the prime rate plus 2% from January 1, 2005. The Management Fee is paid out of current income and disposition proceeds of VC Fund II and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

VC Fund II GP applies 100% of any directors fees and any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the VC Fund II GP, H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, VC Fund II GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and

expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The VC Fund II GP and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the VC Fund II GP has irrevocably elected to waive in a written notice delivered to VC Fund II and (ii) the amount that would be payable to the VC Fund II GP on such Management Fee payment date. Waived Management fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in VC Fund II, resulting in an additional benefit to the VC Fund II GP.

VC Fund II reimburses VC Fund II GP for organizational expenses up to an aggregate amount not to exceed an amount equal to \$800,000. The aggregate amount of all organizational expenses paid by VC Fund II are taken into account in determining net short-term profit and net short-term loss in equal installments over the 60-month period commencing on the effective date of VC Fund II.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of VC Fund II or an investment by VC Fund II. VC Fund II pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of VC Fund II financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### BioVentures Fund

BioVentures Fund pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of the aggregate BioVentures Fund capital commitments. After the date that is the earlier of January 21, 2017 and the date on which all capital commitments have been invested or otherwise funded, BioVentures Fund will pay H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs



to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the initial closing of BioVentures Fund, January 21, 2011, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after January 21, 2011, are assessed Management Fees retroactive to January 21, 2011 and, in addition, are charged interest on such amounts at the prime rate plus 2% from January 21, 2011. The Management Fee is paid out of current income and disposition proceeds of BioVentures Fund and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

BioVentures Fund GP applies 100% of any directors fees and any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the BioVentures Fund GP, H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, BioVentures Fund GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each.

BioVentures Fund pays (or reimburses BioVentures Fund GP or H.I.G. Capital) for organizational expenses up to an aggregate amount not to exceed an amount equal to \$500,000. The aggregate amount of all organizational expenses paid by BioVentures Fund are taken into account in determining net short-term profit and net short-term loss in equal installments over the 180-month period commencing on the effective date of BioVentures Fund.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of BioVentures Fund or an investment by BioVentures Fund. BioVentures Fund pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Fund financial statements, tax returns and tax reporting to the Partners), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and

disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

*Growth Equity Fund*

Growth Buyouts Fund pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of the aggregate Growth Buyouts Fund capital commitments. After the date that is the earlier of June 30, 2017, and the date on which all capital commitments have been invested or otherwise funded, Growth Buyouts Fund will pay H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of as of the initial closing of Growth Equity Fund, June 30, 2011, based on total commitments, regardless of when a Limited Partner was actually admitted. Limited Partners participating in a subsequent closing after June 30, 2011 are assessed Management Fees retroactive to June 30, 2011 and, in addition, will be charged interest on such amounts at the prime rate plus 2% from June 30, 2011. Any such amounts are paid to Growth Equity Fund GP. The Management Fee is paid out of current income and disposition proceeds of the fund and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

Growth Equity Fund GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by Growth Equity Fund GP,

H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess is carried forward to reduce the Management Fee payable in the following three-month periods. In addition, Growth Equity Fund GP reduces the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of Growth Equity Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess is carried forward to reduce the Management Fee payable in the following three-month periods. To the extent of any such excess remaining unapplied upon dissolution of Growth Buyouts Fund, each Partner receives from Growth Buyouts Fund GP its pro rata share (based on commitments) of such excess, unless such Partner notifies Growth Buyouts Fund GP in writing of its irrevocable election not to receive its pro rata share of such excess.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the Growth Equity Fund GP has irrevocably elected to waive in a written notice delivered to Growth Equity Fund and (ii) the amount that would be payable to the Growth Equity Fund GP on such Management Fee payment date. Waived Management fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in Growth Equity Fund, resulting in an additional benefit to the Growth Equity Fund GP.

Growth Equity Fund pays (or reimburses Growth Equity Fund GP or H.I.G. Capital) for organizational expenses up to an aggregate amount not to exceed \$1,000,000. The aggregate amount of all organizational expenses paid by Growth Equity Fund are taken into account in determining net short-term profit and net short-term loss in equal installments over the 180-month period commencing on the effective date of Growth Equity Fund.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of Growth Equity Fund or an investment by Growth Equity Fund. Growth Equity Fund pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Fund financial statements, tax returns and tax reporting to the Partners), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### MM Fund II

MM Fund II will pay H.I.G. Capital, in advance, and on a quarterly basis, a Management Fee equal to 2% of the aggregate MM Fund II capital commitments. Installments of the Management Fee payable for any period other than a full three-month period will be adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee for MM Fund II will commence on MM Fund II's effective date (as determined by MM Fund II GP) and will be based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who participate in any closing that occurs after the Management Fee commences will be assessed Management Fees retroactive to the date that the Management Fee commenced and, in addition, will be charged interest on such amounts at the prime rate plus 2% from the date of such commencement. The Management Fee will be paid out of current income and disposition proceeds of MM Fund II and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The MM Fund II GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the MM Fund II GP, H.I.G. Capital or their partners, members, officers or employees, as the case may be. In the

event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, MM Fund II GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the MM Fund II in a portfolio company, any directors fees or Net Fees will be allocated between the MM Fund II and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The MM Fund II GP and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the MM Fund II GP has irrevocably elected to waive in a written notice delivered to MM Fund II and (ii) the amount that would be payable to the MM Fund II GP on such Management Fee payment date. Waived Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in MM Fund II, resulting in an additional benefit to the MM Fund II GP.

MM Fund II pays (or reimburses MM Fund II GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of MM Fund II, including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$1,000,000. Organizational expenses in excess of this amount, if any, will be borne by MM Fund II GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of MM Fund II or an investment by MM Fund II. MM Fund II pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of MM Fund II financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### *Bayside Fund I*

Bayside Fund I pays Bayside Fund MC an annual Management Fee, payable quarterly in advance, equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first

day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the initial closing of Bayside Fund I, June 4, 2004, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after June 4, 2004, are assessed Management Fees retroactive to June 4, 2004 and, in addition, are charged interest on such amounts at the prime rate plus 2% from June 4, 2004. The Management Fee is paid out of current income and disposition proceeds of Bayside Fund I and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The Bayside Fund I GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the Bayside Fund I GP, Bayside Fund MC or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess reduces the Management Fee payable in the following three-month periods. In addition, Bayside Fund I GP may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month periods. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The Bayside Fund I GP and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the Bayside Fund I GP has irrevocably elected to waive in a written notice delivered to Bayside Fund I and (ii) the amount that would be payable to the Bayside Fund I GP on such Management Fee payment date. Waived Management fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in Bayside Fund I, resulting in an additional benefit to the Bayside Fund I GP.

Bayside Fund I pays (or reimburses the Bayside Fund GP I or Bayside Fund MC) for reasonable expenses incurred in connection with the organization and startup of Bayside Fund I,

including legal, accounting, filing, capital raising and other organizational expenses, in an aggregate amount not to exceed \$800,000. Organizational expenses in excess of this amount, if any, will be borne by Bayside Fund I. Limited Partners will not bear any private placement fees.

Bayside Fund MC pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by Bayside Fund MC (to the extent not reimbursed by a portfolio company) in respect of Bayside Fund I or an investment by Bayside Fund I. Bayside Fund I pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Bayside Fund I financial statements, tax returns and K-1s), expenses of the advisory board and meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### *Bayside Fund II*

Bayside Fund II pays Bayside Fund MC an annual Management Fee, payable quarterly in advance, equal to 2% of the aggregate Bayside Fund II capital commitments. After the date that is the earlier of June 3, 2014 and the date on which all capital commitments have been invested or otherwise funded, Bayside Fund II will pay Bayside Fund MC an annual Management Fee, payable quarterly in advance, equal to 2% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period.

The Management Fee commenced as of the effective date of Bayside Fund II, June 3, 2008, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after June 3, 2008, are assessed Management Fees retroactive to June 3, 2008 and, in addition, are charged interest on such amounts at the prime rate plus 2% from June 3, 2008. The Management Fee is paid out of current income and disposition proceeds of Bayside Fund II and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The Management Fee is reduced by (i) 100% of Bayside Fund II's share of directors' fees paid by portfolio companies to partners or employees of Bayside Fund II GP or Bayside Fund MC and (ii) 50% of all Net Fee income received by Bayside Fund II GP, Bayside Fund MC or their partners or employees from portfolio companies or prospective portfolio companies (other than income described in clauses (a) and (b) below). To the extent any application of the foregoing sentence would reduce the Management Fee for a given quarter below zero, such credit against the Management Fee will be held for future application. Bayside Fund II GP and Bayside Fund MC are permitted to retain (a) management services fees or advisory or consulting

fees paid by any portfolio company in an amount that is reasonable in relation to the cost of obtaining similar services from third parties, and (b) investment banking fees up to 1% of the transaction value relating to any portfolio company, and such fees will not reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the Bayside Fund II GP has irrevocably elected to waive in a written notice delivered to Bayside Fund II and (ii) the amount that would be payable to the Bayside Fund II GP on such Management Fee payment date. Waived Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in Bayside Fund II, resulting in an additional benefit to the Bayside Fund II GP.

Bayside Fund II reimburses the Bayside Fund II GP for organizational expenses up to an aggregate amount not to exceed an amount equal to \$2,000,000. The aggregate amount of all organizational expenses paid by Bayside Fund II are taken into account in determining net short-term profit and net short-term loss in equal installments over the 180-month period commencing on the effective date of Bayside Fund II.

Bayside Fund MC pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by Bayside Fund MC (to the extent not reimbursed by a portfolio company) in respect of Bayside Fund II or an investment by Bayside Fund II. Bayside Fund II pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Bayside Fund II financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### *Bayside Loan Opportunity Fund II*

Bayside Loan Opportunity Fund II pays Bayside Fund MC an annual Management Fee, payable quarterly in advance, equal to 2% of \$800 million of the aggregate capital commitments. After the date that is the earlier of May 28, 2014 and the date on which all of the capital commitments have been invested or otherwise funded, Bayside Loan Opportunity Fund II will pay Bayside Fund MC an annual Management Fee, payable quarterly in advance, equal to 2% of (i) aggregate capital contributions made by all the Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made.

The Management Fee commenced as of the effective date of Bayside Loan Opportunity Fund II, July 1, 2010, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after July 1, 2010, are assessed Management Fees retroactive to July 1, 2010 and, in addition, are charged interest on such amounts at the prime rate plus 2% from July 1, 2010. The Management Fee is paid out of current income and disposition proceeds of Bayside Loan Opportunity Fund II and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The Bayside Loan Opportunity Fund II GP applies 100% of any directors fees and 50% of any Net Fees to reduce the Management Fee for the three-month period immediately succeeding the three-month period in which any such director fees or Net Fees were received by the Bayside Loan Opportunity Fund II, Bayside Fund MC or their partners, members, officers or employees, as the case may be. In the event that the amount of director fees or Net Fees to be applied against the Management Fee exceeds the Management Fee for the immediately succeeding three-month period, such excess is reduces the Management Fee payable in the following three-month period. In addition, Bayside Loan Opportunity Fund II may reduce the Management Fee in any three-month period by the aggregate amount of all private placement fees paid to third parties in connection with the organization and funding of the applicable Fund during the immediately preceding period. In the event that the aggregate amount of fees and expenses referred to in the preceding sentence, together with directors fees and Net Fees applied against the Management Fee during such period, exceeds the Management Fee for such period, such excess reduces the Management Fee payable in the following three-month period. If a parallel investment fund has co-invested (or committed to co-invest) side-by-side with the Fund in a portfolio company, any directors fees or Net Fees will be allocated between the Fund and such parallel investment fund in proportion to the cost of securities in such portfolio company held (or committed to be held) by each. The Bayside Loan Opportunity Fund II and its affiliates are permitted to retain all corporate services fees and all investment banking fees, which fees are not be applied to reduce the Management Fee.

Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period. Bayside Loan Opportunity Fund II reimburses Bayside Loan Opportunity Fund GP for organizational expenses up to an aggregate amount not to exceed \$1,000,000. The aggregate amount of all organizational expenses paid by Bayside Loan Opportunity Fund II are taken into account in determining net short-term profit and net short-term loss in equal installments over the 180-month period commencing on the effective date of Bayside Loan Opportunity Fund II.

Bayside Fund MC pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by Bayside Fund MC (to the extent not reimbursed by a portfolio company) in respect of Bayside Fund II or an investment by Bayside Fund II. Bayside Fund II pays all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Bayside Fund II financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and



disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### RE Fund

RE Fund pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2% of (i) the aggregate funded capital commitments less (ii) distributions constituting returns of capital less the aggregate amount of any write downs to the extent distributions have not been made with respect to such investments, in each case as determined on the first day of the period with respect to which a determination is being made.

The Management Fee commenced as of the initial closing of RE Fund, June 26, 2006, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after June 26, 2006, are assessed Management Fees retroactive to June 26, 2006 and, in addition, are charged interest on such amounts at the prime rate plus 2% from June 26, 2006. The Management Fee is paid out of current income and disposition proceeds of RE Fund and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

RE Fund reimburses the RE Fund GP for RE Fund's pro rata share of all organizational expenses. RE Fund is responsible for and pays (or reimburse the RE Fund GP or H.I.G. Capital) for reasonable expenses incurred in connection with the business of the Fund, including, without limitation: (a) all expenses of organizing, starting-up and closing the Fund and offering the interests in the Fund to potential investors, including legal, accounting, filing, capital raising and other expenses (provided that the Limited Partners do not bear any private placement fees) and (b) all costs and expenses relating to the activities of the Fund (to the extent not reimbursed by a RE Fund portfolio investment), including the Management Fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Fund financial statements, tax returns and K-1s), expenses of the advisory board and annual meetings of the Limited Partners, insurance and expenses associated with the identification, evaluation, acquisition, holding, valuation and disposition of Fund investments, all expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any). RE Fund is not responsible, however, for the compensation of employees and office overhead and administrative expenses of RE Fund GP, H.I.G. Capital or any of their affiliated entities.

### Brightpoint Funds

The Brightpoint Funds no longer pay a Management Fee. The Brightpoint Funds are responsible for the payment of operating expenses, including, among other things, accounting, administration, auditing and legal fees and expenses, as well as annual registration or licensing fees. The Brightpoint Funds are in the process of being wound down.

### Europe Fund

The Europe Fund pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2.50% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (i.e., a distribution other than net realized profits or net short-term

profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a pro rata basis according to the actual number of days in such period. The Management Fee is reduced by the amount of Priority Profit Share allocated to an affiliate of H.I.G. Capital as set forth in the Europe Fund's Agreement of Limited Partnership.

The Management Fee commenced as of the initial closing of the Europe Fund, June 1, 2007, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who have participated in a subsequent closing after June 1, 2007, are assessed Management Fees retroactive to June 1, 2007 and, in addition, are charged interest on such amounts at the prime rate plus 2% from June 1, 2007. The Management Fee is paid out of current income and disposition proceeds of the Europe Fund and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The Management Fee is reduced by (i) 100% of the Europe Fund's share of directors' fees paid by portfolio companies to partners or employees of the Europe Fund GP, applicable management company or H.I.G. Capital, and (ii) 50% of all Net Fee income received by the Europe Fund GP, the applicable management company or their partners or employees from portfolio companies or prospective portfolio companies (other than income described in clauses (a) and (b) below). To the extent any application of the foregoing sentence would reduce the Management Fee for a given quarter below zero, such credit against the Management Fee will be held for future application. The Europe Fund GP, H.I.G. Capital or affiliates, will be permitted to retain (a) management services fees or advisory or consulting fees paid by any portfolio company in an amount that is reasonable in relation to the cost of obtaining similar services from third parties, and (b) investment banking fees up to 1% of the transaction value relating to any portfolio company, and such fees will not reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the Europe Fund GP has irrevocably elected to waive in a written notice delivered to Europe Fund and (ii) the amount that would be payable to the Europe Fund GP on such Management Fee payment date. Waived Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in Europe Fund, resulting in an additional benefit to the Europe Fund GP.

Europe Fund pays (or reimburse Europe Fund GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of the Europe Fund, including legal, accounting, filing, capital raising, recruitment and other organizational expenses, in an aggregate amount not to exceed €2.0 million. Organizational expenses in excess of this amount, if any, will be borne by Europe Fund GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and

administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of Europe Fund or an investment by the Europe Fund. H.I.G. Capital will pay all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Europe Fund financial statements and tax returns), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

### Europe Fund II

The Europe Fund II pays H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2.50% of the aggregate commitments. After the date that is the earlier of January 1, 2020 or the date upon which all the capital commitments have been invested or otherwise funded, Europe Fund II will pay H.I.G. Capital an annual Management Fee, payable quarterly in advance, equal to 2.50% of (i) the aggregate capital contributions made by all Partners as of the first day of the applicable three-month period, minus (ii) the aggregate amount of distributions constituting a return of capital (*i.e.*, a distribution other than net realized profits or net short-term profits) minus (iii) the aggregate amount of any permanent write downs to the extent distributions have not been made with respect thereto, in each case as determined on the first day of the period with respect to which a determination is being made. Installments of the Management Fee payable for any period other than a full three-month period are adjusted on a *pro rata* basis according to the actual number of days in such period. The Management Fee is reduced by the amount of Priority Profit Share allocated to an affiliate of H.I.G. Capital as set forth in the Europe Fund II's Agreement of Limited Partnership.

The Management Fee commenced as of the effective date of Europe Fund II, January 1, 2014, based on total commitments, regardless of when a Limited Partner is actually admitted. Limited Partners who participate in a subsequent closing after January 1, 2014, will be assessed Management Fees retroactive to January 1, 2014 and, in addition, are charged interest on such amounts at the prime rate plus 2% from June 1, 2014. The Management Fee is paid out of current income and disposition proceeds of the Europe Fund II and, to the extent necessary, from drawdowns which will reduce unfunded commitments.

The Management Fee is reduced by (i) 100% of the Europe Fund II's share of directors' fees paid by portfolio companies to partners or employees of the Europe Fund II GP, applicable management company or H.I.G. Capital, and (ii) 50% of all Net Fee income received by the Europe Fund II GP, the applicable management company or their partners or employees from portfolio companies or prospective portfolio companies (other than income described in clauses (a) and (b) below). To the extent any application of the foregoing sentence would reduce the Management Fee for a given quarter below zero, such credit against the Management Fee will be held for future application. The Europe Fund II GP, H.I.G. Capital or affiliates, will be permitted to retain (a) management services fees or advisory or consulting fees paid by any portfolio company in an amount that is reasonable in relation to the cost of obtaining similar services from third parties, and (b) investment banking fees up to 1% of the transaction value relating to any portfolio company, and such fees will not reduce the Management Fee.

The Management Fee payable on a Management Fee payment date is further reduced by an amount equal to the lesser of (i) the amount of the Management Fee that the Europe Fund II GP has irrevocably elected to waive in a written notice delivered to Europe Fund and (ii) the amount that would be payable to the Europe Fund II GP on such Management Fee payment date. Waived Management Fees are not subject to the Management Fee offsets. Due to any such waiving of Management Fees and/or timing of receipt of compensation subject to offsets, it is possible that Management Fee offsets will not be fully realized by investors in Europe Fund, resulting in an additional benefit to the Europe Fund II GP.

Europe Fund pays (or reimburse Europe Fund II GP or H.I.G. Capital) for reasonable expenses incurred in connection with the organization and startup of the Europe Fund, including legal, accounting, filing, capital raising, recruitment and other organizational expenses, in an aggregate amount not to exceed €1.0 million. Organizational expenses in excess of this amount, if any, will be borne by Europe Fund II GP. Limited Partners will not bear any private placement fees.

H.I.G. Capital pays all ordinary administrative and overhead expenses in managing, originating and monitoring investments, including salaries, rent, equipment, travel and administrative expenses incurred by H.I.G. Capital (to the extent not reimbursed by a portfolio company) in respect of Europe Fund or an investment by the Europe Fund. H.I.G. Capital will pay all other costs and expenses relating to its activities (to the extent not reimbursed by a portfolio company), including the management fee, legal, auditing, consulting and accounting expenses (including expenses associated with the preparation of Europe Fund financial statements and tax returns), expenses of the advisory board and annual meetings of the Limited Partners, insurance and other expenses associated with the acquisition, holding and disposition of its investments, all third-party expenses in connection with transactions not consummated, and extraordinary expenses (such as litigation, if any).

#### *Bayside Loan Opportunity Europe Funds*

The Bayside Loan Opportunity Europe Funds pay the Bayside Loan Opportunity Europe Funds GPs an annual Management Fee, payable quarterly in advance, equal to 2% of the aggregate commitments. After the earlier of (i) the date when all of the commitments have been invested or used to pay partnership expenses or organizational expenses and (ii) July 27, 2016, the Management Fee will equal 2% of (i) aggregate capital contributions *less* (ii) distributions constituting returns of capital.

The Management Fee commenced on January 1, 2013 based on total commitments, regardless of when a limited partner was actually admitted. Limited Partners participating in a subsequent closing since the January 1, 2013, are assessed Management Fees retroactive to such date and, in addition, are charged interest on such amounts at the prime rate plus 2% from such date. Any such amounts are paid to the Bayside Loan Opportunity Europe Funds GPs. The Management Fee is paid out of current income and disposition proceeds of the Bayside Loan Opportunity Europe Funds and, to the extent necessary, from drawdowns which reduce unfunded commitments. The Management Fee payable by the H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-US\$) or H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-Euro) may, in the discretion of the Bayside Loan Opportunity Funds GPs, be charged, in whole or part, at the

Bayside Loan Opportunity Europe Funds level, provided that the Management Fee charged at such level will not be duplicated at the H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-US\$) or H.I.G. Bayside Loan Opportunity Feeder Fund III (Europe-Euro) level.

The Management Fee is reduced by (i) 100% of the Bayside Loan Opportunity Europe Funds' share of directors' fees paid by portfolio companies to members or employees of the Bayside Loan Opportunity Europe Funds GPs or H.I.G. Capital, and (ii) 50% of all net fee income received by the Bayside Loan Opportunity Europe Funds GPs, H.I.G. Capital or their members or employees from portfolio companies or prospective portfolio companies (other than income described in clauses (a) and (b) below). To the extent any application of the foregoing sentence would reduce the Management Fee for a given quarter below zero, such credit against the Management Fee will be carried forward for future application. The Bayside Loan Opportunity Europe Funds GPs and H.I.G. Capital are permitted to retain (a) management services fees or advisory or consulting fees paid by any portfolio company in an amount that is reasonable in relation to the cost of obtaining similar services from third parties, and (b) investment banking fees up to 1% of the transaction value relating to any portfolio company, and such fees will not reduce the Management Fee.

#### CLO Fund VI and CLO Fund VII

As more fully set forth in the governing documents of CLO Fund VI and CLO Fund VII, CLO Fund CM receives, to the extent that funds are available, (i) a senior management fee, (ii) a subordinated management fee and (iii) an incentive management fee, each payable on each payment date or, in the case of the senior management fee and the subordinated management fee, to the extent there are not sufficient funds available therefor on such payment date, on a subsequent payment date. The senior management fee and subordinated management fee will accrue if unpaid and will be payable on the next payment date on which funds are available therefor. No interest will accrue on any unpaid management fees, except that interest will accrue on any unpaid senior management fee following an occurrence and during the continuance of an enforcement event (as more fully provided in the governing documents of CLO Fund VI and CLO Fund VII).

The incentive management fee is payable to the CLO Fund CM if and to the extent funds are available for such purpose, in arrears on each payment date in an amount equal to 20% of certain specified portions of interest proceeds, principal proceeds and collateral proceeds (as more fully provided in the governing documents of CLO Fund VI and CLO Fund VII). The incentive management fee will not be payable on any payment date unless the subordinated securities internal rate of return exceeds 12%. The senior management fee is payable on each payment date (subject to availability of funds) in an amount equal to 0.20% per annum of the applicable asset amount as of the first day of the related Due Period (as more fully provided in each CLO Fund's governing documents). The senior management fee may also bear interest in certain circumstances, as more fully provided in the governing documents. The subordinated management fee is payable on each payment date (subject to availability of funds) in an amount ranging from 0.20% to 0.35% per annum of the Applicable Asset Amount as of the first day of the related Due Period (as more fully provided in the governing documents of each CLO Fund). The incentive management fee, the senior management fee and the subordinated management fee

(in each case as may be modified pursuant to the governing documents of each CLO Fund VI) are collectively referred to as the “CLO Fund Management Fees.”

The CLO Fund CM, in its sole discretion, may waive all or any portion of the Management Fees, and may defer all or any portion of the Management Fees subject to certain limitations as provided in the governing documents of each CLO Fund.

The CLO Fund CM pays all expenses and costs incurred by it in connection with its services; *provided* that the CLO Fund CM is not be liable for, and the CLO Fund is responsible for, the payment of, (x) reasonable expenses and costs of legal advisers, consultants, rating agencies, accountants and other professionals retained by the Issuer, or by the CLO Fund CM, on behalf of each CLO Fund, including the costs and expenses of approved pricing services, compliance, trade execution and booking services and software, portfolio management products and services, accounting, programming and data entry services and fees and other professionals and service providers; and (y) travel expenses (airfare, meals, lodging and other transportation) incurred by the CLO Fund CM as is reasonably necessary in connection with the purchase or sale, monitoring, default or restructuring of any Collateral Obligations.

For information regarding the fees and compensation of the other , please refer to the Form ADV for WhiteHorse Capital Partners, L.P.

### **Other Information**

H.I.G. Capital may exempt certain investors in certain Private Investment Funds from payment of all or a portion of Management Fees and/or Carried Interest, including H.I.G. Capital and any other person designated by H.I.G. Capital.

The Funds and any other Private Investment Funds invest on a long-term basis. Accordingly, investment advisory and other fees are expected to be paid, except as otherwise described in the Limited Partnership Agreements over the term of the Funds (or the relevant Private Investment Funds, as applicable) and Limited Partners generally are not permitted to withdraw or redeem interests in the Funds (or other relevant Private Investment Funds, as applicable).

Principals or other employees of H.I.G. may receive a portion of the Management Fee, carried interest or other compensation received by H.I.G. Capital or its affiliates.

Brokerage fees may be incurred in accordance with the practices set forth in “Brokerage Practices.”

## **PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

H.I.G. Capital does not receive a carried interest allocation (“**Carried Interest**”) for its advisory services to the Funds. Except for PE Fund III GP in respect of the PE Onshore Fund III Class B Partners’ capital accounts, PE Fund IV GP, PE Fund V GP, Growth Equity Fund GP, Bayside Fund II GP, Europe Fund GP, Europe Fund II GP, and MM Fund II GP, each of the General Partners receives a Carried Interest equal to 20% of all aggregate realized profits from the applicable Funds, subject to an 8% compounded annual preferred return, subject to a General Partner catch-up as more fully described in such Funds’ Limited Partnership Agreements. PE Fund IV GP, PE Fund V GP, Growth Equity Fund GP, Bayside Fund II GP, Europe Fund GP, Europe Fund II GP, and MM Fund II GP receive a Carried Interest equal to 25% of all aggregate realized profits from the applicable Funds, subject to satisfaction of an 8% compounded annual preferred return, subject to a General Partner catch-up as more fully described in such Funds’ Limited Partnership Agreements. PE Fund III GP receives a Carried Interest equal to 30% of all aggregate realized profits in respect of the PE Onshore Fund III Class B Partners’ capital accounts, subject to satisfaction of a 20% compounded annual preferred return, subject to a General Partner catch-up as more fully described in such Fund’s Limited Partnership Agreement. Except with regard to the Brightpoint Funds, PE Offshore Fund II and PE Offshore Fund III, if any General Partner receives Carried Interest distributions during the life of the applicable Fund which are, in the aggregate, in excess of 20% or 25% in the case of PE Fund IV GP, Growth Equity Fund GP, Bayside Fund II GP, Europe Fund GP, Europe Fund II GP, and MM Fund II GP, as applicable, of such Fund’s cumulative net profits, or 30% in the case of the PE Onshore Fund III Class B Partners’ capital accounts then such excess Carried Interest distributions will be subject to repayment by such General Partner. The Advisers do not advise Private Investment Funds not subject to a Carried Interest, although the General Partners may waive Carried Interest with respect to certain affiliated Limited Partners in the applicable Fund, as described under “Fees and Compensation.”

## **TYPES OF CLIENTS**

H.I.G. Capital provides investment advice to Private Investment Funds, including the Funds. Private Investment Funds may include investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended. The investors participating in Private Investment Funds may include individuals, banks or thrift institutions, other investment entities, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, principals or other employees of H.I.G. Capital and its affiliates.

Each of the Funds is currently closed to new investors. Each of PE Fund V, Bayside Loan Opportunity Fund II, Bayside Fund II, Bayside Loan Opportunity Europe Funds, BioVentures Fund, Growth Equity Fund, and Europe Fund II, however, are currently making new investments and may, from time to time, market and sell investments. MM Fund II will commence investment as of its effective date, as determined by the mm Fund II GP. The investment periods for each of the other Funds have expired but are currently marketing and selling investments. Interests in PE Fund II, PE Fund III, VC Fund I and VC Fund II are offered and sold solely to accredited investors who are also qualified clients (or qualified knowledgeable

H.I.G. personnel) within the meaning of the rules promulgated under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”). Interests in the Funds other than PE Fund II, PE Fund III, VC Fund I and VC Fund II are offered and sold solely to qualified purchasers (or qualified knowledgeable H.I.G. personnel).

## **METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **General**

H.I.G. is a global private investment firm with a family of funds which includes private equity, growth equity, debt/credit, and real estate. With a team of over 200 investment professionals with substantial operating, consulting, technology and financial management experience, H.I.G. focuses its investments in the lower middle-market and in distressed and underperforming companies throughout the U.S. and Europe. Since inception, H.I.G. and its affiliates have completed more than 100 control platform investments, in addition to a significant number of add-on acquisitions. As of December 31, 2013, H.I.G. Capital manages investment vehicles with approximately \$13 billion in assets.

There can be no assurance that the Advisers will achieve the investment objectives of the Funds and a loss of investment may be possible.

### **Investment and Operating Strategy**

#### **PE Funds Investment Strategy**

The PE Funds focus on leveraged buyouts, equity, debt and other investments in small and mid-sized companies that can benefit from H.I.G.’s in-house operating professionals and expertise. The PE Funds’ investments include: (i) acquisitions of privately-held companies and non-core subsidiaries of larger companies; (ii) investments in companies requiring recapitalization or growth capital; and (iii) restructurings. These investments are typically made through controlling or influential minority investments in companies with revenues between \$25 million and \$500 million in a variety of industries. The PE Funds pursue transactions in this market niche because H.I.G. believes (i) the capital markets for companies of this size are inefficient, allowing the funds to invest on more favorable terms, and (ii) a large number of companies generally available in that size range are under-managed and can benefit from the operating expertise of the H.I.G. principals to improve their performance.

#### **Bayside Funds Investment Strategy**

Bayside Funds focus on middle market companies and make investments across several segments of the primary and secondary debt capital markets including (i) debt financing to performing middle market companies, (ii) public and private credits in the secondary debt market, and (iii) special situations. Bayside Funds are active across a wide spectrum of industries, including business services, manufacturing, healthcare, retail, food/agriculture, and specialty finance.



### Growth Equity Fund Investment Strategy

Growth Equity Fund invests in growth-oriented small-cap businesses, including (i) acquisitions of rapidly growing, privately-held companies and non-core divisions of larger companies and (ii) control investments in companies requiring recapitalization and growth/expansion capital. Growth Equity Fund also makes influential minority investments in a wide range of high-growth, small-cap businesses which are used to fund growth capital and/or partial founder liquidity. Growth Equity Fund invests in a wide range of industries with a focus on certain growth verticals in market sectors where H.I.G. has extensive experience and resources including business services, healthcare, tech-enabled businesses, internet, interactive media and industrial technology.

### MM Fund II Investment Strategy

The MM Fund II will focus on leveraged buyouts, equity, debt and other investments in middle-market companies that can benefit from H.I.G.'s in-house operating professionals and expertise. The MM Fund II will be focused on under-managed, stressed and distressed companies and opportunities characterized by complex business models, operations and/or transaction dynamics including: (i) acquisitions of privately-held and publicly-traded companies and noncore subsidiaries of larger companies; (ii) investments in companies requiring recapitalization or growth capital; and (iii) restructurings and special situations. These investments will typically be made primarily through controlling equity investments and in some cases through influential minority equity investments typically in middle market companies in a variety of industries.

### BioVentures Fund Investment Strategy

BioVentures Fund primarily invests in companies that address large market opportunities, yet do not require substantial capital, and targets investments in companies developing products with short development timelines, with clinical trials that are quick and efficient to enroll, and with measurable and definitive developmental endpoints. BioVentures Fund's approach to healthcare venture investing involves mitigation of technical and clinical risk and also focuses on market inefficiencies to maximize investment returns, targets underserved geographies that are commonly overlooked by large venture funds and invests in special situations (*e.g.*, recapitalizations, restructurings, etc.) that typically allow for favorable valuations and return profiles.

### VC Funds Investment Strategy

The VC Funds make venture capital investments in emerging high-growth companies in the information technology and life sciences industries. The VC Funds seek to build a balanced portfolio of investments in emerging high-growth companies across the information technology, healthcare and life sciences industries, and in a range of early-stage and mid-stage companies that have significant potential for growth and value appreciation.

### Brightpoint Funds Investment Strategy

The Brightpoint Funds invest primarily in the securities of small and mid-capitalization publicly traded companies, in a diversified portfolio consisting mostly of long positions, and a select number of short positions designed both to reduce overall portfolio market risk and volatility, and to benefit from expected price declines. To a lesser extent, the Brightpoint Funds also selectively invest in less liquid, non-control investments typically sourced through H.I.G.'s proprietary deal flow network, including direct investments in private companies or other types of private placements, such as debt securities or illiquid equity securities and private investments in public equity. The Brightpoint Funds are in the process of being wound down.

### RE Fund Investment Strategy

The RE Fund makes investments in small and mid-size real estate properties in the United States and focuses on investing in distressed situations, including lender and/or developer divestitures, sectors and markets with improving fundamentals, performing and non-performing loans and urban housing asset repositioning/turnaround.

### Europe Funds Investment Strategy

The Europe Funds principally make private equity, distressed debt, growth capital and other equity-related investments in lower middle-market companies, primarily in Europe. Target companies are generally ones that can benefit from the significant professional management, strategic focus, capital resources and operating skills that H.I.G. has accumulated over the years. The common characteristics of each portfolio company prior to its acquisition by the Europe Funds typically include: (i) unrealized value; (ii) a need for operational and/or financial resources; (iii) high quality products or leading market positions; and (iv) compelling entry valuations.

### Bayside Loan Opportunity Europe Funds Investment Strategy

The Bayside Loan Opportunity Europe Funds' objective is to invest primarily in European senior leveraged loans and newly originated loans to small and medium enterprises which may be cut off from their traditional source of bank debt financing. Target investments include stressed/distressed senior loans of small-cap companies, some of which may be the product of an LBO transaction or in some cases, recapitalizations, mergers, dividends and growth initiatives.

### CLO Fund Investment Strategy

CLO Fund VI and CLO Fund VII portfolios consist of senior secured floating rate notes comprised primarily of senior secured corporate loans rated below investment grade issued by U.S. and certain non-U.S. issuers.

## Risks of Investment

- **Risks Applicable to All Funds.** The following risks of investments are generally applicable to investments in each of the Funds:

*Portfolio Company Risk.* The Funds invest in a limited number of investments. Hence, the aggregate return of the Funds may be affected by the performance of a few holdings. To the extent that less capital is raised than targeted, the Funds may make fewer investments and thus be less diversified. It is possible that the Funds will never be fully invested if not enough quality investments are available or identified by the General Partners due to intense competition or the marketplace. However, Limited Partners will be required to pay annual management fees based on the entire amount of their capital commitments.

*Concentration of Investments.* The Funds participate in a limited number of investments and may seek to make several investments in one industry or industry segment. As a result, the Funds' investment portfolio could become highly concentrated, and the performance of a few holdings may substantially affect its aggregate return. Furthermore, to the extent that the capital raised is less than the targeted amount, the Funds may invest in fewer portfolio companies and thus be less diversified.

*Leverage.* Certain of the Funds may make use of leverage by incurring debt to finance a portion of its investment in a given portfolio company. Leverage generally magnifies both the Funds' opportunities for gain and its risk of loss from a particular investment. The use of leverage will also result in interest expense and other costs to the Funds that may not be covered by distributions made to the Funds or appreciation of its investments. Leverage often imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of the Funds' investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of the Funds' investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet debt service, the Funds may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of the Funds. Furthermore, the companies in which the Funds will invest generally will not be rated by a credit rating agency.

The amount of such borrowings or other leverage is in the General Partners' discretion (up to, in the case of Bayside Loan Opportunity Fund II, 1.0 times capital contributions invested in all portfolio companies) and the amount of such borrowings or other leverage in excess of such limit with respect to individual portfolio investments will not require consent of the advisory board or the Limited Partners. Such aggregate limit is measured at the time each investment in a portfolio company is consummated and to the extent that any portfolio companies decrease in value subsequent to their acquisition by the Funds, such limit may be exceeded. The General Partners may in their sole discretion at any time throughout the life of the Funds, in light of the then prevailing business and markets conditions and portfolio

considerations, amend, modify, restructure or refinance any leverage facility or other investment leverage with the lender parties and on such terms as the General Partners determine appropriate for the Funds. In such circumstances, certain terms of any new or amended leverage facility may be less favorable than its predecessor facility.

The use of leverage involves a high degree of financial risk. The extent to which the Funds use leverage may have important consequences to investors, including, but not limited to, the following: (i) greater fluctuations in the net assets of the Funds, (ii) use of cash flow (including capital contributions) for debt service and related costs and expenses, rather than for additional investments, distributions, or other purposes, (iii) to the extent that Funds revenues are required to meet principal payments, investors may be allocated income (and therefore incur tax liability) in excess of cash available for distribution, (iv) in certain circumstances the Funds may be required to prematurely harvest investments to service its debt obligations, (v) limitations on the flexibility of the Funds to make distributions to investors or sell assets that are pledged to secure the indebtedness, and (vi) increased interest expense if interest rate levels were to increase significantly. There can also be no assurance that the Funds will have sufficient cash flow to meet its debt service obligations. As a result, the Funds' exposure to losses may be increased due to the illiquidity of its investments generally.

Prior or current Funds have utilized leverage in connection with such Funds' prior investment activities. However, there can be no assurance that the Funds will be able to obtain indebtedness on terms available to any predecessor or affiliated fund or to competitors, including terms that may be currently available in the market, or that indebtedness will be accessible by the Funds at any time, and to the extent that it is available there can be no assurance that such indebtedness will be on terms favorable to the Funds, including with respect to interest rates, or that such indebtedness will remain available throughout the terms of the Funds. The failure by the Funds to obtain indebtedness on favorable terms (or at all) could adversely affect the returns of the Funds.

*Illiquidity of Investments.* An investment in the Funds should be viewed as illiquid. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. Furthermore, the expenses of operating the Funds (including the annual management fees payable to H.I.G. Capital and affiliates) may exceed its income, thereby requiring that the difference be paid from the Funds' capital.

*Non-U.S. Investments.* Certain Funds (including the Europe Funds, the Bayside Loan Opportunity Europe Funds and Bayside Loan Opportunity Fund II) may invest in a number of portfolio companies located outside of the United States. Such investments may be subject to certain additional risk due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of the Funds), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on the Funds and/or the Partners with respect to the Funds' income, and possible non-U.S. tax return filing requirements for the Funds and/or the Partners.

Certain of these Funds' investments may be made in currencies other than U.S. dollars. The value of an investment may fall substantially as a result of fluctuations in the currency of the country in which the investment is made as against the value of the U.S. dollar. The General Partners may (but is not obligated to) endeavor to manage currency exposures, using appropriate hedging techniques where available and appropriate. The Funds may incur costs related to currency hedging arrangements. There can be no assurance that adequate hedging arrangements will be available on an economically viable basis.

Additional risks include: (i) risks of economic dislocations in the host country, (ii) less publicly available information, (iii) less well-developed regulatory institutions, and (iv) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

*No Assurance of Investment Return.* The Funds' investment portfolios consist primarily of investments in privately-held companies, and operating results in a specified period are difficult to predict. Many organizations operated by persons of competence and integrity have been unable to make, manage and realize a return on such investments successfully. There is no assurance that the Funds will be able to invest their capital with attractive terms or generate returns for its investors. The past investment performance of the principals of the General Partners or any entities with which they have been or are associated is not necessarily indicative of the Funds' future results. While the General Partners intend for the Funds to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that the targeted IRR will be achieved.

*No Assurance of Projected Results.* Projected operating results are only estimates of future results based upon assumptions made at the time the projections are developed. There can be no assurance that the projected results will be obtained, and actual results may vary significantly from the projections. General economic conditions, which are not predictable, can have a material adverse impact on the accuracy of projections.

*Restricted Nature of Investment Positions.* Generally there will be no readily available market for a substantial number of the Funds' investments, and hence, most of the Funds' investments will be difficult to value.

*Reliance on the General Partners, H.I.G. Capital and the Portfolio Company Management.* Control over the operation of the Funds will be vested entirely with the General Partners and the related management company, and the Funds' future profitability will depend largely upon the business and investment acumen of the H.I.G. principals. The loss of service of one or more of the H.I.G. principals could have an adverse impact on the Funds' ability to realize its investment objectives. Moreover, although the Funds expect to have access to all of the appropriate resources, relationships and expertise of H.I.G., there can be no assurance that such resources, relationships and expertise will be available for every transaction during the life of the Funds. Limited Partners generally have no right or power to take part in the management of the Funds, and as a result, the investment performance of the Funds will depend entirely on the actions of the General Partners and the related management company. Although the General Partners, H.I.G. Capital will monitor the performance of each Fund's investment, it will

primarily be the responsibility of each portfolio company's management team to operate the portfolio company on a day-to-day basis.

*Need for Follow-On Investments.* Following their initial investment in a given portfolio company, the Funds may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company. There is no assurance that the Funds will make follow-on investments or that the Funds will have sufficient funds to make all or any of such investments. Any decision by the Funds not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment or may result in a lost opportunity for the Funds to increase its participation in a successful operation.

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

*Changes in Environment.* The Funds' investment programs extend over a period of years, during which the business, economic, political, regulatory, and technology environment within which the Funds operate may undergo substantial changes, some of which may be adverse to the Funds. The General Partners will have the exclusive right and authority (within limitations set forth in the Funds' Limited Partnership Agreements) to determine the manner in which the Funds will respond to such changes, and Limited Partners generally will have no right to withdraw from the Funds or to demand specific modifications to the Funds' operations in consequence thereof. Prospective investors are particularly cautioned that the investment sourcing, selection, management and liquidation strategies and procedures exercised by members of the General Partners in the past may not be successful, or even practicable, during the Funds' terms. Within the limitations set forth in the Limited Partnership Agreements, the General Partners have the right and authority to cause the Funds' investment sourcing, selection, management and liquidation strategies and procedures to deviate from those described in the Funds' Private Placement Memoranda.

*Impact of Potential Regulatory Developments.* There has recently been significant discussion regarding enhanced governmental scrutiny and/or increased regulation of the private equity industry. There can be no assurance that any such scrutiny or regulation will not have an adverse impact on the Funds' activities, including the ability of the Funds to implement operating improvements or otherwise execute its investment strategy or achieve its investment objectives. The Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**") was enacted in July 2010. Dodd-Frank creates a number of new regulatory, supervisory and advisory bodies and affects the regulation of virtually every aspect of United States financial markets. Few provisions of Dodd-Frank are effective immediately and Congress has designed Dodd-Frank to become effective in stages. Dodd-Frank leaves a large number of matters to be addressed through the rulemaking authority of government agencies and other regulatory action,

giving regulators significant discretion in many areas. Dodd-Frank also mandates the preparation of studies of a wide range of issues, which could lead to additional regulatory change. The legislation is complicated and contains substantial ambiguities, many of which will not be resolved until implementing regulations are adopted. Until the final regulations are adopted, it is not possible for the General Partners to predict what effect Dodd-Frank will have on the business and operations of the Funds, the General Partners, the management companies and its affiliates or on their ability to perform their respective obligations under their existing agreements. New legislation may be enacted into law or new interpretations, rulings or regulations could be adopted, any of which could harm the Fund, the General Partners, the management companies and their affiliates and the Limited Partners, potentially with retroactive effect. It is not possible to predict at this time whether any such change will benefit or adversely impact the Funds, the General Partners, the management companies or Limited Partners.

*Developments Concerning Financial Markets.* In recent years, difficult market conditions and economic trends have adversely affected the financial services industry and the securities markets, which were materially and adversely affected by significant declines in the values of nearly all asset classes and by a pronounced lack of liquidity. These trends caused the global markets to have increased volatility and had a negative impact on investor confidence in both financial institutions as well as a number of other industries and in the broader financial markets. Furthermore, general downward economic trends, reduced availability of commercial credit and increased unemployment which have negatively impacted the performance of commercial and consumer credit. Although concerns over the stability of the financial markets and the global economy have diminished over the last year, the market has not yet fully stabilized and governments throughout the world, including the United States, continue to carry a significant amount of debt, partially, as a result of the recent financial crisis. Therefore, there can be no certainty that another financial crisis, like the one that occurred in recent years, will not occur in the future. If such a crisis were to occur, the resulting economic pressure on consumers and businesses and the lack of confidence in the financial markets may adversely affect the business, financial condition, and operating results of the Funds.

*Economic and Political Conditions.* The current global economic and political climate is one of uncertainty. The potential for increased regulation of the financial markets may increase costs and limit the Funds' ability to pursue business and investment opportunities. Any further material change in the economic environment, including a further slow-down in economic growth and/or changes in interest rates or foreign exchange rates, could have a negative impact on the performance and/or valuation of the Funds' investments in portfolio companies. The Funds' performance can be affected by deterioration in public markets and by market events, such as the onset of the credit crisis, which can impact the public market comparable or other valuation metrics used to value the Funds' investments in portfolio companies. Movements in foreign exchange rates may or may not adversely affect the value of investments in portfolio companies and the Funds' performance. The rate of future investment by private investment funds has slowed and may continue to slow as the pricing of new transactions adjusts to reflect the current economic uncertainty and the lack of credit in the markets. Holding periods are also likely to be longer as the rate of realizations slows in light of the deterioration in market conditions for investment realizations. The impact of the credit crisis may also affect the Funds' ability to raise funding to support its investment objective and also the level of profitability achieved on realizations of investments.

*Income Tax Risks.* Investment in the Funds may entail significant tax risks, including: (i) the possibility that certain deductions claimed by the Funds may be disallowed and that any audit of the Funds, tax return may result in an audit of any Partner's tax return; (ii) the possibility that the Funds may have taxable income allocable to Partners in an amount greater than the cash available for distribution; (iii) the possibility that the Funds may generate unrelated business taxable income for tax-exempt investors or ECI for non-U.S. investors; and (iv) the possibility that future legislative, administrative or judicial interpretations of current law or future legislation will change the tax treatment of investors described herein.

*Litigation Risks.* The Funds may be subject to a variety of litigation risks, particularly in consequence of the likelihood that one or more portfolio companies will face financial or other difficulties during the term of the Funds' investments. The Funds may also participate in portfolio company financings at implicit portfolio company valuations lower than the valuations implicit in preceding rounds of financing. In the event of a dispute arising from any of the foregoing activities (or other activities relating to the operation of the Funds or the General Partners), it is possible that the Funds, the General Partners, the management companies, or their respective representatives may be named as defendants. Under most circumstances, the Funds will indemnify the General Partners, their management company and their respective affiliates and employees for any costs they may incur in connection with such disputes.

*Service on Boards of Directors or as Officers.* One or more of the principals or other persons affiliated with the Funds and the General Partners may serve as directors or officers of certain of the Funds' portfolio companies. Such service could expose the Funds and the General Partners and their partners and affiliates to claims by a portfolio company, its security holders and their creditors as well as various potential governmental or regulatory claims. While the General Partners manage the Funds in a manner that will minimize exposure to these risks, the possibility of successful claims cannot be eliminated and such events, if they occur, could lead to potential liability for the Funds and therefore could have an adverse effect on the Funds. Not all portfolio companies may obtain insurance with respect to potential director or officer liabilities, and the insurance that portfolio companies do obtain may be insufficient to adequately protect directors or officers from such liabilities.

- **Risks Applicable to Certain Funds.** As indicated below, the following risks of investment are applicable only to investments in certain Funds:

*Early Stage Company Investments -- VC Funds and BioVentures Fund.* With regard to the VC Funds and the BioVentures Fund (collectively, the "**VC-Bio Funds**"), the strategies include investing in companies in early stages of growth that have inherently greater risk than more established businesses. Early stage companies may be more volatile due to their limited product lines, markets or financial resources, or their susceptibility to major setbacks or downturns. The VC Funds make investments in companies engaged in the information technology, healthcare and life sciences business. Many of these companies are subject to federal and state laws and regulations governing, among other things, the operation, ownership and control of such companies. These regulations may restrict the manner in which the VC-Bio Funds make, monitor, divest and act to protect their investments in such companies and could, under some circumstances, attribute an ownership interest in some or all of such companies to some or all of the VC Funds' Limited Partners. While the Limited Partnership Agreements



contain provisions intended to insulate the Limited Partners from such attributed ownership, no assurance can be given that regulatory authorities would not assert that some or all of the Limited Partners are deemed to have an ownership interest in some or all of such companies.

*Investments in Distressed Securities -- Bayside Funds.* The Bayside Funds intend to invest in the debt, obligations and other securities and related equity of companies experiencing significant financial difficulties and material operating issues, including, without limitation, companies that may have been, are or will become involved in bankruptcy proceedings or other restructuring, recapitalization or liquidation processes. Investments in such companies involve a substantial degree of risk which is generally higher than the risk involved in investing in companies that are not in financial or operational distress. Given the heightened difficulty of the financial analysis required to evaluate distressed companies, there can be no assurance that the General Partners and Bayside Capital will correctly evaluate the value of the assets of a company securing its debt and other obligations or correctly project the prospects for the successful restructuring, recapitalization or liquidation of such company. Therefore, in the event that a portfolio company does become involved in bankruptcy proceedings or a restructuring, recapitalization or liquidation is required, the Funds may lose some or all of its investment or may be required to accept illiquid securities with rights that are materially different than the original securities in which the Bayside Funds invested.

*Non-Controlling Investments -- Bayside Funds, PE Funds and Growth Equity Fund.* The Bayside Funds hold debt obligations and other non-controlling interests in portfolio companies and, therefore, will have a limited ability to protect the Bayside Funds' position in such portfolio companies. However, the General Partners intend to seek appropriate creditor rights to help protect the Bayside Funds' interest.

The PE Funds and Growth Equity Fund may hold non-controlling interests in certain investments and, therefore, may have a limited ability to protect its position in such investments, although as a condition of investment, the General Partners generally expect that appropriate rights will be sought and procured to protect such Funds' interests and to influence the management of such investments. Such non-control investments may involve risks in connection with material third-party involvement, including the possibility that a third-party participant may have financial difficulties, resulting in a negative impact on such investment, may have economic or business interests or goals which are inconsistent with those of such Funds, or may be in a position to take (or block) action in a manner contrary to such Fund's investment objectives. Action taken by such persons might subject the investment to liabilities in excess of, or other than, those contemplated. In addition, such Funds may rely upon the abilities and management expertise of such third-parties. To the extent necessary, it may also be more difficult for the Funds to sell their interest in non-control investments with other material third-party owners than to sell its interest in other types of control investments. In addition, the Funds may grant third-party participants veto powers with respect to major decisions concerning the management and disposition of the investment, which would increase the risk of deadlocks. A deadlock could adversely affect investment return or value by obstructing the outcome which may be desired by the Funds.

*Nature of Investment in Senior Loans -- Bayside Loan Opportunity Fund II.* With regards to Bayside Loan Opportunity Fund II, the assets of the portfolios are primarily first lien senior

secured debt, but also include selected second lien senior secured debt, which involves a higher degree of risk of a loss of capital than first lien secured debt. The factors affecting an issuer's first and second lien loans, and its overall capital structure, are complex and may differ from the general structure outlined in the Bayside Loan Opportunity Fund II Private Placement Memorandum. Some first lien loans may not necessarily have priority over all other indebtedness of an issuer. For example, some first lien loans may permit other secured obligations (such as overdrafts, swaps or other derivatives made available by members of the syndicate to the company), or involve first liens only on specified assets of an issuer. Issuers of first lien loans may have two tranches of first lien debt outstanding each with first liens on separate collateral. Furthermore, the liens referred to herein generally only cover domestic assets and non-U.S. assets are not included (other than, for example, where a borrower pledges a portion of the stock of first-tier non-U.S. subsidiaries). In the event of chapter 11 filing by an issuer, title 11 of the United States Code (11 U.S.C. §§ 101 - 1532) (the "**Bankruptcy Code**") authorizes the issuer to use a creditor's collateral and to obtain additional credit by grant of a priority lien on the issuer's property, senior even to liens that were first in priority prior to the bankruptcy filing, as long as the issuer provides what the presiding bankruptcy judge considers to be "adequate protection," which may, but need not always, consist of the grant of replacement or additional liens or the making of cash payments to the affected secured creditor. The imposition of prior liens on the Fund's collateral would adversely affect the priority of the liens and claims held by the Bayside Loan Opportunity Fund II and could adversely affect the Funds' recovery on its loans.

Any secured debt is secured only to the extent of its lien and only to the extent of underlying assets or incremental proceeds on already secured assets. Moreover, underlying assets are subject to credit, liquidity, and interest rate risk. Although the amount and characteristics of the underlying assets selected as collateral may allow the Bayside Loan Opportunity Fund II to withstand certain assumed deficiencies in payments occasioned by the borrower's default, if any deficiencies exceed such assumed levels or if underlying assets are sold it is possible that the proceeds of such sale or disposition will not be equal to the amount of principal and interest owing to the Bayside Loan Opportunity Fund II in respect to its loans.

Further, loans may become non-performing for a variety of reasons. Upon a bankruptcy filing by an issuer of debt, the Bankruptcy Code imposes an automatic stay on payments of its pre-petition debt. Non-performing debt obligations may require substantial workout negotiations, restructuring or bankruptcy filings that may entail a substantial reduction in the interest rate, deferral of payments and/or a substantial write-down of the principal of a loan or conversion of some or all of the debt to equity. If an issuer were to seek relief under chapter 11 of the Bankruptcy Code, the Bankruptcy Code authorizes the issuer to restructure the terms of repayment of a class of debt even if the class fails to accept the restructuring as long as the restructured terms are "fair and equitable" to the class and certain other conditions are met.

Senior secured credit facilities are generally syndicated to a number of different financial market participants. The documentation governing the facilities typically require either a majority consent or, in certain cases, unanimous approval for certain actions in respect of the credit, such as waivers, amendments, or the exercise of remedies. In addition, voting to accept or reject the terms of a restructuring of a credit pursuant to a chapter 11 plans of reorganization is done on a class basis. As a result of these voting regimes, the Funds may not have the ability to

control any decision in respect of any amendment, waiver, exercise of remedies, restructuring or reorganization of the Funds' loan investments.

Senior secured loans are also subject to other risks, including (i) the possible invalidation of an debt or lien as a "fraudulent conveyance," (ii) the recovery as a "preference" of liens perfected or payments made on account of a debt in the 90 days before a bankruptcy filing, (iii) equitable subordination claims by other creditors, (iv) so-called "lender liability" claims by the issuer of the obligations and (v) environmental liabilities that may arise with respect to collateral securing the obligations. It is possible that a secondary loan market participant can be denied a recovery from the debtor in a bankruptcy if a prior holder of the loans either received and does not return a preference or fraudulent conveyance or engaged in conduct that would qualify for equitable subordination.

The Fund's investments may be subject to early redemption features, refinancing options, pre-payment options or similar provisions that, in each case, could result in the issuer repaying the principal on an obligation held by the Funds earlier than expected.

*Covenant-Lite Loans -- Bayside Loan Opportunity Fund II, MM Fund II.* With regards to Bayside Loan Opportunity Fund II, although the loan documentation of most of the Fund's investments in portfolio companies includes both incurrence and maintenance-based covenants, there may be instances in which the Funds invest in "Covenant-Lite Loans." An investment by the Bayside Loan Opportunity Fund II in a Covenant-Lite Loan may potentially hinder the ability to reprice credit risk associated with the portfolio company and reduce the ability to restructure a problematic loan and mitigate potential loss. As a result, the Bayside Loan Opportunity Fund II exposure to losses may be increased, which could result in an adverse impact on the Bayside Loan Opportunity Fund II return to the Limited Partners.

*Non-Payment of Principal and Interest; Adequacy of Collateral -- Bayside Loan Opportunity Fund II.* With regards to Bayside Loan Opportunity Fund II, the Fund's investments are subject to the risk of non-payment of scheduled interest or principal by the borrowers with respect to such investments. Such non-payment would likely result in a reduction of income to the Fund and a reduction in the value of the senior secured loans experiencing non-payment.

Although the Fund may invest in portfolio companies that the Bayside Loan Opportunity Fund II GP believes are secured by specific collateral the value of which typically exceeds the principal amount of the investment at the time of initial investment, there can be no assurance that the liquidation of any such collateral would satisfy the borrower's obligation in the event of non-payment of scheduled interest or principal payments with respect to such investment, or that such collateral could be readily liquidated. In addition, in the event of bankruptcy of a borrower, the Funds could experience delays or limitations with respect to its ability to realize the benefits of the collateral securing an investment a portfolio company. Under certain circumstances, collateral securing an investment in a portfolio company may be released without the consent of the Fund. Moreover, the Fund's first lien loans may be unperfected for a variety of reasons, including the failure to make required filings by lenders and, as a result, the Fund may not have priority over other creditors as anticipated.

*Focus on Small-Cap Investments or Lower Middle-Market Investments -- Bayside Loan Opportunity Fund II, Bayside Fund II, and PE Funds.* With regards to the Bayside Loan Opportunity Fund II, Bayside Fund II and the PE Funds, such Funds make investments primarily in small-cap companies or in lower middle-market companies that may have inherently greater risk than more established businesses. Accordingly, investments in these companies may require significant time and effort, resulting in a longer investment horizon than can be expected with lower risk investment alternatives. Such investments can experience failure or substantial declines in value at any stage. There is no assurance that such investments by such Funds will be successful. Such Funds' investment portfolio will consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

The market for investing in loans of small-cap companies is relatively complex given the unregulated nature of this market, the lack of publicly available information for most issuing companies, the varied types of owners of such debt, and the unique attributes of each loan agreement. These factors contribute to an inefficient marketplace and to the extent such marketplace is less favorable to the Funds than anticipated, those factors could reduce the Funds' returns.

*Real Estate Risk -- RE Fund.* With regards to the RE Fund, real estate historically has experienced fluctuations and cycles in value, and specific market conditions may result in reductions in the value of real property interests. The marketability and value of the real property interests will depend on many factors beyond the control of the RE Fund, including: (i) changes in general or local economic conditions; (ii) changes in supply of, or demand for, competing properties in an area; (iii) changes in interest rates; (iv) the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions, environmental protection and occupational safety; (v) unavailability of mortgage funds that may render the sale of a property difficult; (vi) the financial condition of tenants, buyers and sellers of properties; (vii) changes in real estate tax rates and other operating expenses; (viii) the imposition of rent controls; (ix) energy and supply shortages; (x) various uninsured or uninsurable risks; and (xi) acts of God and natural disasters. In addition, general economic conditions in the United States, as well as conditions of domestic and international financial markets, may adversely affect operations of the RE Fund.

*Risks of Development Activities -- RE Fund.* With regards to the RE Fund, although the RE Fund intends to partner with companies that are experienced in handling development projects, development investments will be subject to various risks, including those set forth above in real estate risk and the risk that there may be unanticipated delays in the completion of such development projects due to factors beyond the control of the RE Fund. These factors may include: (i) strikes; (ii) adverse weather; (iii) changes in building plans and specifications; (iv) material shortages; and (v) increases in the costs of labor and materials. Delays in completing any development project will cause corresponding delays in the receipt of operating income and, consequently, the distribution of any cash flow by the Fund with respect to such project. In addition, the estimated costs and schedules of developing and constructing buildings and related landscaping may be affected by changes in construction plans and specifications or

by other unforeseen events, any of which may cause additional expenses to be incurred, which likely will be borne by the RE Fund.

*Environmental Risks -- RE Fund.* The RE Fund's investment objectives target property types that may have exposure to environmental risks. If a property experiences an environmental problem, then, depending upon the severity of the problem, its operation and marketability could be materially and adversely affected, which in turn could adversely affect the operating income and sales proceeds from disposition and ultimately the investment returns from such property. In acquiring investments, the RE Fund will face the risk of assuming obligations and liabilities associated with those investments under environmental statutes or regulations, which could include contingent or unforeseen liabilities from latent or undetected environmental problems or violations. Because such environmental obligations and liabilities are difficult to predict or estimate, an investment acquired by the Fund could have an environmental problem or violation that may result in unexpected expenses and in turn lower investment returns to the RE Fund from such investment.

*Insurance May Not Cover All Losses -- RE Fund.* The RE Fund GP cause the portfolio investments to obtain coverage of the type and in the amount customarily obtained by owners of similar properties, including comprehensive casualty insurance, liability and fire and extended coverage, in amounts sufficient to permit replacement in the event a Property sustains a total loss, subject to applicable deductibles. There are certain types of losses, however, generally of a catastrophic nature, resulting from, for example, earthquakes, floods, hurricanes and terrorist acts, that may be uninsurable or that may not be economically insurable. Inflation, changes in building codes and ordinances, environmental considerations, provisions in loan documents encumbering the investment properties and other factors also might make it economically impractical to use insurance proceeds to replace improvements on an investment property if it is damaged or destroyed. Under such circumstances, the insurance proceeds received, if any, might be inadequate to restore the investment with respect to the affected investment property.

*Limited Partners may incur UBTI -- RE Fund.* With regards to the RE Fund, the Fund's investments generate a significant amount of unrelated business taxable income ("UBTI") for tax-exempt Limited Partners, including "qualified organizations." Investment in the RE Fund made by a Limited Partner through an individual retirement account will be subject to income tax on the amount of UBTI attributable to such investment. Each prospective Limited Partner should consult with its own tax advisor regarding the federal, state, local and foreign tax considerations applicable to an investment in the RE Fund.

*Involvement of Co-Investment Partners -- RE Fund.* Some of the RE Fund's investments may be made as a co-venturer or partner with a property developer, property manager, the seller of a property, an affiliate of the seller, an investor unaffiliated with the RE Fund GP or the Fund, or other persons. Such investments may involve risks not inherent in other types of investment vehicles, including, for example, the possibility that such persons might become bankrupt, have economic or business interests or goals inconsistent with those of the RE Fund or otherwise be in a position to take action inconsistent with the RE Fund's desires, policies or objectives. Action taken by such persons might subject the property to liabilities in excess of, or other than, those contemplated. In addition, the RE Fund may rely upon the abilities and management expertise of the co-venturer or partner. It may also be more difficult for the Fund to sell its interest in any

joint venture, partnership or entity with other owners than to sell its interest in other types of investments. The RE Fund may grant co-venturers or partners veto powers with respect to major decisions concerning the management and disposition of the investment, which would increase the risk of deadlocks. A deadlock could adversely affect investment return or value, or require the Fund to use its assets to purchase the interest of the co-venturer or partner under agreements providing for the forced sale of such interest.

*Investing in Illiquid Securities -- Brightpoint Funds.* With regard to the Brightpoint Funds, the Brightpoint Funds may invest their assets in special investments, including securities that are not readily marketable or that are only thinly traded. In addition, the Brightpoint Fund may invest in private placement of securities that are not registered under the Securities Act of 1933, as amended and may have little or no trading market. The Brightpoint Funds may not be able to readily dispose of Special Investments, and, in some cases, may be contractually prohibited from disposing of such securities for a specified period of time. These limitations on liquidity of the Brightpoint Fund's investments could prevent a successful sale thereof, result in delay of any sale, or reduce the amount of proceeds that might otherwise be realized.

*In-Kind Distributions -- Brightpoint Funds.* With regard to the Brightpoint Funds, although the Brightpoint Funds distribute primarily cash to limited partners upon withdrawal, the Brightpoint Funds may make distributions in kind. There can be no assurance that the Brightpoint Funds will have sufficient cash to satisfy withdrawal requests, or that it will be able to liquidate investments at the time such withdrawals are requested at favorable prices. Investments distributed in kind may not be readily marketable or saleable and may have to be held by Limited Partners for an indefinite period of time.

*Focus on Small Middle-Market Investments -- Europe Funds, Bayside Loan Opportunity Europe Funds.* With regards to the Europe Fund, the Europe Fund makes investments primarily in lower middle-market companies that have inherently greater risk than more established businesses. Accordingly, the growth of these companies may require significant time and effort, resulting in a longer investment horizon than can be expected with lower risk investment alternatives. Such investments can experience failure or substantial declines in value at any stage. There is no assurance that such investments by the Europe Fund will be successful. The Europe Fund's investment portfolio will consist primarily of securities issued by privately held companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

*Risks of Certain European Investments -- Bayside Loan Opportunity Europe Funds.* The Bayside Loan Opportunity Europe Funds, the Loan Opportunity Fund may make investments in companies based in a number of different European countries. Investments in certain European capital markets and securities involve risks not typically associated with investing in the more developed and established European capital markets and securities, including risks relating to: (i) potential price volatility in, and relative illiquidity of, some European securities markets; (ii) the absence of uniform accounting and financial reporting standards and disclosure requirements in some countries; (iii) certain economic and political risks, including potential restrictions on foreign investment and repatriation of capital and the risks of political, economic, or social instability; and (iv) the possible imposition of foreign taxes on income and gains

recognized with respect to such securities. Furthermore, although the Principals have experience with investing in many European jurisdictions, the Bayside Loan Opportunity Europe Funds may make investments in European jurisdictions in which the Principals do not have any prior direct investment experience. While the Bayside Loan Opportunity Europe Funds GPs intend to manage the Bayside Loan Opportunity Europe Funds in a manner that will minimize exposure to the foregoing risks, there can be no assurance that adverse developments with respect to such risks will not adversely affect the value or realization of investments that are held by the Bayside Loan Opportunity Europe Funds in certain countries.

*Break-Up of the Euro Zone -- Bayside Loan Opportunity Europe Funds.* The Euro Zone sovereign debt crisis could lead to a break-up of the Euro as a functional currency or to one or more sovereign countries leaving the Euro currency union. The consequences of any of the foregoing events are highly unpredictable but could lead to capital controls, conversion of debt obligations from Euro to new lower value currency and the likelihood that any Euro denominated assets of the Bayside Loan Opportunity Europe Funds may become difficult to realize and severely impaired as to value. In addition both the measures taken to prevent a break-up of the Euro and an actual break-up of either the Euro Zone or a dissolution of the Euro could lead to a prolonged recession potentially impacting the value of assets in the Bayside Loan Opportunity Europe Funds

*Investment Performance of the Euro Fund and US\$ Fund May Vary Significantly -- Bayside Loan Opportunity Europe Funds.* Although investment opportunities of the Bayside Loan Opportunity Europe Funds are generally expected to be allocated between the Bayside Loan Opportunity Europe Funds on a pro rata basis based upon their respective relative currency adjusted capital commitments as of the date of each fund's final closing, the Bayside Loan Opportunity Europe Funds may not invest the same proportion of their respective commitments in each investment as a result of the fluctuations in exchange rates between the Euro and the U.S. Dollar between the final closing date and the date of a capital call for an investment. In addition, because of exchange rate fluctuations between the date of an investment by the Bayside Loan Opportunity Europe Funds and the date of the distributions of proceeds with respect to such investment, the ultimate net returns of the Bayside Loan Opportunity Europe Funds with respect to each investment will be different, in each case based upon the applicable relative exchange rate fluctuations during the period of such investment among the Euro, the U.S. Dollar and the currency in which such investment was made. Further, to the extent that Bayside Loan Opportunity (Europe-US\$) Fund engages in currency hedging, there will be costs borne by the Bayside Loan Opportunity (Europe-US\$) Fund that are not similarly borne by the Bayside Loan Opportunity (Europe-Euro) Fund.

## **Conflicts of Interest**

During the commitment period of each Fund (not including, for this purpose, the Brightpoint Funds) H.I.G. and the principals will pursue all appropriate investment opportunities exclusively through the applicable Fund, subject to certain limited exceptions. However, as described above, H.I.G. and its principals currently manage several investment funds, and may direct certain relevant investment opportunities to those investment funds. The H.I.G. principals and the General Partners' investment staff will continue to manage and monitor such investments

until their realization. Such other investments that the H.I.G. principals may control may potentially compete with companies acquired by the Funds. The significant investment of the

H.I.G. principals in the Funds, as well as the principals' interest in the carried interest, are intended to align, to some extent, the interest of the principals with the interest of the Partners, although the principals have economic interests in such other investment funds as well and receive management fees and carried interests relating to these interests.

From time to time, H.I.G. Capital will be presented with investment opportunities that would be suitable not only for the Funds, but also for other Private Investment Funds and other investment vehicles operated by advisory affiliates of H.I.G. Capital. In determining which investment vehicles should participate in such investment opportunities, H.I.G. Capital and its affiliates are subject to conflicts of interest among the investors in such investment vehicles.

H.I.G. Capital attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by H.I.G. Capital's advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among the Funds in a fair and equitable manner. Where necessary, H.I.G. Capital consults and receives consent to conflicts from an advisory committee consisting of limited partners of the Funds and such other investment vehicles.

Because H.I.G. Capital's carried interest is based on a percentage of net realized profits, it may create an incentive for H.I.G. Capital to cause the Funds to make riskier or more speculative investments than would otherwise be the case. Since H.I.G. Capital is permitted to retain certain supplemental fees (as described under "Fees and Compensation") in connection with the Funds' investments, it could have a conflict of interest in connection with approving transactions. H.I.G. Capital and/or its affiliates generally have discretion over whether to charge transaction fees to a portfolio company and, if so, the fee rate or amount. The receipt of transaction fees may give rise to conflicts of interest between the Private Investment Funds, on the one hand, and H.I.G. Capital and/or its affiliates on the other hand.

Additionally, Limited Partners may have conflicting investment, tax and other interests with respect to their investments in the Funds, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by the General Partners regarding an investment that may be more beneficial to one Limited Partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, the General Partners will consider the investment and tax objectives of the Funds and its partners as a whole, not the investment, tax or other objectives of any Limited Partner individually.

Prior to June 30, 2011 (the "**Sun Capital Arrangement Termination Date**"), H.I.G. had an arrangement allowing personnel of H.I.G. or its affiliates to co-invest alongside certain private investment funds advised directly or indirectly by Sun Capital Advisors ("**Sun Capital**", and such funds, collectively, "**Sun Capital Funds**") generally in an amount up to the lesser of (i) 1.0% of the amount invested by the applicable Sun Capital Fund in such investment or (ii) \$100,000. This historical arrangement was reciprocal and certain personnel of Sun Capital Advisors and/or its affiliates were permitted to invest in H.I.G. transactions generally subject to



similar size limits. Such Sun Capital opportunities were not presented to or shared with the Funds, and as Sun Capital co-invested alongside the Funds, Sun Capital's investments were not subject to management fee or carried interest. Following the Sun Capital Arrangement Termination Date, new platform co-invest opportunities are no longer offered by H.I.G. to Sun Capital (and Sun Capital no longer offers new platform co-invest opportunities to personnel of H.I.G. and/or its affiliates), although follow-on co-investments relating to pre-Sun Capital Arrangement Termination Date platform investments may still be made.

The Advisers may, in their sole discretion, permit one or more Limited Partners (but not necessarily all Limited Partners) to invest in securities issued by a portfolio company of a Fund; *provided* that such investment is on terms no more favorable to such Limited Partner than the relevant Fund's investment or is on terms available to a third party in an arm's length transaction.

#### **DISCIPLINARY INFORMATION**

H.I.G. Capital and its management persons have not been subject to any material legal or disciplinary events required to be discussed in this Brochure.

#### **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

H.I.G. Capital is affiliated with the Affiliated Advisers registered with the SEC under the Advisers Act pursuant to H.I.G.'s registration in accordance with SEC guidance. These Affiliated Advisers operate as a single advisory business together with H.I.G. Capital and serve as managers or general partners of Private Investment Funds and other pooled vehicles and may share common owners, officers, partners, employees, consultants or persons occupying similar positions. H.I.G. Capital is also affiliated with WhiteHorse Capital Partners, L.P. (SEC File No. 801-67111) and H.I.G. WhiteHorse Advisers, LLC (SEC File No. 801-76984), which are separately registered with the SEC under the Advisers Act, as well as with the advisory entities affiliated with them. For more information relating to these advisers, including a list of their advisory and other financial industry affiliates, their beneficial owners and a list of private funds managed by them, please refer to their respective Form ADVs.

#### **CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

The Advisers have adopted the H.I.G. Code of Ethics and Securities Trading Policy and Procedures (the "**Code**"), which sets forth standards of conduct that are expected of the H.I.G. principals and employees and addresses conflicts that arise from personal trading. The Code requires certain H.I.G. personnel to report their personal securities transactions, prohibits or requires pre-clearance for H.I.G. personnel from directly or indirectly acquiring beneficial ownership or disposing of securities in an initial public offering, and prohibits H.I.G. personnel from directly or indirectly acquiring beneficial ownership of securities with limited exceptions, without first obtaining approval from the H.I.G.'s Chief Compliance Officer. A copy of the Code will be provided to any Limited Partner or prospective limited partner upon request to Richard Siegel, the H.I.G. Chief Compliance Officer, at 305-379-2322. Personal securities

transactions by employees who manage client accounts are required to be conducted in a manner that prioritizes the client's interests in client eligible investments.

The Advisers and their affiliated persons may come into possession, from time to time, of material nonpublic or other confidential information about public companies which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, the Advisers and their affiliated persons would be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any person, regardless of whether such person is a client of the Advisers.

Accordingly, should the Advisers or any of their affiliated persons come into possession of material nonpublic or other confidential information with respect to any public company, the Advisers would be prohibited from communicating such information to clients, and the Advisers will have no responsibility or liability for failing to disclose such information to clients as a result of following their policies and procedures designed to comply with applicable law. Similar restrictions may be applicable as a result of the Advisers' personnel serving as directors of public companies and may restrict trading on behalf of clients, including the Funds.

Principals and employees of the Advisers and their affiliates may directly or indirectly own an interest in Private Investment Funds and underlying investments. To the extent that co-investment vehicles exist, such vehicles may invest in one or more of the same portfolio companies as the Funds.

The Funds may invest together with other funds advised by an affiliated adviser of H.I.G. Capital in the manner set forth in their Limited Partnership Agreements. The Advisers will determine the allocation of investment opportunity in a manner that it believes is fair and equitable to its clients consistent with the Advisers' obligations and may take into consideration factors such as the following: the client's investment restrictions and objectives (including those set forth in the relevant client's governing documents, where applicable), investment and operating guidelines, diversification limitations, tax and regulatory considerations, minimum dollar limits and other relevant factors, including risk.

The Advisers and their affiliates, principals and employees may carry on investment activities for their own account and for family members, friends or others who do not invest in the Funds, and may give advice and recommend securities to vehicles which may differ from advice given to, or securities recommended or bought for the Funds even though their investment objectives may be the same or similar.

#### **BROKERAGE PRACTICES**

The Advisers focus on securities transactions of private companies and generally purchase and sell such companies through privately-negotiated transactions in which the services of a broker-dealer may be retained. However, the Advisers may also distribute securities to investors in a Fund or sell such securities, including through using a broker-dealer, if a public trading market exists. Although the Advisers do not intend to regularly engage in public securities transactions, to the extent they do so, they follow the brokerage practices described below.

If the Advisers sell publicly traded securities for a Fund, it is responsible for directing orders to broker-dealers to effect securities transactions for accounts managed by the Advisers. In such event, the Advisers will seek to select brokers on the basis of best price and execution capability. In selecting a broker to execute client transactions, the Advisers may consider a variety of factors, including: (i) execution capabilities with respect to the relevant type of order; (ii) commissions charged; (iii) the reputation of the firm being considered; and (iv) responsiveness to requests for trade data and other financial information.

The Advisers have no duty or obligation to seek in advance competitive bidding for the most favorable commission rate applicable to any particular client transaction or to select any broker on the basis of its purported or “posted” commission rate, but will endeavor to be aware of the current level of the charges of eligible brokers and to reduce the expenses incurred for effecting client transactions to the extent consistent with the interests of such clients. Although the Advisers generally seek competitive commission rates, they may not necessarily pay the lowest commission or commission equivalent. Transactions may involve specialized services on the part of the broker involved and thereby entail higher commissions or their equivalents than would be the case with other transactions requiring more routine services.

Consistent with the Advisers seeking to obtain best execution, brokerage commissions on client transactions may be directed to brokers in recognition of research furnished by them, although the Advisers generally do not make use of such services at the current time and have not made use of such services since its inception. Such research services could include economic research, market strategy research, industry research, company research, fixed income data services, computer-based quotation equipment and research services and portfolio performance analysis. As a general matter, research provided by these brokers would be used to service all of the Advisers’ Private Investment Funds. However, each and every research service may not be used for the benefit of each and every Private Investment Fund managed by the Advisers, and brokerage commissions paid by one Private Investment Fund may apply towards payment for research services that might not be used in the service of such Private Investment Fund. Research services may be shared among the Advisers and their affiliates.

The Advisers do not employ any agreement or formula for the allocation of brokerage business on the basis of research services; however, the Advisers may, in their discretion, cause the Private Investment Funds to pay such brokers a commission for effecting portfolio transactions in excess of the amount of commission another broker adequately qualified to effect such transactions would have charged for effecting such transactions. This may be done where the Advisers have determined in good faith that such commission is reasonable in relation to the value of brokerage and research services received. In reaching such a determination, the Advisers would not be required to place or attempt to place a specified dollar value on the brokerage or research services provided by such broker.

The Advisers will periodically determine which brokers have provided research that has been helpful in the management of Private Investment Funds. To the extent consistent with the Advisers’ goal to obtain best execution for the Funds, the Advisers may seek to place a portion of the trades that they direct with the brokers who are identified through this process.

To the extent that the Adviser allocates brokerage business on the basis of research services, it may have an incentive to select or recommend broker-dealers based on the interest in receiving such research or other products or services, rather than based on its Private Investment Funds' interest in receiving most favorable execution.

The Advisers do not engage in significant public securities transactions; however, to the extent that the Advisers engage in any such transactions, orders for purchase or sale of securities placed first will be executed first, and within a reasonable amount of time of order receipt. To the extent that orders for Private Investment Funds are completed independently, the Advisers may also purchase or sell the same securities or instruments for several Private Investment Funds simultaneously. From time to time, the Advisers may, but are not obligated to, purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or "batched" to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating Private Investment Fund of the Advisers is favored over any other Private Investment Fund. When an aggregated order is filled in its entirety, each participating Private Investment Fund generally will receive the average price obtained on all such purchases or sales made during such trading day.

When an aggregate order is partially filled, the securities purchased or sold will normally be allocated on a *pro rata* basis to each Private Investment Fund participating in such buy or sell order in accordance with the amount of securities originally requested for such Private Investment Funds.

Each Private Investment Fund generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to *pro rata* allocations are permissible provided they are fair and equitable to Private Investment Funds over time.

#### **REVIEW OF ACCOUNTS**

The investments made by the Funds are generally private, illiquid and long-term in nature. Accordingly, the review process is not directed toward a short-term decision to dispose of securities. However, H.I.G. Capital closely monitors companies in which the Funds invest, and the H.I.G. Funds' investment committees periodically review the Funds' portfolios to confirm that each Private Investment Fund is maintained in accordance with its stated objectives.

Each Fund will provide to each of its Limited Partners (i) annual GAAP audited and quarterly unaudited financial statements, (ii) annual tax information necessary for each Limited Partner's tax return and (iii) at the time of delivery of the financial statements, reports providing a description of all investments held by the Funds and a narrative summary of the status of each such investment.

#### **CLIENT REFERRALS AND OTHER COMPENSATION**

H.I.G. Capital and/or its affiliates may provide certain business or consulting services to companies in each Fund's portfolio and may receive compensation from these companies in connection with such services. As described in the Funds' Limited Partnership Agreements, this compensation may offset a portion of the Management Fees paid by Funds. However, in other

cases (*e.g.*, reimbursements for out of pocket expenses directly related to a portfolio company), these fees may be in addition to Management Fees. H.I.G. Capital maintains relationships with senior operating and consulting professionals who may, from time to time, provide certain key value-added services to portfolio companies of the Funds. These professionals may be independent contractors or employees of companies affiliated with H.I.G. Capital and may receive compensation, directly or indirectly, from H.I.G. Capital portfolio companies that will not result in offsets to the Management Fee. See “Fees and Compensation.”

From time to time, the Advisers may enter into solicitation arrangements pursuant to which they compensate third parties for referrals that result in a potential Limited Partner becoming a Limited Partner in a Fund or other Private Investment Fund. Any fees and expenses payable to any such placement agents will borne by H.I.G. Capital.

### **CUSTODY**

H.I.G. Capital maintains custody of the Funds’ assets held in each Fund’s name with the following qualified custodians: Bank of New York Mellon, Citibank, JPMorgan Chase Bank, N.A., Merrill Lynch & Co. and U.S. Bank National Association.

### **INVESTMENT DISCRETION**

H.I.G. Capital has discretionary authority to manage the investments on behalf of each Fund pursuant to the Limited Partnership Agreements described under “Advisory Business.” As a general policy, the Advisers do not allow clients to place limitations on this authority. Pursuant to the terms of the Limited Partnership Agreements, however, the Advisers may enter into “side letter” arrangements with certain Limited Partners whereby the terms applicable to such Limited Partners’ investment in the Funds may be altered or varied. H.I.G. Capital assumes this non-discretionary authority pursuant to the terms of the Limited Partnership Agreements and powers of attorney executed by the Limited Partners of the Funds.

### **VOTING CLIENT SECURITIES**

The Advisers have adopted Proxy Voting Policies and Procedures (the “**Proxy Policy**”) to address how they will vote proxies, as applicable, for each Fund’s (and any Private Investment Fund’s) portfolio investments. The Proxy Policy seeks to ensure that the Advisers vote proxies (or similar instruments) in the best interest of the Funds, including where there may be material conflicts of interest in voting proxies. Each of the Advisers generally believes its interests are aligned with those of Funds’ Limited Partners through the principals’ beneficial ownership interests in the Funds and therefore will not seek Limited Partner approval or direction when voting proxies. In the event that there is or may be a conflict of interest in voting proxies, the Proxy Policy provides that the Adviser may address the conflict using several alternatives, including by seeking the approval or concurrence of the Funds’ advisory boards on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. Additionally, the Funds’ advisory boards may approve the Adviser’s vote in a particular solicitation. The Advisers do not consider service on portfolio company boards by H.I.G. personnel or their receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain

specific proxy voting guidelines followed by the Advisers when voting proxies on behalf of the Funds. If you would like a copy of the Adviser's complete Proxy Policy or information regarding how the Advisers voted proxies for particular portfolio companies, please contact Richard Siegel, the H.I.G. Chief Compliance Officer, at 305-379-2322 and it will be provided to you at no charge.

#### **FINANCIAL INFORMATION**

H.I.G. Capital does not require prepayment of management fees six months or more in advance or have any other events requiring disclosure under this item of the Brochure.

## **SUPPLEMENTAL INFORMATION ABOUT CERTAIN PRINCIPALS OF H.I.G. CAPITAL**

### ***Sami Mnaymneh***

#### **Educational Background and Business Experience**

Mr. Mnaymneh, born 1961, is a Managing Partner of H.I.G. and has directed H.I.G.'s development since its inception and, alongside Mr. Tamer, is responsible for the day-to-day management of H.I.G. Mr. Mnaymneh approves all capital commitments made by H.I.G. Prior to co-founding H.I.G., Mr. Mnaymneh was a Managing Director at The Blackstone Group where he specialized in providing financial advisory services to Fortune 100 companies. Prior to that time, he was a Vice President in the Mergers & Acquisitions department at Morgan Stanley & Co., where he devoted a significant amount of his time to leveraged buyouts, serving as senior advisor to a number of large and prominent private equity firms. Mr. Mnaymneh received a BA degree from Columbia University, a JD degree from Harvard Law School and an MBA from Harvard Business School.

#### **Disciplinary History**

There are no legal or disciplinary events to disclose with respect to Mr. Mnaymneh.

#### **Other Business Activities**

Mr. Mnaymneh is not engaged in any investment-related business outside of his roles with H.I.G. Capital and its affiliates.

#### **Additional Compensation**

Mr. Mnaymneh does not receive any additional compensation that is required to be disclosed.

#### **Supervision**

As a Managing Partner of H.I.G., Mr. Mnaymneh is responsible for implementing and overseeing the investment strategy of its clients. Mr. Mnaymneh is not subject to the supervision of any other individual.

## ***Anthony Tamer***

### **Educational Background and Business Experience**

Anthony Tamer, born 1957, is a Managing Partner of H.I.G. and has directed H.I.G.'s development since its inception and, alongside Mr. Mnaymneh, is responsible for the day-to-day management of the firm. Prior to founding H.I.G., Mr. Tamer was a Partner at Bain & Company, one of the world's leading management consulting firms. Mr. Tamer's focus at Bain & Company was on developing business unit strategies, improving clients' competitive positions, implementing productivity improvement and cycle time reduction programs, and leading acquisition and divestiture activities for Fortune 500 clients. Mr. Tamer holds a BS degree from Rutgers University, an MS degree in Electrical Engineering from Stanford University and an MBA degree from Harvard Business School.

### **Disciplinary History**

There are no legal or disciplinary events to disclose with respect to Mr. Tamer.

### **Other Business Activities**

Mr. Tamer is not engaged in any investment-related business outside of his roles with H.I.G. Capital and its affiliates.

### **Additional Compensation**

Mr. Tamer does not receive any additional compensation that is required to be disclosed.

### **Supervision**

As a Managing Partner of H.I.G., Mr. Tamer is responsible for implementing and overseeing the investment strategy of its clients. Mr. Tamer is not subject to the supervision of any other individual.