

**Form ADV Part 2A**

**Greenbriar Equity Group, L.P.**

555 Theodore Fremd Avenue, Suite A-201 Rye, NY 10580

914-925-9600

[www.greenbriarequity.com](http://www.greenbriarequity.com)

April 9, 2019

**This brochure provides information about the qualifications and business practices of Greenbriar Equity Group, L.P. If you have any questions about the contents of this brochure, please contact us at 914-925-9600 or at [info@greenbriarequity.com](mailto:info@greenbriarequity.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Greenbriar also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**We refer to ourselves as a “registered investment adviser.” Registration does not imply a certain level of skill or training.**

## **Item 2. Material Changes**

This amendment to the brochure, dated April 9, 2019, contains the following material changes from Greenbriar's last annual update, which was submitted on March 29, 2019:

- The conversion of the registrant from a Delaware limited liability company to a Delaware limited partnership
- Additional changes relating to Greenbriar's practices and related potential conflicts of interest under "Fees and Compensation", "Performance-Based Fees and Side-by-Side Management", "Methods of Analysis, Investment Strategies and Risk of Loss" and "Code of Ethics, Participation or Interest in Client Transactions and Personal Trading".

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## **Item 4. Advisory Business**

Greenbriar Equity Group, L.P. (formerly Greenbriar Equity Group, LLC) (“Greenbriar,” “us,” “we,” and “our”), was formed as a Delaware limited liability company in 1999 by principal owners Joel S. Beckman, Gerald Greenwald and Reginald L. Jones, III, and converted to a Delaware limited partnership in 2018. As of April 30, 2018, Joel S. Beckman, John Daileader, Gerald Greenwald, Reginald L. Jones, III, Jill Raker and Noah Roy are Greenbriar’s Managing Partners (“Managing Partners”) for Greenbriar Equity Fund II, Greenbriar Equity Fund II-A, Greenbriar Equity Fund III and Greenbriar Equity Fund III-A; and, John Daileader, Gerald Greenwald, Reginald L. Jones, III, Jill Raker and Noah Roy are Greenbriar’s Managing Partners (“Managing Partners”) for Greenbriar Equity Fund IV and Greenbriar Equity Fund IV-A. Greenbriar SLP IV, LP serves as the management company of Greenbriar Equity Fund IV and Greenbriar Equity Fund IV-A and is registered with the SEC under the Advisers Act pursuant to Greenbriar Equity Group, L.P.’s registration. Greenbriar SLP IV, LP is principally owned by Reginald L. Jones, III. Unless the context otherwise requires, references to Greenbriar herein include Greenbriar SLP IV, LP.

We provide discretionary investment advice solely to private equity funds that seek to participate in private equity investments in the global transportation and transportation-related industries, which span the manufacturing, service, distribution and logistics sectors. The private equity funds are referred to in this brochure as the “Funds,” each a “Fund,” or our “Clients.” Investors in the Funds are referred to in this brochure as “investors” or “limited partners.”

The investment management services that we provide to our Clients primarily consist of selecting, investigating, structuring and negotiating private equity investments and dispositions, monitoring the performance of these investments and performing certain administrative services. These services are provided pursuant to investment management agreements with the Funds and as a result of a delegation of authority by the general partner of each Fund (each an affiliate of ours). We provide advice to each Client that takes into account its investment objectives and the investment restrictions contained in its limited partnership agreement and other governing documents.

Additionally, from time to time and as permitted by the relevant Fund’s limited partnership agreement, Greenbriar expects to provide (or agree to provide) co-investment opportunities (including the opportunity to participate in co-invest vehicles) to certain investors or other persons, including other sponsors, market participants, finders, consultants and other service providers, Greenbriar’s personnel and/or certain other persons associated with Greenbriar and/or its affiliates. Such co-investments typically involve investment and disposal of interests in the applicable portfolio company at the same time and on the same terms as the Fund making the investment. However, from time to time, for strategic and other reasons, a co-investor or co-invest vehicle may purchase a portion of an investment from one or more Funds after such Funds have consummated their investment in the portfolio company (also known as a post-closing sell-down or transfer). Greenbriar is authorized to charge interest on the purchase to the co-investor or co-invest vehicle (or otherwise equitably to adjust the purchase price under certain conditions), and to seek reimbursement to the relevant Fund for related costs.

### ***Wrap Fee Programs***

We do not participate in wrap fee programs.

### ***Assets Under Management***

As of December 31, 2018, we managed \$2,435,748,242 of Client assets on a discretionary basis. This includes the committed capital that may be called by the Funds from their respective limited partners. We do not manage Client assets on a non-discretionary basis.

## **Item 5. Fees and Compensation**

### ***Management Fees***

Our Clients generally pay us annual management fees in exchange for our investment management services. The management fees that our Clients pay us are provided for in their limited partnership agreements and/or the investment management agreements that they enter into with us. The management fees for an annual period are payable semiannually partially in arrears and partially in advance. The amount of management fees payable by a Client during its commitment period (*i.e.*, period of time during which we may draw upon the limited partners' capital commitments to make new investments) is based on a percentage of the Client's aggregate capital commitments. The amount of management fees payable by a Client following its commitment period is reduced based on a formula set forth in the applicable Client's investment management agreement. The specific management fees payable by a Client are negotiated at the time of its formation and are described in the applicable Fund offering memorandum.

Principals or other current or former employees of Greenbriar generally receive salaries and other compensation derived from, and in certain cases including a portion of, management fees, carried interest or other compensation received by Greenbriar or its affiliates.

### ***Other Fees***

We may also receive management, directors', consulting and other similar fees and financing or other transaction fees in connection with the activities of the Funds ("Other Fees") as described in each Fund's governing documents. In addition, we are reimbursed by the Funds' portfolio companies for expenses we incur in connection with our performance of the services that give rise to Other Fees. Finally, we may receive fees or other forms of compensation payable by a third party as a result of the failure to consummate a proposed investment by a Fund ("Break-Up Fees").

In general, the aggregate management fee that a Client pays us is reduced by a portion of any Other Fees or Break-up Fees received by us in connection with the activities of the Fund. If the management fee payable by a Fund is reduced to zero as a result of our receipt of Other Fees or Break-up Fees (or because the management fee is no longer payable), we will refund the excess for the benefit of such Fund's limited partners. If any such excess remains upon liquidation of a Fund, a distribution will be made crediting the Fund's partners unless a limited partner has elected to waive such amount (*e.g.*, where an adverse tax consequence may result).

As a matter of practice, Greenbriar is typically paid Other Fees or Break-Up Fees from, on behalf of or with respect to co-investors in an investment. The receipt of such fees will not reduce the management fees payable by any Fund(s) that have also invested in such investment, and as a result a Fund will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee that relates to such co-investors, which have the potential to be significant. Similarly, although it has not historically been the case, Greenbriar expects that co-investors or other parties will, from time to time in the future, negotiate the right to share a portion of such fees from a particular investment, and the above-described offset percentage will be applied after excluding any amounts paid to such persons. Additionally, as further described below and in the applicable operating documents of each Fund, it is Greenbriar's practice to use or retain certain operating partners ("Operating Executives") to provide services to (or with respect to) certain portfolio companies in which one or more Funds invest. Such Operating Executives generally receive compensation and other amounts described herein from the relevant portfolio companies or Funds to which they provide services, but no such amounts will result in additional offsets to the management fees.

Certain Funds' limited partnership agreements permit Greenbriar to waive or agree to reduce management fees for certain investors, such as "friends and family" of Greenbriar or its personnel, or other investors meeting certain qualification requirements based on commitment size. Certain waived portions of management fees are treated by the applicable Fund limited partnership agreement as a deemed capital contribution by the relevant Fund's general partner, which is effectively invested in the relevant Fund on such general partner's behalf, and operates to reduce the amount of capital such general partner would otherwise be required to contribute to the Fund. The limited partners of such Fund may be required to make a pro rata contribution according to their respective capital commitments to fund any contribution that would otherwise be required of Greenbriar in connection with any such waiver or reduction as described above and, as a result, the exercise of such waiver may result in an acceleration (or delay) of investor capital contributions. Waived or reduced management fees are not subject to the management fee offsets described above, and the amount of such waived or reduced management fees has the potential to be significant. Due to waived or reduced management fees by Greenbriar and/or timing of receipt of compensation subject to offsets (as described above), it is possible that management fee offsets will not be fully realized by investors in a Fund, resulting in a net additional benefit to Greenbriar.

We deduct management fees from the account of each Client.

If we cease to serve as the investment manager of a Client during a semi-annual period, the management fee payable by that Client for such semi-annual period will be pro-rated based on the number of days during such semi-annual period that we served as investment manager and we will refund any excess.

Greenbriar Equity Fund II, L.P. ("Fund II") will typically pay all expenses incurred in connection with the acquiring, holding, sale or proposed sale of its portfolio investments and unreimbursed transactional costs for transactions which have substantially progressed but do not close. Greenbriar Equity Fund III, L.P. ("Fund III") will typically pay all expenses in connection with the acquiring, holding, sale or proposed sale of its portfolio investments and unreimbursed transactional costs for transactions which

have not closed. Greenbriar Equity Fund IV, L.P. (“Fund IV”) and Greenbriar Equity Fund IV-A, L.P. (“Fund IV-A”) will typically pay all expenses in connection with the acquiring, holding, sale or proposed sale of its portfolio investments and unreimbursed transactional costs for transactions which have not closed. In addition, each Fund will typically pay all expenses related to the operation of such Fund, including but not limited to: administrative expenses of such Fund; the cost of the preparation of the annual audit, financial and tax reports to investors; expenses of any consultants, custodians, outside counsel, accountants, investment bankers or other similar advisors; costs incurred in connection with the organization of such Fund; expenses in connection with government or regulatory filings, returns or reports; taxes, fees or other governmental charges levied against a Fund; litigation or other extraordinary expenses; insurance and indemnity expenses; expenses of liquidating; expenses of any advisory committee established with respect to such Fund; and costs of any annual meeting of such Fund’s investors.

In some cases, expenses might be attributable to more than one Fund or to Greenbriar and one or more Funds. In such cases, Greenbriar will apply an expense allocation methodology that is believed to be fair to all affected Funds. Greenbriar may experience a conflict of interest when determining and applying an allocation methodology.

While neither we nor any of our “supervised persons” accepts compensation from the sale of securities or other investment products, Greenbriar may receive transaction fees due to the sale of part or all of a portfolio company held by one or more of the Funds, a portion of which may be applied to reduce the management fee of the affected Fund(s). Please reference each Fund’s governing documents for specific information about the reduction of management fees as a result of transaction or other fees earned by Greenbriar, and the fees charged to each Fund.

Additionally, as part of its strategy, the Firm has entered and will enter into certain strategic relationships with members of the Firm's Operating Network to provide certain services in connection with sourcing investments, due diligence, providing operating services to portfolio companies or serving on the boards of such companies. These persons may be entitled to receive cash and/or non- cash (e.g., equity) consideration for their services from the applicable portfolio companies, which consideration, for the avoidance of doubt, is not Other Fees. Some of these persons may also be paid a retainer fee by Greenbriar. Recently, Greenbriar created an Executive Council to serve as a forum for accomplished CEOs of global transport companies to provide Greenbriar with additional perspective and relationships. The Executive Council is compensated by Greenbriar, and may also be compensated by portfolio companies to the extent they are providing such direct services as described above.

## **Item 6. Performance-Based Fees and Side-By-Side Management**

The general partner of each Fund (in each case our affiliate) is generally entitled to a “carried interest” on such Fund’s profits in accordance with the provisions of such Fund’s limited partnership agreement. The “carried interest” is generally equal to a percentage of the investment proceeds distributable by a Fund in excess of the capital invested by such Fund’s limited partners, and is subject to a preferred return. The general partner of each Fund is also subject to a “clawback” of “carried interest” previously

received to the extent that it has received cumulative distributions in excess of amounts otherwise distributable to the general partner by such Fund as “carried interest,” applied on an aggregate basis covering all transactions of the applicable Fund. In no event will the general partner of a Fund be required to restore more than the cumulative distributions received by such general partner as “carried interest” determined on an after-tax basis. The “carried interest” received by the general partner of a Fund is negotiated at the time such fund is formed. Additionally, to the extent that Greenbriar personnel are assigned varying percentages of carried interest from the Funds, such personnel are subject to potential conflicts of interest in identifying investment opportunities as appropriate for Funds from which they are entitled to receive a higher carried interest percentage.

Greenbriar seeks to address the potential for conflicts of interest in these matters with allocation policies and/or practices that provide that transactions and investment opportunities will be allocated to the Funds in accordance with each Funds’ investment guidelines and governing agreements, as well as other factors that do not include the amount of performance-based compensation received by Greenbriar or any personnel.

The existence of the general partner’s carried interest may create an incentive for us to make more speculative portfolio investments on behalf of our Clients than we might otherwise make in the absence of such performance-based arrangement. As discussed in **Item 8. Methods of Analysis, Investment Strategies and Risk of Loss**, Greenbriar undergoes a thorough review of each potential investment.

## **Item 7. Types of Clients**

We provide discretionary management and advisory services to the Funds directly, subject to the direction and control of the General Partner or Managing Member of each Fund, and not individually to the investors in each Fund. Investors in the Funds may include, but are not limited to Pension Plans, Insurance Companies, Foundations and Endowments.

## **Item 8. Methods of Analysis, Investment Strategies and Risk of Loss**

### **Investment Strategies and Methods of Analysis**

We primarily participate in private equity and equity-related investment opportunities in the global transportation and transportation-related industries, which span manufacturing, service, distribution and logistics sectors. Our typical investment structure could involve a leveraged buyout, a recapitalization or a purchase of a minority equity stake, among others.

Our investment process begins with targeting companies within our industry sectors which we believe should have attractive growth potential due to, among other factors, industry structure, industry trends, market position, competitive advantage and the quality of management. In evaluating investment opportunities, our investment professionals generally engage in a due diligence process of the target company, including reviewing its business model, operations, markets, management, history and prospects and becoming closely acquainted with management and their goals, objectives and



capabilities. In certain instances, we augment our due diligence with outside resources, including industry executives, consultants, lawyers, accountants, insurance and human resource experts.

### **Risk Factors**

Private equity investing involves significant risks that a Fund and its investors should be prepared to bear. Also, investing in the Funds involves significant risks relating both to the types of investments contemplated and our ability to achieve the investment objectives. The discussion below of risks associated with private equity investments does not purport to be an exhaustive list of all risks associated with an investment in our Funds. Please refer to the applicable offering memorandum of our Funds for a more detailed discussion of risks.

***Risk of Loss of Capital.*** Investing in securities involves the risk of loss of capital. Investors that cannot bear the loss of their entire investment in a Fund should not make such an investment. While we believe that our investment processes, strategy and research techniques mitigate the investment risk through a careful selection of investment opportunities, no guarantee or representation is made that we will achieve a Fund's investment objectives or that we will be successful.

***Nature of Investments.*** While investments in leveraged companies offer the opportunity for capital appreciation, such investments also involve a high degree of risk. Investments by a Fund may be highly leveraged and therefore may be more sensitive to adverse business, financial and capital market developments or economic factors. If for any of these reasons a portfolio company is unable to generate sufficient cash flow to meet principal or interest payments on its indebtedness or make regular dividend payments, the value of the respective Fund's investment could be significantly reduced or even eliminated.

***General Economic Conditions.*** General economic conditions may affect a Fund's activities. Interest rates, general levels of economic activity, the price of securities and participation by other investors in the financial markets may affect the value and number of portfolio investments made by the respective Fund or considered for prospective investment. Portfolio investments can be expected to be sensitive to the performance of the overall economy. A deterioration of economic fundamentals and consumer confidence would likely increase market volatility and reduce liquidity, both of which could have a material adverse effect on the performance of a Fund's portfolio investments. No assurances can be given as to the effect of these events on a Fund's investment objectives.

***Illiquid and Long-Term Investments.*** Although portfolio investments may generate current income, the return of capital and the realization of gains, if any, from a portfolio investment generally will most likely occur only upon the partial or complete disposition of such portfolio investment. While a portfolio investment may be sold at any time, it is generally expected that the disposition of most of the respective Fund's portfolio investments will not occur for a number of years after such portfolio investments are made. It is unlikely that there will be a public market for the securities held by a Fund at the time of acquisition. The respective Fund generally will not be able to sell its securities publicly unless the sale is registered under applicable securities laws, or unless an exemption from such registration requirements is available. In addition, in some cases, the respective Fund may be prohibited or limited by contract from

selling certain securities for a period of time, and as a result, may not be permitted to sell a portfolio investment at a time it might otherwise desire to do so.

In addition, there is no public market for the interests of any Fund and one is not expected to develop. An investor in a Fund will not be permitted to assign or transfer its interests in such Fund without prior written consent of the general partner of such Fund, which may be given or withheld in its sole discretion. Except in extremely limited circumstances, voluntary withdrawals from a Fund will not be permitted. Investors must be prepared to bear the risks of owning interests in a Fund and contributing capital for an extended period of time.

***Subscription Lines.*** A Fund may enter into a subscription line with one or more lenders in order to finance its operations (including the acquisition of the Fund's investments). Fund-level borrowing subjects limited partners to certain risks and costs. For example, because amounts borrowed under a subscription line typically are secured by pledges of the relevant general partner's right to call capital from the limited partners, limited partners may be obligated to contribute capital on an accelerated basis if the Fund fails to repay the amounts borrowed under a subscription line or experiences an event of default thereunder. Moreover, any limited partner claim against the Fund would likely be subordinate to the Fund's obligations to a subscription line's creditors.

In addition, Fund-level borrowing will result in incremental partnership expenses that will be borne by investors. These expenses typically include interest on the amounts borrowed, unused commitment fees on the committed but unfunded portion of a subscription line, an upfront fee for establishing a subscription line, and other one-time and recurring fees and/or expenses, as well as legal fees relating to the establishment and negotiation of the terms of the borrowing facility. Because a subscription line's interest rate is based in part on the creditworthiness of the relevant Fund's limited partners and the terms of the relevant Fund's operating documents, it may be higher than the interest rate a limited partner could obtain individually. To the extent a particular limited partner's cost of capital is lower than the Fund's cost of borrowing, Fund-level borrowing can negatively impact a limited partner's overall individual financial returns even if it increases the Fund's reported net returns in certain methods of calculation.

A credit agreement may contain other terms that restrict the activities of a Fund and the limited partners or impose additional obligations on them. For example, a subscription line may impose restrictions on the relevant general partner's ability to consent to the transfer of a limited partner's interest in the Fund. In addition, in order to secure a subscription line, the relevant general partner may request certain financial information and other documentation from limited partners to share with lenders. The relevant general partner will have significant discretion in negotiating the terms of any subscription line and may agree to terms that are not the most favorable to one or more limited partners.

Fund-level borrowing involves a number of additional risks. For example, drawing down on a subscription line allows the relevant general partner to fund investments and pay partnership expenses without calling capital, potentially for extended periods of time. Calling a large amount of capital at once to repay the then-current amount outstanding under a subscription line could cause short-term

liquidity concerns for limited partners that would not arise had the relevant general partner called smaller amounts of capital incrementally over time as needed by a Fund. This risk would be heightened for a limited partner with commitments to other funds that employ similar borrowing strategies or with respect to other leveraged assets in its portfolio; a single market event could trigger simultaneous capital calls, requiring the limited partner to meet the accumulated, larger capital calls at the same time. A Fund may also utilize Fund-level borrowing when the relevant general partner expects to repay the amount outstanding through means other than limited partner capital, including as a bridge for equity or debt capital with respect to an investment. If the Fund ultimately is unable to repay the borrowings through those other means, limited partners would end up with increased exposure to the underlying investment, which could result in greater losses.

***Highly Competitive Market for Investment Opportunities.*** The activity of identifying, completing and realizing on portfolio investments is highly competitive and involves a high degree of uncertainty. There can be no assurance that a Fund will be able to identify and complete portfolio investments that satisfy its investment objective, or realize the value of such portfolio investments, or that they will be able to invest fully their commitments. Nevertheless, our Clients will be required to pay our management fees based on aggregate commitments during a Fund's commitment period.

***Portfolio Company Management Risks.*** With respect to management at the portfolio company level, many portfolio companies rely on the services of a limited number of key individuals, the loss of any one of whom could significantly adversely affect the portfolio company's performance. Although we expect to monitor each portfolio company's management team, each portfolio company's management team will have day-to-day responsibility for the business of such portfolio company.

***Concentration of Investments.*** Each Fund will participate in a limited number of portfolio investments and, as a consequence, the aggregate return of each Fund may be affected by the performance of a single portfolio investment.

***Limited Industry Concentration.*** Fund investments will be generally concentrated in the global transportation and transportation-related manufacturing, service, distribution and logistics industries, and as a consequence, the funds will be less diversified for industry risk than other funds with a more diversified strategy. As a result of the funds' sector focus, there could be a disproportionate effect on our fund's performance due to certain factors impacting these sectors relative to a more broadly focused fund.

***Disposition of Private Investments.*** Fund investments will generally involve securities for which there is no liquid market. In connection with the sale or other disposition of such securities, a Fund may be required to make representations about the business and financial affairs of the investment, typical of those made in connection with the sale of a business. A Fund may be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate. Accordingly, a Fund that disposed of an investment, whether or not for a profit at the time of sale, may have a contingent liability that must be satisfied by the limited partners of such Fund, to the extent of distributions made to them.

**Control Position.** The Funds will generally seek investment opportunities that allow the Funds to have significant influence on the management, operations and strategic direction of the portfolio companies in which it invests. The exercise of control and/or significant influence over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise management and other types of liability in which the limited liability generally characteristic of business operations may be ignored. The exercise of control and/or significant influence over a portfolio company could expose the assets of a Fund to claims by a portfolio company's security holders and creditors. While we intend to manage the Funds in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded.

**Lack of Unilateral Control.** Even if a Fund is the majority investor or controlling shareholder, as applicable, of a portfolio company, in certain circumstances it may not have unilateral control of the portfolio company. To the extent a Fund invests alongside third parties, such as institutional co-investors or private equity funds of other sponsors, is subject to terms and conditions imposed by portfolio company lenders, or makes a minority investment, the relevant portfolio companies may be controlled or influenced by persons who have economic or business interests, investment or operational goals, tax strategies or other considerations that differ from or are inconsistent with those of the Funds or their limited partners. Such third parties may be in a position to take action contrary to the Fund's business, tax or other interests, and the Fund may not be in a position to limit such contrary actions or otherwise protect the value of its investment. When taking non-control positions, a Fund generally will seek to negotiate certain negative controls and veto rights on major decisions, but there can be no assurance that a Fund will be able to control the timing or occurrence of an exit strategy for such portfolio companies in a manner that maximizes or protects value.

**Board Participation.** The Funds will typically be represented on the boards of directors of certain of their portfolio investments. Although such positions may be important to our investment strategy and may enhance our ability to manage the investment, they may also impair our ability to sell the investment when, and upon the terms, we may otherwise want. It may also subject us and our funds to claims we would not otherwise be subject to, including claims of breach of duty of loyalty, securities claims and other director-related claims.

**Non-U.S. Investments.** Our funds may invest globally. Foreign securities involve risks not typically associated with investing in U.S. securities, including risks relating to: (i) currency exchange matters; (ii) differences between the U.S. and foreign securities markets; (iii) the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation; (iv) certain economic and political risks; (v) obtaining foreign governmental approvals and complying with foreign laws; and (vi) the possible imposition of foreign taxes on income and gains recognized with respect to such securities. Furthermore, the legal systems in these countries may offer no effective means for a Fund to seek to enforce its rights or otherwise seek legal redress.

**Side Letters.** A Fund may from time to time enter into letter agreements or other similar agreements

(i.e., “Side Letters”) with one or more investors which provide such investors with additional or different rights than such investors otherwise have pursuant to such Fund’s governing documents. As a result of such Side Letters, certain investors may receive additional rights (e.g., expanded informational rights or preferential economic terms) that other investors will not receive. The general partner of the applicable Fund may not be required to notify all investors of such Fund of any such Side Letters or any of the rights or terms or provisions thereof, and may not be required to offer such additional or different rights or terms to all investors. Any rights or terms so established in a side letter with an investor will govern solely with respect to such investor and will not require the approval of any other investor.

**Cybersecurity.** Recent events have illustrated the ongoing cybersecurity risks to which operating companies are subject. To the extent that a Portfolio Company is subject to cyber-attack or other unauthorized access is gained to a Portfolio Company’s systems, such Portfolio Company may be subject to substantial losses in the form of stolen, lost or corrupted (i) customer data or payment information; (ii) customer or Portfolio Company financial information; (iii) Portfolio Company software, contact lists or other databases; (iv) Portfolio Company proprietary information or trade secrets; or (v) other items. In certain events, a Portfolio Company’s failure or deemed failure to address and mitigate circumstances could subject a Portfolio Company, or the relevant Fund, to substantial losses. In addition, in the event that such a cyber-attack or other unauthorized access is directed at Greenbriar or one of its service providers holding its financial or investor data, Greenbriar, its affiliates or the Funds may also be at risk of loss, despite efforts to prevent and mitigate such risks under Greenbriar’s policies.

## **Item 9. Disciplinary Information**

None.

## **Item 10. Other Financial Industry Activities and Affiliations**

We are not registered, nor do we have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. The general partners of certain funds have filed for an exception from registration as commodity pool operators in accordance with Commodity Futures Trading Commission (“CFTC”) Rule 4.13(a)(3) and Greenbriar has filed for an exemption from registration as a commodity trading advisor in accordance with CFTC Rule 4.14(a)(8).

The following entities are the general partners of the Funds, each of which is indirectly controlled by our Managing Partners:

- Greenbriar Equity Capital II, L.P.
- Greenbriar Equity Capital III, L.P.
- Greenbriar Equity Capital III AIV, L.P.
- Greenbriar Equity Capital IV, L.P.

See *Conflicts of Interest* in Item 11 below.

## **Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading Code of Ethics**

We have adopted a “Code of Ethics,” which is included as a part of our “Compliance Manual” and which (along with any amendments) is provided to each employee. Our Code of Ethics requires all of our employees to conduct themselves with integrity and dignity and to act in a professional and ethical manner in all dealings on our behalf; act with competence and strive to maintain and improve their competence; use proper care and exercise independent professional judgment in the execution of their duties; avoid actions or relationships that might conflict, or appear to conflict with, job responsibilities or the interests of our firm and our clients; and comply with all applicable federal securities laws. Also, our Code of Ethics and Compliance Manual informs our employees on what constitutes material, nonpublic information and the laws and requirements relating to insider trading and confidentiality of nonpublic information. Each employee must certify that he or she has read, understands and agrees to comply with our Compliance Manual. We hold an annual compliance training session, and attendance is mandatory for all employees.

The Code imposes certain restrictions, pre-clearance and reporting requirements on personal trading and other activities of its principals and employees. The personal trading policy applies to accounts of certain family members (including the spouse and minor children of a principal or employee, and immediate family members of a principal or employee who live in the same household). Under the Code, principals and employees must obtain approval prior to executing transactions in private placements or initial public offerings. In addition, Greenbriar maintains a restricted list containing the names of securities which access persons are generally prohibited from trading. All transactions made by employees are monitored on an ongoing basis by the Firm to ensure the personal trading patterns of employees fall within the guidelines set forth in the Code.

In the event that Greenbriar or its employees (i) obtain material non-public information with respect to any Portfolio Company on whose board of directors an employee serves or (ii) is subject to training restrictions pursuant to the internal trading policy of such a Portfolio Company, Greenbriar may be prohibited for a period of time from engaging in transactions in the securities of such Portfolio Company which prohibition may have an adverse effect of Greenbriar. In addition, Greenbriar may also be restricted from buying or selling the securities of other companies based upon information attained as a result of an employee’s role as a director of Portfolio Company.

A copy of our Code of Ethics will be provided to any Client or prospective Client upon request.

### **Conflicts of Interest**

Greenbriar and its related entities engage in a broad range of advisory and non-advisory activities, including investment activities for their own account and for the account of other Funds, and providing transaction-related, management and other services to Funds and portfolio companies. Greenbriar will devote such time, personnel and internal resources as are necessary to conduct the business affairs of the Funds in an appropriate manner, as required by the relevant limited partnership agreement, although

the Funds and their respective investments will place varying levels of demand on these over time. In the ordinary course of Greenbriar conducting its activities, the interests of a Fund may conflict with the interests of Greenbriar, one or more other Funds, portfolio companies or their respective affiliates. Certain of these conflicts of interest are discussed herein. As a general matter, Greenbriar will determine all matters relating to structuring transactions and Fund operations using its best judgment considering all factors it deems relevant, but in its sole discretion, subject in certain cases to the required approvals by the advisory committees of the participating Funds.

During the commitment period of a Fund, all appropriate investment opportunities will be pursued by Greenbriar principals through such Fund, subject to certain limited exceptions. Without limitation, Greenbriar principals currently manage, and expect in the future to manage, several other investments similar to those in which a Fund will be investing, and may direct certain relevant investment opportunities to those investments. Greenbriar's principals and Greenbriar's investment staff will continue to manage and monitor such investments until their realization. Such other investments that Greenbriar principals may control or manage may potentially compete with companies acquired by a Fund. Following the commitment period of a Fund, Greenbriar principals may and likely will focus their investment activities on other opportunities and areas unrelated to such Fund's investments.

Although not expected to arise frequently, from time to time, Greenbriar will be presented with investment opportunities that would be suitable not only for a Fund, but also for other Funds and other investment vehicles operated by advisory affiliates of Greenbriar. In determining which investment vehicles should participate in such investment opportunities, Greenbriar and its affiliates are subject to conflicts of interest among the investors in such investment vehicles. Investments by more than one client of Greenbriar in a portfolio company may also raise the risk of using assets of a client of Greenbriar to support positions taken by other clients of Greenbriar.

Greenbriar must first determine which Fund(s) will, or are required to, participate in the relevant investment opportunity. Greenbriar considers all relevant facts and circumstances in making such determination, which may include one or more of the following: (i) the specific nature of the investment, (ii) the size and type of the investment, (iii) the relevant investment strategies and objectives of the relevant Fund(s), (iv) portfolio diversification objectives and applicable investment limitations, (v) the amount of available capital, (vi) the source of the investment opportunity, (vii) the anticipated holding period and remaining investment period, (viii) the extent of involvement of the investment professionals dedicated to the relevant Fund(s) and (ix) any legal, tax, regulatory and other considerations deemed relevant by Greenbriar. For example, a newly organized Fund generally will seek to purchase a disproportionate amount of investments until it is substantially invested. A Fund may invest together with other Funds advised by an affiliated adviser of Greenbriar in the manner set forth in the relevant limited partnership agreements and Greenbriar's Allocation Policy. Greenbriar will determine the allocation of investment opportunities among Funds in a manner that it believes is fair and equitable consistent with Greenbriar's obligations and may take into consideration factors such as those set forth above.

Following such determination of allocation among Funds, Greenbriar will determine if the amount of

an investment opportunity in which one or more Funds will invest exceeds the amount that would be appropriate for such Fund(s) and any such excess may be offered to one or more potential co-investors, including third parties, as determined by the Funds' limited partnership agreements, Side Letters and Greenbriar's procedures regarding allocation. Greenbriar may offer one or more persons (including, but not limited to, limited partners of a Fund and/or third parties, including consultants, directors, Operating Executives and service providers) the opportunity to participate in any such excess opportunities, and Greenbriar may form one or more co-investment vehicles specifically to take up any such excess opportunity. Greenbriar will determine the person(s) to whom it offers any such opportunity, and the relative amounts offered to each such person, taking into account such factors as Greenbriar determines appropriate based on the relevant facts and circumstances, which may include one or more of the following: (i) the ability of an investor to commit to invest within a specified period of time, in light of the timing constraints applicable to such investment; (ii) the ability of an investor to commit to sufficient capital relative to the opportunity and the administration thereof; (iii) whether an investor provides strategic value in respect of such investment, such as by having relevant experience in the sector or existing relationships with management or other relevant parties; (iv) the capital commitment, size and financial resources of the investor; (v) whether and to what extent an investor has accepted prior co-investment opportunities offered to it; (vi) any confidentiality concerns that may arise in connection with providing the other parties with specific information relating to the investment opportunity; (vii) prior expression of interest to co-invest generally and expression of interest of a specific nature; and (viii) such other factors as Greenbriar deems relevant, which may include subjective determinations such as working relationships and strategic benefits to the applicable portfolio company investment or to private fund clients. Although a prospective co-investor's willingness to invest in future Funds may be considered by Greenbriar, it will not be the sole determining factor considered by Greenbriar in identifying co-investors. Furthermore, decisions regarding whether and to whom to offer co-investment opportunities may be made by Greenbriar or its related persons in consultation with other participants in the relevant transactions, such as a co-sponsor. Notwithstanding the foregoing, Greenbriar may offer co-investment opportunities to individuals or firms whom Greenbriar believes, due to their specific capabilities, experience or otherwise, will add value or provide strategic sourcing or similar benefit to a Fund or the applicable portfolio company's activities. Such strategic co-investors may include, without limitation, management of the applicable portfolio company, introducers (including Operating Executives and members of the Executive Council), lenders and other service providers (including consultants), persons serving as outside directors and other persons (which could include one or more limited partners, as applicable) with functional, geographic, industry or other relevant expertise applicable to such portfolio investment. The allocation of co-investment opportunities may not be in the best interests of a Fund or any individual limited partner. Co-investment opportunities may, and typically will, be offered to some and not to other Greenbriar investors, and the consideration of the factors set forth above may result in certain investors receiving multiple opportunities to co-invest while others expressing interest in co-investments may receive none. When and to the extent that employees and related persons of Greenbriar and its affiliates make capital investments in or alongside certain Funds, Greenbriar and its affiliates are subject to conflicting interests in connection with these investments. There can be no assurance that any Fund's return from a transaction will be equal to and not less than another Fund participating in the same transaction or that it will be as favorable as it would have been had such conflict not existed.



Employees of Greenbriar are required to co-invest in each transaction. The amount an employee is required to invest is based on his or her level of seniority in the organization and, where an employee has a carried interest entitlement, is consistent with such carry percentage. In addition, Operating Executives and members of the Executive Council may also invest amounts alongside the Funds. Subject to the limitations the applicable Fund's governing documents, the co-investment amount may be increased prior to December 31 of each year. The co-investments may be made individually or through one or more partnerships or other entities consisting of persons selected by Greenbriar for the purposes of investing side-by-side the Fund (each such entity, an "Executive Fund"). If an Executive Fund is formed it may have different terms and conditions that may be more or less favorable than the terms and conditions of the applicable Fund. Although such employee co-invest arrangements subject Greenbriar or their respective affiliates to potential conflicts of interest, Greenbriar believes that such potential conflicts are mitigated because such arrangements can help align employees' interests with the interests of the limited partners and encourage prudence and diligence during the investment process.

Strategic co-investors and other third party co-investors will typically bear their pro rata share of fees, costs and expenses related to the discovery, investigation, development, acquisition or consummation, ownership, maintenance, monitoring, hedging and disposition of their co-investments and may be required to pay their pro rata share of fees, costs and expenses related to potential investments that are not consummated, such as breakup fees or broken deal expenses. In certain circumstances, co-investors may not bear such breakup fees and broken deal expenses because they have not been identified as of the time such potential investment ceases to be pursued and therefore, such fees, costs and expenses will be considered operating expenses of and be borne by the applicable Fund(s). Each Executive Fund will typically bear its pro rata share (based upon its and the applicable Fund's aggregate capital commitments) of fees, costs and expenses related to the discovery, investigation, development, acquisition or consummation, ownership, maintenance, monitoring, hedging and disposition of their investments including breakup fees or broken deal expenses. To the extent that an Executive Fund incurs any expenses that would be operating expenses of the applicable Fund if such expenses were incurred solely by such Fund and such expenses are of a type that are common to the activities of such Fund and the Executive Fund, Greenbriar shall allocate such expenses between such entities based on the relative commitments to such vehicle(s) or in such manner as Greenbriar otherwise determines to be equitable. Notwithstanding the foregoing, co-investors (other than co-investment vehicles managed by Greenbriar) will not typically bear the cost of D&O and/or other applicable liability insurance related to such appointments by Greenbriar or an affiliate. A conflict of interest could arise in regard to the allocation of investment expenses and any common operating expenses as between a Fund and other affiliated entities of Greenbriar. The Funds will be reliant on the determinations of Greenbriar in this regard.

A Fund may co-invest with third-parties through partnerships, joint ventures or other entities or arrangements. Such investments may involve risks not present in investments where a third-party is not involved, including the possibility that a third-party co-venturer or partner may at any time have economic or business interests or goals that are inconsistent with those of a Fund, or may be in a position to take action contrary to the investment objectives of a Fund. In addition, a Fund may in certain circumstances be liable for actions of its third-party co-venturer or partner.

As a matter of practice, Greenbriar and/or its affiliates may have discretion over whether to charge transaction fees or other portfolio company fees to a portfolio company and, if so, the fee rate or amount. The receipt of such fees may give rise to conflicts of interest between one or more Funds, on the one hand, and Greenbriar and/or its affiliates on the other hand. Moreover, from time to time, Greenbriar or an affiliate is also paid such fees from, on behalf of, or with respect to amounts allocable to, co-investors in an investment. The receipt of such fees from, on behalf of or with respect to any such co-investors will not reduce the Management Fee payable by any Fund that has also invested in such investment, and as a result, such Fund(s) will, in most cases, only benefit with respect to its allocable portion of any such fee and not the portion of any fee that relates to such co-investors. The receipt of such fees may give rise to conflicts of interest between one or more Funds, on the one hand, and Greenbriar and/or its affiliates on the other hand.

Greenbriar's allocation of investment opportunities among the persons and in the manner discussed herein may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to others. While Greenbriar will allocate investment opportunities in a manner that it believes in good faith is fair and equitable to its clients under the circumstances over time and considering relevant factors, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made, will be as favorable as they would be if the conflicts of interest to which Greenbriar may be subject, discussed herein, did not exist.

In certain cases, Greenbriar will have opportunity (but, subject to any applicable restrictions or procedures in the relevant limited partnership agreement, no obligation) to identify one or more secondary transferees of interests in a Fund. In such cases, Greenbriar will not receive compensation for identifying such transferees, and will use its discretion to select such transferees based on eligibility and other factors, and unless required by the relevant limited partnership agreement, will determine in its sole discretion whether the opportunity to receive a transfer of Fund interests should be offered to one or more existing Fund investors.

Conflicts may arise when a Fund makes investments in conjunction with an investment being made by another Fund, or if it were to invest in the securities of a company in which another Fund has already made an investment. A Fund may not, for example, invest through the same investment vehicles, have the same access to credit or employ the same hedging or investment strategies as other Funds. This may result in differences in price, terms, leverage and associated costs. Further, there can be no assurance that the relevant Fund and the other Fund(s) or vehicle(s) with which it co-invests will exit such investment at the same time or on the same terms. Greenbriar and its affiliates may express inconsistent views of commonly held investments or of market conditions more generally. There can be no assurance that the return on one Fund's investments will be the same as the returns obtained by other Funds participating in a given transaction. Given the nature of the relevant conflicts there can be no assurance that any such conflict can be resolved in a manner that is beneficial to both Funds. In that regard, actions may be taken for one or more Funds that adversely affect other Funds.

Subject to any relevant restrictions or other limitations contained in the limited partnership agreements of the Funds, Greenbriar will allocate fees and expenses in a manner that it believes in good faith is fair and equitable to its clients under the circumstances and considering such factors as it deems relevant, but in its sole discretion. In exercising such discretion, Greenbriar may be faced with a variety of potential conflicts of interest.

As a general matter, Fund expenses typically will be allocated among all relevant Funds or co-invest vehicles eligible to reimburse expenses of that kind. In all such cases, subject to applicable legal, contractual or similar restrictions, expense allocation decisions will generally be made by Greenbriar or its affiliates using their best judgment, considering such factors as they deem relevant, but in their sole discretion. The allocations of such expenses may not be proportional, and any such determinations involve inherent matters of discretion, e.g., in determining whether to allocate *pro rata* based on number of Funds or co-invest vehicles receiving related benefits or proportionately in accordance with asset size, or in certain circumstances determining whether a particular expense has a greater benefit to a Fund or Greenbriar. The Funds have different expense reimbursement terms, including with respect to management fee offsets, which may result in the Funds bearing different levels of expenses with respect to the same investment.

As a result of the Funds' controlling interests in portfolio companies, Greenbriar and/or its affiliates typically have the right to appoint portfolio company board members (including current or former Greenbriar personnel or persons serving at their request), or to influence their appointment, and to determine or influence a determination of their compensation. From time to time, portfolio company board members approve compensation and/or other amounts payable to Greenbriar and/or its affiliates. Unless such amounts are subject to the limited partnership agreements' offset provisions, they will be in addition to any management fees or carried interest paid by a Fund to Greenbriar.

Additionally, a portfolio company typically will reimburse Greenbriar or service providers retained at Greenbriar's discretion for expenses (including without limitation travel expenses) incurred by Greenbriar or such service providers in connection with its performance of services for such portfolio company. This subjects Greenbriar and its affiliates to conflicts of interest because the Funds generally do not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Greenbriar determines the amount of these reimbursements for such services in its own discretion, subject to its internal reimbursement policies and practices. These factors help to mitigate related conflicts of interest.

Greenbriar generally exercises its discretion to recommend to a Fund or to a portfolio company thereof that it contract for services with (i) Greenbriar or a related person of Greenbriar (which may include a portfolio company of such Fund), (ii) an entity with which Greenbriar or its affiliates or current or former members of their personnel has a relationship or from which Greenbriar or its affiliates or their personnel otherwise derives financial or other benefit or (iii) certain limited partners or their affiliates. For example, Greenbriar may be presented with opportunities to receive financing and/or other services in connection with a Fund's investments from certain limited partners or their affiliates that are engaged in lending or related business. This discretion subjects Greenbriar to conflicts of interest, because although

Greenbriar selects service providers that it believes are aligned with its operational strategies and will enhance portfolio company performance and, relatedly, returns of the relevant Fund. Greenbriar may have an incentive to recommend the related or other person (including a limited partner) because of its financial or other business interest. There is a possibility that Greenbriar, because of such belief or for other reasons (including whether the use of such persons could establish, recognize, strengthen and/or cultivate relationships that have the potential to provide longer-term benefits to the relevant Funds or Greenbriar), may favor such retention or continuation even if a better price and/or quality of service could be obtained from another person. Whether or not Greenbriar has a relationship or receives financial or other benefit from recommending a particular service provider, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at lessercost.

Although uncommon, from time to time Greenbriar may cause a Fund to enter into a transaction whereby the Fund purchases securities from, or sells securities to, other Funds managed by Greenbriar, or co-investors or co-investment vehicles. Such transactions may arise in the context of re-balancing an investment among parallel investing entities or in contexts where a portfolio company owned by one Fund is acquired by a portfolio company acquired by another Fund. Any such transactions raise potential conflicts of interest, including where the investment of one Fund supports the value of portfolio companies owned by another Fund. These conflicts are heightened to the extent the relevant securities are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value. To the extent required by the relevant Funds' limited partnership agreements or otherwise in the sole discretion of Greenbriar, Greenbriar may seek to mitigate such conflicts by obtaining the consent of the relevant Fund(s) (including, where authorized, the consent of each Fund's advisory committee) to such transactions. In certain circumstances, Greenbriar may determine that the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction to a Fund under then-current market conditions. Greenbriar intends that any such transactions be conducted in a manner that it believes in good faith to be fair and equitable to each Fund under the circumstances, including a consideration of the potential present and future benefits with respect to each Fund.

Although Greenbriar generally structures Funds to avoid cross-guarantees and other circumstances in which one Fund bears liability for all or part of the obligations of another Fund, in certain circumstances lenders and other market parties negotiate for the right to face only select Fund entities, which may result in a single Fund being solely liable for other Funds' share of the relevant obligation and/or joint and several liabilities among Funds. In each such case, Greenbriar intends to cause the relevant other Funds to enter into a back-to-back guarantee, indemnification or similar reimbursement arrangement, although the Fund undertaking the obligation in the first instance generally will not receive compensation for being primarily liable under these arrangements.

Greenbriar and/or its affiliates may also, from time to time, employ personnel with pre-existing ownership interests in portfolio companies owned by the Funds or other investment vehicles advised by Greenbriar and/or its affiliates; conversely, current or former personnel or executives of Greenbriar

and/or its affiliates may serve in significant management roles at portfolio companies or service providers recommended by Greenbriar. Similarly, Greenbriar, its affiliates and/or personnel maintain relationships with (or may invest in) financial institutions, service providers and other market participants, including but not limited to managers of private funds, banks, brokers, advisors, consultants, finders (including executive finders and portfolio company finders), executives, attorneys, accountants, institutional investors, family offices, lenders, current and former employees, and current and former portfolio company executives, as well as certain family members or close contacts of these persons. Certain of these persons or entities will invest (or will be affiliated with an investor) in, engage in transactions with and/or provide services (including services at reduced rates) to, Greenbriar and/or its affiliates, and/or the Funds or other investment vehicles they advise. Greenbriar may have a conflict of interest with a Fund in recommending the retention or continuation of a third-party service provider to such Fund or a portfolio company if such recommendation, for example, is motivated by a belief that the service provider or its affiliate(s) will continue to invest in one or more Funds, will provide Greenbriar information about markets and industries in which Greenbriar operates (or is contemplating operations) or will provide other services that are beneficial to Greenbriar. Greenbriar may have a conflict of interest in making such recommendations, in that Greenbriar has an incentive to maintain goodwill between it and the existing and prospective portfolio companies for a Fund, while the products or services recommended may not necessarily be the best available to the portfolio companies held by a Fund.

Greenbriar, its affiliates, and equity holders, officers, principals and employees of Greenbriar and its affiliates may buy or sell securities or other instruments that Greenbriar has recommended to a Fund. In addition, officers, principals and employees may buy securities in transactions offered to but rejected by a Fund. Such transactions are subject to any restrictions in the Fund's limited partnership agreement and any policies and procedures set forth in Greenbriar's Code of Ethics. The investment policies, fee arrangements and other circumstances of these investments generally vary from those of any Fund. Employees and related persons of Greenbriar have, and are expected to continue to have, capital investments in or alongside certain Funds, or in prospective portfolio companies directly or indirectly, as well as in investment vehicles (including private funds) sponsored by potential competitors, and therefore may have additional conflicting interests in connection with these investments.

Because certain expenses are paid for by a Fund and/or its portfolio companies or, if incurred by Greenbriar, are reimbursed by a Fund and/or its portfolio companies, Greenbriar will not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

Greenbriar has entered and will enter into certain strategic relationships with Operating Executives to provide certain services in connection with sourcing investments, due diligence, providing operating services to portfolio companies, or serving on the boards of such companies. Operating Executives may be entitled to receive cash and/or non-cash (e.g., equity) consideration for their services from the applicable portfolio companies (and Greenbriar may be reimbursed from portfolio companies for advancements of such consideration), which consideration or reimbursement may reduce retainers otherwise payable by Greenbriar but, for the avoidance of doubt, will not reduce the management fees payable to Greenbriar by the Funds. Members of the Executive Council are engaged to provide services

to Greenbriar in relation to its activities or one or more portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of such portfolio companies, including operational aspects of such companies. They may receive substantial compensation from the portfolio companies including fixed salaries, bonuses and equity incentives. Such payments will not reduce the management fees payable to Greenbriar. Although such use of the Operating Executives and the members of the Executive Council, and the allocation of compensation paid to them by Greenbriar and/or the portfolio companies, subject Greenbriar or its affiliates to potential conflicts of interest, Greenbriar believes that such potential conflicts are mitigated by the services and expertise provided by the Operating Executives and the members of the Executive Council to the portfolio companies. However, there can be no assurance that no other service provider is more qualified to provide the applicable services or could provide such services at a lesser cost.

Because there is a fixed investment period after which capital from investors in a Fund may only be drawn down in limited circumstances and because management fees are, at certain times during the life of a Fund, based upon capital invested by such Fund, this fee structure may create an incentive to deploy capital when Greenbriar may not otherwise have done so. Since Greenbriar is permitted to retain certain Other Fees (as described under “Fees and Compensation”) in connection with certain Fund investments, it could have a conflict of interest in connection with approving transactions and setting such compensation.

Since Greenbriar is permitted to retain certain Other Fees and Break-Up Fees (as described under “Fees and Compensation”) in connection with Fund investments, it could have a conflict of interest in connection with approving transactions and setting such compensation. Additionally, Greenbriar, its personnel, affiliates or others designated by Greenbriar expect from time to time to receive compensation in the form of portfolio company securities. To the extent any such securities are received, after any applicable offset provisions in the operating documents of the relevant Fund are applied (typically based on the then-present value of such securities), Greenbriar and/or such other recipients will be permitted to retain such securities as Other Fees or Break-Up Fees, and in doing so will be subject to potential conflicts of interest in determining whether to sell such securities (subject to restrictions imposed by the portfolio company and/or the Greenbriar or retain such securities for a period consistent with their own financial and investment objectives, which may differ from those of the relevant Fund.)

Greenbriar and/or its affiliates may enter into Side Letters with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to information rights and liquidity or transfer rights.

In borrowing on behalf of a Fund, Greenbriar is subject to conflicts of interest between repaying its obligations and retaining such borrowed amounts for the benefit of such Fund, and in circumstances where interest accrues on any such outstanding borrowings at a rate lower than the applicable Fund’s preferred return, is expected to have incentives to cause such Fund to borrow in this manner rather than drawing down capital commitments. Where a preferred return begins to accrue after capital contributions are due (regardless of when the applicable Fund borrows, makes the relevant investment,

or pays expenses) and ceases to accrue upon return of these capital contributions, the use of borrowing to shorten the period between calling and returning capital limits the amount of time the preferred return will accrue. In circumstances where there is not a preferred return on funds borrowed in advance or in lieu of calling capital, Fund-level borrowing typically will reduce the amount of preferred return to which the limited partners would otherwise be entitled had the general partner of the applicable Fund called capital, and thus could result in the relevant general partner receiving carried interest sooner than it would without borrowing. In addition, when management fees are calculated as a percentage of invested capital, a limited partner may pay management fees on borrowed amounts used to fund investments that have not yet been realized even though such amounts would not accrue preferred return as described above. It is expected that the costs relating to the establishment and/or maintenance of a subscription line of credit will be significant, and there can be no assurance that the benefits to limited partners will be commensurate with such costs.

Any of the foregoing situations subjects Greenbriar and/or its affiliates to potential conflicts of interest. Greenbriar attempts to resolve such conflicts of interest in light of its obligations to investors in its Funds and the obligations owed by Greenbriar's advisory affiliates to investors in investment vehicles managed by them, and attempts to allocate investment opportunities among a Fund, other Funds and such investment vehicles in a fair and equitable manner. To the extent that an investment or relationship raises particular conflicts of interest, Greenbriar will review the circumstances of such investment or relationship with a view to addressing and reducing the potential for conflict. Where necessary, Greenbriar consults and receives consent to conflicts from an advisory committee consisting of limited partners of the relevant Fund(s) and such other investment vehicles.

## **Item 12. Brokerage Practices**

We do not make regular use of brokers for the purposes of purchasing or selling securities on behalf of the Fund because the securities that we typically purchase or sell on behalf of the Funds are acquired and/or disposed of in privately negotiated purchase and sale transactions.

From time to time, we may use a broker to effect transactions in public securities resulting from, or in connection with, portfolio investments. In those instances, we have full discretionary authority with respect to the selection of, and commissions paid to, brokers. If we determine to engage a broker, we will select the broker considering the range and quality of its brokerage services, its execution capability, commission rate, financial responsibility and responsiveness to us, and the value to us of research provided, if any.

We do not receive soft dollar benefits or client referrals from broker-dealers in connection with Client transactions.

## **Item 13. Review of Accounts**

Our Managing Partners are responsible for oversight of the investment process. Post-investment, with

respect to our portfolio companies, our investment professionals typically develop strategic plans, monitor operations and financial performance, interact regularly with management and receive and review performance reports. Our investment professionals typically serve on boards of directors of portfolio companies. This regular contact is intended to permit us to assess and monitor opportunities for company growth and identify potential realization points and/or exit strategies.

Limited partners in the Funds are provided with audited annual financial reports and quarterly unaudited summary financial information and capital account statements. Limited partners are also provided with annual tax information. This information may be provided electronically.

#### **Item 14. Client Referrals and Other Compensation**

We sponsor the formation of each Fund, and we do not engage or compensate third party referral agents to solicit for us new Clients. In the event that we engage, and will make a cash payment to, any solicitor of Clients, we will do so in accordance with Rule 206(4)-3 under the Investment Advisers Act of 1940, as amended. We will bear the full costs of any compensation paid to such solicitors.

In Fund III and Fund IV Greenbriar has compensated placements agents who introduce new investors that commit capital. The fees paid to any such placement agent generally would be in the form of a percentage of capital committed by investors. Any placement agent would generally be a broker-dealer registered under the Securities Exchange Act of 1934.

#### **Item 15. Custody**

We have engaged a third party to serve as qualified custodian for the Funds. Additionally, each Fund (within 120 days of the end of its fiscal year) circulates to its limited partners audited annual financial reports prepared in accordance with generally accepted accounting principles.

#### **Item 16. Investment Discretion**

We have entered into an investment management agreement with each Fund. Each such agreement, together with the management authority granted to each Fund's general partner pursuant to the Fund's limited partnership agreement, provides us with full discretion to determine investments to be purchased and sold on behalf of the Fund and the terms of the related transactions. Limitations on our investment discretion are set forth in the investment management agreement with, and the limited partnership agreements of, the Funds.

#### **Item 17. Voting Client Securities**

While the securities evidencing the private equity investments made by the Funds are not typically the subject of proxies, there could be certain circumstances where we, having discretionary authority over



the Funds, may be asked to vote the securities of the Funds on restructuring or other corporate matters. We will ensure that a record of each securities position held by each Fund is maintained and, where any such vote is to occur, we will ensure that we receive all relevant information, disclosure materials and such proxies or consents as are necessary for us to be able to cast votes in a timely manner. We will maintain all proxy voting records.

The Chief Compliance Officer will also determine whether there is, or appears to be, a material conflict of interest that could influence the voting decision in a manner that would be adverse to the interest of a Fund. If we determine that there is no material conflict of interest, then we will make the voting determination and take the required voting action. If the Chief Compliance Officer has identified a material conflict of interest that cannot be resolved by removing one or more persons from the voting decision, then the Chief Compliance Officer will consult with counsel to determine an appropriate course of action in respect of the voting decision, which may include seeking the consent of the advisory committee of the applicable Fund.

A copy of our proxy voting policies and procedures will be provided to any Client and prospective Client upon request. In addition, any investor may obtain specific information as to how certain proxies for securities held in a Fund were voted upon the request for such information.

## **Item 18. Financial Information**

Not Applicable

## **Item 19. Requirements for State-Registered Investment Advisers**

Not Applicable